



**December 3, 2024 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Tangie Johnson
3. Recognitions/Public Presentations
  - A) Presentation of a retirement award to Bernard Tracy Pless (Senior Landfill Heavy Equipment Operator) who is retiring effective December 1, 2024, after 11 years of service.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 11-19-2024 Work Session Minutes
    - b) 11-19-2024 Council Minutes
    - c) 11-19-2024 Executive Session Minutes
6. Public hearing and consideration of a motion to approve an application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a):  
Two Guys Foodmart  
Owner; Ankit M. Patel  
Location: 520 Fair Road, Ste. 410  
License type: Package Sales (Beer and Wine only)
7. Consideration of a motion to approve **Resolution 2024-34**: A Resolution pledging to practice and promote civility within the City of Statesboro governing body.
8. Consideration of a motion to approve **Resolution 2024-35**: A Resolution approving an application and authorizing the Mayor to execute the Project Framework Agreement (PFA) with Georgia Department of Transportation for the Creek on the Blue Mile project.
9. Consideration of a motion to approve **Resolution 2024-36**: A Resolution approving submission of an application for the Georgia Reads Community Grant.
10. Consideration of a motion to approve **Resolution 2024-37**: A Resolution to approve the submission of an application for Youth and Community Violence Prevention Action Teams (VPAT) program grant.

11. Consideration of a motion to approve **Resolution 2024-38**: A Resolution to adopt the First Amendment to the Fiscal Year 2025 budget for each fund of the City of Statesboro, Georgia appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
12. Consideration of motion to approve a contract with InvoiceCloud for additional software for utility billing customers.
13. Consideration of a motion to approve an award of contract with the Coastal Regional Commission to provide grant writing and administrative services for the Community Home Investment Program (CHIP) Grant.
14. Consideration of a motion to approve the City of Statesboro & Bulloch County 2045 Long Range Transportation Plan prepared by Goodwyn Mills Cawood (GMC).
15. Consideration of a motion to award a contract to Southeast Pipe Survey, Inc in the amount of \$609,467.50, with approval to spend up to \$1,200,000.00, to rehabilitate approximately 6,500' of sewer main and associated manholes located along East Main Street, Fair Road and Northside Drive. This project was funded as part of the 2024 and 2025 CIP Budget (Item #WWD 14, 187, and 188) with funds from the 2019 SPLOST and Water-Sewer Fund operating income.
16. Consideration of a motion to award a contract to Y-Delta, Inc in the amount of \$1,404,569.65 for the installation of sanitary sewer infrastructure in the Quail Run Subdivision. Project to be paid for with American Rescue Plan Act (ARPA) funds approved in the FY2025 CIP Budget item # WWD-32-H.
17. Consideration of a motion to award a design/build contract to Great Southern Recreation in an amount not to exceed \$1,200,000.00 for park improvements to Whitesville Park. The funding will be from ARPA funds.
18. Consideration of a motion to award contract in the amount of \$36,100.00 with Georgia Safe Sidewalks for sidewalk improvements. This project, STS-31, will be paid by 2018 TSPLOST funds.
19. Other Business from City Council
20. City Managers Comments
21. Public Comments (General)
22. 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)
23. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
NOVEMBER 19, 2024

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Mayor & Council Work Session

50 East Main Street

4:00 PM

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A Work Session of the Statesboro City Council was held on November 19, 2024 at 4:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar and Council Members: Paulette Chavers, John Riggs, and Shari Barr. Also present was City Clerk Leah Harden, City Manager Charles Penny, Assistant City Manager Jason Boyles City Attorney Cain Smith and Public Affairs Manager Layne Phillips and Councilmember elect Tangie Johnson. Absent was Councilmember Ginny Hendley.

Mayor Jonathan McCollar called the meeting to order.

### **1. Transportation Master Plan**

Glenn Coyne with GMC presented an update for the Long Range Transportation Plan. The drafts have been completed since starting a year ago. We have had four public meetings, an online community survey, website updates, technical advisory committee meetings, Mayor and City Council updates and Board of Commissioners updates. Staff has the final documents being reviewed for final edits and formatting. The full transportation update is 110 pages, there is an executive summary that is about 35 pages long. We started with the 87 projects that were organized by type, this is done for funding reasons, and then listed in priority order, and this was done for the city and the county. Kalanos Johnson spoke to mayor and council members on the transportation planning process, public input, travel demand model, evaluation criteria, and funding availability. The fiscally constrained plan for the City of Statesboro, 30 projects funded from FY 2025-FY 2030, representing over \$27 million dollars in projects. The Long Range Transportation Plan update is to improve the transportation system over the next 5 years. Together, we have identified existing and future transportation challenges for all travel modes; developed recommendations with both public input and data analysis and prioritized projects to be implemented within available funding limits.

### **2. Natural Gas Presentation**

Director of Public Utilities Steve Hotchkiss presented to Mayor and Council public awareness for emergency and public officials. As part of the safety programs, we are required to make public officials and the public aware that there is a gas system so they can know what to do in case of an emergency. Natural gas is regulated by DOT, a subpart of DOT regulations PHMSA pipeline safety, that's what we operate under. Natural gas is produced in the same place as oil, they are usually discovered in the same fields. Many years ago organic matter decomposed and turned into petroleum and natural gas that today is drilled and drawn out of the ground. Most of it used to come from the Gulf of Mexico, now most of it shifted onshore to fracking from Texas and Oklahoma and even the Northeast PA and around that region. Natural gas is used for electric power, vehicle fuel, pipeline fuel, and oil & gas industry operations, industrial, commercial and residential. Benefits of natural gas are it's the cleanest burning fuel of all fossil fuels, the majority of the natural gas used in the U.S. comes from North America, energy efficient, dependable source of energy with proven reserves for the foreseeable future. We get our natural gas from Southern Natural Gas, they deliver it to the "City Gate" that is where we take possession of the gas and it transfers over to our responsibility and we distribute it out to our customers' through our own distribution system. Natural gas pipelines consist of steel and/or plastic which are designed to operate at various pressures. Main lines are typically 2 inches in diameter and when installed are located roughly 2 feet below the surface. Service lines are typically ½" to ¾" in diameter and buried 12-18 inches below the surface. We serve Statesboro, Metter and Sylvania, we take possession of our gas about 3 miles outside of Sylvania at the "City Gate", and it goes all the way out to the county line at I16. Most natural gas facilities are

underground, it may not be always apparent where, or even if, natural gas pipelines are present. One of the most important ways to determine if pipelines are in your area is to look around you. Pipelines are marked by aboveground signs to give notice to the public of the presence of a pipeline in the general area. These signs will also denote the product being carried in the pipeline along with the company's name and 24 hour contact information. Other indicators of pipelines are pipeline right of ways, regulator stations. 811 IS A FFC-designated national number for homeowners and professional excavators to call before digging, the calls are directed to the local center and the affected utilities will then mark underground lines for free. It is Georgia law to call and get a dig ticket, if a contractor doesn't call 811 and hits a pipeline he is 100% responsible for the damage plus the outage. We use radio ads, direct mailings to customers, newspaper ads and group meetings to try to educate the public on the 811 system. The characteristics that make natural gas safe are it's almost 96% pure methane when it comes out of the ground, it's odorless, colorless, tasteless, and nontoxic. You cannot be poisoned by it, but you can suffocate. At the "City Gate" we odorize the gas with "mercaptan" to give a unique smell that smells like rotten eggs. Other gases such as propane also have an odorant added to give it its own unique smell as well. Steve went over leak responses for what to do when you suspect a leak in your home as well as how to respond to a customer who calls about a suspected leak in their home.

### **3. Housing Rehabilitation / Reconstruction Presentation**

Justin Williams with the planning department presented mayor and council with an update on the Housing Rehabilitation Program. The program has been active since 2022, and was awarded \$3.7 million towards both rehab and reconstruction in the community, and we have worked through multiple properties, correcting some small issues, and some major. Before and after rehab photos were shared with mayor and council. After review of the second group of homes it was determined that only a small number were available for rehabilitation, this substantially decreases the amount of ARPA funds that could be committed in an additional rehab bid packet. The first reconstructed home is now occupied. The second reconstruction home has an issued permit for demolition and reconstruction, and is currently underway. On September 11, bids were opened to award contracts on an additional 4 reconstruction homes. Mayor and council were presented with photos for the completed reconstruction, ongoing and potential projects. The second application results, due to the number of individuals in the program who have lived in dilapidated homes from the beginning of the program, it is recommended that the highest rated reconstruction homes, be packaged with the remaining rehab houses. Ratings for the program is broken into a number of factors: income categories, special population scores (disability or elderly), severe system rating, and rehabilitation cost & cost effectiveness.

### **4. Chip Grant Application**

Justin Williams from the planning department spoke to mayor and council about the Community Home Investment Program (CHIP). The Georgia Department of Community Affairs releases an application for the CHIP program annually. For the 2024 program, 5 awards will be made to the top scoring applications for new construction/reconstruction of affordable single-family homes, we are a senior year community and we have been given a competitive edge in the Notice of Funding Eligibility. We are looking to apply, we have up to \$1.5 million that we could potentially apply for. In 2023, the city in collaboration with Agape Worship Center demolished multiple dilapidated units on Pine Street. These vacant lots are currently underutilized and a part of the overall development strategy for the neighborhood. Mayor and council were shown before and after pictures of a part of Pine Street. These lots are eligible for CHIP Funding because of their location, and there are some houses that are not currently treated by the Housing Rehabilitation Program in the area that could also benefit from the funding. The project would consist of the development of the lots owned by Agape Worship Center by our Local Habitat for Humanity affiliate, with additional reconstruction homes treated through the bid process. A photo of the available Pine St. lots were shown to Mayor and Council. If the resolution is approved to apply for the CHIP Grant, city staff will begin the contracting process in order to finalize the application. Councilmember Paulette Chavers inquired about the city making an allowance for tiny homes within the City of Statesboro.

City Manager Charles Penny stated we would need to get with our consultant Caleb Racicot with TSW to do some research and provide insight about tiny homes in Statesboro. A presentation will be made in January 2025 about this item.

## **5. Unified Development Code Amendments**

Director of Planning, Kathy Fields presented an update on the Unified Development Code. September 19, 2023 the City Council adopted the Unified Development Code in order to enhance the dated language found in the prior zoning and subdivision ordinances. Since adoption there has been a significant decrease in the number of variances being requested, as more flexibility has been added to allow for development. A number of issues have emerged in the ordinances since that time. Some sections of the ordinance have been noted as having inconsistencies not identified in the original intent of the ordinance. Examples include simple language such as height allowances referring to separate heights in reference tables, and items listed for special use permits while actually being considered a “by-right” use. Additional changes include, some sections have been added with good intent, but cannot be well implemented with the current development patterns of the city, there also needs to be additional clarification on the number of items directly related to the development and protection of multi-family residences across the city. Staff is currently preparing a list of amendments to the ordinance for the Council. These items will be brought to the planning commission on December 3<sup>rd</sup> for the recommendation, followed by the first reading by the Council on the 17<sup>th</sup>.

## **6. InvoiceCloud Presentation**

Director of Finance, Cindy West went over InvoiceCloud with Mayor and Council. In an effort to continue to improve customer service we would like to contract with InvoiceCloud as an enhancement to our current software. InvoiceCloud would ease the process for on-time and registered payments. Currently a customer has to know the exact amount of their last payment to make any payments online. The need to know the last payment amount is no longer needed with InvoiceCloud and the number of phone calls to a customer service representative is reduced. InvoiceCloud would notify customers enrolled in auto pay of expiring credit cards automatically and allow them to update it anytime in the portal, it would also enable those not signed up for e-billing to receive email and text notifications automatically. Currently, only those enrolled in e-billing/paperless get any kind of electronic notification. Once a customer uses InvoiceCloud, they would receive electronic notifications regarding their bill. This would work to encourage more people to enroll in e-billing, but we are not proposing eliminating paper bills. There would be a 2.5% online convenience fee, customers currently pay a 2% fee for both inhouse and online. The City pays 1.25% convenience fee for inhouse and online credit card payments. The credit card transaction fee to the City would be reduced by \$.25 per transaction, we currently pay \$1.35 per transaction. By implementing InvoiceCloud, the City could have a potential savings of \$34,600 a year.

The meeting was adjourned at 5:03 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
NOVEMBER 19, 2024

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**

Mayor Pro Tem Shari Barr gave the Invocation and led the Pledge of Allegiance.

**3. Oath of Office Administered by Bulloch County Probate Judge Lorna Deloach to District 1 Council Member Tangie Johnson.**

Bulloch County Probate Judge Lorna Deloach administered the Oath of Office to Tangie Johnson, District 1 City Councilmember.

ATTENDENCE

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.

**4. Recognitions/Public Presentations**

**A) Presentation of a Citizen Commendation Award to Shadrach Frew.**

**B) Presentation of a Life Saving Award to SGT. Jennifer Strosnider, Officer Sara Leggett, and Officer David Blythe.**

Police Chief Mike Broadhead presented a Citizen Commendation Award to Shadrach Frew for his life saving actions on September 14, 2024. Mr. Frew was at home when he heard a woman screaming on the street. He looked out and observed her yelling, "He thought it was cocaine" Mr. Frew immediately grabbed a dose of Narcan and went out on the street where he observed a male in a car not breathing. He quickly administered the Narcan to the subject. As officers arrived Mr. Frew remained engaged and administered a second dose of Narcan. Officers and EMS applied CPR along with a third dose of Narcan and the subject later recovered at the hospital.

Police Chief Mike Broadhead presented a Life Saving Award to Sergeant Jennifer Strosnider, Officer Sara Leggett and Officer David Blythe. The officers were dispatched to the area of Fletcher Drive regarding a possible overdose. As officers Leggett and Blythe arrived Sergeant Strosnider took charge of the scene and began to comfort the friend of the subject in an effort to keep her calm. Officers Leggett and Blythe were unable to find a pulse and began performing CPR. Officers were able to regain a weak pulse as EMS arrived to take over. Sergeant Strosnider later spoke with the emergency room physician who advised that good chest compressions saved the man's life. These officers are to be commended for their quick and effective action to save a life.

- 5. **Public Comments (Agenda Item):** None
- 6. **Consideration of a Motion to approve the Consent Agenda**
  - A) **Approval of Minutes**
    - a) **11-05-2024 Council Minutes**
    - b) **11-05-2024 Executive Session Minutes**

A motion was made to approve the consent agenda.

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

- 7. **Public hearing and consideration of a motion to approve APPLICATION V 24-10-01: David McLendon requests a variance from Article 2.5.2 (5i) of the Unified Development Code in order to remove the requirement for pervious pavers in the parking lot at 701 Gentilly Road (Tax Parcel MS73000003 000).**

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 Tangie Johnson
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

David McLendon spoke in favor of the request.  
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION V 24-10-01**: David McClendon requests a variance from Article 2.5.2 (5i) of the Unified Development Code in order to remove the requirement for pervious pavers in the parking lot at 701 Gentilly Road (Tax Parcel MS73000003 000).

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

**8. Public hearing and consideration of a motion to approve Resolution 2024-32: A Resolution allowing city staff to apply to the Department of Community Affairs for the Community Home Investment Program (CHIP) in order to construct new housing in the Johnson Street neighborhood.**

A motion was made to open 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, Hendley, Riggs, Barr
<b>ABSENT:</b>	

No one spoke for or against the request.

A motion was made to close the public hearing.

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



A motion was made to approve **Resolution 2024-32**: A Resolution allowing city staff to apply to the Department of Community Affairs for the Community Home Investment Program (CHIP) in order to construct new housing in the Johnson Street neighborhood.

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

**9. Consideration of a motion to approve APPLICATION SUB 24-10-03: Haydon Rollins requests a Preliminary Subdivision PLAT on approximately 67.53 acres of property in order to develop an 84-unit single-family detached subdivision on Lakeview Road (Tax Parcel # MS58000037 000).**

A motion was made to approve with staff conditions **APPLICATION SUB 24-10-03**: Haydon Rollins requests a Preliminary Subdivision PLAT on approximately 67.53 acres of property in order to develop an 84-unit single-family detached subdivision on Lakeview Road (Tax Parcel # MS58000037 000).

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

**10. Consideration of a motion to approve APPLICATION SUB 24-10-04: Burbank Pointe LLC requests a Preliminary Subdivision PLAT on approximately 1.97 acres of property in order to construct 11 single-family homes on Zetterower Road (Tax Parcel # S06 000002 000).**

A motion was made to approve with staff conditions **APPLICATION SUB 24-10-04**: Burbank Pointe LLC requests a Preliminary Subdivision PLAT on approximately 1.97 acres of property in order to construct 11 single-family homes on Zetterower Road (Tax Parcel # S06 000002 000).

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

**11. Consideration of a motion to approve an Intergovernmental Agreement (IGA) with Bulloch County and other municipalities for the use and distribution of proceeds from the 2025 Special Purpose Local Option Sales Tax (SPLOST) for capital outlay projects.**

A motion was made to approve an Intergovernmental Agreement (IGA) with Bulloch County and other municipalities for the use and distribution of proceeds from the 2025 Special Purpose Local Option Sales Tax (SPLOST) for capital outlay projects.

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

**12. Consideration of a motion to approve the purchase of equipment to “upfit” 6 patrol cars in the Statesboro Police Department in the amount of \$263,971.48.**

A motion was made to approve the purchase of equipment to “upfit” 6 patrol cars in the Statesboro Police Department in the amount of \$263,971.48.

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

**13. Consideration of a motion to award a contract to Xylem Dewatering Solutions, Inc. for the purchase of a Godwin 6 inch diesel backup pump (Model # NC150S) per the Florida Sherriff’s Association cooperative purchasing contract in the amount of \$64,930.80. This item to be purchased with funds approved in the 2025 CIP budget, item # WWD-37, funded by the 2019 SPLOST.**

A motion was made to award a contract to Xylem Dewatering Solutions, Inc. for the purchase of a Godwin 6 inch diesel backup pump (Model # NC150S) per the Florida Sherriff’s Association cooperative purchasing contract in the amount of \$64,930.80. This item to be purchased with funds approved in the 2025 CIP budget, item # WWD-37, funded by the 2019 SPLOST.

<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>	

**14. Consideration of a motion to approve Resolution 2024-33: A Resolution to authorize City participation in amicus brief filed on behalf of City of Milton for a prior court ruling to be brought before and reversed by the Georgia Supreme Court.**

A motion was made to approve Resolution 2024-33: A Resolution to authorize City participation in amicus brief filed on behalf of City of Milton for a prior court ruling to be brought before and reversed by the Georgia Supreme Court.

<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>	

**15. Other Business from City Council**

Mayor Pro Tem Shari Barr shared that Village Builders is hosting a Family Fun Resource Day this Saturday, November 23, 2024 from 10:00am – 1:30 pm at the Morris Heights community. LaSara Mitchell, Village Builders Coordinator stated we will be serving the community with resources and fun for the children. We’re focusing on a thematic response of gratitude.

Councilmember John Riggs recognized Evan Taormina and asked that he come forward to share about his project in order for him to earn his Eagle Scout. Evan shared that his project is to “develop and lead others in performing a service project that will benefit the community long term.” The project is to place “Book Bins or Free Library” in key areas throughout the City of Statesboro, such as Mill Creek recreation center, Honey Bowen Recreation Center, Boys & Girls Club, and at one of the City’s bus stop locations. The idea is that books may be taken to read and then returned for others. The book bins will be able to sustain itself as books are replaced, returned, and donated by the community.

Direction was given for staff to follow up with Evan to assist him with this project and finding places for the Book Bins throughout the city.

**16. City Managers Comments**

City Manager Charles Penny stated that this year’s United Way Campaign is co-chaired by Police Chief Mike Broadhead and Fire Chief Tim Grams and that as of today they have raised \$47,611.00. The city is the largest giver to the United Way this year.

Mr. Penny invited Mayor and Council to the Employee Holiday Luncheon this Wednesday November 20, 2024 from 11:00 am - 1:00 pm at the Statesboro Convention and Visitors Bureau.

Mr. Penny updated the Mayor and City Council about the debris removal from the city streets stating that as Southern Disaster Recovery (SDR) began debris removal it became apparent that the City had more debris material than originally estimated. The original estimate had the total debris at 50,000 cubic yards. The contractor has since revised that estimate to up to 70,000 cubic yards. An amendment will need to be made to the original contract in order to cover the removal, grinding, and disposal of all storm debris. Staff recommends an amendment in an amount not to exceed \$2,000,000.

A motion was made to approve an amendment to the contract with Southern Disaster Recovery (SDR) to an amount not to exceed \$2,000,000 from the original \$1,000,000 for debris removal caused by Hurricane Helene.

<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>	

Mr. Penny continued stating that in addition an amendment with SDR an amendment will also need to be made to the “monitor” contract with Thompson Consulting. Staff recommends an amendment in an amount not to exceed \$625,000.

A motion was made to approve an amendment to the contract with Thompson consulting in an amount not to exceed \$625,000 from the original \$300,000 for, FEMA required monitoring services of the storm debris recovery company Southern Disaster Recovery LLC (SDR).

<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>	

**17. Public Comments (General): None**

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

At 6:39 pm a motion was made to enter into executive session.

<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>	

Councilman Riggs left the meeting 6:39pm

At 6:59 pm a motion was made to exit executive session.

<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, Barr
<b>ABSENT:</b>	Councilmember John Riggs

A motion was made to appoint Audrey Jacobs to the Youth Commission and Victor Dickey to the Greener Boro Commission.

<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, Barr
<b>ABSENT:</b>	Councilmember John Riggs

### 19. Consideration of a Motion to Adjourn

A motion was made to adjourn.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr

**SECONDER:**

Councilmember Paulette Chavers
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**AYES:**

Johnson, Chavers, Hendley, Barr
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**ABSENT:**

Councilmember John Riggs
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The meeting was adjourned at 6:59 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** November 25, 2024

**RE:** Two Guys Foodmart

**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.

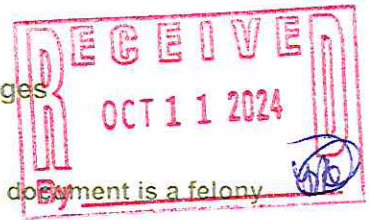
**Recommendation:** Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

**Budget Impact:** None

**Council Person and District:** John Riggs, District 4

**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: 10-7-2024

1. Business Trade Name: Two Guy's Foodmart  
D/B/A Name

2. Applicant's Name: CNK 2024 LLC  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 520 Fair Rd. Ste 410  
Statesboro, GA 30458

4. Business mailing address: Same

5. Local business phone number: 912-245-8960  
Corporate office phone number: \_\_\_\_\_

6. Name of Manager: Anwit M. Patel / Quinnell Duffin  
Person responsible for alcohol licensing issues

7. Phone number for manager: 478-361-0501

8. Email address for manager: TwoGuysboro@gmail.com

9. Address of manager: 6005 China Berry Crk. Statesboro GA 30458

10. Purpose of application is:

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



Previous owner's name: Niranjana Patel

If the business name has changed, list previous name: Two Guy Beverage

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

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: CNK 2024 LLC

520 Fair Rd. Ste. 416, Statesboro, GA 30458

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

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

15. Members of LLC and/or partners:

Full Legal Name: Amit M. Patel Phone #: 478-361-0501

Home Address: 15 Hollyhock Ln.

Covington, GA 30014

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? Yes  
(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: \_\_\_\_\_

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

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

Date & Place of incorporation: \_\_\_\_\_

Do you have a shareholders agreement?: \_\_\_\_\_

If not, what documents establish the ownership rights of the shareholders? \_\_\_\_\_

17. Officers:

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

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

Percentage of stock owned: \_\_\_\_\_ 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: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

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

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

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

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

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

Has each shareholder completed the financial affidavit attached to this application? \_\_\_\_\_

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: \_\_\_\_\_ Phone #: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Odd Lot, Inc.  
520 Fair Rd. Ste. 410, Statesboro GA 30458

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:

The Odd Lot, Inc.

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

NO

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

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

I, Ankit. M. Patel., 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.

C Ankit. M. Patel.  
Print full name as signed below

Ankit Patel. Owner. 10-7-24.  
Signature of applicant Title Date

Sworn and subscribed before me this 7 day of October, 20 24.  
S. Comty 6-23-2026  
Notary Public My commission expires



Calculation of Basic License Fee

For Calendar Year: \_\_\_\_\_

Classification:	Mark all that apply	License Fee
1. A. Package Sales (Beer & Wine)	<u>  X  </u>	\$1750
B. Package Sales (Distilled Spirits)	<u>          </u>	\$5000
Location Reservation	<u>          </u>	N/A
2. On Premise License Types		
A. Bar	<u>          </u>	\$4300
B. Bar with Kitchen	<u>          </u>	\$4300
C. Event Venue	<u>          </u>	\$2500
D. Low Volume	<u>          </u>	\$750
E. Pub	<u>          </u>	\$5600
F. Restaurant	<u>          </u>	\$2800
3. Caterer	<u>          </u>	\$200
4. Brewer, manufacturer of malt beverages only	<u>          </u>	\$1750
5. Broker	<u>          </u>	\$1750
6. Importer	<u>          </u>	\$1750
7. Manufacturer of Wine only	<u>          </u>	\$1750
8. Sunday Sales Permit	<u>  X  </u>	\$300
9. In Room Service Permit	<u>          </u>	\$150

Total Due: \$ ~~1750~~ 2050



**Two Guys Foodmart**  
**Ankit M. Patel**  
**520 Fair Rd., Ste 410**

*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	10-17-2024 This is an ownership change. This applicant does not need to submit a proximity map.
<b>Fire Department</b>	Jon Patterson	Approved	11/19/2024
<b>Police Department</b>	Jared Akins	Approved	
<b>Legal</b>	Cain Smith	Approve	

# 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  
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:** November 25, 2024

**RE:** December 3, 2024 City Council Agenda Items

**Policy Issue:** *Consideration of motion to approve Resolution 2024-34 pledging to practice and promote civility within the City of Statesboro's governing body.*

**Recommendation:** Approve

**Background:** This resolution is brought forward under the Georgia Municipal Association's Embrace Civility initiative. The purpose of the initiative is to counteract the growing polarization and challenges caused by incivility in society by setting a positive example through the actions of elected officials at public meetings.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Resolution 2024-34

**RESOLUTION 2024 -34: A RESOLUTION  
PLEDGING TO PRACTICE AND PROMOTE CIVILITY IN THE CITY OF STATESBORO**

**WHEREAS**, the City Council of the City of Statesboro (the “Council”), the governing body of the City of Statesboro, Georgia (the “Municipality”), recognizes that robust debate and the right to self-expression, as protected by the First Amendment to the United States Constitution, are fundamental rights and essential components of democratic self-governance; and

**WHEREAS**, the City Council further recognizes that the public exchange of diverse ideas and viewpoints is necessary to the health of the community and the quality of governance in the Municipality; and

**WHEREAS**, the members of City Council, as elected representatives of the community and stewards of the public trust, recognize their special role in modeling open, free and vigorous debate while maintaining the highest standards of civility, honesty and mutual respect; and

**WHEREAS**, City Council meetings are open to the public and thus how City officials execute their legal duties is on public display; and

**WHEREAS**, civility by City officials in the execution of their legislative duties and responsibilities fosters respect, kindness and thoughtfulness between City officials, avoiding personal ill will which results in actions being directed to issues made in the best interests of residents; and

**WHEREAS**, civility between City officials presents an opportunity to set a positive example of conduct and promotes thoughtful debate and discussion of legislative issues, resulting in better public policy and a more informed electorate while also encouraging civil behavior between residents; and

**WHEREAS**, civility between City officials is possible if each member of the elected body remembers that they represent not only themselves, but the constituents of their district and city; and

**WHEREAS**, in order to publicly declare its commitment to civil discourse and to express its concern for the common good and well-being of all of its residents, the City Council has determined to adopt this resolution.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**SECTION ONE**

The City of Statesboro pledges to practice and promote civility within the governing body as a means of conducting legislative duties and responsibilities.

**SECTION TWO**

The elected officials of the City Council enact this civility pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the City of Statesboro.

**SECTION THREE**

This pledge strives to ensure that all communication be open, honest, and transparent as this is vital for cultivating trust and relationships.

**SECTION FOUR**

This pledge strives to show courtesy by treating all colleagues, staff and members of the public in a professional and respectful manner whether in-person, online or in written communication, especially when we disagree.

**SECTION FIVE**

This pledge strives to ensure mutual respect to achieve municipal goals, recognizing that patience, tolerance and civility are imperative to success and demonstrates the Council’s commitment to respect different opinions, by inviting and considering different perspectives, allowing space for ideas to be expressed, debated, opposed, and clarified in a constructive manner.

**SECTION SIX**

This pledge demonstrates our commitment against violence and incivility in all their forms whenever and wherever they occur in all our meetings and interactions.

**SECTION SEVEN**

The City of Statesboro expects members of the public to be civil in its discussion of matters under consideration by and before the City Council, with elected officials, staff, and each other.

**ADOPTED** this 3rd day of December, 2024.

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

\_\_\_\_\_  
Shari Barr, Mayor Pro Tem

\_\_\_\_\_  
Tangie Johnson, Councilmember

\_\_\_\_\_  
Paulette Chavers, Councilmember

\_\_\_\_\_  
Ginny Hendley, Councilmember

\_\_\_\_\_  
John Riggs, Councilmember

**ATTEST:**

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** John Washington, Director – Public Works and Engineering

**Date:** November 6, 2024

**RE:** Project Framework Agreement (PFA) with Georgia Department of Transportation (GDOT)  
Creek on the Blue Mile (COTBM) – Bridge and Trail projects

**Policy:** Grant Application

### **Recommendation:**

Staff recommends approval of and execution of PFA by the Mayor for the Creek on the Blue Mile projects within and adjacent to GDOT rights-of-way.

### **Background:**

The City of Statesboro has received funding from GDOT for the subject project(s) to supplement the City's original funding commitment. Due to the unique nature of this project mutually serving both the GDOT and the City, GDOT has prepared an intergovernmental agreement (i.e. PFA) that will allow the two entities to partner on the construction of COTBM bridge and trail projects. City staff seeks to attach this agreement to the application to administer and receive funding for federal-aid projects. The City's engineering and design consultant shall accomplish the preliminary engineering (PE) activities in accordance with and pursuant to the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the GDOT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of GDOT. The primary consultant engineering firm or subconsultants hired by the City to provide services on the COTBM shall be prequalified with GDOT in the appropriate area-classes. GDOT shall, on request, furnish the City with a list of prequalified consultant firms in the appropriate area-classes.

**Budget Impact:** Matching funds originally pledged by the City of Statesboro

**Council Person and District:** Paulette Chavers, District 2; Ginny Hendley, District 3

**Attachments:** Project Framework Agreement (PFA)  
Design Funding for Bridge work associated with the Blue Mile Project - PI 0019357  
GDOT Local Let Request COTBM Bridge May-5-2023  
Transportation Alternatives Program (TAP) Application\_FY23\_Review\_applic\_rev02

**RESOLUTION 2024-35:**

**A Resolution approving application and further authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Project Framework Agreement (PFA).**

**THAT WHEREAS**, the City is authorized to participate in the Georgia Department of Transportation Local Administered Project (LAP) Program;

**WHEREAS**, the Program provides the Local Government the ability to administer road improvement projects within the City of Statesboro for the benefit of the citizenry;

**WHEREAS**, the Program requires that the City identify and demonstrate a qualifying transportation project and submit application in order to receive funding assistance for said project(s);

**WHEREAS**, the Program agreement requires the Local Government to follow GSOT requirements for engineering of said project(s); and,

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

**Section 1.** The City Manager recommends partnering with Georgia Department of Transportation to design the bridges and Little Lotts Creek trail projects and to receive funding for these projects.

**Section 2.** City Council hereby authorizes the Mayor to execute the Project Framework Agreement and all other documents required by the Georgia Department of Transportation related to this application.

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

Adopted this 19th day of November, 2024.

CITY OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, City Clerk



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

September 3, 2024

The Honorable Jonathan M. McCollar  
Mayor  
City of Statesboro  
50 E. Main Street  
Statesboro, GA 30458

**RE: Design Funding for Bridge work associated with the Blue Mile Project - PI 0019357**

Dear Mayor McCollar:

Thank you for the meeting earlier this summer to discuss the Blue Mile project and recent email follow-up seeking funding support. The Georgia Department of Transportation (GDOT) will fund up to \$3 Million of the preliminary engineering phase for the referenced project on US 301 (Main St), SR 67 (Fair Road), and S Zetterower Ave over Little Lotts Creek.

This funding amount will supplement the City's original funding commitment and was based on a review of the information the City provided. GDOT's project manager, Teresa Scott, will follow up with a formal Project Funding Agreement (PFA) to document GDOT's commitments on the project. The PFA will define the participation commitments for both the City of Statesboro and GDOT. Separate agreements may be necessary for Right of Way acquisition and Construction and would be executed commensurate with project development. GDOT acknowledges that construction costs have increased since this project was programmed, and GDOT will fully fund the bridge and culvert work, less any aesthetic costs. The design and construction funding are federally funded, and the City must follow the federal process to ensure project eligibility.

I am pleased that GDOT can partner with the City of Statesboro on this important project that will help bring the City's vision of the Blue Mile Community Revitalization Plan to fruition. I look forward to seeing the continued enhancement of this section of Statesboro. Should you have any questions, please feel free to reach out.

Sincerely,



Russell R. McMurry, P.E.  
Commissioner

cc: The Honorable Daniel Snipes, State Transportation Board, 12th Congressional District  
Troy Pittman, District Five Engineer



## City of Statesboro

### PUBLIC WORKS AND ENGINEERING DEPARTMENT

May 5, 2023

Troy Pittman, P.E., District Engineer – District 5  
Georgia Department of Transportation  
P.O. Box 610  
Jesup, Georgia 31598

**RE: Request for Local Let, City of Statesboro  
P.I. #0019357 – Little Lotts Creek Bridge Replacement  
Creek on the Blue Mile – SR73/US301 (S. Main), SR67 (Fair Rd.), S. Zetterower Ave.**

Dear Mr. Pittman,

The City of Statesboro (City) has received notice that Georgia Department of Transportation (GDOT) has programmed funding for construction of bridge replacement(s) on SR 73, SR 67 and CS699. The construction and implementation of the bridges are considered in the GDOT Office of Program Delivery with a commitment of bridge construction funds only in the amount of \$6,000,000 and Utility in the amount of \$500,000.

As discussed previously with you, the City is currently completing 90% design of floodway improvements and a pedestrian walkway along Little Lotts Creek from S. College Street to S. Zetterower Avenue. The subject project is currently identified as GDOT Let. In order to maintain schedules for both implementation of the floodway, pedestrian walkway and bridge improvements, the City is submitting a request for GDOT to allow the City to perform Local Let services for the subject project(s). A GDOT pre-qualified consultant will be retained by the City to assist in management and implementation of these projects.

The City maintains the expanded project would be administered better to include bridge replacements during or before constructing the drainage improvements and pedestrian walkway. Through a Project Framework Agreement (PFA), the City is prepared to accept the bridge replacement project from GDOT and administer the expanded project. The City acknowledges this arrangement requires GDOT oversight and for the City to follow all GDOT requirements for federal-aid projects.

The City anticipates completing floodway and pedestrian improvements design for an anticipated construction let date in FY25. Please let me know if you need anything else necessary to support this request. Your consideration of this request is greatly appreciated.

Sincerely,

John Washington, P.E., R.L.S.  
Director – Public Works and Engineering, City Engineer

cc: Jason Boyles, Assistant City Manager

P.O. Box 348  
Statesboro, GA 30459

Phone: 912.764.0655/912.764.0681  
Fax: 912.764.0664

[engineering@statesboroga.gov](mailto:engineering@statesboroga.gov)



## TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE FUNDING APPLICATION FY 2023

### SECTION 1: GENERAL INFORMATION

This application form is intended for projects in urban/urbanized areas (population of 5,000 to 200,000) people or nonurban areas (population less than 5,000.) Urban areas with more than 200,000 people are called Transportation Management Areas (TMA). Current TMAs in Georgia include Atlanta, Augusta, Savannah, Chattanooga, and Columbus. Please check the eligibility of your project location [here](#). Additionally, GDOT requires that the total project cost estimates have to be at least \$1,000,000 to be eligible.

The Fact Sheet on Transportation Alternatives following the Bipartisan Infrastructure Law (published Nov. 2021) could be found here: <https://www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm>.

### SECTION 2: APPLICANT AGENCY INFORMATION

While not required, LAP certification is encouraged and will be given priority for TA funding. Click [here](#) for current list of LAP-certified agencies. Please note, if awarded, current LAP certified agency has to maintain the LAP certification throughout the project delivery process.

<b>Agency name/ Project Sponsor:</b>	<b>City of Statesboro</b>
<b>City:</b>	Statesboro
<b>County:</b>	Bulloch
<b>ZIP Code/ P.O. Box:</b>	30459
<b>Area Population Size:</b>	<input type="checkbox"/> Less than 5,000 <input checked="" type="checkbox"/> 5,000 to 49,999 <input type="checkbox"/> 50,000 to 200,000
<b>Contact Person:</b>	John Washington
<b>Title:</b>	Director - Public Works and Engineering
<b>Phone Number:</b>	(912) 764-0681
<b>Email Address:</b>	john.washington@statesboroga.gov
<b>DATA UNIVERSAL NUMBER (DUNS)</b>	02-655-6241

*(The federal government requires that all applications for Federal grants and cooperative agreements with the exception of individuals other than sole proprietors have DUNS number. The Federal government will use the DUNS number to better identify related organizations that are receiving funding under grants and cooperative agreements, and to provide consistent name of address data for electronic grant application systems. If an applicant needs to obtain a DUNS Number, please call the dedicated toll-free DUNS Number request line a 1-866-705-5711).*

## SECTION 3: PROJECT INFORMATION

### I. Project Eligibility

Check ONE box that fits your project the best. A project might be eligible under the Transportation Alternatives (TA) Set-Aside (23 U.S.C. 101(a)(29)) related to surface transportation, or the Recreational Trail Program (23 U.S.C. 206), or the Safe Routes to School Programs (23 U.S.C. 208), or any activities in furtherance of a vulnerable road user safety assessment (23 U.S.C. 148(a)).

1.  Construction, planning, and design of on-road and off- road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
2.  Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
3.  Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
4.  Construction of turnouts, overlooks, and viewing areas.
5.  Community improvement activities, including:
  - (i)  inventory, control, or removal of outdoor advertising;
  - (ii)  historic preservation and rehabilitation of historic transportation facilities;
  - (iii)  vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
  - (iv)  archaeological activities relating to impacts from implementation of a transportation project eligible under 23 U.S.C.
6.  Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to:
  - (i)  address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff; or
  - (ii)  reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
7.  Any project eligible under the safe routes to school program under 23 U.S.C. 208, including:
  - (i)  Infrastructure-related projects eligible under 23 U.S.C. 208(g)(1).
  - (ii)  Non-infrastructure-related activities eligible under 23 U.S.C. 208(g)(2).
  - (iii)  SRTS coordinators eligible under 23 U.S.C. 208(g)(3).

- 8.  Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways. See [Boulevards from Divided Highways](#) for examples.
- 9.  Activities in furtherance of a vulnerable road user safety assessment ([as defined in section 148\(a\)](#))
- 10.  Any project eligible under the recreational trails program (RTP) under 23 U.S.C. 206.

**II. Project Brief Description**

Check the box if this project has a GDOT Project Identification (PI) number.

If Yes, please provide the PI#:

Please briefly describe the project in the field below:

The Creek on The Blue Mile Project (COTBM) is to enhance the South Main Corridor of downtown Statesboro through the development of a creek side pedestrian promenade and linear park with improved channel improvements. Additional goals of the Project is development of a linear park along the creek to provide pedestrian connectivity, create economic opportunities and promote recreation.

**III. Project limits**

*Skip this section if your project has a phase that was previously awarded Transportation Alternatives funds and programmed with a PI number. A TA-funded project may be undertaken on a road functionally classified as a local road or a rural minor collector unless the road was on a Federal-aid highway system on January 1, 1991 with a few exceptions. The project does not have to be on a road.*

**Total length (miles):**

**Width (ft.):**

Check the box if the project is within 5 miles of an airport.

**Project Location:** Enter intersecting street OR Mile Point OR Coordinates (X, Y). Tip: Zoom in Google Map to the largest scale, right click the location then copy the coordinates and past them in the fields below.

**From:**

**To:**

**IV. Right of Way Information**

Existing public right of way is sufficient to build this project.

The applicant agency/ project sponsor owns the public right of way.

*For projects on GDOT ROW, obtain a letter indicating your project is feasible in concept from appropriate GDOT local officials. Please provide as much detail about your project as possible and allow sufficient time to receive a letter. If additional property must be acquired to complete the project, identify ownership and value of property, either purchased or donated. Please include an attachment that shows estimates for Required Right of Way and easement for Construction and Maintenance. The attachment must include details such as (1) Parcel #, (2) Type of Property, (2) Name of Owner, (3) ROW Amount (sf), (4) Value per sf, and (5) Total per Parcel.*

Funds have been budgeted for both the processing and fair market value of each property.

Attach Required Right of Way and Easement Document here.

Use the "File Attachment" in your PDF reader such as Adobe Acrobat or Bluebeam Revu, etc.

**V. Project Maintenance and Management Plan**

Attach a Maintenance Policy that shows the long-term maintenance plan for public use here.

*OR provide a description of how this project will be maintained in the long term, including personnel and cost information.*

Semi-annual maintenance is proposed to help maintain the promenade. The operations and maintenance of the promenade will be performed by the City Public Works Department with support from local businesses. Duties will consist of inspection for concrete structural integrity of the main promenade/pedestrian areas. Maintenance operations will be funded from the Public Works General Fund. The maintenance is scheduled for January and June for typically 10 days. See attachment for O&M plan.

### VI. Environmental Assessment

Attach any previously prepared environmental documentation to this application. If no previously approved environmental documentation is available, the applicant must complete necessary studies if any, and have them approved prior to project implementation. This requirement does not apply if the application is for planning or feasibility studies only. Indicate below any impact the project is expected to cause.

- |  |   |
|--|---|
| <input type="checkbox"/> Displacement of residence or business                   | <input type="checkbox"/> Within coastal zone  |
| <input type="checkbox"/> Disruption of neighborhoods                             | <input type="checkbox"/> Endangered species   |
| <input type="checkbox"/> Impacts agricultural or recreational lands              | <input type="checkbox"/> Air/water quality    |
| <input type="checkbox"/> Impacts historical/archaeological sites                 | <input type="checkbox"/> Noise                |
| <input checked="" type="checkbox"/> Impacts wetlands, streams/lakes, floodplains | <input type="checkbox"/> Hazardous waste site |

Any county, state, and/or federal permits required will have to be secured by the applicant prior to contract signing. These may include Army Corps of Engineers, Office of Coastal Resource Management, Coast Guard, Federal Energy Regulatory Commission, County Sediment and Erosion Control and Stormwater Management Ordinance, or State Budget and Control Board.

Attach Environmental Document here. Use the "File Attachment" function in your PDF reader.

Attach Project Concept or Scope here. Use the "File Attachment" function in your PDF reader.

Additional Comment:

See attachments for O&M plan, Executive Summary Environmental Assessment, COTBM Project Scope and Cost Estimate for full response.

## SECTION 4: PROJECT COST AND FUNDING

### I. Project Cost Estimates

Attach Itemized Project Cost Estimates. Use the "File Attachment" function in your PDF reader.

Itemize all project elements and costs. List item, description, quantity, unit price, amount, etc. Ensure costs shown are accurate and sufficient to satisfactorily complete all work anticipated in accordance with federal requirements. If the project location is in close proximity to a railroad crossing that does not have automatic gates with flashing light signals (within 500' along the mainline roadway, and within 200' of the mainline roadway on intersecting roads), project funds to upgrade the railroad signals may be required pursuant to federal regulations. All budget item costs for project administration and management to adequately accomplish the work must be shown. These expenses are to include engineering, inspection, and testing in accordance with state and federal requirements. Applicants **MUST** show a 10% contingency fee for the project.

Additionally, please provide a summary of project cost breakdown by phase below. GDOT requires that the total cost estimates must be at least 1 million for the project to be considered for TA funding.

Phase	Cost Estimates	Fiscal Year
Preliminary Engineering	\$2,650,000.00	2022
Right-of-Way (ROW)	\$0.00	2023
Construction	\$24,282,425.00	2025
TOTAL	\$26,932,425.00	

### II. Requested Funding

Please check the appropriate box to indicate the project phase(s) that you are requesting TA funds for.

For most TA Set-Aside projects, the Federal share is generally 80% with a 20% State or local match. The Bipartisan Infrastructure Bill allows certain project types to be funded up to 100% with federal money. However, this comes with certain conditions. 100% federal funding is up to the state's discretion and is not guaranteed. See [Transportation Alternatives \(TA\) Set-Aside Implementation Guidance \(March 30, 2022\)](#), p. 16 and p. 17 for more details.

Phase	Requested TA Fund (\$)	Local Match (\$)	Other fund sources (\$)
<input type="checkbox"/> Preliminary Engineering	\$0.00	\$0.00	\$0.00
<input type="checkbox"/> Right-of-Way (ROW)	\$0.00	\$ 0.00	\$0.00
<input checked="" type="checkbox"/> Construction	\$5,932,425.00	\$1,500,000.00	\$0.00
Share	79.81816%	20.18184%	0.00000%

Additional Comment:

See attachments for O&M plan, Executive Summary Environmental Assessment, COTBM Project Scope and Cost Estimate for full response.

### SECTION 5: PROJECT IMPACTS

Check the box(es) that show the project importance to local/regional transportation, health, safety, environment, and economic development, etc. Please include data and examples to support project impacts.

- |  |   |
|--|---|
| <input type="checkbox"/> The project is included in a local or regional plan | <input checked="" type="checkbox"/> Accessibility/ Connectivity/ Mobility |
| <input type="checkbox"/> Health and Safety                                   | <input checked="" type="checkbox"/> Environment                           |
| <input checked="" type="checkbox"/> Local/ regional economic development     | <input type="checkbox"/> Other impacts                                    |

Please provide explanation for all of the marked impacts. **Where possible, show the project impacts to disadvantaged populations such as the elderly, people with disabilities, minorities, and low-income residents, etc. Breakdown your explanation into the categories above. This information is crucial to how your project scores and ranks.**

The one of the objectives of this project is to construct a promenade along Little Lotts Creek to improve interconnectivity and expand the City's interconnectivity for pedestrian travel to areas of the City with parks and recreation. Additional objectives in the area is to spur economic development by allowing access to new development, and to improve interconnectivity in the area by creating bridges across the proposed promenade in the area. This economic development initiative should positively affect the lives of the residents of Census Tract 1104.01, which is considered a low-income community and one of 6 opportunity zones in the County and has 3800 residents total. Stormwater improvements have been made along S. Main St./US 301/SR73 to reduce flooding from the roadway. The recent streetscape improvements will allow interconnectivity to the geographic area. The geographic boundary of the development is the section of South College Street to South Zetterower Street, the impact to the surrounding area would be significant in reducing the overall issue of flooding on the roadway.

*(SECTION 5: PROJECT IMPACTS - Continued)*

A Cost-Benefit Analysis was conducted by the Georgia Southern Center for Business Analytics and Economic Research regarding the overall project, and it was determined that the project would likely provide approximately 647 jobs from new commercial, office and retail development with an average salary of approximately \$32,000. This amount is above the local median family income of the municipality, and would benefit the nearly 41% of people living in poverty.

See attached for Executive Summary Environmental Assessment and Final Economic Impact Analysis for full response.



## SECTION 6: PUBLIC ENGAGEMENT AND COMMUNITY SUPPORT

Describe the process of engaging the public and other stakeholders (e.g. local government entities, private citizens, regional organizations, non-profit, and civic groups) in the development of this project.

City of Statesboro City council and Mayor established the Creek District Oversight Committee and conducts its activities under the same name. The Committee's objective is to provide input and make recommendations to Mayor and Council regarding development, zoning, and design standards and guidelines for the area containing the project commonly known as the Creek on the Blue Mile. The BMF, which created the "Creek Commission" which has engaged over 30 citizens in a Creek Commission. This Commission includes professionals from all areas of our community who are committed to bringing the Creek on the Blue Mile to fruition. They come from the various backgrounds including academia (to promote public, private and collegiate education), arts (to promote arts and art history), horticulture (to promote greenspace and beauty through plants- on and out of the creek), infrastructure (to coordinate and assist local and state governments improvement of our storm water drainage area in this corridor) and housing (to promote housing downtown and along the creek from all sectors -low, middle and high income-including Habitat for Humanity). The commission meets regularly to share ideas and market the creek initiative to the community. This initiative created an environment for the community to believe in and support revitalization through the creek project.

See attachment for full response on Public Support and Community Support.

## Appendix: Supporting documents

*Insert your supporting documents as attachments below. Use the "Attach File" function of your PDF reader. Please name your attachments in a meaningful manner.*

Operatons & Maintenance

Executive Summary Environmental Assessment

COTBM Project Scope

COTBM OPCC Estimate

Final Econ Impact Analysis

Public Engagement and Community Support

**John  
Washington** Digitally signed by  
John Washington  
Date: 2023.01.20  
15:53:14 -05'00'

John Washington

Director - Public Works and Engineering

01-20-2023

# 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

**From:** Demetrius C. Bynes, Director of Human Resources

**Date:** November 26, 2024

**RE:** December 3, 2024 City Council Agenda Items

**Policy Issue:** Consideration of a motion to apply for the Georgia Reads Community Grant for \$25,000.00

**Recommendation:** Approve

**Background:** The Georgia Council on Literacy created the Georgia Reads Community Award, an award designed to recognize the importance of community approaches involving meaningful partnerships in achieving literacy goals. The Village Builders Initiative and Restoring the Breach, Incorporated desire to collaborate and expand upon financial literacy efforts for students working in Youth Connect, the City's summer employment program. Acquiring the grant ensures students are provided vital financial literacy training benefitting them and their families while promoting economic stability, informed decision-making, and preparedness for unexpected events.

**Budget Impact:** None

**Council Members:** All

**Attachment:** Resolution

**RESOLUTION 2024 - 36: A RESOLUTION APPROVING  
SUBMISSION OF AN APPLICATION FOR THE GEORGIA  
READS COMMUNITY GRANT**

**THAT WHEREAS**, the Mayor and City Council understand the impact youth programs can have on youth and the City government; and

**WHEREAS**, the Mayor and City Council support partnerships which further the mission of the Village Builders program; and

**WHEREAS**, the Mayor and City Council have found that the Georgia Reads Community Grant is a desirable funding opportunity to support the Statesboro Village Builders Initiative; and,

**WHEREAS**, City staff will prepare an application to submit by the established deadline; and,

**WHEREAS**, no local match for said application is required; and,

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

Section 1. That the Mayor and City Council hereby approve the submittal of an application for funding via the Georgia Reads Community Grant.

Section 2. That the Mayor is hereby authorized to execute all documents related to the application of said Program.

Adopted this 3th day of December, 2024.

STATESBORO, GEORGIA

\_\_\_\_\_  
By: Jonathan McCollar, Mayor

\_\_\_\_\_  
Attest: Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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

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

**To:** Charles Penny, City Manager

**From:** Demetrius C. Bynes, Director of Human Resources

**Date:** November 26, 2024

**RE:** December 3, 2024 City Council Agenda Items

**Policy Issue:** Consideration of a motion to apply for the Youth and Community Violence Prevention Action Teams Program Grant

**Recommendation:** Approve

**Background:** In recent years, youth and community violence has increased at alarming rates, creating a public health crisis and a lasting legacy of trauma. Systemic and structural racism drive disparate health outcomes, disproportionately affecting Black, Indigenous, Latinx and other racial/ethnic minorities. The Centers for Disease Control and Prevention defines youth violence as young people (ages 10-24 years old) intentionally using physical force or harm against others; and similarly defines community violence as interpersonal violence generally occurring outside the home between people who are unrelated, with youth and young adults (ages 10-34) in communities of color being disproportionately affected. In 2020, homicide was the second leading cause of death for teens and young adults aged 15-24, with more than 92% of which were caused by firearms. The City of Statesboro desires to apply for the grant since this concern impacts the work of the Village Builders Initiative, the Youth Commission, and the One Boro Commission.

**Budget Impact:** None

**Council Members:** All

**Attachment:** Resolution

**RESOLUTION 2024 - 37: A RESOLUTION APPROVING  
SUBMISSION OF AN APPLICATION FOR THE YOUTH AND  
COMMUNITY VIOLENCE PREVENTION ACTION TEAMS  
PROGRAM GRANT**

**THAT WHEREAS**, the Mayor and City Council understand the impact youth programs can have on youth and the City government; and

**WHEREAS**, the Mayor and City Council support partnerships which further the mission of the Village Builders program; and

**WHEREAS**, the Mayor and City Council have found that the Youth and Community Violence Prevention Action Teams Program Grant is a desirable funding opportunity to support the Statesboro Village Builders Initiative; and,

**WHEREAS**, City staff will prepare an application to submit by the established deadline; and,

**WHEREAS**, no local match for said application is required; and,

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

Section 1. That the Mayor and City Council hereby approve the submittal of an application for funding via the Youth and Community Violence Prevention Action Teams Program Grant.

Section 2. That the Mayor is hereby authorized to execute all documents related to the application of said Program.

Adopted this 3th day of December, 2024.

STATESBORO, GEORGIA

\_\_\_\_\_  
By: Jonathan McCollar, Mayor

\_\_\_\_\_  
Attest: Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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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:** Mr. Charles Penny, City Manager

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

**Date:** November 25, 2024

**RE:** First Budget Amendment

Enclosed is the First Budget Amendment for Fiscal Year 2025. The amendment is to Carryforward Capital items budgeted for in Fiscal Year 2024 but not completed as of June 30, 2024. I recommend the approval of the proposed budget amendment.

RESOLUTION 2024-38: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2025 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this First Budget Amendment for Fiscal Year 2025;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Budget Amendment for the City's Fiscal Year 2025 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount



appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

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

Adopted this 3<sup>rd</sup> day of December, 2024.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

**ATTACHMENT #1**

**FY 2025 FIRST BUDGET AMENDMENT**

**100 General Fund:**

- No Changes.

**Net effect on Fund is: None.**

**210 Confiscated Assets Fund:**

- No Changes.

**Net effect on Fund is: None.**

**221 CDBG Fund:**

- No Changes.

**Net effect on Fund is: None.**

**224 US Department of Justice Grant:**

- No Changes.

**Net effect on Fund is: None.**

**250 Multiple Grants Fund:**

- No Changes.

**Net effect on Fund is: None.**

**270 Statesboro Fire Service Fund:**

- No Changes.

**Net effect on Fund is: None.**

**275 Hotel/Motel Fund:**

- No Changes.

**Net effect on Fund is: None.**

**286 Technology Fee Fund:**

- No Changes.

**Net effect on Fund is: None.**

**230 ARPA FUND**

- Increase Expenditure for ENG-141 Whitesville Community Park by \$1,200,000. \$200,000 is carry forward, \$1,000,000 is additional funds.
- Increase Expenditure for WWD-32e Extension of Water/Sewer Ramble Rd by \$2,498,002. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Fund Balance by \$2,698,002.**

### **323 2013 SPLOST Fund:**

- Increase Expenditure for STM-29 Lydia St. at Hart St. Culvert Improvements by \$260,175. Carry forward project from FY2024.
- Increase Expenditure for STM-36 Lake Sal Detention Facility by \$972,445. Carry forward project from FY2024.
- Increase Expenditure for WWD-111 Install New Well by \$1,067,055. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Fund Balance by \$2,299,675.**

### **324 2018 TSPLOST Fund:**

- Increase Expenditure for ENG-92 West Main Streetscape by \$163,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-96 Traffic Studies and Planning by \$50,845. Carry forward project from FY2024.
- Increase Expenditure for ENG-114 Roadway Geometric Improvements by \$250,100. Carry forward project from FY2024.
- Increase Expenditure for ENG-115b South Main St. (Blue Mile) Phase II by \$188,620. Carry forward project from FY2024.
- Increase Expenditure for ENG-122c Hwy 24 (E. Main St.) Sidewalk from Hwy 80 to Packinghouse Rd. by \$769,175. Carry forward project from FY2024.
- Increase Expenditure for ENG-122g Gentilly Rd. Sidewalk from E. Jones to Savannah Ave. by \$289,875. Carry forward project from FY2024.
- Increase Expenditure for ENG-122h E. Jones Ave. Sidewalk from S. Main to S. Zetterower Ave. by \$301,780. Carry forward project from FY2024.
- Increase Expenditure for ENG-122i N. College Sidewalk Proctor to Hwy 80 by \$188,090. Carry forward project from FY2024.
- Increase Expenditure for ENG-122j N. Zetterower Ave Sidewalk by \$192,180. Carry forward project from FY2024.
- Increase Expenditure for ENG-122k W. Main St. Sidewalk from Ivory St. to Foss St. by \$260,070. Carry forward project from FY2024.
- Increase Expenditure for ENG-122l S. College St. Sidewalk, W. Jones Ave to W. Brannen St. by \$50,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-122m Chandler Sidewalk from Knight to Existing Sidewalk by \$143,630. Carry forward project from FY2024.
- Increase Expenditure for ENG-123 Intersection Improvements by \$100,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-124 Roadway Improvements by \$100,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-124e Max Lockwood Dr. Improvements by \$252,565. Carry forward project from FY2024.
- Increase Expenditure for ENG-125 Street Maintenance Improvements by \$79,665. Carry forward project from FY2024.
- Increase Expenditure for ENG-127 Traffic Calming and Pedestrian Crossing by \$975. Carry forward project from FY2024.

- Increase Expenditure for ENG-130 New Roads and Extensions by \$300,000. Carry forward project from FY2024.
- Increase Expenditures for ENG-134b Transit System by \$107,965. Carry forward project from FY2024.
- Increase Expenditure for ENG-136 Subdivision Incentive Program by \$106,560. Carry forward project from FY2024.
- Increase Expenditure for ENG-137 Roadway Improvements by \$16,995. Carry forward project from FY2024.
- Increase Expenditure for ENG-139 Traffic Signal Improvements by \$16,645. Carry forward project from FY2024.
- Increase Expenditure for STS-31 Sidewalk Maintenance & Repair by \$91,483. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Fund Balance by \$4,020,218.**

### **325 2019 SPLOST**

- Increase Expenditure for ENG-140 City Campus Expansion by \$30,457.
- Increase Expenditure for FD-87 Training Ground Facilities and Apparatus Storage by \$200,000. Carry forward project from FY2024.
- Increase Expenditure for FD-89 Station 1 Driveway by \$188,000. \$75,000 is carry forward, \$113,000 is additional funds.
- Increase Expenditure for NGD-71 Gateway Phase II Utility Improvements by \$260,000. \$200,000 is carry forward, \$60,000 is additional funds.
- Increase Expenditure for WWD-14 Water/Sewer Rehab by \$150,000. Carry forward project from FY2024.
- Increase Expenditure for WWD-14f Sewer Lining West Jones Ave & Denmark by \$650,000. Carry forward project from FY2024.
- Increase Expenditure for WWD-14u Sewer Lining Greenbriar Subdivision by \$400,000. Carry forward project from FY2024.
- Increase Expenditure for WWD-111 Install New Well by \$432,945. \$132,945 is carry forward, \$300,000 is additional funds.
- Increase Expenditure for WWD-196 Install Water Main on S&S Railroad & Burkhalter by \$1,541,750. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Fund Balance by \$3,853,152.**

### **326 2023 TSPLOST**

- Increase Expenditure for ENG-123g New Traffic Signals by \$250,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-127 Traffic Calming and Pedestrian Crossing by \$100,000. Carry forward project from FY2024.
- Increase Expenditure for ENG-129 Anderson Street Paving by \$35,125. Carry forward project from FY2024.
- Increase Expenditure for ENG-141 Whitesville Community Park by \$300,000. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Fund Balance by \$685,125.**

### **344 LMIG – Akins Boulevard**

- No Changes.

**Net effect on Fund is: None.**

### **350 Capital Improvements Program Fund:**

- No Changes

**Net effect on Fund is: None.**

### **505 Water and Sewer Fund:**

- Increase Expense on the Cash Flow Statement for WWD-155 Extension of Water/Sewer Bruce Yawn Comm Park by \$400,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for WWD-166 Replace Water Main on E. Olliff St., N. Main to N. Zetterower Ave. by \$419,108. \$149,108 is carry forward, \$270,000 is additional funds.
- Increase Expense on the Cash Flow Statement for WWD-187 Upgrade Sewer on Northside Dr. East & East Main by \$500,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for WWD-188 Upgrade Sewer on Fair Rd. S. Zetterower Ave to Herty Dr. by \$352,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for WWD-192 Inflow and Infiltration Evaluation of Sewer Main by \$50,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for WWD-195 Install Water Fill Station on Briarwood Rd by \$150,000. \$45,000 is carry forward, \$105,000 is additional funds.
- Increase Expense on the Cash Flow Statement for WWD-197 Install Sewer Main Lift Station S&S & Burkhalter by \$2,658,294. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for WTP-6 Replace Membrane Diffusers in the Aeration Basins by \$150,000. \$100,000 is carry forward, \$50,000 is additional funds.
- Increase Expense on the Cash Flow Statement for WTP-16 Motor Soft Starts for Existing Equipment by \$80,000. Carry forward from FY2024.
- Increase Expense on the Cash Flow Statement for WTP-21 Boom (Crane) Truck replacement by \$150,000. \$130,000 is carry forward, \$20,000 is additional funds.
- Increase Expense on the Cash Flow Statement Pumps and Aeration Blower System by \$2,152,314. Carry forward from FY2024.

**Net effect on Fund is: Decrease in Cash by \$7,061,716.**

### **507 StormWater Fund:**

- Increase Expense on the Cash Flow Statement for STM-46 Stream Restoration of Little Lots Tributary at E. Grady St. by \$506,268. \$388,703 is carry forward, \$117,565 is additional funds.

**Net effect on Fund is: Decrease in Cash by \$506,268.**

**515 Natural Gas Fund:**

- Increase Expense on the Cash Flow Statement for NGD-88 Subdivision Incentive by \$250,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for NGD-90 Akins Blvd Extension by \$240,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for NGD-93 Hill Street Shop Retaining Wall Replacement by \$30,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for NGD-95 GDOT Road Widening Hwy 301 N. by \$1,400,000. Carry forward project from FY2024.
- Increase Expense on the Cash Flow Statement for NGD-97 Windward South Subdivision by \$60,000. Carry forward from FY2024.
- Increase Expense on the Cash Flow Statement for NGD-98 CDBG Potential Infrastructure Improvements by \$150,000. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Cash by \$2,130,000.**

**541 Solid Waste Collection Fund:**

**Commercial Division**

- No Changes.

**Residential Division**

- No Changes.

**Rolloff Division**

- No Changes.

**Yardwaste Division**

- Increase Expense on the Cash Flow Statement for SWC-1 Knuckleboom Loader Truck by \$230,000. Carry forward project from FY2024.

**Net effect on Fund is: Decrease in Cash by \$230,000.**

**542 Solid Waste Disposal Fund:**

- Increase Expense on the Cash Flow Statement for SWD-52 Property Acquisition by \$550,000. Carry forward project from FY2024.
- **Net effect on Fund is: Decrease in Cash by \$550,000.**

**601 Health Insurance Fund:**

- No Changes.

**Net effect on Fund is: None.**

**602 Fleet Management Fund:**

- No Changes.

**Net effect on Fund is: None.**

**604 Wellness Fund:**

- No Changes.

**Net effect on Fund is: None.**

**605 Central Service Fund:**

- No Changes.

**Net effect on Fund is: None.**

# 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:** 11-25-2024

**RE:** InvoiceCloud Contract

**Policy Issue:** Contract for additional software for Customer Service.

**Recommendation:** Approval of the contract for InvoiceCloud. The additional software will enhance the Customer Service Department options for payments.

**Background:** InvoiceCloud would ease the process for one-time and registered payments. It would notify customers enrolling in auto pay of expiring credit cards automatically and allow them to update it anytime. It would enable those not signed up for e-billing to receive email and text notifications automatically.

**Budget Impact:** Approximately \$34,000/year in savings

**Council Person and District:** All

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A



## Billers Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will execute all third-party applications and enter into all agreements required for the Service without unreasonable delay, including without limitation Payment Processing Agreements and merchant agreements that may be required upon implementation, or later at such time as the Service operates with different or multiple payment processors. Throughout the Term of this Agreement, for "Invoice Types" listed on the Biller Order Form (e.g., real estate taxes, utility bills, parking tickets, insurance premium, loans, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization for processing of Biller's Customers' Payment Instrument Transactions, for each electronic payment method selected in the Biller Order Form.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data (to the extent that Invoice Cloud is permitted to provide pursuant to applicable law and PCI-DSS standards), within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud will retain Customer Data for a period from its creation for the time frame that is listed in the Biller Order under "Data Retention", and reserves the right to remove and/or delete remaining Customer Data no less than 60 days after termination or expiration except as prohibited by applicable law or in the event of exigent circumstances.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers consider confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as permitted under this Agreement or required to perform the Service or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, the Agreement, customer and/or prospective customer information, product features and plans, the marketing/sales collateral, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information that by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish,

## Billers Agreement

disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

**5. Billing.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are either auto debited from the Biller Bank Account or payable on receipt of invoice from Invoice Cloud, and are non-cancellable, and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify pricing with respect to applicable fees to be paid under this Agreement, at any time upon thirty days written notice to Biller: a) based on increases incurred by Invoice Cloud on Network Fees from credit card processors, bank card issuers, payment associations, ACH and check processors; or b) if, during the Term, the average credit card payment processed by Invoice Cloud for any three (3) consecutive month period exceeds 110% of the Average Credit Card Transaction \$ specified on the corresponding Invoice Parameter Sheet(s), to the extent that Invoice Cloud incurs increases in Network Fees. Invoice Cloud, on at least 30 days written notice to Biller, may also increase any or all fees referenced in the Biller Order Form (including any Invoice Parameter Sheets), by no more than the greater of CPI for the preceding period or 5%, provided, however, that such increase may not apply during the first year after the execution date of the Biller Order Form and may not occur more than once per year thereafter.

**6. Term and Termination.** The initial term of this Agreement shall commence as of the execution date of the Biller Order Form and continue for a period of five (5) years after the Go Live Date ("Initial Term"), and will automatically renew for each of additional successive three (3) year terms ("Renewal Term") unless terminated as set forth herein. "Term" as used herein shall mean the Initial Term and any Renewal Term. This Agreement may be terminated by either party effective at the end of the Initial Term or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. Upon any early termination of this Agreement by Invoice Cloud as a result of breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise invoice Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Biller Order Form and the Statement of Work, attached hereto and incorporated herein by reference (the "Statement of Work"), under normal use and circumstances, and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided, that the Biller shall maintain immediately accessible backups of the Customer Data (to the extent that Biller is permitted pursuant to applicable law and PCI-DSS standards). In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty.** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICE AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT EXPERIENCE DELAYS IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and/or any payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processors, ACH, bank and other related circumstances.

## Billor Agreement

Billor agrees and acknowledges that in the event that Billor has access to, receives from, creates, or receives protected health information, or Billor has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (“ARRA”), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Billor is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of payment for services and adjustment of Transactions. Billor is also required to disclose all refund, return and cancellation policies to Invoice Cloud and any applicable payment processors and Billor’s Customers, as requested. Any change in a return/cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billor allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billor will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billor may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer’s account; nor may Billor give cash/check refunds to a Customer in connection with a Transaction previously processed by credit card, debit card, ACH, or other electronic payment method, unless required by applicable law. Billor shall cooperate with Invoice Cloud to effect a timely Implementation by Billor allocating sufficient and properly trained personnel to support the implementation process and fully cooperating with Invoice Cloud and by securing the cooperation of Billor’s software and service providers and providing to Invoice Cloud the information required to integrate with Billor’s billing, CIS and other applicable systems.

**10. Indemnification.** Invoice Cloud shall indemnify and hold Billor and Billor’s employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Billor’s costs, and reasonable attorneys’ fees) arising out of: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction data). This indemnification does not apply to any claim or complaint relating to Billor’s failure to resolve a payment dispute concerning debts owed to Billor or Billor’s negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will charge the Billor and/or payer, payment transaction and other fees as provided in the Billor Order Form. In addition, Invoice Cloud will charge the fees set forth on the Billor Order Form for the initial platform setup, configuration, implementation and integration with Billor system(s) of its standard Service as set forth in the Statement of Work (the “Implementation”). Invoice Cloud reserves the right to also charge for changes and additions to the Implementation, and for any requests by Billor following the implementation which are agreed in writing by the parties, including without limitation for the following services, at its then standard rates:

- Custom development and features which are not stated in the Statement of Work and Billor Order Form, and change requests and modifications to existing platform functionality not stated in the Statement of Work and Billor Order Form;
- Additional integrations or integration modifications after the Go Live Date that are not provided for in the Billor Order Form or Statement of Work;
- Changes to bill presentment (web and PDF templates), billing system integrations, and other Service components coded or configured to Billor’s specifications after Billor has signed off on the relevant specification or Service is live;
- Custom data extracts and file requests that are not part of the Implementation signed off on by both parties; and
- Data conversion not listed in the Statement of Work, or repetitive re-loading of data due to Billor error.

**12. Limitation of Liability.** INVOICE CLOUD’S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLOR IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Billor.

**13. Export Control.** The Billor agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party’s email address (for Billor, that address on record on the Billor Order Form) or by written communication sent by first class mail or pre-paid post to the other party’s address on record in Invoice Cloud’s account information for Billor, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 101, Braintree, MA 02184

## Biller Agreement

Attention: Client Services or [helpdesk@invoicecloud.com](mailto:helpdesk@invoicecloud.com). Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the Term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.
- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. Beta Products.** In the event that there is any functionality labelled "Beta" on the Biller Order Form, such functionality is provided "AS IS" WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD'S AGGREGATE LIABILITY WITH RESPECT TO SUCH FUNCTIONALITY SHALL BE UP TO AND NOT EXCEED \$10.

### 19. General.

(a) With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than a Biller Order Form and any add on Biller Order Form, if applicable), and no documentation (including any implementation planning documents) except as specifically referenced in this Biller Agreement, shall modify, add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14, 18 and 19(a) and (b) shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the version of the Service that Biller is using. Where this Agreement is incorporated into, embedded in or otherwise made a part of a separate agreement between Invoice Cloud, Biller and a third party service provider ("Third Party Agreement"), and such Third Party Agreement is terminated or expires, Biller and Invoice Cloud agree that the terms and conditions of this Agreement shall survive and remain in effect as between Biller and Invoice Cloud until this Agreement expires or is otherwise terminated by either Biller or Invoice Cloud in accordance with the terms herein.

(b) Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/biller-terms-and-conditions](http://www.invoicecloud.com/biller-terms-and-conditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.

# Invoice Cloud

## Statement of Work

### The City of Statesboro

#### **Overview**

The Invoice Cloud (IC) suite of services (The Service) will give the **The City of Statesboro** (Biller) and its customers the ability to accept online payments for invoiced and non-invoiced items. The Service will allow the **The City of Statesboro** to offer online payment processing in a securely hosted real-time environment. Customers will be able to locate, view and print bills or invoices and payment records online and pay using credit cards, debit cards, and electronic checks.

#### **Definitions:**

1. Biller – Merchant / **The City of Statesboro**
2. Payer – Client customer, resident, person paying a bill or invoice
3. EBPP – Electronic Bill Presentment & Payment
4. Bill – Bill and Invoice are used synonymously throughout this document
5. RTDR - Real-Time Data Refresh – collects and aggregates the data as soon as a user accesses a specific function
6. NTDR – Near-Time Data Refresh – integration that happens periodically; the data is collected immediately but it is not aggregated until later – data can be processed every day, every hour or even every few minutes

#### **1. Security and Industry Compliance**

Invoice Cloud maintains full compliance with current applicable Payment Card Industry (PCI) standards, Cardholder Information Security Program (CISP) regulations and National Automated Clearinghouse Association (NACHA) rules and guidelines. Invoice Cloud will abide by such guidelines for the security of all cardholder data that Invoice Cloud possesses.

- a. **PCI** - Invoice Cloud will provide compliant storage of Biller's customer payment information that is certified by Visa/MasterCard. Data security measures are addressed during collection and transmission via SSL with our patent pending encryption technology. All confidential information will be treated in accordance with the PCI standards.
- b. **Software as a Service (SaaS) Architecture** – All Biller customer financial and payment information and the invoice presentment and payment processing application is housed offsite from Biller.
- c. **Browser Compatibility** - Invoice Cloud supports the most current version of the industry's most common browsers.

#### **2. Data Integration**

Invoice Cloud does maintain an integration with **Tyler InCode**. The integration for the **The City of Statesboro** will include the functionality found in Appendix B.

#### **3. Payer Portal**

The Payer Portal is an electronic bill presentment and online payment portal where a Biller's customer (Payer) can view a bill and then proceed, within the same user interface, to make an online payment.

- a. Invoice Cloud will present bills electronically through a payer portal that is branded for Biller or via an email notification, if the Payer provides an email address.
- b. The electronic invoice presentment will simulate the paper invoice Biller uses and will be available in PDF and/or html format.
- c. The Service may provide the Payer the option of making a payment via credit card (Visa, MasterCard, American Express and Discover) or electronic check (also referred to as ACH, e-check, EFT).

- d. The Service provides the Payer a one-time online payment option without registration, and the capability to register to access Payer's account history, schedule a payment, or set up AutoPay payments.
- e. A Payer will have the ability to choose their payment date (also known as scheduled payments).
- f. The system will accept partial, full, or overpayments as defined by the Biller.
- g. The Payer will register with the Service using the authentication method designated by Biller.
- h. Linking Accounts - After registering with the Service, the Payer will be able to login into their account(s). If the Payer has multiple accounts and uses the same authentication information for all accounts, the Payer will be able to link their account and view from a single registration. The Payer will then have the option to choose which account they would like to pay or view in further detail.
- i. The Payer will receive an email confirmation of payment after any payment process.
- j. The Payer will have the ability to search and access historical bills once they register with the Service. The Service will store twenty-four (24) months of rolling history from the point of Biller's first invoice file upload to the Service. This includes invoice history and account history.
- k. Biller has the option of allowing the Payer to pay via different payment methods which include online, IVR, IC Biller Portal, Pay by Text, CloudCSRConnect and CloudPOSConnect.
- l. Payers who have scheduled a payment or registered for AutoPay will receive email notification from the Service of pending payments.
- m. The Service includes shopping cart functionality.
- n. The Service will allow the Payer the option to elect paperless billing.
- o. A Payer registered for paperless billing will be automatically placed back on paper billing if their email address is undeliverable; notification of the Payer's undeliverable email address will be sent to Biller via email.
- p. The Service complies with Federal E-Signature Act for paperless billing and AutoPay by providing a system in which a Payer must confirm enrollment in paperless billing and/or AutoPay by responding to an email sent after the Payer registers for paperless billing and/or AutoPay through online self-service.

#### 4. **Biller Portal**

The Biller Portal is an administrative portal where Biller staff will have access to reporting, search customers, search invoices, search payments, initiate payments or credits, login as a Payer, modify email templates, etc.

- a. Biller can log in as the Payer on either the Biller or Payer Portal and make a payment on behalf of the Payer. There is an audit trail for who made the payment, and the source of every payment (CSR, Pay by Text, AutoPay, Web, IVR, etc.).
- b. Biller will have the capability of blocking future payments by specific Payer and payment method type (i.e. Credit Card or E-Check (ACH)).
- c. **Permissions** – The Biller Portal includes a table of role based permissions, determined by the Biller's System Administrator. Each permission is applied to a user ID on an individual basis to maximize flexibility. The system administrator can allow or disallow access to functions such as viewing data, creating reports, resending email notices, processing payments, credits or refunds, editing email templates and more. Since it is controlled by Biller administrator, changes can be made quickly on an as needed basis.
- d. **Administrative Email Notifications** - Biller may set up the system to send several administrative notifications and request system notifications be sent to multiple staff members. This allows different departments to get the information they need in a timely manner. The notifications include:
  - ACH Reject Notifications
  - Batch Close Notifications
  - Daily Management Report
  - File Processing Notifications
  - Month End Billing Invoice
  - Paperless Customer Email Bounce Daily Report

- Request System Notifications (this is the ticketing system available in the Invoice Cloud payer portal).
  - Status Notifications (notifications of planned outages, new features, etc.)
- e. **Biller Controlled Configuration Options** – The Biller Portal includes several Biller controlled configurable options to customize the way payments and customer accounts are handled. The Biller will be able to configure for:
- allowing Auto-Pay and scheduled payments
  - allowing customers to update their phone or mailing address through the payer portal
  - allowing customers to pay less than, or more than the balance due based on receivable type
  - updating Refund Policy description
  - updating customer service phone number

## 5. **Biller Portal - Reporting**

Biller can access a selection of pre-configured reports. Biller can request reports for daily, monthly, or date range activity. Most reports can be exported to excel files or scheduled for download as a custom report, as indicated by asterisk (\*) in the report name. All stored payment data is truncated, and this is reflected in all reports.

- a. Reports:
- b. Search Customers\*
- c. Search Invoices
- d. Search Payment Transactions\*
- e. Monthly Summary
- f. Registration Report\*
- g. Autopay Report\*
- h. Paperless Report\*
- i. Data Synchronization History
- j. EFT/ACH Rejects\*
- k. View Scheduled Payments\*
- l. Invoice File History
- m. Import Errors
- n. Daily Payments Received\*
- o. Total Outstanding Invoices
- p. Email Notification Summary
- q. Email Statistics
- r. Email Tracking
- s. Bounced Email Report
  - Email Statistics
  - Email Tracking
  - Bounced Email Report

## 6. **Payer Email Notifications**

Invoice Cloud provides a set of customizable email notification templates for each invoice type that are delivered for numerous events surrounding electronic invoice presentment and payment activity. Email notifications may be customized through the Biller Portal using a Word style editor and options to insert secure hyperlinks to website, links to electronic documents such as newsletter or bill inserts, and/or variable fields selected from the Biller's data file.

- a. Three (3) email notifications can be scheduled. The first notification is based on the number of days from the invoice due date. Second and third notifications will only be sent to Payers with an outstanding balance, not those with a scheduled payment, or Payers who have signed up for Auto-Pay.
- b. At the discretion of Biller, Payer email notifications can be delivered for each of the following events.

- First Invoice Email Notification
- Second Invoice Email Notification
- Third Invoice Email Notification
- Payment Transaction Receipt
- Declined Auto Pay Transaction
- Late Fee Email Notification
- Declined Scheduled Payment Notification
- Registered Customer Welcome Email
- AutoPay Registration Notification
- Paperless Registration Notification
- ACH Reject/Chargeback Notices (with reason codes and descriptors)
- Credit Card Expiration Notification
- Scheduled Payment Confirmation
- AutoPay Reminder Notification
- FlexPay Confirmation Notification
- Scheduled Payment Reminder
- Paperless Off Confirmation
- Online Bank Direct Payment Receipt
- Linked Accounts First Notice Notification
- Linked Accounts Second Notice Notification
- Linked Accounts Third Notice Notification
- AutoPay Off Confirmation
- Conveyed Customer Notification
- Multiple Registered Customers Welcome Email
- Recurring Scheduled Payment Confirmation
- Recurring Scheduled Payment Canceled

## **7. Business Rules**

The Invoice Cloud solution is designed for flexibility for customers and Billers. There are many rules currently available and we will also undertake the creation of new business rules as we both agree. Each bill type operates independently and can accept different payment types as well as other business rules. At Biller's option, multiple business rules can be applied to each bill type. Invoice Cloud provides flexibility regarding business rules to support specific needs, including:

- a. Ability to allow partial payments, over payments, full balance only, or late fees.
- b. Ability to allow payments beyond the due date - The service is designed to accommodate Biller specific business rules like allowing payments beyond their due date.
- c. Ability to allow for multiple payment types for one customer for the same bill - The service allows multiple payment types from one customer for the same bill when partial payments are allowed. Credit/debit card and e-check (ACH) can be run separately and an unlimited number of remittance types can be used. For example, a customer can pay part of a bill with a checking account, another part with a credit card and the remainder with a second credit card of a different type.



## 8. Implementation Process

Invoice Cloud assigns an Implementations Manager (IM) to each Biller. The IM will be the Biller's primary contact during the implementation process and coordinates all necessary resources from Biller, Biller software company, Invoice Cloud, and any sub-contractors. The IM will provide the Biller with the following documents to facilitate the project:

- a. **New Biller Questionnaire & Questionnaire Key** – Documents critical information needed to setup and initiate the service including information on business rules and feature selection.
- b. **Project Timeline** – Details project schedule and milestones.
- c. **Testing & Training Plan** – This plan walks the Biller through a set of user acceptance testing criteria and facilitates training on the service.

## 9. Support & Training

- a. **Business Hours** – The business hours will be Monday through Friday from 8 a.m. to 8 p.m. Eastern Standard Time. Note: Biller Support hours are 8 a.m. to 8 p.m. EST. Payer Support hours are currently 8 a.m. to 4 p.m. EST.
- b. **Help Desk** - The Service will provide a helpdesk ticketing system for Biller within the Biller Portal to get help from Invoice Cloud client support team. This tool will allow Biller to track and retain resolutions for historical reference.
- c. **Payer Support** – The Payer Support is two tiered with Biller staff as the first line of support regarding account, registration and billing questions. Issues with the Invoice Cloud service operation or incorrect credit card charges will be routed to Invoice Cloud Client Support via telephone or a Biller helpdesk ticket.
- d. **Biller Support** - If Biller encounters an inquiry which they cannot resolve Biller will create a helpdesk support ticket. Invoice Cloud Customer Support will address the issue and if applicable provide training to Biller to allow the address of tickets in a timely matter; often within twenty-four (24) business hours. Biller and technical support is available during business hours.
  - i. **Routine Technical Support** - Technical Support is available during business hours. Biller may call customer support directly; however, the use of the helpdesk ticketing system is encouraged as the preferred method of contact. Invoice Cloud staff views all tickets as they are submitted and routes them to the appropriate person for resolution.
  - ii. **Emergency After-Hours Support** – The helpdesk service is monitored after business hours and emergency support issues are addressed within one (1) hour. An emergency support issue is defined as an issue involving the system being down and inoperable and does not include Payer payment issues. Biller may request email notification be provided in the event the system is down and inoperable.
- e. **Service Enhancements** - Most enhancements do not require action on the part of Biller. Upgrades as agreed are done at the Invoice Cloud server level, so there are no mandatory actions for Biller to take. Support levels are not affected by enhancements.
- f. **Biller Training**- Biller staff will be guided in how to use the system through in-house training, documentation, remote live sessions, and access to our client support team.
  - All standard training will be done remotely. Invoice Cloud's training personnel will provide sessions for both Payer and Biller portals for Biller's staff.
  - Separate training is conducted for Biller's technical staff regarding the uploading of bill files and any other applicable processes.
  - Ongoing phone and Go-To-Meeting training will be provided during the first *month of use at no additional cost to Biller.*

## 10. Marketing

Invoice Cloud provides free marketing resources that billers can use to promote EBPP payment solutions to their payers. Billers will receive a comprehensive document outlining proven marketing best practices. In addition, billers will be granted access to Invoice Cloud's proprietary Marketing Resource Center. This online tool allows billers to easily and simply download and/or customize marketing materials on demand. These materials include:

- Bill inserts
- Envelope teasers
- Onsite posters
- Counter displays and clear acrylic stands
- Social media and website graphics
- Content for newsletters and press releases
- Pay buttons
- Email content and layout suggestions
- Communications plans
- and more

Billers also have access to weekly live training sessions where they will learn about our recommended best practices for effectively communicating the many benefits of making payments electronically and have the ability to ask questions. We'll outline simple steps to help improve online payment adoption among their customers. We'll also review the Marketing Resource Center which will enable billers to create many of the materials mentioned above

#### **11. CloudIVRConnect™**

The IC CloudIVRConnect allows Billers to accept payments via our interactive voice response system. It provides customers with 24-hour access to account status and billing information (total balance due, past due amount, last payment made, next billing date etc.). The following options are available:

- Provides for a toll-free call and a caller ID number set by the Biller
- Supports messaging in both English and Spanish
- Provides for a customizable initial greeting (includes City/County/Company name) – all remaining prompts are standard
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Replays information with Invoice Cloud generated confirmation #

#### **12. CloudSMSConnect™**

The IC CloudSMSConnect allows Billers to accept payments via SMS text messaging. The following options are available:

- Provides interactive registration and service sign-up confirmation
- Sends notification when new bills are available for payment
- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Allows for payment utilizing a stored-payment method

#### **13. AgentConnect™**

The IC AgentConnect allows Billers (Agent/CSR/Other) to login to the Customer Portal and perform actions on behalf of a specific customer/account. The following options are available:

- Ability to pay with credit card (Visa, MasterCard, Discover, American Express), debit card, or eCheck (ACH)
- Ability to enroll customer in AutoPay
- Ability to enroll customer in Paperless

- Ability to enroll customer in Pay by Text
- Option to require authorization/disclosure statement before Customer Portal entry
- Option to enable card swipe functionality at point of sale
- Provides built-in auditing to track Agent/CSR activity in the Biller Portal

**14. CloudStore™**

The IC CloudStore allows Billers to accept payments for non-invoiced services like books, t-shirts, etc., fire, police, building permits, or activity programs. The following options are available:

- Accept electronic check and or credit/debit cards.
- Customer receives immediate email confirmation of payment.
- Department receives email notification of purchase event for instant fulfillment services.
- Ability to apply convenience fees, if required.
- Reporting by service type.
- Linked to Biller branded payment portal.
- Each service type can have its own online registration form.
- Can be setup to accept payments over the counter.

**15. Online Bank Direct™**

The IC Online Bank Direct (OBD) allows Billers to electronically import echeck (ACH) payments initiated from consumer bank bill sites. The following options are available:

- Auto-matching of payments with open invoices
- Email consumer a payment notification for those customers with an email address on file
- Ability to apply a single payment to multiple invoices
- Custom search capabilities to locate matching invoice(s)
- Electronic deposit of corresponding echecks

This SOW contains many products, services and payment methods. Only the specific products, services and payment methods selected by the **The City of Statesboro**, as outlined in the Biller Order Form, are included in the delivery of products, services and payment methods.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

**The City of Statesboro**

**Invoice Cloud, Inc.**

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

By: Kevin W. O'Brien

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

Printed Name: Kevin W. O'Brien

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

Title: CEO

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

Date: 11/12/24

## **Appendix A: System Modifications**

As outlined below, Invoice Cloud has agreed to make the following changes to the setup and functionality of our platform:

**NONE**

## Appendix B: Integration Supported Features

Modules & Features	Tyler Technologies - Incode	
<b>PRODUCTS</b>		
Invoice Types	Utilities	
EBPP	Supported	
Cloud IVR Connect	Supported	
Pay by Text	Supported	
Apple Pay	Supported	
Google Pay	Supported	
PayPal	Supported	
<b>DATA EXCHANGE</b>	<b>Method</b>	<b>Frequency</b>
Invoices	Invoice Cloud FTP	As Needed
Payments	Lockbox/Payment File	Daily
AutoPay Flags	Manual via Biller Portal	As Needed
Paperless Flags	Manually via Biller Portal	As Needed
Account Balances	Adjustment/Balance File - FTP	As Needed
Block Payment Method (Credit/ACH)	Manually within Biller Portal	As Needed
<b>INVOICE FILES</b>		
IC Translates file	Supported	
Historical Data (2 years shown online)	Supported	
<b>BILL PRESENTMENT</b>		
PDF Extraction (Partial/Full)	Supported	
Link to PDFs	Preferred	
<b>BATCH CLOSE</b>		
Standard or Custom	Custom	
<b>CUSTOM OPTIONS</b>		
Branded Biller Portal	Supported	
Branded Payer Portal	Supported	

## Appendix C: Biller Deliverables

Deliverable
Sample Invoice File (BIF)
Sample Adjustment File
Sample Images of Bills
Auto Pay Conversion data if applicable
Paperless conversion data if applicable

SALES INFORMATION			
IC Sales Rep	Matthew McKinley	Vertical	Local Gov (Util, Tax, Misc)
Order Date	11/12/2024	Billing Software	Tyler - Incode

BILLER INFORMATION			
Ownership Type	Government	Phone	912-764-5468 Fax
Legal Name	The City of Statesboro, GA	Website URL	https://www.statesboroga.gov/
Address 1	50 East Main Street	Bus. Open Date	
Address 2		Federal Tax ID	
City	Statesboro	<i>*Federal Tax ID and Legal Name must match on all documents</i>	
State	GA ZIP 30458		

BILLER CONTACT	
Primary Contact Name	Cindy West
Phone	912-764-0652
Email Address	cindy.west@statesboroga.gov

SIGNING AUTHORITY			
Name	Jonathan McCollar	Title	Mayor
Phone		Fax	
Email Address	Jonathan.mccollar@statesboroga.gov		

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)	
<b>Note: Must include voided business check or bank letter for each unique account</b>	
Billing Method	Direct Debit
Routing #	Last 4 Acct #

PAYMENT METHODS ACCEPTED	
Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*			
Description	Interval	Cost Type	Cost
Billor Portal Access Fee	Monthly	Fixed (\$)	\$100.00
Credit Card - Chargeback Fee Submitter	Per Transaction	Fixed (\$)	\$15.00
EFT - ACH Reject Fee Submitter	Per Transaction	Fixed (\$)	\$15.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed (\$)	\$15.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed (\$)	\$0.25

HARDWARE					
Card Reader Type		Quantity		Cost per Reader	
Card Reader				Billing Interval	Monthly

Shipping Address  
(if different than location  
address)

--

**DATA RETENTION**

Months to Keep

24

\*Additional Fees apply if greater than 24 months

**IMPLEMENTATION CHARGES**

**Description**

**Interval**

**Cost**

Implementation (per SOW)

One-Time

\$0.00 (WAIVED)

**NOTES/SPECIAL HANDLING**

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[signature page follows]



CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby ratifies its authorization for Invoice Cloud, Inc. ("Invoice Cloud") to execute debit/credit entries to the Biller Bank Account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in Biller Bank Account account number(s) or bank has occurred at which time this authorization shall apply to such new/changed Biller Bank Account. This notification must be received no less than 10 business days in advance of any change. A fee will be charged for any returned or rejected ACH debits.
- B. By signing below, the Biller named: (1) has read, agreed to, ratifies the Biller Agreement, Biller T+Cs (referenced in the Biller Agreement) and other Order Forms previously executed by the Biller, and (2) certifies to Invoice Cloud that he/she is authorized to sign this Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit reports ; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will continue to be bound by the Order Form and the Biller Agreement in its entirety and any new agreement forms executed herewith; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Order Form changes, and (8) In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the Biller Bank Account at any time to ensure payment of the same.
- C. Pay by Text: Standard data rates and text messaging rates may apply based on the payer's plan with their mobile phone carrier. Payer can opt out of text messaging at any time with Invoice Cloud. Partial payment or overpayment is not supported. Biller may not use the service for activities that violate any law, statute, ordinance or regulation.
- D. This Biller Order Form will become effective only when signed by Invoice Cloud.

In WITNESS WHEREOF, the parties have executed this Agreement as of this day

Accepted by Biller:

X

Corporate Officer/Authorized Official

Jonathan McCollar

Printed Name

Mayor

Title

Accepted by Invoice Cloud, Inc.:

X

Corporate Officer

Kevin W. O'Brien

Printed Name

CEO

Title

**BILLER ORDER FORM  
INVOICE TYPE PARAMETER SHEET**

*Invoice Type Parameters must be completed for each invoice type*

Invoice Type	Utility	Pricing Model	Submitter	
Billers Pays Network Fees			No	

**CURRENT BILLING DETAILS**

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
13904	13904	13904	13904	13904	13904	13904	13904	13904	13904	13904	13904

Avg CC Transaction \$	106.00	Max Invoice \$	100,000.00	Bill Frequency	Monthly	Avg. Bills Per Month	13904
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**PRODUCTS AND SERVICES**

Products and Services	[EBPP] [IVR]
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**TRANSACTIONAL PRICING (Paid by Biller)**

Payment Source Description	Payment Method	Fee Rate %	Fee Amount \$	Additional Fee \$
All Payment Sources	Credit/Debit/PayPal		\$1.00	

**TRANSACTIONAL PRICING EXCEPTIONS**

**SERVICE FEES (Paid by Payer)**

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Min. Fee (\$) per Transaction
All Payment Sources	Credit/Debit/PayPal	2.50 %	Percent (%)	\$1.95
All Payment Sources	ACH/EFT	\$0.95	Fixed (\$)	
IVR Surcharge	All Payment Methods	\$0.50	Fixed (\$)	

**SERVICE FEE EXCEPTIONS**

**MAX PAYMENT CAP**

Card and PayPal Max (\$)	125,000	ACH Max (\$)	125,000
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**BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)**

*Note: must include voided business check or bank letter for each unique account*

Routing #		Last 4 Acct #		Last 4 Acct # for OBD	
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**NOTES / SPECIAL HANDLING**

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# 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 and Leah Harden, City Clerk

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

**Date:** November 22, 2024

**RE:** December 3, 2024

**Policy Issue:** Award of Contract

**Recommendation:** Staff recommends approval a contract with Coastal Regional Commission to provide grant writing and administrative services relating to the Community Home Investment Program (CHIP) Grant.

**Background:** In collaboration with Agape Worship Center and Bulloch County Habitat for Humanity, the City intends to apply for CHIP funding to allow for the redevelopment of the Johnson Street Urban Redevelopment Area. Using the Coastal Regional Commission, the City is allowed to waive the required bid process for grant application.

**Budget Impact:** \$3,000

**Council Person and District:** All

**Attachments:** CHIP Service Contract



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN THE  
CITY OF STATESBORO, GEORGIA  
AND THE  
COASTAL REGIONAL COMMISSION**

**THIS CONTRACT FOR PROFESSIONAL SERVICES** (“Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **City of Statesboro, Georgia**, a political subdivision of the State of Georgia, hereinafter referred to as “**CLIENT**”, and the **Coastal Regional Commission**, hereinafter referred to as “**CRC**”, each of the aforementioned being referred to collectively as the “**Parties**”.

**WITNESSETH THAT:**

**WHEREAS, the CLIENT** has requested that the **CRC** provide planning services to the **CLIENT**; and

**WHEREAS, the CRC** has professional staff and is agreeable to provide the **CLIENT** with planning services, as requested.

**NOW, THEREFORE**, it is distinctly understood and mutually agreed by the Parties as follows:

**I. RETENTION OF COASTAL REGIONAL COMMISSION**

The **CLIENT** and the **CRC**, in consideration of their mutual covenants herein, agree that the **CLIENT** will retain the **CRC** for the performance period as defined under Section IV of the Agreement and that the **CLIENT** will provide payment for those services rendered by the **CRC**, as outlined under Section VII of the Agreement.

**II. SCOPE OF SERVICES TO BE PROVIDED BY THE CRC**

The **CRC** agrees to provide the following professional services (the “Scope of Services”) to the **CLIENT** for the **CLIENT**’s 2025 Community Home Investment Program (CHIP) grant project (“Project”):

**Application Development**

- a) Provide general advice, guidance, and develop the **CLIENT**’s 2025 CHIP application.

**Grant Administration**

- a) Compile and organize all required information and supporting documents for grant award acceptance.
- b) Support in the fulfillment of all specific award conditions outlined in the grant award agreement.

- c) Provide comprehensive review and guidance to ensure procurement activities meet federal and state laws and regulations.
- d) Undertake general grant administration duties.
- e) Maintain and organize all Project documents and records. Upon Project completion, provide the CLIENT with a digital copy of all grant records.

### **III. CLIENT RESPONSIBILITIES**

- a) The CLIENT agrees to furnish and provide to the CRC any items necessary for the completion of services contemplated under Section II of the Agreement. The CRC's performance is directly dependent on cooperation of CLIENT officials and timeliness in submitting materials specified in the Agreement.
- b) CLIENT will provide full information and access to the applicable projects and files and provide complete copies of all correspondence and documents pertaining to the Project specified in the Scope of Services as amended from time to time in accordance with this Agreement.
- c) The CLIENT shall review deliverables and may request changes to deliverables within ten (10) business days of receipt of deliverables.
- d) The CLIENT is responsible for submitting the grant application and all grant deliverables as required by the grantor.
- e) The CLIENT will designate a person to act as the CLIENT's representative with respect to the work to be performed under this Agreement who shall have complete authority to transmit instructions, receive information, and interpret and define the CLIENT policies and decisions with respect to the services in this Agreement.
- f) The materials provided to the CRC shall be complete, accurate, and in the format requested. Should information not be provided to the CRC within ten (10) business days of the CRC's written request for the information, the Project completion date may be extended, which in turn may increase the Project cost. Any extension of the completion date or change in the Project cost may only be made in accordance with the modification provisions of Section VIII of this Agreement.
- g) The CLIENT will bear all advertising costs and will have the discretion to determine the necessity of such costs, related to this Agreement.
- h) The CLIENT will fully disclose to the CRC all possible conflict of interest situations pertaining to the technical assistance services as specified in the Scope of Services.

### **IV. PERIOD OF PERFORMANCE**

- a) The period of performance begins upon execution of this Agreement by all Parties and ends June 30, 2025.

- b) Should the CLIENT fail to be successfully awarded a 2025 CHIP grant, the Period of Performance will terminate automatically.
- c) Should the CLIENT be successfully awarded a 2025 CHIP grant, the Period of Performance may be subject to revision by mutual agreement of the Parties to align with the Project's timeline.

## **V. PERSONNEL**

The CRC represents that it has, or will secure, all personnel required to perform the services as specified in the Scope of Services in a competent, professional and timely manner. All personnel employed shall remain employees of the CRC and shall not be considered employees of the CLIENT.

## **VI. ASSURANCES**

The CRC shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L88-352) and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States will on the grounds of race, color, sex, age, handicap, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures to achieve this assurance. Section 3 of the Urban Development Act of 1968 will also pertain to this Agreement.

The CRC also certifies that, in accordance with 44 CFR Part 18, no Federal appropriated funds have been paid or will be paid, by or on behalf of either Party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract award, loan, or cooperative agreement. If any such funds have been or will be paid as stated herein, the Parties will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **VII. COMPENSATION**

The CLIENT shall compensate the CRC for the Application Development task outlined in Section II of this Agreement for a total of \$3,000. The CRC shall invoice the CLIENT on January 1, 2025, for this amount. If the CLIENT is successfully awarded the 2025 CHIP grant, the CRC shall be entitled to compensation for Grant Administration tasks outlined in Section II, up to the maximum amount of administrative funds allowed under the grant. Upon grant award, the CRC shall bill the CLIENT on a quarterly basis for administrative expenses.

- a) Payment of each invoice is due within thirty (30) days from the date the Client receives the invoice.

- b) Invoices shall be submitted to:  
**City of Statesboro**  
**Attention: Kathy Field**  
**50 E. Main St**  
**Statesboro, GA 30458**
  
- c) Payments shall be made to:  
**Coastal Regional Commission**  
**Attention: Lena Geiger, Finance Director**  
**1181 Coastal Drive SW**  
**Darien, GA 31305**

### **VIII. NONCOMPLIANCE, MODIFICATION, OR TERMINATION**

In the event of the CRC and/or the CLIENT's non-compliance with the requirements of this Agreement, the compliant party may terminate this Agreement immediately.

- a) Either party may terminate this Agreement without cause by giving the other party thirty (30) days advance written notice.
  
- b) If this Agreement is terminated, all finished or unfinished documents prepared by the CRC under this Agreement and already paid for by the CLIENT shall, at the discretion of the CLIENT, become the CLIENT's property.
  
- c) The CRC shall only be entitled to compensation for any work completed on said Project up to the date of termination of this Agreement. Furthermore, upon termination, the CRC shall be released from its said responsibilities for the completion of the Project.
  
- d) All modifications and changes to the Agreement shall be in writing and signed by both Parties. The original Scope of Services, or the Performance Period, may be altered only by a written "Change Order" signed by both Parties. The CRC is not authorized or obligated to undertake any work under a "Change Order" until that "Change Order" is signed by both Parties. Upon issuing a "Change Order", the CLIENT shall assure the CRC that there are sufficient funds to cover the additional cost, if any, of the changes to the original Scope of Services.

### **IX. OWNERSHIP OF DOCUMENTS**

All documents developed by the CRC as a result of this Agreement shall become the property of the CLIENT.

### **X. CONFIDENTIALITY**

Any report, information, data, etc., given to, prepared, or assembled by the CRC under this Agreement will not be made available to any individual or organization without the prior written approval of the CLIENT.



**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their authorized representatives.

**CITY OF STATESBORO, GEORGIA**

**By:** \_\_\_\_\_  
**Jonathan McCollar, Mayor**

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

**Attest:** \_\_\_\_\_  
**Leah Harden, City Clerk**

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

**COASTAL REGIONAL COMMISSION**

**By:** \_\_\_\_\_  
**Dionne Lovett, Executive Director**

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

**By:** \_\_\_\_\_  
**Rosa Romeo, Chair**

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** John Washington, Director - Public Works & Engineering

**Date:** November 20, 2024

**RE:** Adoption of 2045 Long Range Transportation Plan (LRTP) prepared by Goodwyn Mills Cawood (GMC) in cooperation with Bulloch County

**Policy:** Agreement

### **Recommendation:**

Staff recommends motion to adopt a collaborative 2045 Long Range Transportation Plan (LRTP) prepared by GMC in cooperation with Bulloch County per the terms outlined in the Memorandum of Understanding (MOU) approved by Mayor and Council in May 2023.

### **Background:**

On April 4, 2023 city council approved selection of consultant Goodwyn Mills Cawood to perform the 2045 LRTP update. Statesboro and Bulloch County entered into the referenced MOU to establish a 50/50 cost-sharing and project management arrangement for the Statesboro-Bulloch County Long-Term Transportation Plan Update.

The 2045 LRTP is an update to the jointly prepared 2009 LRTP. This plan provides for a safe, efficient, and reliable transportation system over the next 20 years which is crucial for Bulloch County and the City of Statesboro, given the anticipated significant population growth. It is to be used as a transportation and strategic guidance document when Statesboro and Bulloch County prepare their annual capital improvement programs

Multiple public input sessions and platforms were provided during this process, including updates to the Statesboro Mayor and City Council and Bulloch County Board of Commissioners. Bulloch County Board of Commissioners will be considering this item for approval at their December 3 Board of Commissioners meeting.

**Budget Impact:** Transit and Capital projects to be paid by TSPLOST

**Council Person and District:** All Districts

**Attachments:** LRTP Executive Summary



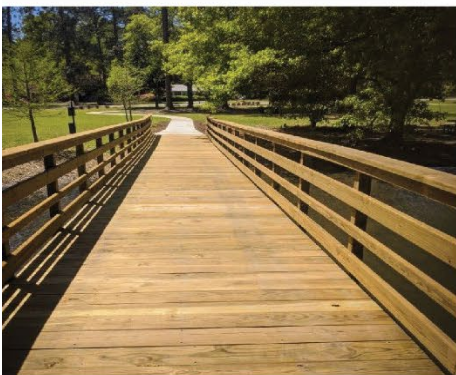
# STATESBORO-BULLOCH LONG RANGE TRANSPORTATION PLAN



## 2045

# City of Statesboro & Bulloch County 2045 Long Range Transportation Plan

»» Executive Summary ««



### GMC

Goodwyn Mills Cawood



# 1. Plan Overview, Purpose, Scope, and Plan Contents

## Plan Overview

The Statesboro-Bulloch 2045 Long Range Transportation Plan is the official multimodal transportation plan developed and adopted for Bulloch County and the City of Statesboro, as well as the cities of Portal, Brooklet, and Register.

**Figure 1** shows a map of the 2045 LRTP Statesboro-Bulloch County study boundary. In 2009, Bulloch County and the City of Statesboro approved the 2035 Long Range Transportation Plan (LRTP),

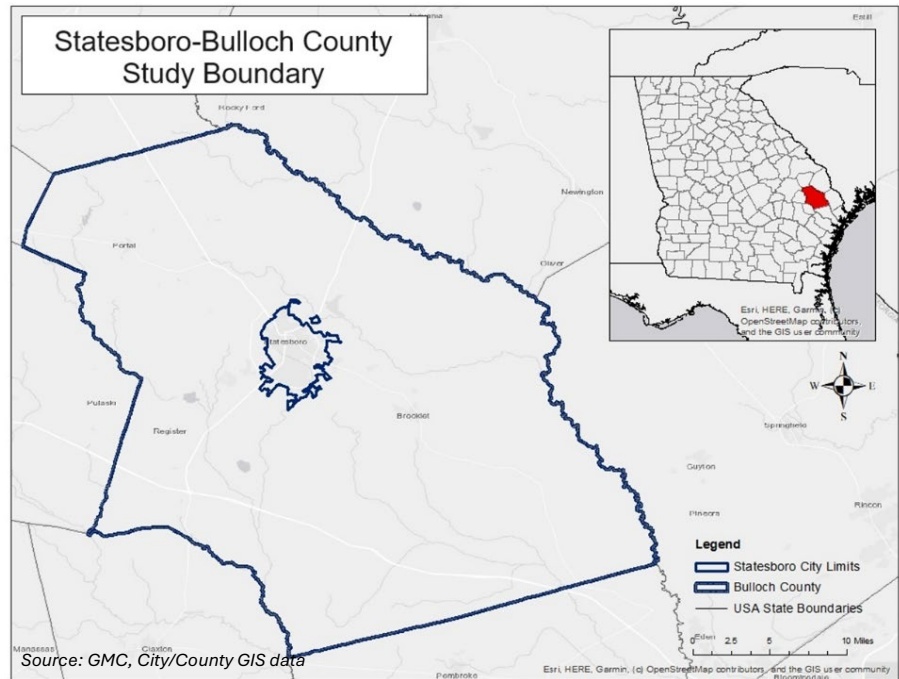
which serves as the foundation for this update. Although some priorities have been achieved or adjusted since then, many original objectives remain unchanged. The overall objective of this LRTP is to prove the safety, functionality, and reliability of the existing and future transportation networks in Bulloch County and Statesboro. Additionally, Long Range Transportation Plans serve as the basis for the development of the County’s Capital Improvements Plan (CIP) and the City’s Strategic Plan, which determine what transportation projects receive funding.

## Purpose

The purpose of updating the Long-Range Transportation Plan is to assess all modes of the existing transportation system within the County in order to:

- 1 Identify existing and future transportation challenges in the multimodal transportation system (roadways, bridges, bicycle and pedestrian facilities, freight, rail, transit, and airports)
- 2 Develop recommendations for transportation improvements which are supported by the public and the data analysis
- 3 Prioritize projects to be implemented and identify funding possibilities

Figure 1: 2045 LRTP Statesboro Bulloch Study Area Boundary Map

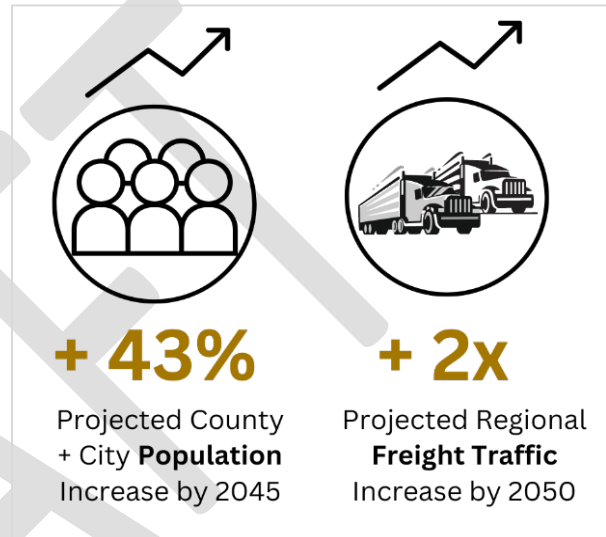


Both Bulloch County and Statesboro have experienced steady population growth over the past six decades, however, the next three decades are expected to see much higher growth rates. This is largely due to the Hyundai Motor Group Metaplant located in adjoining Bryan County and the 8,100+ new jobs at the Hyundai plant and its suppliers, many of which are already located in the Bulloch County area. Projections based on the Travel Demand Model indicate that the combined population of Bulloch County and Statesboro could rise by as much as 31,800 individuals within the next 25 years, representing a 43% increase.

Freight traffic is also expected to increase significantly as a result of production at the Hyundai Metaplant and its suppliers, as well as increased activity at the Port of Savannah. According to the Coastal Region Metropolitan Planning Organization (CORE MPO)’s 2023 Coastal Empire Transportation Study, which included Bulloch County in its roadway network assessment, “by 2050, significant portions of nearly all interstates and state routes in the [Coastal Empire] region are projected to double or triple in traffic volume.”

As shown in **Figure 2**, the projected increase in population and freight traffic, along with the current issues facing the existing roadway network, all contribute to the significant need for an updated LRTP to effectively guide the current and future investments in Statesboro and Bulloch County’s transportation infrastructure.

**Figure 2: Population and Freight Traffic Projections, 2045 and 2050**



Source: Modern Mobility Partners and Coastal Empire Transportation 2023 Study

### Scope

The Statesboro-Bulloch County 2045 Transportation Plan was launched in September of 2023 and adopted on November 19, 2024. At the time of this plan’s development, Bulloch County was not classified as a Metropolitan Planning Organization (MPO). A Metropolitan Planning Organization (MPO) is a transportation policy-making organization that is formed to oversee transportation planning and funding for an urbanized area with a population of 50,000 or more. As Bulloch County and Statesboro continues to grow, it fast approaches the population threshold for an MPO. For this reason, the Statesboro-Bulloch 2045 Long Range Transportation Plan (LRTP) is structured to closely resemble the standards of an MPO LRTP. The LRTP contributes to the County Capital Improvements Plan (CIP) and City Strategic Plan.

Further, it is important to note that this plan, particularly the existing conditions data and maps, reflects the most accurate information available at the time of its creation. Due to the rapid and ongoing growth in Bulloch County and Statesboro, additional data and information continue to emerge after the completion of the plan. This LRTP update is intended to represent the current conditions at the time the plan was developed. It is recommended that Bulloch County and Statesboro continuously assess and update transportation strategies and address this new information in future planning efforts, updates, or amendments to the LRTP as appropriate. It is

essential that leadership continues to monitor and adapt to emerging trends and data, ensuring a transportation system that is both sustainable and responsive to the community's evolving needs.

A primary goal of this plan update, which is also a federal standard for MPOs, is to identify and validate local community visions and priorities, incorporating feedback from all transportation users through a continuing, cooperative, and comprehensive public engagement process. To this end, many public engagement strategies were utilized to reach as many people as possible whether in person at public open house workshops, stakeholder meetings, public hearings, various local organization meetings, or online through the survey and project website. In addition to public engagement efforts, the LRTP update:

- Documented current transportation conditions within the Statesboro-Bulloch Study Area
- Evaluated both current and future transportation needs
- Proposed projects to address the identified needs
- Prioritized projects based on how well each project promoted the identified needs, goals, objectives, and public feedback
- Developed a short, medium, and long-term project implementation plan according to existing and potential funding.

### LRTP Plan Contents

The 2045 LRTP document is a summary of the key findings and recommendations identified in the extensive plan development process. The five sections in the Appendix provide more in-depth data and analysis on the Community Engagement process and efforts, Existing Conditions analysis, Goals and Objectives identification process, Project Prioritization process, and the Travel Demand Model. The LRTP Update consists of the following chapters:

- **Chapter 1: Introduction** provides an overview of the purpose, scope, and study area of the LRTP.
- **Chapter 2: Existing Conditions** describes key findings from data collection on existing community health, demographics, land uses, vehicular and alternative modes of transportation facilities, roadway network inventory, traffic/capacity analysis and more. Detailed information can be found in the “Existing Conditions” section of the Appendix.
- **Chapter 3: Travel Demand Model (TDM)** explains the purpose of a TDM and summarizes the results of the model, which is used in the project prioritization process. More detailed information on the TDM as well as Congestion Management Strategies can be found in the “Travel Demand Model” section in the Appendix.
- **Chapter 4: Public Involvement** describes the public engagement strategies and methods employed as well as summarizes the public input received throughout the planning process. More in-depth information such as full survey responses, public open house exercise results and summaries, Technical Advisory Committee meeting summaries and more can be found in the “Public Involvement” section of the Appendix.
- **Chapter 5: Goals & Objectives** outlines a strategic vision for the future of transportation in Bulloch County and the City of Statesboro, structured around six overarching goals.

- **Chapter 6: Project Prioritization** describes the framework, steps and criteria involved in prioritizing the universe of recommended projects that was developed based on a data-driven needs assessment, public feedback, and a thorough review of state, regional, and local transportation plans.
- **Chapter 7: Recommendations** identifies funding sources for the operation, maintenance, and construction of prioritized projects and programs within the study area, providing planning-level cost estimates and an implementation plan.
- **Chapter 8: Conclusion** provides a summary of each chapter within the LRTP.
- **Chapter 9: References** provides a list of sources cited within the plan.

## Acronyms

The following acronyms are utilized throughout the LRTP executive summary:

**AADT:** Annual Average Daily Traffic  
**ADA:** Americans with Disabilities Act  
**AMC Employment:** Agriculture, Mining and Construction  
**E+C Projects:** Existing and Committed Projects  
**EJ:** Environmental Justice  
**FEMA:** Federal Emergency Management Agency  
**FY:** Fiscal Year  
**GDOT:** Georgia Department of Transportation  
**IRI:** International Roughness Index  
**LMIG:** Local Maintenance & Improvement Grant  
**LOS:** Level of Service  
**LRTP:** Long Range Transportation Plan  
**MPO:** Metropolitan Planning Organization

**MTCUW Employment:** Manufacturing & Transportation, Communication, Utilities, and Warehousing  
**NHS:** National Highway System  
**ROW:** Right-of-Way  
**SE Data:** Socio-Economic Data  
**STIP:** State Transportation Improvement Program  
**STRAHNET:** Strategic Highway Corridor Network  
**TAC:** Technical Advisory Committee  
**TAP:** Transportation Alternative Program  
**TAZ:** Traffic Analysis Zone  
**TDM:** Travel Demand Model  
**TSPLOST:** Transportation Special Purpose Local Option Sales Tax  
**FHWA:** Federal Highway Administration

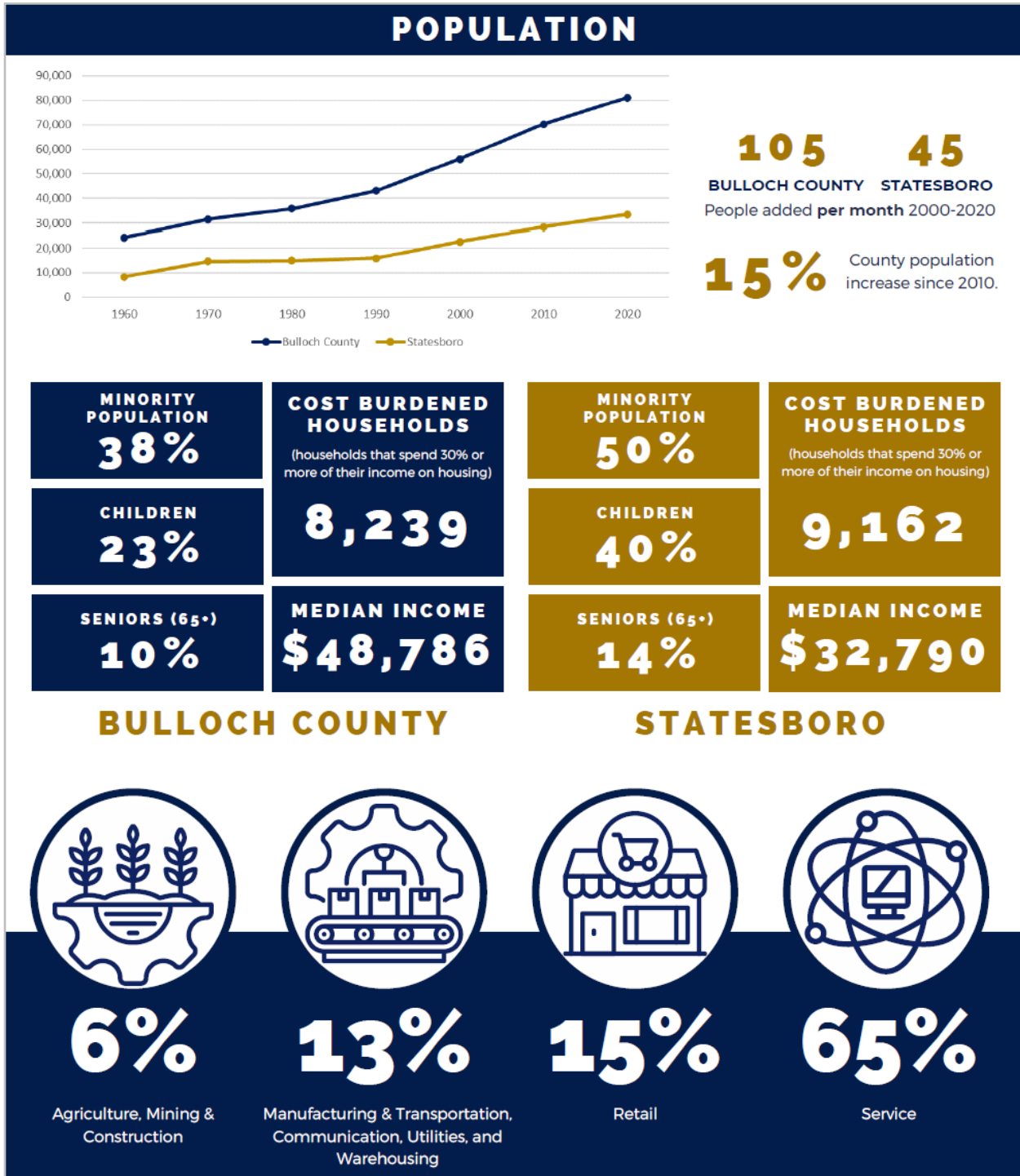
## 2. Existing Conditions

A thorough review of existing conditions was conducted to update the data from the former 2009 LRTP and ensure that the updated LRTP reflects the most current needs and conditions facing the existing transportation network. Included in this collection of data on Bulloch County and Statesboro are demographics such as population, age, socioeconomic status, and populations needing special consideration for the sake of environmental justice.

In addition to demographic information, existing and future land uses, past and current transportation plans for the region, emerging technology and major developments were reviewed for their impact on the roadway network in the future. Lastly, a review of all modes of transportation and the current pressures on the roadway network were identified. Data was collected on the

existing functional classification of roads, Level of Service (LOS), connectivity to public facilities, public transportation, commuting patterns, freight movement and railroads, airport facilities, bicycle and pedestrian facilities, bridges, and safety data. **Figures 3, 4, and 5** show a summary infographic of the existing conditions data collected for the LRTP.

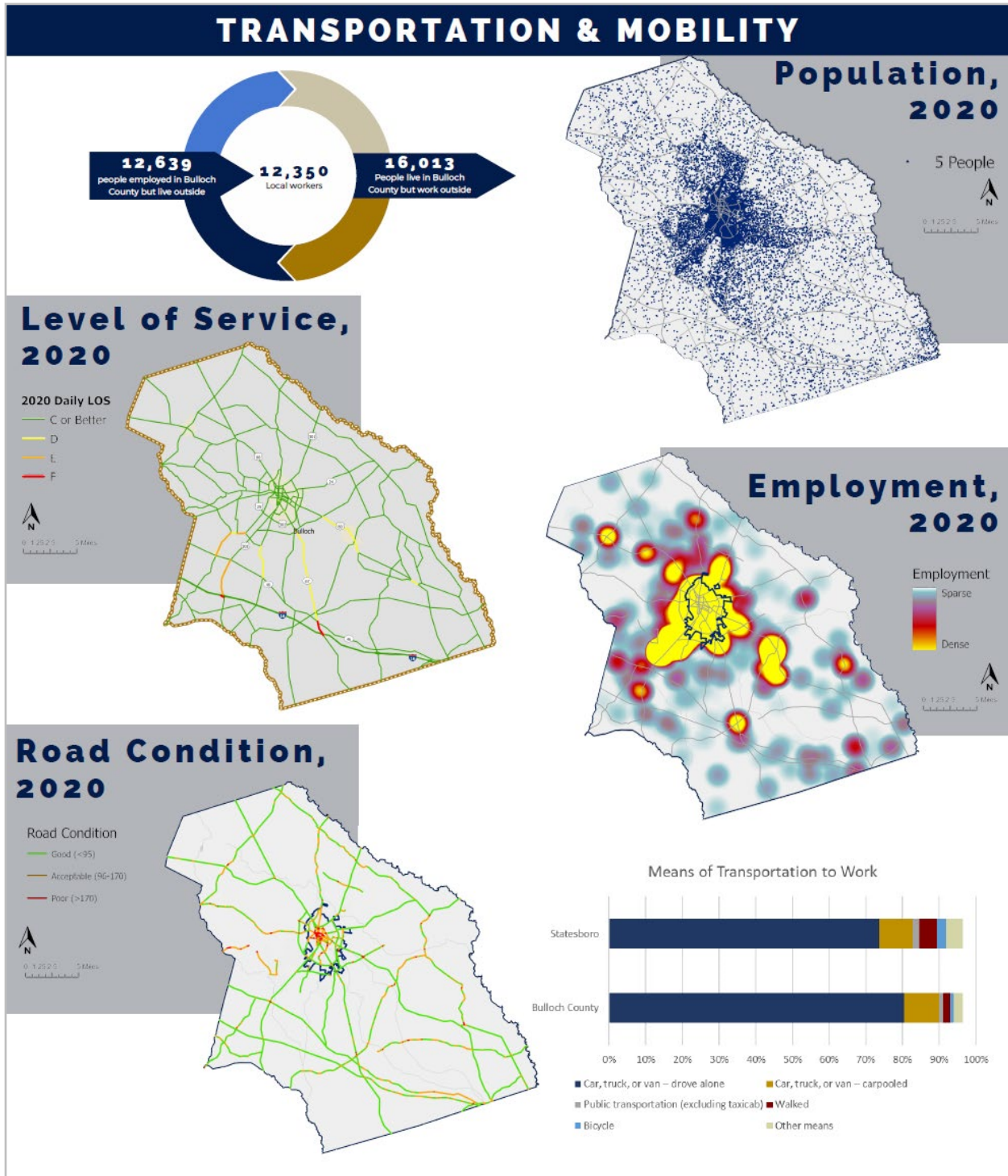
**Figure 3: Existing Conditions – Demographics Infographic Summary**



Source: GMC, U.S. Census Bureau

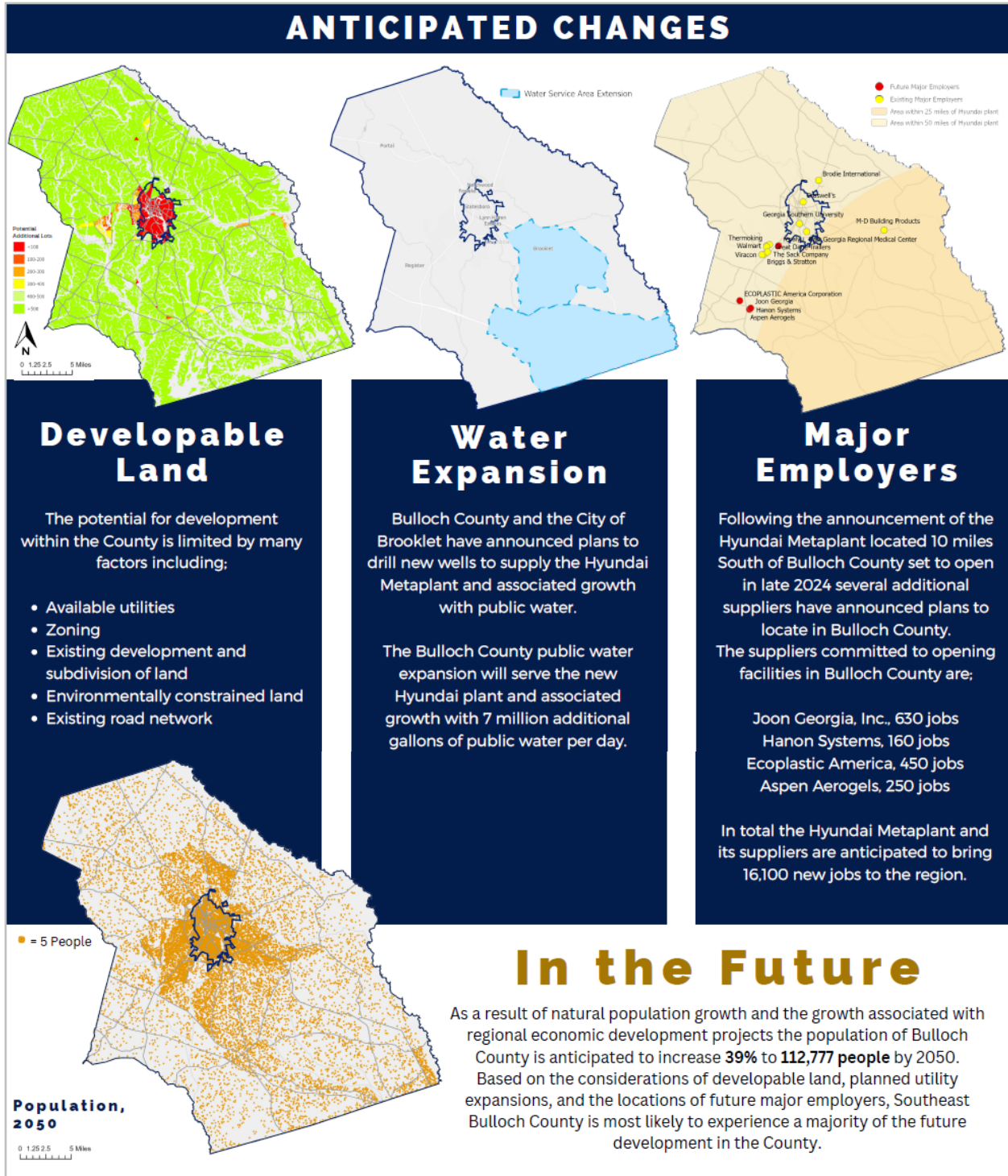


Figure 4: Existing Conditions – Transportation and Mobility Infographic Summary



Source: GMC, U.S. Census Bureau

Figure 5: Existing Conditions – Anticipated Changes Infographic Summary



Source: GMC, U.S. Census Bureau

### 3. Travel Demand Model (TDM)

This chapter explains the purpose and methodology behind the Travel Demand Model and summarizes the results of the model. The purpose of the TDM development is to assist in the evaluation of future travel conditions and deficiency analysis in the study area. The TDM process includes three elements: 1) model inputs, 2) a series of models conducting mathematical procedures, and 3) model outputs.

Travel Demand Model (TDM) inputs are based upon the roadway system, land use and demographic or social-economic (SE) data, including population, household, employment by type, college and K-12 enrollments, and median household income. Future year projections of SE data are based on existing land uses including land development, as well as region-wide forecasts of population, households, and employment. Future year forecasts also consider planned major transportation improvements. It is in this area of TDM development that land use and community planning are connected to the transportation planning process. SE data and the highway network serve as the basic inputs to the TDM.

Using the inputs described above, a series of models are run to determine mathematical procedures needed for forecasting travel demands. The typical 4-step TDM, outlined in **Figure 6**, forecasts travel demands are based on the following steps: 1) trip generation, 2) trip distribution, 3) mode choice, and 4) trip assignment.

The outputs of the TDM forecast traffic volumes and other traffic metrics (i.e., travel speeds, travel time, congestion levels, etc.) of the transportation network. These metrics can be used to help identify transportation system deficiencies. TDMs are often used to assist in prioritizing transportation projects as well. One of the most commonly used metrics for measuring traffic flow conditions is Level of Service (LOS).

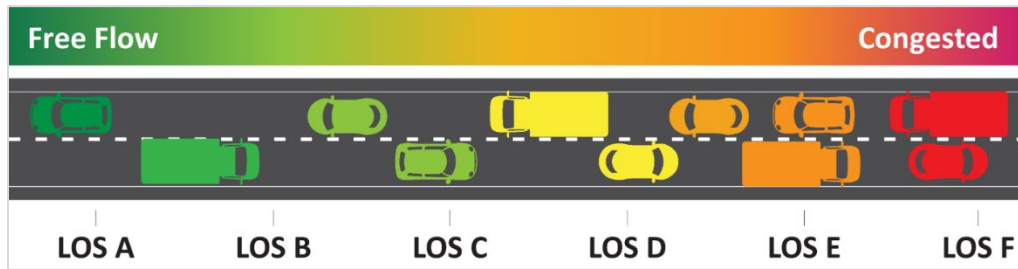
The LOS of a road is a qualitative measure of traffic flow describing operating conditions. The FHWA defined six LOS categories, A to F, to describe roadway operating conditions, with LOS A representing the best operating conditions and LOS F representing the worst operating conditions. **Figure 7** below illustrates the different levels of service, LOS A to LOS F.

**Figure 6: TDM 4-Steps Graphic**



Source: Modern Mobility Partners

Figure 7: Levels of Service (LOS) A – F Graphic



Source: Modern Mobility Partners

Once input data for 2020, (also referred to as the Base Year in this analysis) was validated and confirmed, the model was able to forecast future traffic conditions for 2045. To simulate future travel demand in Bulloch County, the following information was updated based on the information:

- 2045 Highway Network;
- 2045 Socioeconomic (SE) Data; and
- External Station Traffic Forecasting.

### 2045 Highway Networks:

The TDM was able to forecast the traffic conditions for the future year 2045 using roadway network scenarios. The 2045 Bulloch County networks include network scenarios based on the inputs from Bulloch County existing and fiscally committed projects and their updated 2045 LRTP. Two future networks were considered in the model:

- **The 2nd Network - Existing and Committed (E+C) Projects:** This network includes both Do-Nothing Network and any projects that have been fiscally committed. Here, Do-Nothing Network refers to 2020 base year network plus any projects that either opened to traffic since 2020 or are currently under construction.
- **The 3rd Network – LRTP Financially Constrained Projects:** This network includes capacity adding projects identified in the 2045 LRTP universe of projects.

There was a total of 3 capacity adding projects in both network scenarios. **Table 1** lists the projects coded in the corresponding networks:

Table 1: Projects List for 2<sup>nd</sup> and 3<sup>rd</sup>

Scenario	Project
2 <sup>nd</sup> Network – 2045 Existing and Committed Projects	Widen Hwy 80 from 2 lanes to 4 lanes
	Widen I-16 from 4 lanes to 6 lanes
3 <sup>rd</sup> Network – 2045 LRTP Projects	Bridge widening at SR-67 and I-16

Source: Modern Mobility Partners

### 2045 SE Data Projections

The 2045 SE data was used as input into the TDM to forecast the number of future year trips. **Table 2** shows SE data comparison between 2020 and 2045 for the entire TDM area:

**Table 2: SE Data Comparison between 2020 and 2045**

	2020	2045	% Change
<b>Population</b>	73,812	105,622	43%
<b>Household</b>	29,747	44,312	49%
<b>Total Employment</b>	24,617	46,635	89%
<b>AMC Employment</b>	1,523	3,061	101%
<b>MTCUW Employment</b>	3,299	7,290	121%
<b>Service Employment</b>	16,050	31,674	97%
<b>Retail Employment</b>	3,745	4,610	23%
<b>K-12 Enrollment</b>	11,817	15,854	34%
<b>College Students</b>	21,296	22,496	6%

Source: Modern Mobility Partners

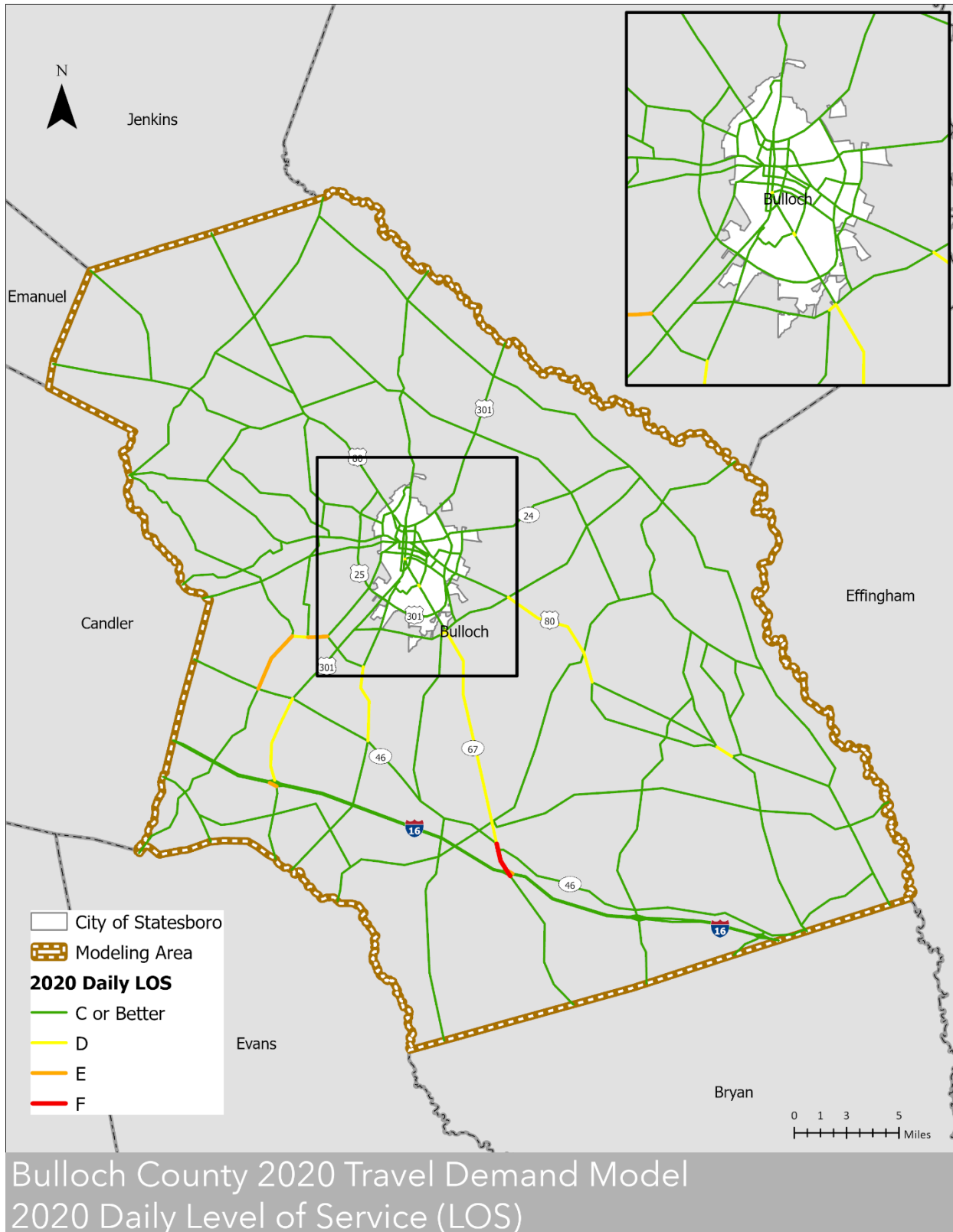
### External Station Traffic

External Stations are traffic monitoring devices placed in specific locations on the edges of a study area or network where traffic enters or exits the study area roadway system. These stations gather information on the vehicle flow, speed, traffic volume and other traffic-related metrics on the edge of the study area, which is used to assume traffic data and patterns for segments within the study area. There are 26 external stations in Bulloch County. The year 2045 external station traffic was estimated based on historic AADT trends at the external stations where traffic count data was available as well as growth rates of surrounding TAZs. The available 2019 traffic count data, including annual average daily traffic and truck percents at or near the external stations, were obtained and coded for each external station. Professional judgment was also used during the estimation process.

### Model Output – LOS

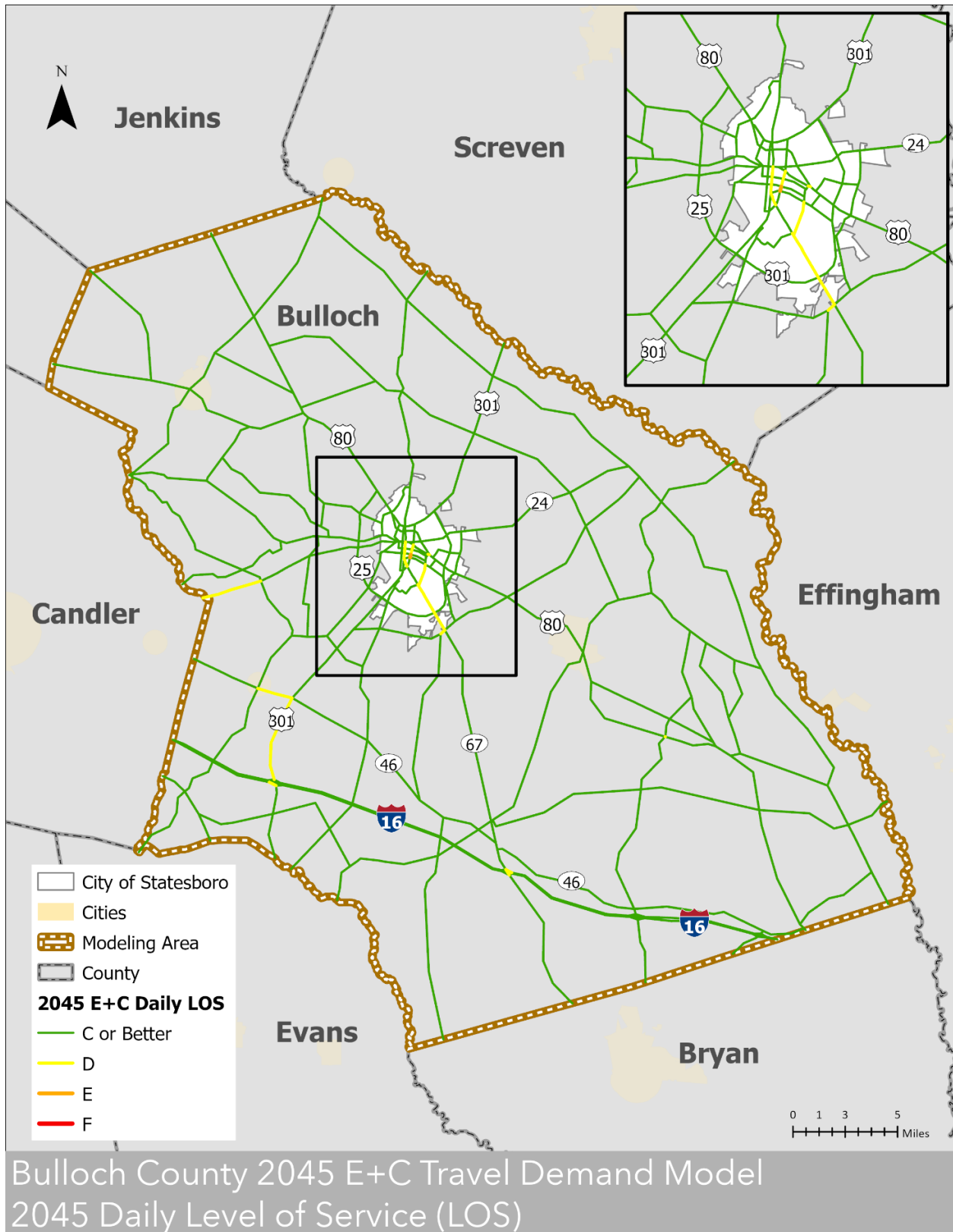
The final output results of the Travel Demand Model run for Bulloch County network scenarios in 2020 and 2045 revealed overall positive improvements in Level of Service (LOS) for Bulloch County, but a slightly higher increase in traffic congestion for Statesboro. See **Figure 8** for the 2020 Base Year Daily LOS map, and **Figure 9** and **10** for the 2045 E+C and LRTP Daily LOS maps.

Figure 8: Bulloch County 2020 Travel Demand Model Daily LOS Map



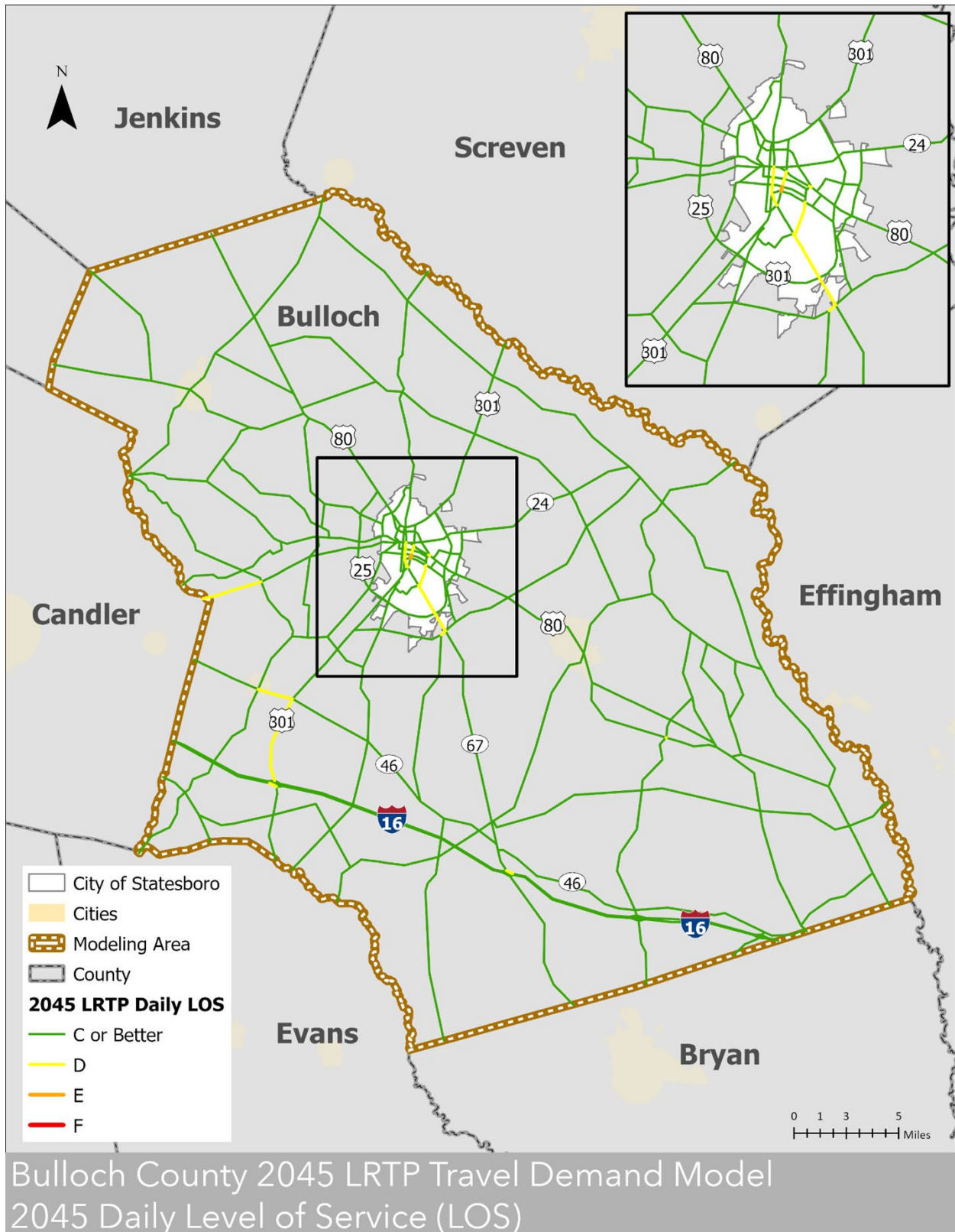
Source: Modern Mobility Partners

Figure 9: The 2<sup>nd</sup> Network - 2045 Existing + Committed Travel Demand Model Daily LOS Map



Source: Modern Mobility Partners

Figure 10: The 3<sup>rd</sup> Network - 2045 LRTP Travel Demand Model Daily LOS Map:



Source: Modern Mobility Partners



### **LOS Improvements from 2020 to 2045 TDM**

The 2020 Daily LOS map showed significant traffic congestion on Hwy 67 between Statesboro and I-16 with an LOS of D and E, which almost completely improved to an LOS of C or better in 2045 with the exception of a small portion of the I-16/67 intersection, which went from an LOS F in 2020 to an LOS of D in 2045. Another portion of the 2020 LOS map which improved from an LOS of D and E in 2020 to an LOS of C or better in 2045 was Cypress Lake Rd. from the Town of Register to AJ Riggs Rd. In 2020, the segment of Highway 80 between Burkhalter Rd and the Town of Brooklet and the segment of Highway 80 that ran alongside the Stilson area between GA Highway 119 and Stilson Rd. had an LOS of D, and in 2045 those same segments improved to an LOS of C or better.

### **LOS Regressions from 2020 to 2045 TDM**

The most significant regression in LOS between 2020 and 2045 can be seen in the City of Statesboro, likely due to the increase in population projected for the city in the next 20 years. In 2020, almost the entire roadway network in Statesboro had excellent level of service with an LOS of C or better, with the exception of two major intersections of Hwy 67 (Fair Rd) and Gentilly Rd, near the southeast corner of the Georgia Southern Campus, and Hwy 67 (Fair Rd) and Brannen St, and S. Main St with an LOS of D. In the 2045 forecast, the whole segment of Hwy 67 (Fair Rd) between Burkhalter Rd. and Gentilly was designated with an LOS of D, along with the segments of Gentilly Rd. to Brannen St. and S. Main St and W. Main St. Lastly, S. Zeterrower Ave. from Savannah Ave. to E Jones Ave. went from an LOS of C or better in 2020 to an LOS of D in 2045, and the segment of S. Zeterrower Ave. between E. Jones Ave. and Brannen St. went from an LOS of C or better in 2020 to an LOS of E in 2045.

The Bulloch County roadway network only saw two areas of slight LOS regression between 2020 and 2045, with both going from an LOS of C or better in 2020 to an LOS of D in 2045. Those two areas were a segment of Pulaski Rd. from the west County border to Old Riggs Mill Rd. and the segment of Hwy 46 from US Hwy 301 S to Kennedy Bridge Rd. in the Town of Register.

### **What the Bulloch County TDM Cannot Provide**

Because of its aggregate nature and regional scope, the Bulloch County Travel Demand Model is not designated to forecast the following metrics:

- The peak hour or peak period travel demands.
- The freight demands.
- The number of bicycling and walking trips.
- The logical termini determination.

### **TDM Results Conclusions.**

In conclusion, the Travel Demand Model results showed that, given the projected 2045 SE data and highway network, the three capacity adding transportation projects would mostly improve Bulloch County's level of service from 2020 to 2045. The slight regression in Statesboro's LOS is likely due to the natural increase in traffic flow as a result of natural population growth as opposed to the impact of the 2045 transportation projects.

## 4. Public Involvement

Extensive public engagement was integral to this planning process as was incorporating feedback from the general public and key stakeholders on the most critical transportation needs. Outreach methods included multiple public workshops, stakeholder interviews, City Council and County Commission meetings, a project website, and a survey. Efforts were made to ensure that Environmental Justice communities were actively included in the engagement process and considered in project prioritization. The aim was to maximize public input and integrate public priority as a metric used to score and prioritize projects.

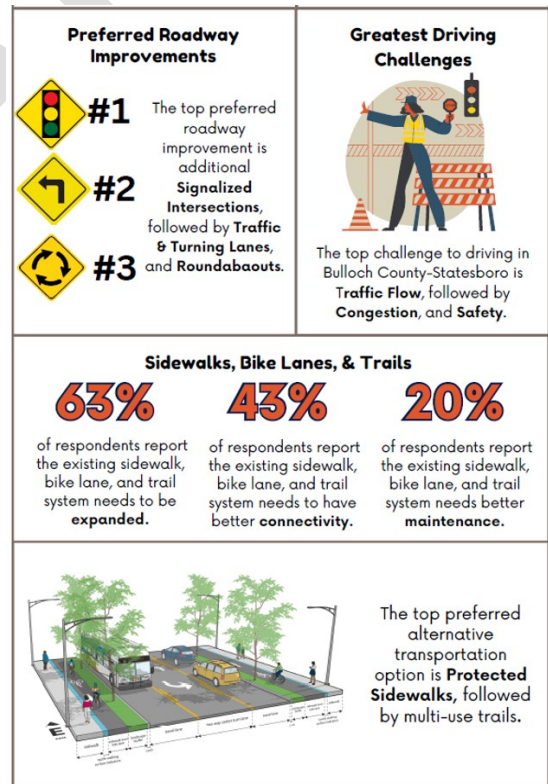
### Summary of Public Involvement Results

Effective and inclusive community engagement is essential to the long-range transportation planning process, ensuring that the plan reflects diverse perspectives and establishes actionable goals.

The planning team prioritized two main objectives: 1) to encourage broad resident participation and 2) to actively listen to and document community feedback. This input, combined with the analysis in the Existing Conditions section, was used to identify key community priorities. Detailed records, including sign-in sheets, meeting agendas, TAC member lists, and data reports, are available in the Appendix. The outcomes of this engagement are summarized in the Findings + Themes subsection.

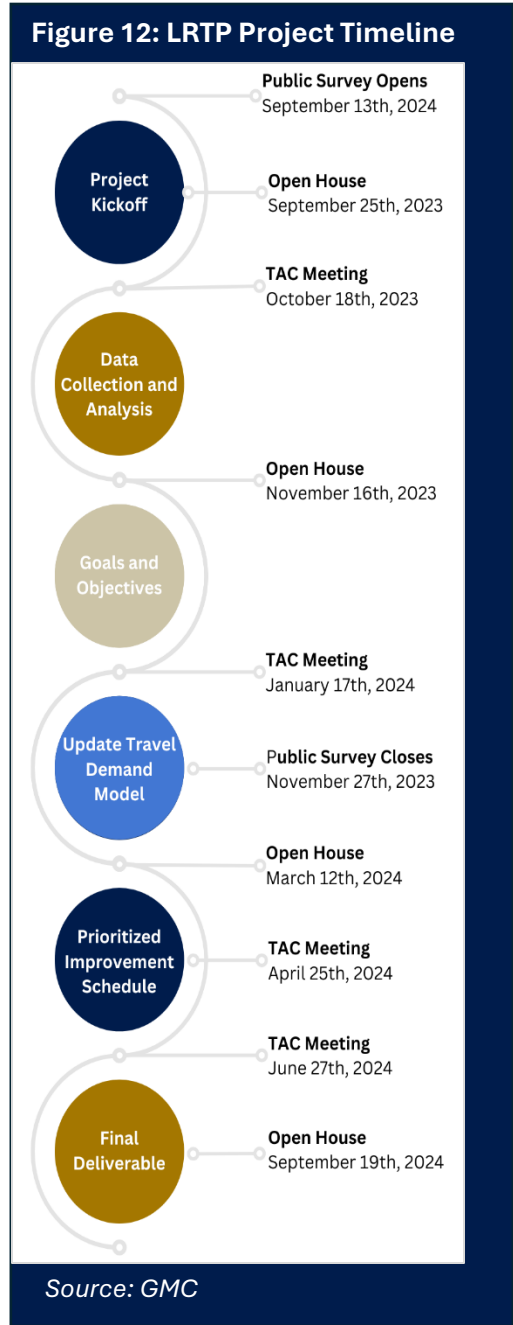
The online survey was designed to solicit feedback from residents on various transportation topics and issues. Open for approximately two and a half months between September 13 to November 27, 2023, the survey garnered responses from a total of 1,000 participants. Key issues identified by survey participants were "Traffic and Congestion," "Signal and Design Issues," and "Safety Issues." A significant 61% of respondents felt that streets in Bulloch County and Statesboro need more maintenance. The top driving challenges were safety concerns, traffic flow issues, and navigation difficulties. When asked about usage of alternative transportation options if available near them, 77% of respondents said they would use alternative transportation options if available, with 63% noting a need for expanded and better-connected sidewalks, bike lanes, and trails. The most desired future improvements were "Protected Sidewalks" (28%), "Multi-Use Trails" (24%), and "Sidewalks Adjacent to Streets" (16%). **Figure 11** shows an infographic summary of select survey results.

Figure 11: Survey Results Summary



Source: GMC

The four Public Open House Workshops held throughout the process included interactive engagement exercises on various transportation topics. At these workshops, attendees had the opportunity to share critical information needed to shape the plan as well as voice any questions or concerns related to transportation. The trip mapping exercise illustrated that most participants traveled to Statesboro for work, shopping, and recreation, highlighting key traffic areas. The



transportation needs mapping exercise showed that congestion was a pressing concern in Statesboro, while poor road conditions were a primary issue in the County.

The Technical Advisory Committee (TAC) is composed of 18 members, including representatives from City and County staff as well as key stakeholders such as the Board of Education, the Chamber of Commerce, the Georgia Department of Transportation (GDOT), and Georgia Southern University. The TAC was instrumental in the development, review, and prioritization of projects within the Universe of Projects. Additionally, the TAC contributed to the formulation of Goals & Objectives, project prioritization criteria, and funding strategies for implementing the Long-Range Transportation Plan (LRTP). Regarding the TAC’s input on Goals & Objectives, “Roadway Operations” was ranked as the highest priority goal along with its corresponding objective of “Implement intersection improvements at key congested locations.”

Throughout all outreach methods for the Statesboro-Bulloch LRTP planning process, all public input received collectively identified the following transportation priorities:

- **Highest Priority** - “Improving traffic congestion/connectivity”
- **Medium Priority** – “Expanding sidewalks, bike lanes, and multi-use trails”
- **Lowest Priority** - “Expand transit options” as the lowest priority.

Detailed results of all public involvement activities and results are documented in the “Public Involvement” section of the Appendix.

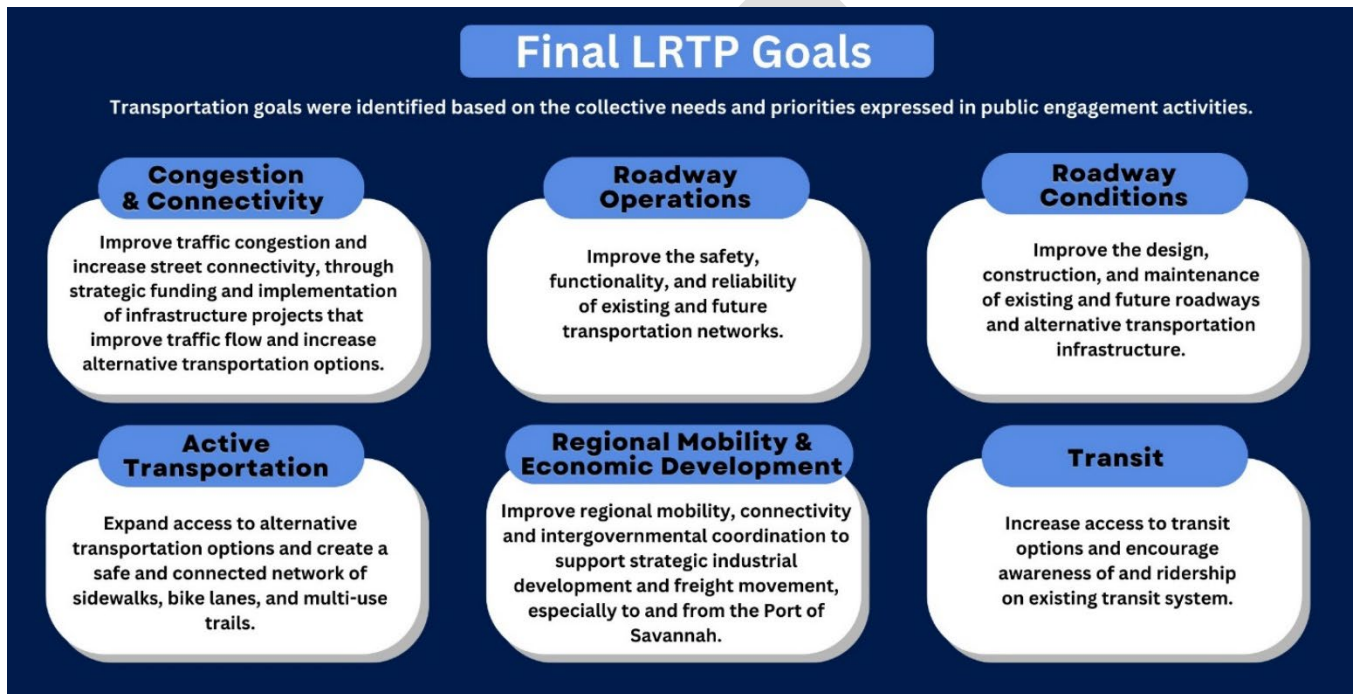
### Summary of Public Involvement Activities

A total of four Public Open House Workshops and four TAC meetings were held at various locations throughout the County and Statesboro to gather public input throughout the planning process, as well as an online survey. **Figure 12** illustrates the project timeline.

## 5. Goals & Objectives

This section of the plan refines and articulates the 2045 LRTP Goals and Objectives, drawing from the previous 2035 LRTP and incorporating national guidelines, statewide frameworks, and local aspirations gained through public and stakeholder engagement. Goals represent broad aspirations that may be abstract and difficult to measure, often addressing overarching themes. Objectives are specific, measurable steps designed to advance the achievement of these goals, with multiple objectives typically supporting each goal. This report outlines a strategic vision for the future of transportation in Bulloch County and the City of Statesboro, structured around six overarching goals (see **Figure 13**).

**Figure 13: LRTP Goals**



Source: GMC

These goals are designed to guide the development of the transportation network, with each project being assessed against these goals and other priorities. Projects are scored and ranked in part based on their alignment with the established goals and their contribution to the overall transportation vision.

For a list of each Goal’s corresponding objectives, see Chapter 4: Goals & Objectives in the full plan.

## 6. Project Prioritization

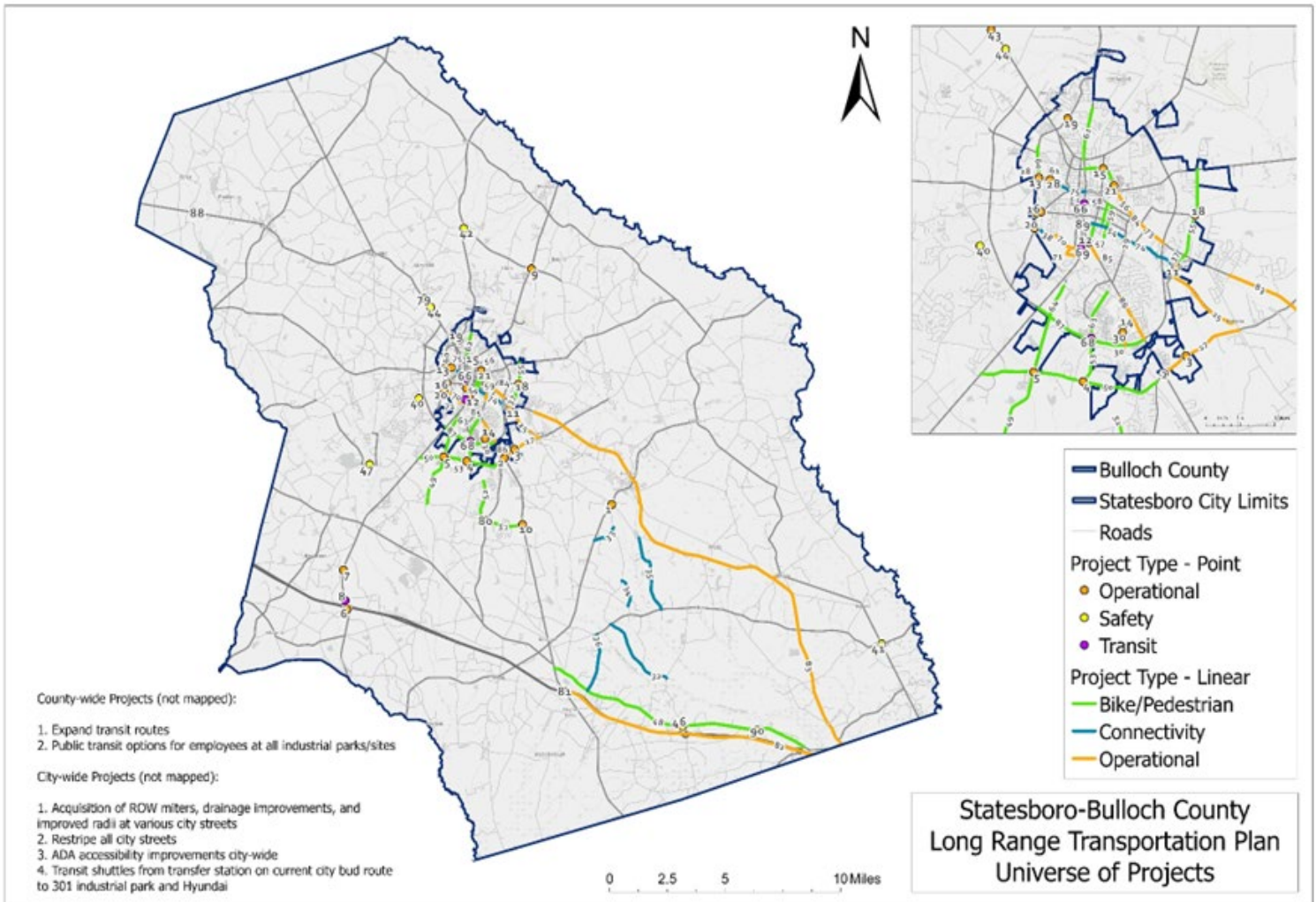
This section integrates input from the public engagement process, travel demand model results, and identified goals to establish an objective scoring system for prioritizing projects. The prioritization criteria were applied to all projects within the Universe of Projects to determine their relative priority.

The project prioritization process aims to evaluate how effectively each project supports the goals and objectives outlined in this report. This process employs a three-step methodology to prioritize projects:

1. **Drafting the Universe of Projects:** The project team, along with City and County staff, developed a preliminary list of potential projects based on a data-driven needs assessment, public feedback, and a thorough review of state, regional, and local transportation plans. This list, known as the Universe of Projects, includes potential improvements categorized by type—such as operational, connectivity, safety, bike and pedestrian, or transit enhancements. It serves as a non-fiscally constrained compilation of all identified needs.
2. **Development of Scoring Methodology:** A scoring methodology was created to evaluate projects based on 23 criteria. The criteria assess each project's alignment with the six defined goals, as well as additional factors such as environmental impact, equity, and feasibility. Metrics related to these criteria are used to assign scores to each project.
3. **Project Scoring and Ranking:** Each project was evaluated against the established criteria, resulting in a numerical score. Scores could potentially range from -11 to 63, with higher scores indicating higher project priority. Projects are then classified into priority categories: Very High Priority (top 25% of scores), High Priority (50%-75% range), Medium Priority (25%-50% range), and Low Priority (bottom 25%).

**Figure 14** below shows a map of the Universe of Projects, which consists of 87 potential projects that have been identified in the LRTP plan. Again, the Universe of Projects serves as a non-fiscally constrained compilation of all identified needs. Once each project is evaluated using the Project Prioritization Matrix, a priority can be assigned to each project, which will inform the financially constrained project list.

Figure 14: Universe of Projects Map for Statesboro and Bulloch County



Source: GMC

**Table 3** below is the comprehensive Project Prioritization Criteria Matrix. Each project within the Universe of Projects was evaluated against each metric, resulting in a total score that was utilized for prioritization. Detailed descriptions of each metric are provided in the “Project Prioritization” Section of the Appendix.

**Table 3: Project Prioritization Matrix**

<b>Congestion &amp; Connectivity</b>					
<b>Metric 1:</b> Reduction of Vehicle Hours Traveled Source: MMP Travel Demand Model	Percent improvement over base year:				Projects that reduce the time people spend driving should be highly encouraged.
	>-15%	4			
	-10%--15%	3			
	-5%--10%	2			
	<-5%	1			
	Does not improve	0			
	Increases VHT	-1			
<b>Metric 2:</b> Level of Service Source: MMP Travel Demand Model	Does the project improve the LOS of an existing facility?	Yes	1	Projects that improve the level of service rating for an existing facility should be prioritized.	
		No	0		
<b>Roadway Operations</b>					
<b>Metric 3:</b> Improve Operational Efficiency and Reliability Source: GMC Staff	Operational, Intersection, or safety project?	Yes	2	Projects that improve the efficiency and reliability of traffic flow throughout the county are a priority.	
		No	0		
<b>Metric 4:</b> Does the proposed project improve the safety of all users? Source: GMC Staff	Improves safety	3		The County/City is committed to improving safety for all transportation system users and safety projects are a priority.	
	Does not improve safety	0			
	Reduces safety	-3			
<b>Roadway Conditions</b>					
<b>Metric 5:</b> Improvement to Existing Facilities Source: GMC Staff	Project improves an existing facility?	Yes	1	Improvements to existing facilities should be prioritized over new projects.	
		No	0		
<b>Metric 6:</b> Bridge Condition Rating Source: GDOT	Severe	10		Projects to improve substandard condition bridges are essential.	
	Poor	7			
	Fair	5			
	Good	1			
	Non-bridge project	0			
<b>Metric 7:</b> Pavement Quality Source: GDOT	On Roadways with IRI > 170 or unpaved	1		Projects located on substandard pavement condition roads are encouraged.	
	Not on Roadways with IRI > 170	0			

Active Transportation				
<b>Metric 8:</b> Bike/Pedestrian Project Source: GMC Staff	Yes		2	Projects that improve conditions for cyclists and pedestrians should be prioritized.
	No		0	
<b>Metric 9:</b> Extends or increases connectivity of existing bike/ped network Source: GMC and County/City Staff	Yes		3	Projects that extend and connect the existing bike and pedestrian infrastructure network should be prioritized.
	No		0	
<b>Metric 10:</b> Accidents involving bike or pedestrian Source: Georgia Bikes	Crashes over the past 5 years:			
	3+		5	Improvements that increase bike or pedestrian safety
	1-2		3	
	0		0	
Regional Mobility & Economic Development				
<b>Metric 11:</b> Employment Density Source: GMC Staff, 2045	Employment Density (Jobs/sq. mile)			
	Is the project located in a high employment area?	Yes	2	Project will improve areas adjacent to future employment centers
	No	0		
<b>Metric 12:</b> Population Density Source: GMC Staff, 2045	Is the project located in a high population area?	Yes	2	Project will improve areas in close proximity to many users.
		No	0	
<b>Metric 13:</b> Critical Transportation Network Source: USDOT	Located on STRAHNET		1	Projects that increase the efficiency of traffic on critical transportation routes.
	Not Located on STRAHNET		0	
<b>Metric 14:</b> Freight Volumes Source: GDOT	Truck Volume (trucks/day)			
	>10,000		3	Improvements to roadways with heavy truck traffic
	> 2,500 and <= 10,000		2	
	<= 2,500		1	
Not on a roadway with freight traffic		0		
Transit				
<b>Metric 15:</b> Transit Project Source: GMC Staff	Yes		8	Projects that increase availability of public transportation.
	No		0	





Environment & Equity				
<b>Metric 16:</b> Population Displacement Source: GMC Staff	Displacement Potential			
	High	-5	Projects that threaten to displace existing residents and disrupt intact neighborhoods should be avoided.	
	Medium	-3		
	Low	0		
<b>Metric 17:</b> Environmental Justice Source: US Census & GMC Staff	Does the project enhance the quality of life for areas that exceed 3 or more EJ thresholds?	Yes	5	Projects that improve quality of life such as access to transit, active transportation options, and environmental quality for areas with high EJ populations should be prioritized.
		No	-1	
	Project is not in an area that exceeds 3 or more EJ thresholds.	0		
<b>Metric 18:</b> Environmental Impacts Source: FEMA	Project requires a land disturbance permit within an environmentally sensitive area	-3		Projects that impact environmentally sensitive areas such as wetlands, flood plains, or waterways, should be avoided.
	Project requires a land disturbance permit within 50 feet of an environmentally sensitive area	-1		
	Project does not require a land disturbance permit or is not within 50 feet of an environmentally sensitive area	0		
Feasibility				
<b>Metric 19:</b> Stakeholder Priority Source: TAC & Public Input	TAC/Public Survey Indicated Priority:			Projects that were determined to be a high priority by the TAC and public input should be prioritized.
	Very High	4		
	High	3		
	Medium	2		
	Low	1		

<b>Metric 20:</b> Right-of-way Acquisition Source: City/County Staff	The project does not require additional ROW	5	Right-of-way acquisitions can be a major limiting factor in project feasibility. Projects that have available ROW should be prioritized.	
	The project requires additional ROW and is readily available	3		
	The necessary ROW for the project is constrained or limited	0		
	There is no additional ROW acquisition available	-1		
<b>Metric 21:</b> State or federal financial assistance availability Source: GMC Staff	Is the County/City eligible to apply for state or federal funding assistance for the project?	Yes	1	Projects that can apply for state or federal funding assistance.
		No	0	
<b>Metric 22:</b> Project Status Source: City/County Staff	Under Construction	5	Projects that are already ongoing should be prioritized.	
	In permitting/approval	4		
	In design/planning	2		
	Programmed	1		
	No status	0		
<b>Metric 23:</b> Cost Benefit Analysis Source: GMC Staff	Low cost/high benefit	7	Projects that maximize the ratio of implementation cost to community benefit should be prioritized.	
	High cost/high benefit	5		
	Low cost/low benefit	3		
	High cost/ low benefit	1		

Source: GMC, City/County Staff, GDOT, USDOT, Georgia Bikes, FEMA, MMP TDM, Public Input

## 7. Recommendations

In an effort to adhere to the federal requirements for MPOs, the LRTP includes a fiscally constrained plan. Essentially, a fiscally constrained plan means that the estimated costs for transportation projects and improvements must not exceed reasonably anticipated revenue from federal, state, and local funding sources. This section outlines the approach used to align proposed improvements, projects, and programs with potential funding sources at federal, state, and local levels.

The GMC Project Team identified funding sources for the operation, maintenance, and construction of projects and programs within the study area, providing planning-level estimates to maintain fiscal constraint for the LRTP. The implementation of the LRTP recommendations relies

on adequate funding, prioritizing needs, and project recommendations identified earlier in the planning process. Generally, transportation funding for projects in the study area comes from three primary sources: federal, state, and local. **Table 4** shows the expected local revenue and sources for both Bulloch County and the City of Statesboro for Fiscal Years 2024 to 2029.

**Table 4: Expected Local Revenue for Bulloch County and Statesboro, FY 2025 – FY 2030**

Source	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029*	FY 2030*
<b>Bulloch County</b>						
TSPLOST	\$14,485,702	\$17,136,257	\$11,718,000	\$7,637,966	\$6,753,080	\$6,753,080
LMIG (GDOT)	\$3,700,000	\$1,500,000	\$1,500,000	\$1,750,000	\$1,500,000	\$1,500,000
TAP	\$480,000	\$4,232,310				
<b>Total</b>	<b>\$ 18,665,702</b>	<b>\$ 22,868,567</b>	<b>\$ 13,218,000</b>	<b>\$ 9,387,966</b>	<b>\$8,253,080</b>	<b>\$8,253,080</b>
<b>City of Statesboro</b>						
TSPLOST Roads	\$ 5,592,000	\$ 5,592,000	\$ 5,592,000	\$ 5,592,000	\$ 1,398,000	\$699,000
TSPLOST Transit	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 150,000	\$75,000
LMIG (GDOT)	\$ 0	\$ 300,000	\$ 300,000	\$ 300,000	\$ 300,000	\$1,500,000
<b>Total</b>	<b>\$ 6,192,000</b>	<b>\$ 6,492,000</b>	<b>\$ 6,492,000</b>	<b>\$ 6,492,000</b>	<b>\$ 1,848,000</b>	<b>\$2,274,000</b>
<b>Combined</b>						
<b>Total</b>	<b>\$ 24,857,702</b>	<b>\$ 29,360,567</b>	<b>\$ 19,710,000</b>	<b>\$ 15,879,966</b>	<b>\$ 10,101,080</b>	<b>\$10,527,080</b>

Source: City/County Staff, GMC

\*TSPLOST estimates beyond 2028 are estimated pending approval of a renewal referendum.

The GMC Project Team then utilized planning level cost estimates based on current year dollars and the best information currently available, which was analyzed and confirmed by city and county staff. The estimated costs for each of the 87 potential projects include right-of-way (ROW) acquisition costs, construction costs, and utility costs.

Since these are only high-level project cost estimates, they will be further refined as specific improvements are designed in the future. Actual project costs could be higher or lower depending on a number of factors such as more detailed engineering studies, environmental analyses, and the actual cost of land and materials in the future. Therefore, these planning level cost estimates should be considered preliminary. More detailed engineering studies are needed to identify more accurate cost estimates based on the specific constraints and design elements of each project.

The results from the project prioritization process, combined with the estimated costs of each project, were used to identify high-priority projects that can be funded under the LRTP Update. Out of the 87 projects in the Universe of Projects list, 55 projects were identified as feasible for local funding between 2025 and 2030, while 25 projects remain unfunded. **Table 5** and **Figure 15** present these high-priority projects that are feasible within the projected revenues for Bulloch County FY25

to FY30, while **Table 6** depicts County unfunded projects. **Table 7** and **Figure 16** depict funded projects for Statesboro FY25 to FY30, while **Table 8** depicts unfunded city projects. Please note in **Table 5**, the costs for projects numbered 53\*, 4\*, 1\*, and 5\* are distributed across FY2025 to FY2027 due to phased implementation.

Given the constraints on available funding, some projects remain unfunded. Although these projects are currently not funded, future availability of funds may enable their advancement through the transportation planning process and eventual construction at a later date.

**Table 5: Bulloch County Prioritized Financially Constrained (Funded) Project List**

Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
<b>FY 2025</b>						
25-1	53*	Bike & Pedestrian	Construct sidewalks and bike lanes along Lanier Drive, from Veterans Parkway to Langston Chapel Phase I	Very High	\$300,000	TSPLOST
25-2	4*	Operational	Roundabout or signal at intersection of Langston Chapel Rd and Lanier Dr Phase I	Very High	\$300,000	TSPLOST
25-3	1*	Operational	Roundabout or signal at intersection of Brooklet-Denmark Road at Rushing Road Phase I	Medium	\$50,000	TSPLOST
25-4	5*	Operational	Roundabout or signal at intersection of Langston Chapel Rd and Old Register Rd Phase I	High	\$80,000	TSPLOST
<b>FY 2026</b>						
26-1	53*	Bike & Pedestrian	Construct sidewalks and bike lanes along Lanier Drive, from Veterans Parkway to Langston Chapel Phase II	Very High	\$1,750,000	TSPLOST
26-2	4*	Operational	Roundabout or signal at intersection of Langston Chapel Rd and Lanier Dr Phase II	Very High	\$1,750,000	TSPLOST
26-3	1*	Operational	Roundabout or signal at intersection of Brooklet-Denmark Road at Rushing Road Phase II	Medium	\$500,000	TSPLOST
26-4	5*	Operational	Roundabout or signal at intersection of Langston Chapel Rd and Old Register Rd Phase II	High	\$1,000,000	TSPLOST
26-5	50	Bike & Pedestrian	Construct sidewalks and bike lanes along Langston Chapel Road	Very High	\$4,072,210	TSPLOST
26-6	49	Bike & Pedestrian	Construct sidewalks and bike lanes along Old Register Road and Langston Chapel to Veterans Parkway	Very High	\$4,575,300	TSPLOST

Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
26-7	41	Safety	Roundabout or realignment at SR 119 and Mud Road	Very High	\$466,250	TSPLOST
26-8	40	Safety	Roundabout at Country Club Road and Highpoint Road	High	\$500,000	TSPLOST
26-9	3	Operational	Roundabout or signal at intersection of Burkhalter Road and Cawana Road	High	\$400,000	TSPLOST
26-10	7	Operational	Improvements (traffic signal) at US 301 South at Ibo Anderson Road Area to address potential increased industrial traffic	High	\$267,000	TSPLOST
26-11	78	Transit	Public Transit options for employees at all industrial parks/sites	High	\$1,000,000	TSPLOST
26-12	77	Transit	Expand Transit Routes	High	\$500,000	TSPLOST
<b>FY 2027</b>						
27-1	53*	Bike & Pedestrian	Construct sidewalks and bike lanes along Lanier Drive, from Veterans Parkway to Langston Chapel Phase II	Very High	\$105,000	TSPLOST
27-2	4*	Operational	Roundabout or signal at intersection of Langston Chapel Rd and Lanier Dr Phase II	Very High	\$105,000	TSPLOST
27-3	52	Bike & Pedestrian	Construct sidewalks and bike lanes along Hightower Road	High	\$4,859,950	TSPLOST
27-4	47	Safety	Replace bridge at Cypress Lake Road and Watering Hole Branch	High	\$3,000,000	TSPLOST
27-5	79	Operational	Intersection improvements at US-80 and Akins Pond Road	High	\$318,600	TSPLOST
27-6	6	Operational	Roundabout or signal at intersection of I-16 at US 301 South	Medium	\$3,000,000	TSPLOST
27-7	42	Safety	Roundabout or other safety improvements at Lakeview Road and Clito Road	Medium	\$500,000	TSPLOST
<b>FY 2028</b>						
28-1	48	Bike & Pedestrian	Construct multi-use trail along Old Hwy 46	High	\$7,000,000	TSPLOST

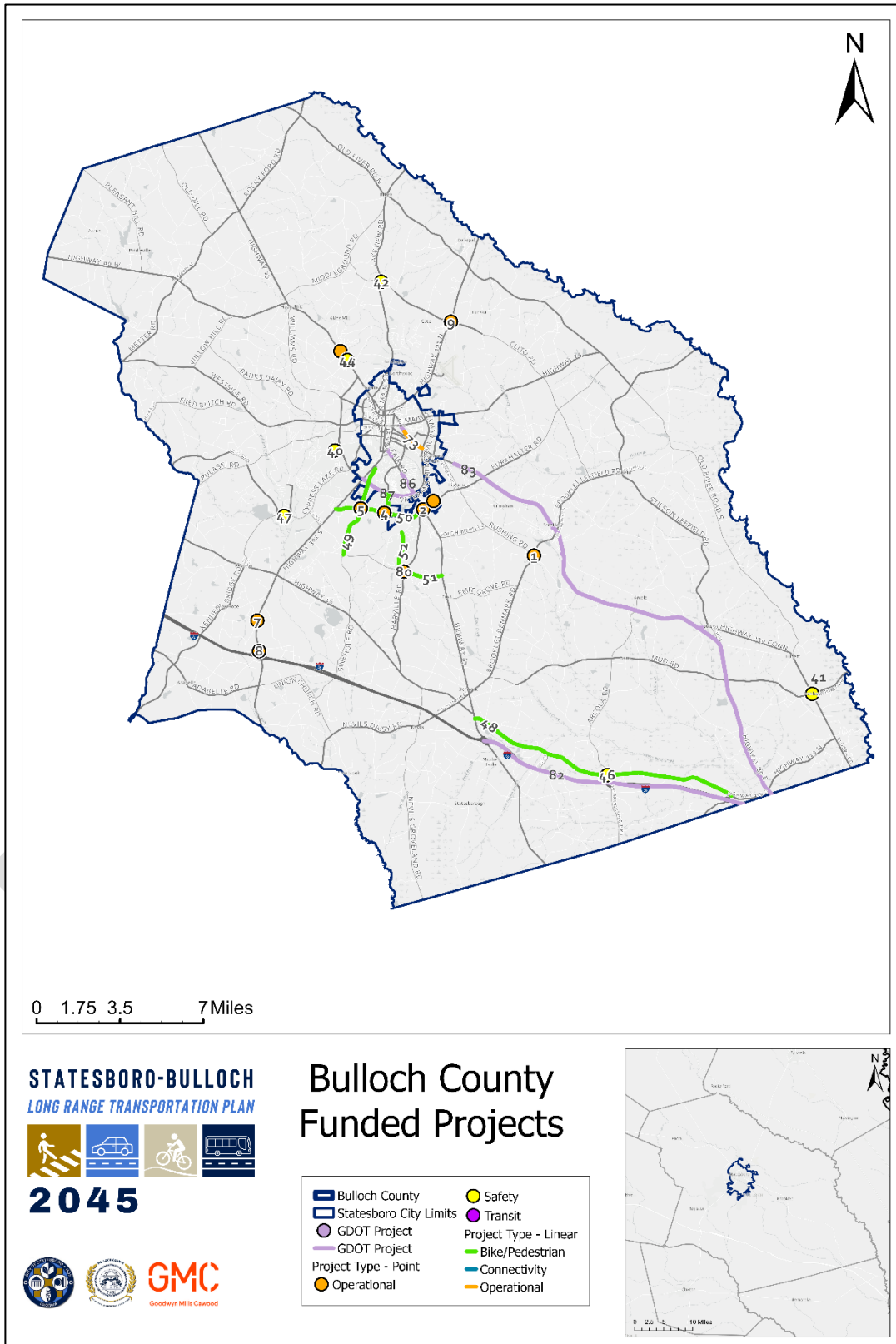
Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
28-2	80	Operational	Intersection improvements at Harville Road and Josh Deal Road	Medium	\$634,320	TSPLOST
<b>FY 2029</b>						
29-1	8	Operational	Roundabout or signal at intersection of US 301 South and Neville Dairy Road	Medium	\$1,500,000	TSPLOST
29-2	44	Safety	Improve congestion US Hwy 80 and Simons Road near William James Middle School (Intersection improvements)	Medium	\$936,675	TSPLOST
29-3	9	Operational	Roundabout or signal at intersection of US 301 North and Clito Road	Medium	\$1,500,000	TSPLOST
29-4	46	Safety	Roundabout, signal, or All-way stop signs at Old Hwy 46 and Arcola Rd	Medium	\$552,800	TSPLOST
<b>FY 2030</b>						
30-1	51	Bike & Pedestrian	Construct sidewalks and bike lanes along Josh Deal Road	Medium	\$4,761,190	TSPLOST
30-2	73	Operational	Turn Lanes on Hwy 80 (301 to Lee Hill)	Low	\$506,800	TSPLOST

\*Please note that the costs for projects numbered 53\*, 4\*, 1\*, and 5\* are distributed across FY2025 to FY2027 due to phased implementation.

**Table 6: Bulloch County Unfunded Project List**

Project ID Number	Project Type	Description	Priority	Cost
2	Operational	Add turn lanes at intersection of SR 67 at Burkhalter Road	Medium	\$750,000
10	Operational	Roundabout or signal at intersection of SR 67 and Josh Deal/Alford	Low	\$3,000,000
32	Connectivity	Pave dirt portion of Black Creek Church Road to Mud Road	Low	\$2,673,006
33	Connectivity	Pave Aycocock Road	Low	\$2,047,100
34	Connectivity	Pave Brinson Road	Low	\$2,760,660
35	Connectivity	Pave Cleary Road	Low	\$2,661,089
36	Connectivity	Provide connection from Old Hwy 46 to Mud Road by paving Old Happy Road	Low	\$3,844,205
43	Safety	R-CUT or signal US Hwy 80 and Akins Pond Road	Medium	\$2,784,000
45	Safety	Realign intersection at Harville Road and Josh Deal Road	Low	\$887,600
81	Operational	Bridge widening at SR-67 and I-16	Very High	\$12,850,020

Figure 15: Bulloch County Funded Projects by Type, 2024-2029



Source: GMC

**Table 7: Statesboro Prioritized Financially Constrained (Funded) Project List**

Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
<b>FY 2025</b>						
25-1	66	Transit	Transit pull off at South Main at Queensboro Bank	Very High	\$400,000	TSPLOST Transit
25-2	61	Bike & Pedestrian	Construct sidewalks at West Main Street from Stockyard Road to Foss Street.	Very High	\$350,000	TSPLOST Roads
25-3	63	Bike & Pedestrian	Construct bike lanes/multi-use trail at Lanier Drive from Georgia Avenue to Veterans Parkway	Very High	\$2,000,000	TSPLOST Roads
25-4	60	Bike & Pedestrian	Construct sidewalks at Stockyard Road from Bryant's Landing to West Main Street	Very High	\$200,000	TSPLOST Roads
25-5	64	Bike & Pedestrian	Construct bike lanes/multi-use trail at Old Register Road from RAC parking lot to Veterans Parkway.	Very High	\$500,000	TSPLOST Roads
25-6	62	Bike & Pedestrian	Construct sidewalks at North Main Street from Parrish Street to Fletcher Drive	Very High	\$500,000	TSPLOST Roads
25-7	58	Bike & Pedestrian	Construct sidewalks and bike lanes at College Blvd from Savannah to Brannen Street	Very High	\$500,000	TSPLOST Roads
25-8	21	Operational	Intersection improvements at Turner Street at Northside Drive	Very High	\$572,000	TSPLOST Roads
25-9	15	Operational	Intersection improvements at Zetterower and Northside Drive	High	\$600,000	TSPLOST Roads
25-10	59	Bike & Pedestrian	Construct sidewalks and bike lanes at Park Ave. from Savannah to Brannen Street	High	\$200,000	TSPLOST Roads
<b>FY 2026</b>						
26-1	67	Transit	Transit pull off South Main at Library	Very High	\$348,765	TSPLOST Transit



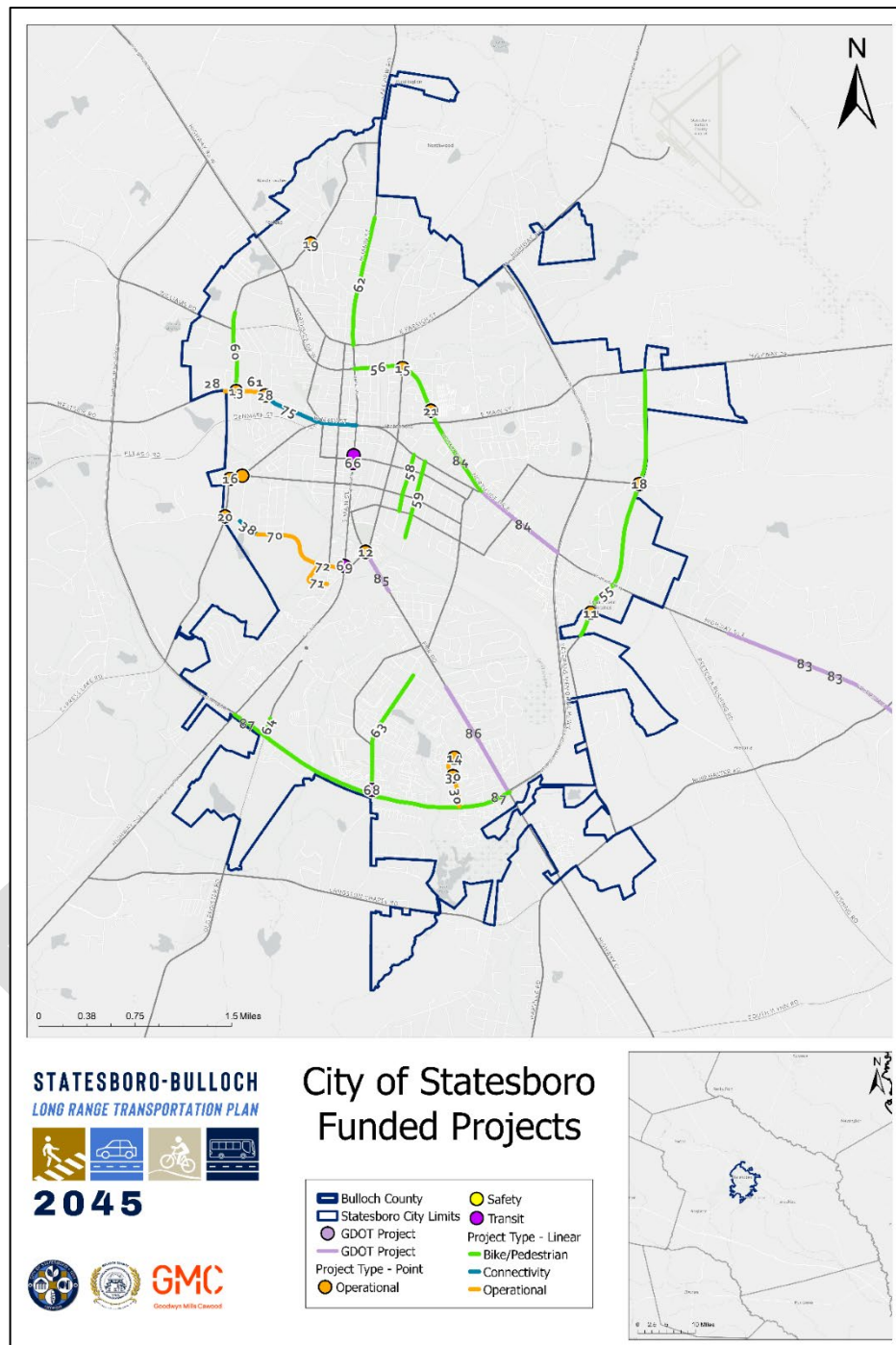
Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
26-2	68	Transit	Transit pull off Lanier Drive at Eagles Court	Very High	\$405,000	TSPLOST Transit
26-3	87	Bike & Pedestrian	Multi-use path along bypass (SR 301 to SR 67)	Very High	\$3,500,000	TSPLOST Roads
26-4	12	Operational	Intersection improvements at Zetterower/Tillman Road at SR 67/Fair Road	High	\$1,000,000	TSPLOST Roads
26-5	20	Operational	Intersection improvements at Cypress Lake at Country Club	High	\$512,000	TSPLOST Roads
26-6	14	Operational	Intersection improvements at Brampton Ave and Bermuda Run Road	High	\$625,000	TSPLOST Roads
<b>FY 2027</b>						
27-1	69	Transit	Transit pull off South Main at Knights Inn	Very High	\$400,000	TSPLOST Transit
27-2	56	Bike & Pedestrian	Construct sidewalks at Northside Drive from North Main to Savannah Avenue	Very High	\$3,769,900	TSPLOST Roads
27-3	16	Operational	Intersection improvements at West Jones Avenue at Cypress Lake Road and West Jones	Medium	\$497,000	LMIG
27-4	11	Operational	Intersection improvements at Brannen Street and Cawana Road	Medium	\$900,000	TSPLOST Roads
27-5	30	Operational	Maintenance at Brampton from Veterans to Bermuda Run	Medium	\$ 896,400	TSPLOST Roads
<b>FY 2028</b>						
28-1	55	Bike & Pedestrian	Construct sidewalks/bike lanes/trails at Cawana Road / Beasley Road from S&S Railroad Trail to Mill Creek Park	Very High	\$2,500,000	TSPLOST Roads
28-2	17	Operational	Intersection improvements at Johnson Street at West Jones	Medium	\$598,000	LMIG

Project Priority Number	Project ID Number	Project Type	Description	Priority	Cost	Funding Source
28-3	65	Bike & Pedestrian	ADA Accessibility Improvements city wide	High	\$2,000,000	TSPLOST Roads
28-4	13	Operational	Roundabout at West Main and Stockyard Road	Medium	\$700,000	TSPLOST Roads
<b>FY 2029</b>						
29-1	72	Operational	Tillman Street drainage and improvements	Medium	\$1,000,000	TSPLOST Roads
29-1	18	Operational	Intersection improvements at Jones Mill Road at Beasley Road	Medium	\$500,000	LMIG
<b>FY 2030</b>						
30-1	76	Transit	Transit shuttles from transfer station on current city bus route to 301 industrial Park and Hyundai.	Very High	\$1,000,000	TSPLOST Transit
30-2	19	Operational	Intersection improvements at Zetterower Road at Aldred Avenue	Medium	\$467,000	LMIG
30-3	70	Operational	Bruce Drive drainage and improvements	Low	\$1,000,000	TSPLOST Roads

**Table 8: Statesboro Unfunded Project List**

Project ID Number	Project Type	Description	Priority	Cost
38	Connectivity	Construct connector road between Bethany Lane and Bruce Drive	Low	\$ 2,000,000
37	Connectivity	Construct connector Road between Hwy 80 and Brannen Street beside Lowes Home Improvement	Low	\$ 3,000,000
39	Connectivity	Construction of Cul-de-sacs on dead end streets over 150' in length	Low	\$ 2,000,000
57	Bike & Pedestrian	Construct sidewalks at Zetterower Avenue from Brannen Street to Fair Road on the south side.	High	\$ 3,085,500
27	Operational	Road widening- Burkhalter Road between SR67 and Pretoria Rushing Lane	Medium	\$ 7,910,000
29	Operational	Maintenance at Gentilly from Brannen to S&S RR Trail	Medium	\$ 1,210,000
25	Operational	S&S Railroad Bed Road Widening	Low	\$ 2,000,000
28	Operational	Road widening - add Center turn lane and realign Proctor Street Intersection at West Main Street between City Limits/Stockyard Road to Proctor Street	Low	\$ 6,792,000
31	Operational	Restripe all city streets	Low	\$ 3,970,000
54	Bike & Pedestrian	Construct sidewalks/Bike Lanes/Trails & Traffic Calming Measures at Brannen / Gentilly Street - between South Main Roundabout and S&S Railroad Trailhead	High	\$ 5,000,000
22	Operational	Acquisition of ROW miters, drainage improvements, and improved radii at various city streets	Low	\$ 785,000
26	Operational	Road widening- obtain 20' minimum pavement width at various city streets	Low	\$ 1,000,000
71	Operational	Vista Circle drainage and improvements	Low	\$ 1,000,000
74	Connectivity	Brannen corridor from South College to Cawana	Medium	\$ 5,000,000
75	Connectivity	Westside Corridor study connecting to south Main.	Low	\$ 5,000,000

Figure 16: Statesboro Funded Projects by Type, 2025-2030



Source: GMC

### GDOT State Transportation Improvement Program (STIP) Projects

GDOT annually updates the State Transportation Improvement Program (STIP), which outlines all projects and phases expected to receive federal and state funding over the current four-year period. In its 2024-2027 STIP, GDOT projected nearly \$9.166 million allocated for various transportation functions throughout Georgia. Projects in **Table 10** are derived from the Statewide Transportation Improvement Programs FY 24-27, the Coastal Empire Transportation Study, and County and City Staff.

**Table 10: GDOT Programmed Projects**

Project Number	Description	Priority	Cost
84	US-80 improvements (E Main St to Veterans Memorial Highway)	Very High	\$2,000,000
82	I-16 widening (SR-67 to I-95 in Chatham Co.)	High	\$481,000,000
83	US-80 widening (Amanda Rd to SR-17 in Effingham Co.)	High	\$176,000,000
85	SR-67 Improvements (Tillman to Pitt Moore Rd)	High	\$783,430
86	SR-67/Fair Rd Improvements (Georgia Ave to Veterans Memorial Pkwy)	High	\$872,735
41	Roundabout or realignment at SR 119 and Mud Road	Very High	\$466,250
88	Replace Bridge (CR 927/Old HWY 46 @ Ash Branch 11.6 MI SE of Brooklet)	Low	\$3,087,268
89	Roundabout (SR 73/US 25 @ SR 67)	High	\$9,521,073
90	Replace Bridge (SR 26 @ Lotts Creek)	Low	\$7,109,777
91	NEVI - Charging Station (EV Charging Station @ 1 LOC in Bryan/ Bulloch County)	Medium	\$1,280,000

Source: GDOT STIP FY24-27

## 8. Conclusion

Planning for a safe, efficient, and reliable transportation system over the next 20 years is crucial for Bulloch County and the City of Statesboro, given the anticipated significant population growth by 2045. Bulloch County is projected to increase by 31,800 residents, representing a 43% growth. To accommodate this future population surge and address current needs, a thorough analysis of existing transportation conditions was conducted across all modes. This analysis identified key needs and priorities.

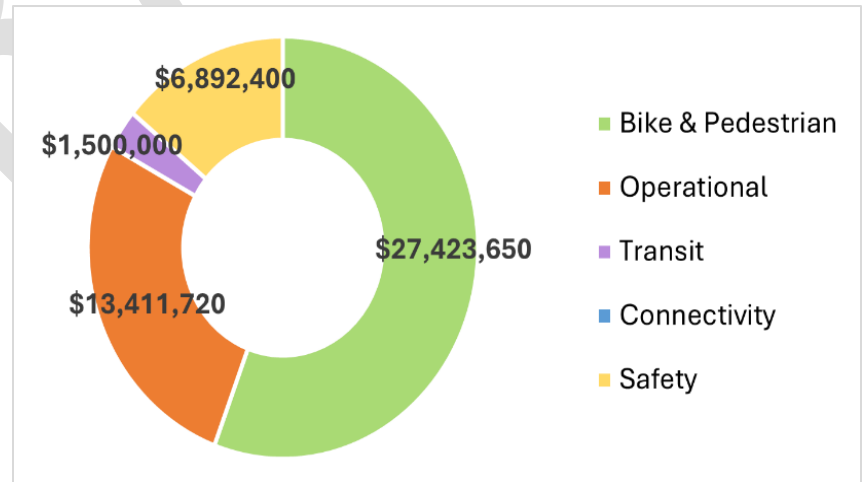
Extensive public engagement was integral to this planning process, incorporating feedback from the general public and key stakeholders on the most critical transportation needs. Outreach methods included multiple public workshops, stakeholder interviews, City Council and County Commission meetings, a project website, and a survey. Efforts were made to ensure that Environmental Justice communities were actively included in the engagement process and considered in project prioritization. The aim was to maximize public input and integrate public priority as a metric used to score and prioritize projects.

Upon assessing cost estimates and available revenue, it became evident that not all proposed projects could be funded within the Fiscal Year budgets for 2025 to 2030. Consequently, projects that align with available federal, state, and local funding sources were selected to form the final Prioritized Financially Constrained Project list, detailed in **Tables 5** and **7**. Unfunded projects in **Tables 6** and **8** should be revisited in future Fiscal Year budgets and considered for additional funding opportunities.

### Bulloch County Programmed Expenditures Summary

Between 2025 - 2030 Bulloch County has programmed 25 individual projects, with an additional 10 projects left unfunded. In total between 2025-2030 the County has programmed \$27,423,650 towards 6 bike and pedestrian projects, \$13,411,720 towards 11 operational projects, \$1,500,000 towards 2 transit project, and \$6,892,400 towards 6 safety related projects. The 10 projects left currently unfunded total \$34,257,680 and are comprised of connectivity, operational and safety projects. **Figure 17** shows a pie chart summarizing the total Bulloch County FY 2024 to FY 2029 expenditures by project type.

**Figure 17: Total County Programmed Expenditure 2025-2030**

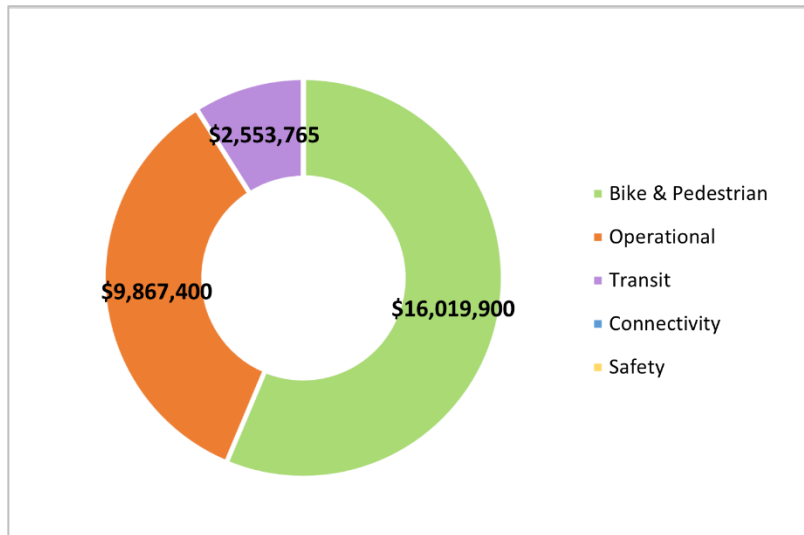


Source: GMC

### Statesboro Programmed Expenditures Summary

Between 2025- 2030 the City of Statesboro has programmed 30 individual projects, with an additional 15 projects left unfunded. In total between 2025-2030 the City has programmed \$16,019,900 towards 11 bike and pedestrian projects, \$9,867,400 towards 14 operational projects, and \$2,553,765 towards 5 transit projects. Projects left currently unfunded total \$49,752,500 and are comprised of bike and pedestrian, connectivity and operational projects. **Figure 18** shows a pie chart summarizing the total Statesboro FY 2025 to FY 2030 expenditures by project type. Note that there were no safety or connectivity projects funded between FY25 to FY30, which is why there is no dollar amount listed in the pie chart for those categories.

**Figure 18: Total City Programmed Expenditure 2025-2030**



Source: GMC,

This Long-Range Transportation Plan (LRTP) outlines potential projects based on local transportation needs and validated through technical analysis. As data, funding, and transportation needs evolve, periodic updates to this document will be necessary to ensure continued relevance and effectiveness. The LRTP should serve as the foundational framework for Bulloch County and the City of Statesboro’s transportation planning efforts and as a starting point for addressing future transportation needs.

## 9. References

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DRAFT



# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Matt Aycok  
Asst. Public Utilities Director

**Date:** 11/25/2024

**RE:** Recommendation of Bidder

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Southeast Pipe Survey, Inc in the amount of \$609,467.50 to rehabilitate approximately 6,500' of sewer main and associated manholes located along East Main Street, Fair Road and Northside Drive. This project was funded as part of the 2024 and 2025 CIP Budget (Item #WWD 14, 187, and 188) with funds from the 2019 SPLOST and operating income with the approval to spend up to \$1,200,000.00.

**Background:** As part of the City's ongoing efforts to reduce ground water infiltration into its sanitary sewer system we are proposing to line approximately 6,500 linear feet of sanitary sewer main with Cured In Place liners. Our Wastewater Treatment Plant experiences extremely high flows during rain events and period of wet weather. Reducing this flow will extend the life of the plant and free up capacity for other uses while reducing operational costs.

Competitive bids were obtained from five qualified installers and were reviewed by our consultants at Hussy Gay Bell Engineering. A low bid of \$609,467.50 was submitted by Southeast Pipe Survey, Inc, below our total budget of \$1,652,000.00.

However, we are requesting a total budget of \$1,200,000.00 in order to add additional sewer rehabilitation to areas of immediate concern discovered recently. We are currently smoke testing in areas around the City and have found additional areas that require rehabilitation. The additional funds will give us the ability to address these areas.

**Budget Impact:** Funds were approved as part of the 2024 and 2025 CIP Budget with funds coming from the 2019 SPLOST and Operating Income.

**Council Person and District:** All

**Attachments:** HGB award recommendation letter and bid abstract.



November 22, 2024

Mr. Steve Hotchkiss  
Director of Public Utilities  
City of Statesboro  
P O Box 348  
Statesboro, Georgia 30458

**RE: 2024 Sanitary Sewer Rehabilitation  
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

The following bids were received on November 21, 2024, for the above referenced project:

Southeast Pipe Survey, Inc	\$ 609,467.50
Veit National, Corporation	\$ 661,900.00
Gulf Coast Underground, LLC	\$ 761,614.05
Vortex Services, LLC	\$ 977,825.00
Insituform Technologies, LLC	\$ 1,110,530.50

As indicated, Southeast Pipe Survey, Inc was the apparent low bidder. Enclosed is the Abstract of Bids for your review.

In our opinion, Southeast Pipe Survey, Inc has the resources to successfully complete the project. We recommend that a contract in the amount of \$609,467.50 is awarded to Southeast Pipe Survey, Inc for the project.

Sincerely,  
**HUSSEY GAY BELL**

Chris Burke, P.E.

<b>BID ABSTRACT</b>				<u>Southeast Pipe</u>		<u>Veit National</u>		<u>Gulf Coast Underground</u>		<u>Vortex Services</u>		<u>Insituform Technologies</u>	
<b>2024 SANITARY SEWER REHABILITATION</b>													
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1	Sewer Cleaning and Television Inspection	6,550	LF	\$ 3.95	\$ 25,872.50	\$ 6.00	\$ 39,300.00	\$ 6.25	\$ 40,937.50	\$ 5.00	\$ 32,750.00	\$ 4.50	\$ 29,475.00
2	Internal Reconnection of Existing Laterals	50	EA	\$ 172.00	\$ 8,600.00	\$ 300.00	\$ 15,000.00	\$ 1.00	\$ 50.00	\$ 150.00	\$ 7,500.00	\$ 463.60	\$ 23,180.00
3	Internal Reconnection of Existing Protruding Cast Iron Lateral	30	EA	\$ 429.00	\$ 12,870.00	\$ 460.00	\$ 13,800.00	\$ 150.00	\$ 4,500.00	\$ 450.00	\$ 13,500.00	\$ 1,117.30	\$ 33,519.00
4	Manhole Rehabilitation and Install liner (Std 4-foot dia.)	285	VF	\$ 374.00	\$ 106,590.00	\$ 550.00	\$156,750.00	\$ 307.15	\$ 87,537.75	\$ 585.00	\$166,725.00	\$ 352.00	\$ 100,320.00
5	8-inch Cured-In-Place Pipe Lining (CIPP)	6,500	LF	\$ 41.00	\$ 266,500.00	\$ 46.00	\$299,000.00	\$ 53.85	\$ 350,025.00	\$ 65.00	\$422,500.00	\$ 66.00	\$ 429,000.00
6	12-inch Cured-In-Place Pipe Lining (CIPP)	50	LF	\$ 172.00	\$ 8,600.00	\$ 136.00	\$ 6,800.00	\$ 156.80	\$ 7,840.00	\$ 515.00	\$ 25,750.00	\$ 210.20	\$ 10,510.00
7	External Point Repair to Existing Sewer 0 to 12 feet in length (0-10 feet in depth)	5	EA	\$18,900.00	\$ 94,500.00	\$ 13,500.00	\$ 67,500.00	\$ 7,000.00	\$ 35,000.00	\$ 25,000.00	\$125,000.00	\$ 33,309.80	\$ 166,549.00
8	External Point Repair to Existing Sewer Greater than 12 feet in length (0-10 feet in depth)	20	LF	\$ 950.00	\$ 19,000.00	\$ 500.00	\$ 10,000.00	\$ 700.00	\$ 14,000.00	\$ 235.00	\$ 4,700.00	\$ 3,301.80	\$ 66,036.00
9	Chemical Grout Sealing of Damaged Joints and External Voids	5	EA	\$ 4,500.00	\$ 22,500.00	\$ 1,750.00	\$ 8,750.00	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 335.20	\$ 1,676.00
10	Mobilization/De-mobilization	1	LS	\$18,035.00	\$ 18,035.00	\$ 37,500.00	\$ 37,500.00	\$111,188.05	\$ 111,188.05	\$ 41,200.00	\$ 41,200.00	\$ 53,000.00	\$ 53,000.00
11	Bonds, Insurance, Grading, Restoration, Traffic Control and Miscellaneous Items	1	LS	\$26,400.00	\$ 26,400.00	\$ 7,500.00	\$ 7,500.00	\$103,035.75	\$ 103,035.75	\$130,700.00	\$130,700.00	\$197,265.50	\$ 197,265.50
Bid Total				\$ 609,467.50		\$661,900.00		\$ 761,614.05		\$977,825.00		\$ 1,110,530.50	
MFBE Participation (%)				17.5		13.78		8.05		14.78		8	
5% Bid Bond				Submitted		Submitted		Submitted		Submitted		Submitted	
Addendum No. 1, 2 and 3				Acknowledged		Acknowledged		Acknowledged		Acknowledged		Acknowledged	

I certify that this is a correct Abstract of Bids received November 21, 2024.



Chris Burke, P.E.  
HUSSEY GAY BELL

**Bid Tabulation**  
**2024 Sanitary Sewer Rehabilitation**  
**City of Statesboro**

**Bids Received November 21, 2024**  
**4:00 PM**

<b>Bidder</b>	<b>Bid Total</b>
Southeast Pipe	\$ 609,467.50
Veit National	\$661,900.00
Gulf Coast Underground	\$ 761,614.05
Vortex Services	\$977,825.00
Insituform Technologies	\$1,110,530.50

Work to be included under the contract includes:

- Installation of 6,550 LF of cured-in-place pipe lining in existing 8-inch and 12-inch gravity sewer mains located along East Main St., Fair Rd., and Northside Dr.
- Cementitious lining of associated sewer manholes
- Traffic control measures and all additional work required for the completion of the project as described in the contract plans and documents.

# City of Statesboro Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Matt Aycock  
Asst. Public Utilities Director

**Date:** 11/25/2024

**RE:** Recommendation of Bidder

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Y-Delta, Inc in the amount of \$1,404,569.65 for the installation of sanitary sewer infrastructure in the Quail Run Subdivision to be paid for with American Rescue Plan Act (ARPA) funds approved in the FY2025 CIP Budget item # WWD-32-H.

**Background:** As part of our program to extend utilities into unserved areas within the City, we have started the process to design, bid and construct a sanitary sewer system in the Quail Run subdivision. Quail Run consists of 37 residential lots.

Work to be included under the contract includes:

- Installation of 2,550 LF of 8-inch gravity sewers
- Construction of 18 sewer manholes
- Installation of 4-inch PVC lateral services
- Demolition of existing septic tanks
- Construction of 25 new sewer service connections and 16 service stub outs

- Installation of Eleven (11) grinder pump systems
- Installation of 875 LF of 2-inch low pressure force main
- Connection to existing gravity sewer system
- Remove and replace impacted pavement
- Installation of new asphaltic concrete overlay of roadways
- Installation and removal of erosion and sediment controls and grading as necessary for completion of work as described in the contract plans and documents.

It is the recommendation of staff and of our consulting engineers, Hussy Gay Bell, to award the contract to Y-Delta, Inc. In our opinion, Y-Delta has the resources to successfully complete the project in the amount of \$1,404,569.65 and is within the approved budget limit of \$1,900,000.00.

**Budget Impact:** CIP Project WWD-32-H was approved in the FY2025 Budget to be funded with ARPA funds.

**Council Person and District:** Paulette Chavers - District 2

**Attachments:** HGB award recommendation letter and bid abstract.



November 22, 2024

Mr. Steve Hotchkiss  
Director of Public Utilities  
City of Statesboro  
P O Box 348  
Statesboro, Georgia 30458

**RE: Quail Run Sewer Improvements  
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

The following bids were received on November 21, 2024, for the above referenced project:

Y-Delta, Inc	\$	1,404,569.65
Cartee Construction and Utilities, LLC	\$	1,671,348.01

As indicated, the low bid was submitted by Y-Delta, Inc. It is recommended they be awarded a contract in the amount of \$1,404,569.65. The successful bidder has the resources to successfully perform the work described in the contract documents.

Enclosed is the Abstract of Bids for your use. As outlined in the Abstract of Bids, all bid discrepancies were corrected as noted. These changes made no substantial difference in the bid prices or standings.

Sincerely,  
**HUSSEY GAY BELL**

Chris Burke, P.E.



**BID ABSTRACT**

<b>QUAIL RUN SEWER IMPROVEMENTS</b>				<b>Y-Delta, Inc.</b>		<b>Cartee Construction and Utilities</b>	
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
1.0	8-Inch SDR-26 PVC Sewer Pipe Installed by Open Cut						
1.1	0' - 4' Depth	310	LF	\$ 55.35	\$ 17,158.50	\$ 65.10	\$ 20,181.00
1.2	4' - 8' Depth	1,730	LF	\$ 58.40	\$ 101,032.00	\$ 70.10	\$ 121,273.00
1.3	8' - 12' Depth	530	LF	\$ 110.73	\$ 58,686.90	\$ 80.10	\$ 42,453.00
1.4	12' - 16' Depth	30	LF	\$ 133.27	\$ 3,998.10	\$ 105.10	\$ 3,153.00
2.0	14-Inch Bituminous Coated Steel Casing Installed by Open Cut	40	LF	\$ 316.72	\$ 12,668.80	\$ 422.75	\$ 16,910.00
3.0	SS Laterals (4- inch lateral)	2,600	LF	\$ 17.33	\$ 45,058.00	\$ 22.10	\$ 57,460.00
4.0	48-Inch Dia. Precast Concrete Manhole						
4.1	0' - 4' Depth	3	EA	\$ 6,271.93	\$ 18,815.79	\$ 7,473.90	\$ 22,421.70
4.2	4' - 8' Depth	11	EA	\$ 7,972.17	\$ 87,693.87	\$ 11,108.75	\$ 122,196.25
4.3	8' - 12' Depth	3	EA	\$ 11,923.55	\$ 35,770.65	\$ 15,465.85	\$ 46,397.55
4.4	12' - 16' Depth W/ Drop	1	EA	\$ 20,700.49	\$ 20,700.49	\$ 24,116.75	\$ 24,116.75
5.0	Core Existing Manhole No. 08 & Connect 8-Inch Sewer Main	1	LS	\$ 9,535.10	\$ 9,535.10	\$ 15,000.00	\$ 15,000.00
6.0	4-Inch Service Connection	25	EA	\$ 339.50	\$ 8,487.50	\$ 602.50	\$ 15,062.50
7.0	4-inch Service Lateral Stub Out	12	EA	\$ 339.50	\$ 4,074.00	\$ 602.50	\$ 7,230.00
8.0	4-Inch Lateral Clean Out	74	EA	\$ 293.21	\$ 21,697.54	\$ 333.35	\$ 24,667.90
9.0	Locate Lateral Between Building and Septic Tank and Connect New Lateral	25	EA	\$ 500.00	\$ 12,500.00	\$ 500.00	\$ 12,500.00
10.0	Pump Out Septic Tank, Fill with Sandy Soil	25	EA	\$ 1,000.00	\$ 25,000.00	\$ 1,500.00	\$ 37,500.00
11.0	Low-Pressure Force Main						
11.1	2" HDPE DR 11 Force Main Installed by Open Cut	750	LF	\$ 21.85	\$ 16,387.50	\$ 21.24	\$ 15,930.00
11.2	2" HDPE DR 11 Force Main Installed by Pneumatic Missile Bore	125	LF	\$ 31.26	\$ 3,907.50	\$ 38.24	\$ 4,780.00
12.0	Low-Pressure Force Main Discharge to Manhole	2	EA	\$ 5,010.53	\$ 10,021.06	\$ 2,500.00	\$ 5,000.00
13.0	1-1/4" Grinder Pump Lateral						
13.1	1-1/4" DR 11 Installed by Open-Cut	1,500	LF	\$ 19.16	\$ 28,740.00	\$ 20.43	\$ 30,645.00
14.0	Grinder Pump Lateral Connection to Force Main	15	EA	\$ 2,005.52	\$ 30,082.80	\$ 2,175.00	\$ 32,625.00
15.0	Grinder Pump System	11	EA	\$ 14,465.29	\$ 159,118.19	\$ 19,084.80	\$ 209,932.80
16.0	Grinder Pump Electrical Service Allowance	1	LS	\$ 84,500.00	\$ 84,500.00	\$ 84,500.00	\$ 84,500.00
17.0	Grassing						
17.1	Grassing, Fertilizing and Mulching	7,300	SY	\$ 2.20	\$ 16,060.00	\$ 5.00	\$ 36,500.00
17.2	New Sod (Outside R/W)	2,800	SY	\$ 11.00	\$ 30,800.00	\$ 10.19	\$ 28,532.00
18.0	Temporary Sediment Barrier, Silt Fencing and Controls	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
19.0	Construction Entrance/Exit	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
20.0	Remove And Replace Existing Shrubs, 1' To 4' High	30	EA	\$ 124.20	\$ 3,726.00	\$ 200.00	\$ 6,000.00
21.0	Remove and Replace Fencing						
21.1	4' Chain Link Fence	50	LF	\$ 50.00	\$ 2,500.00	\$ 50.00	\$ 2,500.00
21.2	4' Wood Rail Fence	50	LF	\$ 50.00	\$ 2,500.00	\$ 40.00	\$ 2,000.00
21.3	6' Wood Slat Fence	50	LF	\$ 45.00	\$ 2,250.00	\$ 40.00	\$ 2,000.00
22.0	Remove and Replace Pavement						
22.1	Remove And Replace Concrete Drive	55	SY	\$ 130.00	\$ 7,150.00	\$ 150.00	\$ 8,250.00
22.2	Remove And Replace Gravel Drive	16	SY	\$ 95.00	\$ 1,520.00	\$ 120.00	\$ 1,920.00
22.3	Remove And Replace Asphalt Drive	27	SY	\$ 99.80	\$ 2,694.60	\$ 120.00	\$ 3,240.00
22.2	Remove And Replace Concrete Drive Outside R/W	70	SY	\$ 130.00	\$ 9,100.00	\$ 120.00	\$ 8,400.00
22.3	Remove And Replace Asphaltic Concrete and Aggregate Base Course (Lateral Road Crossings and Road Open Cut)	700	SY	\$ 91.06	\$ 63,742.00	\$ 85.00	\$ 59,500.00
23.0	Asphaltic Concrete Overlay, 1-1/2" Thick	8,900	SY	\$ 24.80	\$ 220,720.00	\$ 25.00	\$ 222,500.00

24.0	Remove Unsuitable Material, When Directed by City/Engineer and Backfill with Crushed Stone	150	CY	\$ 90.00	\$ 13,500.00	\$ 100.00	\$ 15,000.00
25.0	Remove and Replace Unsuitable Material, Dispose off-site. Replace with Approved Off-Site Fill Material	150	CY	\$ 65.00	\$ 9,750.00	\$ 50.00	\$ 7,500.00
26.0	Clearing and Grubbing R/W as Needed	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 20,000.00	\$ 20,000.00
27.0	Grading, Spreading/Disposal of Excess Excavated Material, Remove and Replace Signs, Remove and Replace Mailboxes, Remove and Replace Drainage Culverts, Remove and Replace Monuments and landscaping, Traffic Control Measures; Tree Protection, Mobilization; Clean-Up, Insurance, Bonds and Other Miscellaneous Items Not Specifically Listed but Necessary for a Complete Job	1	LS	\$ 184,422.76	\$ 184,422.76	\$ 242,570.56	\$ 242,570.56
<b>Bid Total</b>				<b>\$ 1,404,569.65</b>		<b>\$ 1,671,348.01</b>	
<b>MFBE Participation (%)</b>				51		30	
<b>5% Bid Bond</b>				Submitted		Submitted	
<b>Addendum No. 1 and 2</b>				Acknowledged		Acknowledged	

I certify that this is a correct Abstract of Bids received November 21, 2024.



Chris Burke, P.E.

**HUSSEY GAY BELL**

**Bid Tabulation**  
**Quail Run Sewer Improvements**  
**City of Statesboro**

**Bids Received November 21, 2024**  
**3:00 PM**

<b>Bidder</b>	<b>Bid Total</b>
Y-Delta Inc.	\$ 1,404,569.65
Cartee Construction and Utilities, LLC	\$ 1,671,348.01

Work to be included under the contract includes:

- Installation of 2,550 LF of 8-inch gravity sewers
- Construction of 18 sewer manholes
- Installation of 4-inch PVC lateral services
- Demolition of existing septic tanks
- Construction of 25 new sewer service connections and 16 service stub outs
- Installation of Eleven (11) grinder pump systems
- Installation of 875 LF of 2-inch low pressure force main
- Connection to existing gravity sewer system
- Remove and replace impacted pavement
- Installation of new asphaltic concrete overlay of roadways
- Installation and removal of erosion and sediment controls and grading as necessary for completion of work as described in the contract plans and documents.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Darren Prather, Director of Central Services

**Date:** November 26, 2024

**Re:** Whitesville Park Improvements

**Policy Issue:** Purchasing

### **Recommendation:**

Consideration of a motion to award a design/build contract to Great Southern Recreation in the not to exceed amount of \$1,200,000.00 for park improvements to Whitesville Park.

### **Background:**

In May 2022, City staff engaged Wood PLC to perform a parks assessment and concept development of Whitesville Park immediately following the acquisition of this park by the City in April 2022. Following completion of the assessment, staff made two unsuccessful attempts to secure CDBG grant funds for these improvements. As recently as January 2024, a presentation was provided to the Mayor and City Council at a work session regarding the concept and ongoing funding challenges for this project.

In September 2024 a memo was included in the Mayor and City Council's FYI packet which identified the opportunity to fund this project with ARPA funds to ensure all ARPA funds are committed by December 31, 2024 federal deadline. Recently, the City of Statesboro issued a request for proposals (RFP) to solicit a design/build process for park improvements at Whitesville Park. The design/build process will allow staff to best achieve the intent of the park concept within the proposed budget amount of \$1,200,000.

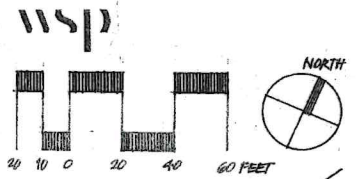
The RFP was advertised in the Statesboro Herald and on the Georgia Procurement Registry in accordance with Georgia Public Works Law. Three proposals were received and a review committee of City staff evaluated and selected Great Southern Recreation for this project. This firm has an extensive history of similar projects and was one of four recommendations provided by Parks & Recreation staff when we implemented the Luetta Moore Park and Rev. W.D. Kent Park improvements project.

**Budget Impact:** Project to be paid from American Rescue Plan Act funds.

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

**Attachments:** Whitesville Park Concept

MASTER PLAN  
**Whitesville Park**  
 STATESBORO, GEORGIA



WHITESVILLE FULL GOSPEL BAPTIST CHURCH



JOYCE STREET

# 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:** John Washington, Director – Public Works and Engineering

**Date:** November 18, 2024

**RE:** Recommendation of Sidewalk Hazard Grinding  
STS-31: Sidewalk Repairs

**Policy Issue:** Purchasing (Sole Source)

### **Recommendation:**

Staff recommends approval of quote submitted by Georgia Safe Sidewalks for Sidewalk Hazard Grinding in the amount of \$36,100.

### **Background:**

The sidewalk grinding work is done using specialized equipment to remove vertical trip hazards identified by staff and contractor varying from ¼" to 2" in height throughout the City. This is a sole source award as Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use this specialized equipment and method to remove sidewalk vertical displacements and help alleviate trip and fall accidents.

This is an annual/ongoing project to ensure safe, ADA compliant sidewalks throughout Statesboro and hazard/liability mitigation for the City of Statesboro.

### **Budget Impact:**

This project is to be paid for by 2018 TSPLOST fund.

**Council Person and District:** All

**Attachments:** Proposal



## Sidewalk Inspection Summary And Repair Proposal



City of Statesboro  
November 10, 2024





## Inspection Results

Following is a summary of a visual inspection of walkways conducted by Georgia Safe Sidewalks. This summary identifies defects we have identified in your walkways and provides an offer to remove vertical displacements using our horizontal saw-cutting procedure. The vertical displacements we have identified in your walkways represent a safety risk to pedestrians and a liability risk to the property owner. The American's with Disabilities Act places responsibility to maintain safe access to pedestrians and sets very specific guidelines in regards to the repair of uneven walkways.

**ADA Issues:** Our inspection has identified 707 pedestrian safety issues in your walkways that can be considered violations of ADA guidelines.

***This inspection and summary is based upon our personal knowledge of ADA Guidelines. It is intended to be as comprehensive as possible, but in no way guarantees full compliance. Issues may exist of which we are not aware or did not observe. Our specialty is identifying vertical displacements.***

**Vertical Displacements:** 327 (46%) of the ADA violations identified in this risk assessment are vertical displacements that can be removed with our repair process.

**Potential Savings:** Using Georgia Safe Sidewalks to remove the vertical displacements identified in this risk assessment will improve pedestrian safety and compliance with ADA at a savings of approximately \$151,600 versus traditional methods such as demolition and replacement.





## Georgia Safe Sidewalks' Process

Georgia Safe Sidewalks specializes in the identification and removal of vertical displacements, potential trip & fall hazards, from concrete walkways. We utilize a proprietary and patented process to horizontally cut away high concrete that can cause falls from citizens "tripping" on walkways.

### This is What You Can Expect From Georgia Safe Sidewalks

- Each vertical displacement will be removed to a 0" height difference between panels.
- The entire vertical displacement will be removed from one side of the walkway to the other.
- Only the elevated slab is contacted by our equipment, the opposing slab is left pristine.
- The repaired surface will be flat and smooth with no ridges, peaks or valleys.
- The repaired surface will be equal to a 1:12 slope as outlined in ADA repair guidelines.
- A dust containment system is utilized during the repair process to keep dust to the most possible minimum.
- All employees of GASS have been physician certified and wear prescribed safety equipment by OSHA crystalline silica dust laws.
- Our process is a dry cut, there is no slurry or runoff that is required to be contained from storm drains.
- All concrete debris removed from the sidewalk will be removed from the site by GASS staff and recycled.
- The panel under repair will be swept and blown off by GASS staff.
- During project production, the customer is supplied with a daily summary of our progress at the end of each production day.
- Satellite mapping technology is used to provide you with accurate location information for your sidewalk maintenance program documentation.
- Upon project completion, you will be supplied with a detailed summary identifying locations for issues that cannot be remedied with our repair process.





## Policies & Support Materials

**Sole Source versus Bidding:** Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk vertical displacements as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for vertical displacement repair using the equipment and methods described in these patent numbers within the state of Georgia. Documentation can be provided to support your sole-source approval efforts.

You will not be able to find another company that is able to produce the quality and compliance with ADA that Georgia Safe Sidewalks does for vertical displacement remediation. This is a critical aspect of your decision if the appearance of your property and compliance with ADA is important to you.

If you are required to “bid” a project, then this proposal should **not** be considered as our official bid. If you want a project bid, then **you** will need to identify the specific number and location of displacements you want removed. We will then submit a firm bid for your project. To obtain a fair bid though, it falls on you to identify the repairs that you want completed so that all participants are bidding the same work.

If you care about the quality of your repairs, we will consider matching any competitive bid that offers to make the same number of repairs as ours.

**The information provided in this proposal is considered confidential between Georgia Safe Sidewalks and its client, and should not be reproduced or shared with any other organization. In no way does the information included in this inspection transfer ownership of sidewalks or responsibility for your sidewalk maintenance responsibilities to Georgia Safe Sidewalks.**

**Safety & Insurance:** Georgia Safe Sidewalks is a corporation registered in the state of Georgia. We maintain the highest safety standards using OSHA approved safety equipment for employees and conduct regular safety and health screenings. Copies of our W9, liability insurance, auto and workers compensation insurance are available upon request. We have worked in dense urban environments, residential neighborhoods, historic districts, and retail/business environments with no disruption to daily activities.

**Warranty on Service:** No warranty in the form of duration after repair is offered. It is impossible to warranty work against the acts of nature that create vertical displacements in walkways such as growth of tree roots, shifting ground, etc. Our guarantee for our repair is as follows:

- All displacements will be removed to a 0” height difference.
- The entire displacement will be removed.
- The repaired surface will be of a 1:12 slope.
- Adjacent sidewalk slabs will not be affected by the repair.
- Sidewalk debris created by our process will be removed from the work site and recycled.
- There will be no damage to surrounding landscaping, utilities or personal property.



**ADA Guidelines for Trip Hazards:**

Georgia Safe Sidewalks strives to meet compliance with ADA guidelines on each and every trip hazard repair that we make. Those guidelines are as follows:

**303 Changes in Level**

303.1 General. Where changes in level are permitted in floor or ground surfaces, they shall comply with 303.

303.2 Vertical. Changes in level of ¼ inch (6.4 mm) high maximum shall be permitted to be vertical.

**Vertical Change in Level**

**TECHNICAL CHAPTER 3: BUILDING BLOCKS**

303.3 Beveled. Changes in level between ¼ inch (6.4 mm) high minimum and ½ inch (13 mm) high maximum shall be beveled with a slope not steeper than 1:2.

303.4 Ramps. Changes in level greater than ½ inch (13 mm) high shall be ramped, and shall comply with 405 or 406.

Advisory 303.3 Beveled. Changes in level exceeding ½ inch (13 mm) must comply with 405 (Ramps) or 406 (Curb Ramps).

**405 Ramps**

405.1 General. Ramps on accessible routes shall comply with 405.

405.2 Slope. Ramp runs shall have a running slope not steeper than 1:12.

**Information taken directly from Chapter 3: Building Blocks, pages 141-142 of ADAAG.**

**Examples of ADA Violations according to these Guidelines**

**Large (1-3/4" high)**



**Medium (7/8" high)**



**Small (1/2" high)**





# 2024 Pricing Policy

## Inch-Foot Definition:

Pricing is based upon the size of each trip hazard and the amount of concrete removed. Each trip hazard is measured for height and length. We use a unit of measure we refer to as “inch-foot”.

An inch-foot equals the average height of the vertical displacement measured in inches, then multiplied against the length of the cut measured in feet. The example below represents a typical trip hazard.

$$\frac{\text{Height on high side (1/2") + Height on low side (1/4")}}{2} \times \text{Length of cut (4')} = 1.5 \text{ inch-feet}$$

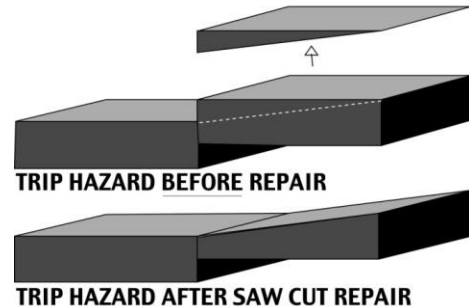
Incorporating the height of the trip hazard into our pricing is what distinguishes Georgia Safe Sidewalks from our competitors. ADA identifies trip hazards by height, not linear feet.

## Pricing & Volume Discounts:

- ✦ Our pricing is based upon project size. Price discounts vary depending upon the size of your project.

## Minimum Job Charge:

Georgia Safe Sidewalks does charge a minimum to mobilize a crew and equipment. We have a two-tiered minimum. Our minimum for a project within a 60-mile radius of Lawrenceville, GA is \$1,000. Our minimum for a project outside this 60-mile radius of Lawrenceville, GA is \$2,000.



## Sole Source:

Georgia Safe Sidewalks is the only company in Georgia authorized and licensed to use the patented equipment and method for removing sidewalk trip hazards as described by the following United States patent numbers: 6,827,074 – 6,896,604 – 7,000,606 – 7,143,760 – 7,201,644 – 7,402,095 – 9,759,559 – 16,670,737. This makes Georgia Safe Sidewalks a sole source for trip hazard removal using the equipment and methods described in these patent numbers within the state of Georgia.

**Payment Terms:** All invoices are due **15-days** from issuance date of the invoice. Jobs that require multiple weeks for completion will be invoiced weekly, at the end of each weeks’ work.

**Inspection Fees:** This proposal may have been created after an inspection was completed and paid for by the customer. In the event the customer has paid a fee for their original inspection, they have 6-months to approve the full project offer in order to receive a rebate on the original inspection.

## Additional Charges:

- Credit card payments are acceptable with an additional fee equal to 3% added to each invoice.
- Any requirements placed upon Georgia Safe Sidewalks as a vendor that requires additional costs to our daily operations or modifications to our offered payment terms and policies will be subject to additional charges.
- If the customer requires custom insurance certificates with a vendor registration fee, a \$200 fee will be added to cover the acquisition of certificates. If the customer requires additional levels of insurance, the added cost to secure those levels will be invoiced to the customer.
- If required to “register” with a vendor management company, a fee of \$200 will be added to the invoice to cover the registration fee requirement.



## Offer Summary

The maps and tables on the following pages provide a general location for the vertical displacements that we identified and summarize their severity. Due to limited accuracy with GPS technology this information should only be used for general locations.

### Full Project Offer

This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee. This option has already been discounted by 6%

**Price: \$36,100**

**Days to Complete: ~ 7 days**

### Partial Project A Offer (Medium & Large)

This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. This option has already been discounted by 6%.

**Price: \$25,800**

**Days to Complete: ~ 5 days**

### Partial Project B Offer (Large only)

This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements. This option has already been discounted by 2%.

**Price: \$7,925**

**Days to Complete: ~ 2 days**

### Specific Budget Project

Sometimes customers are not able to remove all of the vertical displacements identified in our inspections due to budget restrictions. In this option Georgia Safe Sidewalks is more than happy to complete a project of a smaller value to a budget identified by the customer. In this option the customer usually specifies the budget amount they can afford, and an area to begin by providing us a list of priorities. This option allows the customer to spread their investment out over a period of months or even years.

**Our minimum is \$2,000**

**Projects above \$5,000 are discounted by 2%**

**Projects above \$10,000 are discounted by 4%**

**Projects above \$25,000 are discounted by 6%**

**Projects above \$50,000 are discounted by 8%**

**Projects above \$100,000 are discounted by 10%**



Because we recognize that projects of this type may require time for budgeting, the prices in this proposal are valid for a period of 6 months. Operating costs increase with time, and sidewalk conditions change over time.

- ✦ After 6-months, the prices provided in this quotation will be increased by 5%.
- ✦ If unable to make a decision within 12 months, no problem, the proposal will still be valid, but the prices shown will be increased by 10%.
- ✦ If still unable to make a decision after 2 years, we still want your business. We will honor this proposal for as long as 24-months but the pricing shown at that point will be increased by an additional 10%.

In the event that we are asked to return to a property/community to re-inspect it, the 2<sup>nd</sup> inspection will be conducted at a cost of \$300 per pedestrian mile.

## Schedule

We do fill our schedule on a first-come, first-serve basis which means the start date can change as we accept commitments from customers. We can normally remove approximately 90 trip hazards or 120 inch-feet in a single day depending upon their size and location.

**First Available Start Date: March 10<sup>th</sup>**

Our business has grown in popularity enough that we carry a steady 3-month backlog throughout the year. Uncertain business conditions and the fact that our employees are trained, skilled tradesman makes it difficult to add employees when our backlog increases. As a business, we cannot use part time labor. Our employees are skilled at what they do.

Don't exclude us from approval because we have a large backlog. Schedules change, and we sometimes have the ability to split our production team to complete smaller projects sooner than what is identified in this proposal. Tell us your needs and we might be able to work something out sooner.



## Terminology

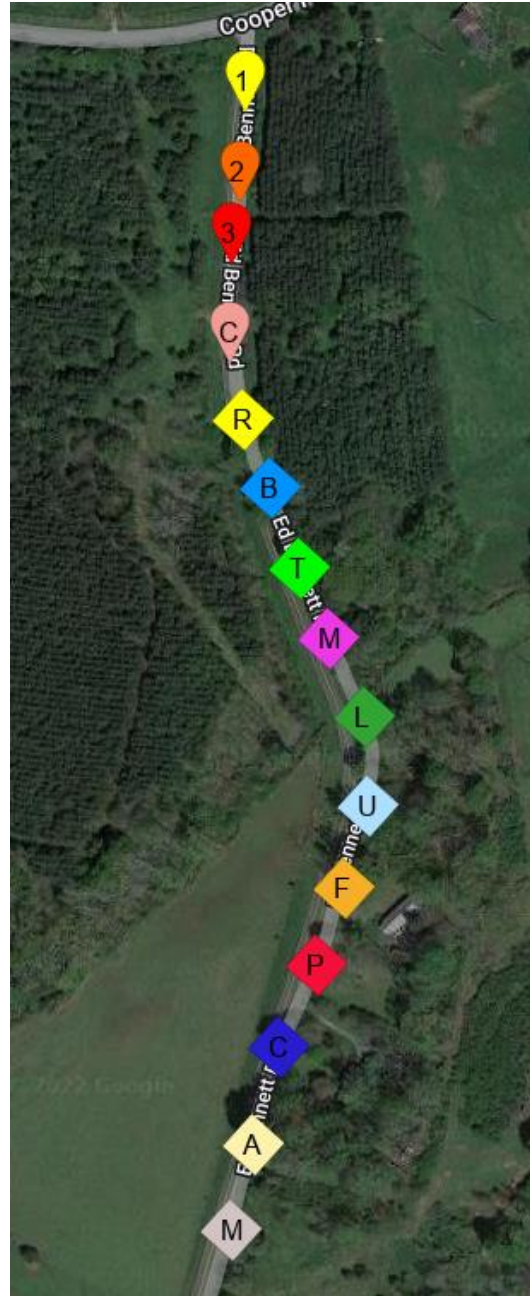
The inspection that this proposal is based upon was visual in nature. During the inspection we identify vertical height changes that we believe to be greater than ¼” and less than 2” in height. To conserve time during a survey, height is estimated only. The actual number of vertical displacements identified may vary once measurements are taken when the project is performed.

Repairs we can make that are included in this repair offer:

- A yellow balloon identifies a small vertical displacement estimated to be between ¼” and ½” high.
- An orange balloon identifies a medium size vertical displacement estimated to be between 5/8” and 1” high.
- A red balloon identifies a large vertical displacement estimated to be between 1-1/8” and 2” high.
- A pink balloon identifies a curb cut that we can make.

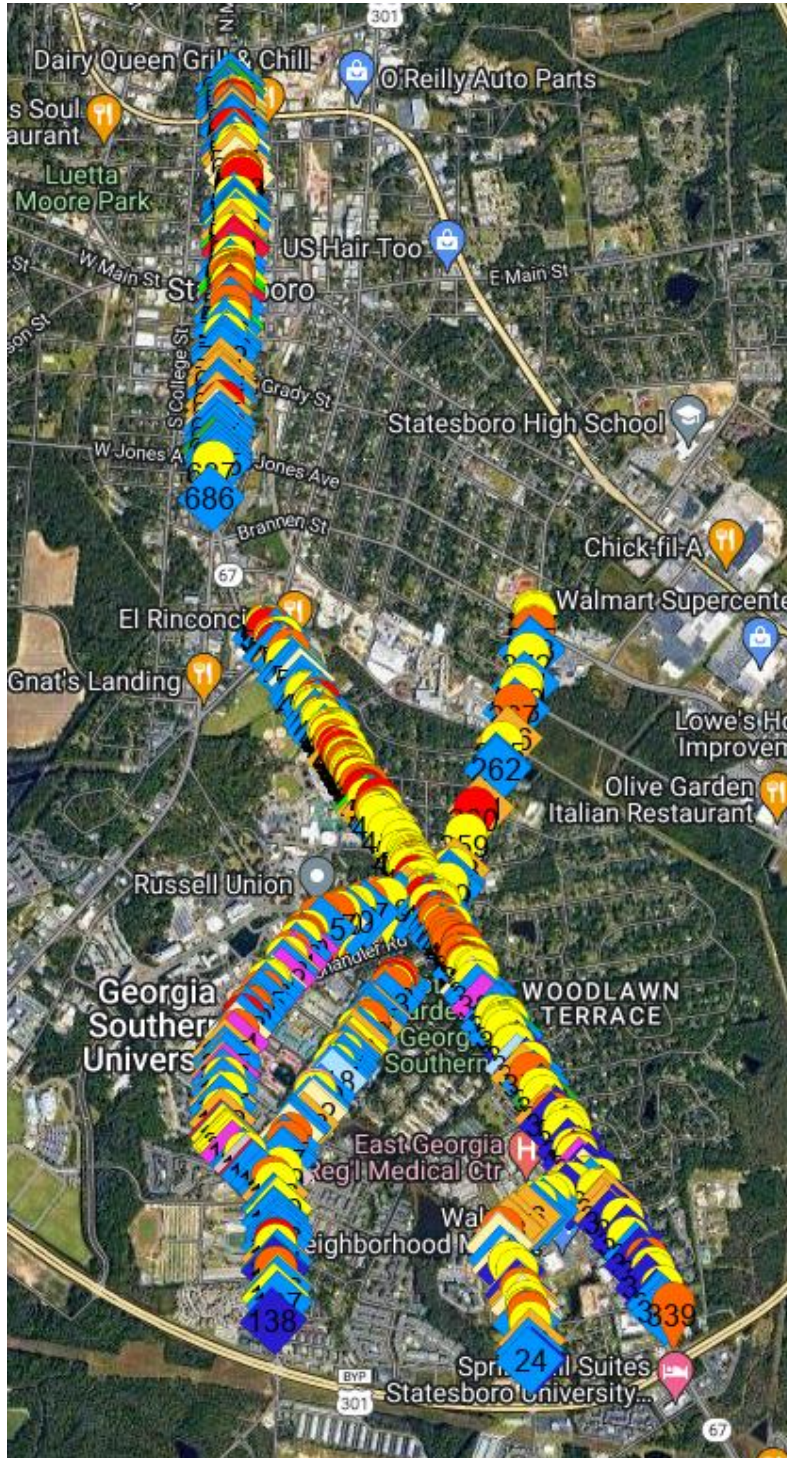
Repairs beyond our services, issues that require another source and is not included in this repair offer:

- A yellow diamond identifies a general condition that requires replacement of the existing sidewalk.
- A blue diamond identifies a walkway that is cracked and broken and is beyond repair. The sidewalk
- A light green diamond identifies a vertical displacement too big for a repair. The displacement is over 2” high and requires new concrete instead of a repair.
- A purple diamond identifies missing sidewalk. This requires new concrete to fill in the missing area.
- A dark green diamond identifies a landscaping issue. It can be buried sidewalk, or overgrown sidewalk. It is not work that we do.
- A light blue diamond identifies a utility issue. This can be any type of object blocking the sidewalk or uneven with the walking surface.
- An orange diamond identifies a wide gap in the walkway that needs filled.
- A red diamond identifies uneven pavers that need to be reset or has other issues.
- A dark blue diamond identifies an issue with a catch basin. It usually means the sidewalk must be replaced around the storm runoff catch basin.
- A pale-yellow diamond identifies an issue/problem with an ADA ramp.
- A gray diamond is a miscellaneous sidewalk problem or comment.





## Full Area Inspected







## Repair Options

### Full Project Offer

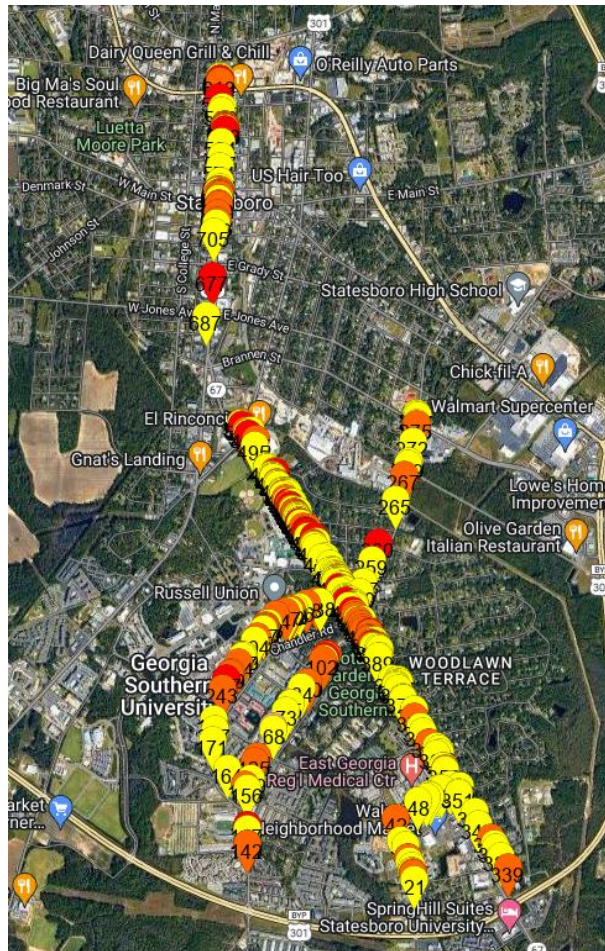
This option will remove all of the vertical displacements we identified in our survey with the intention of leaving your property as free of vertical displacements as possible. This is the option that must be selected in order to receive the rebate for any pre-paid inspection fee.

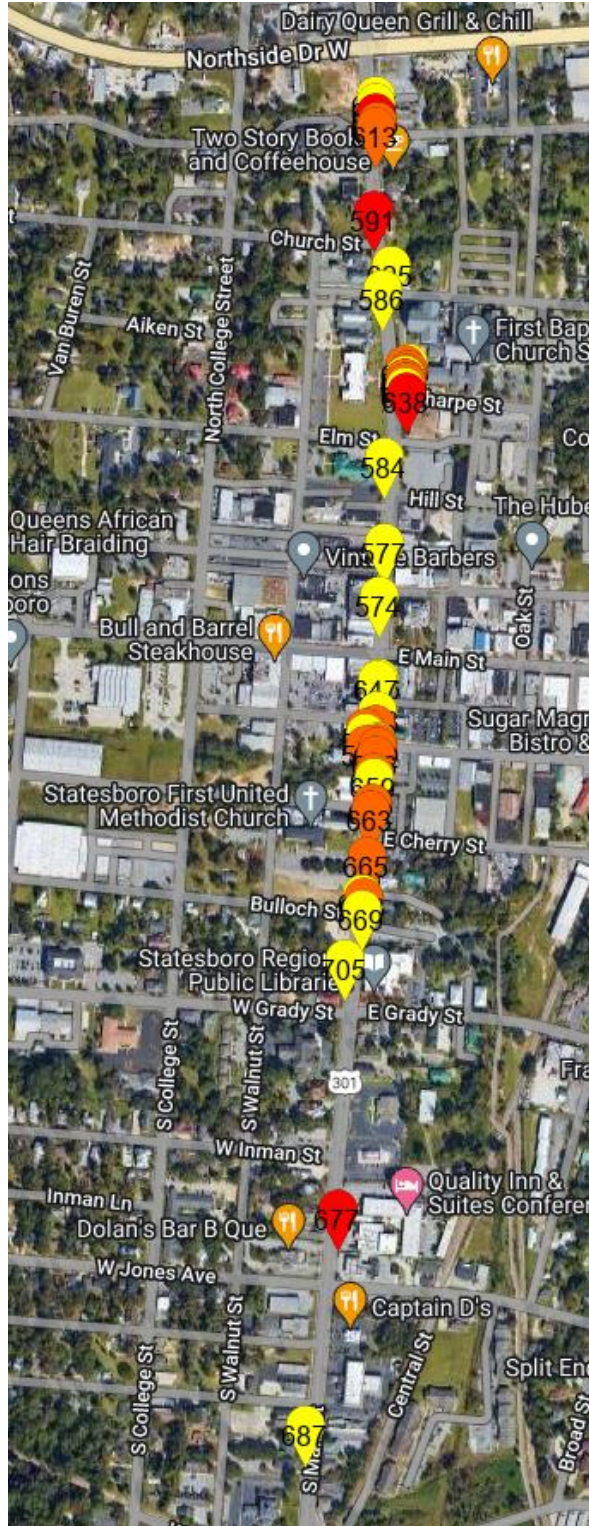
**Price: \$36,100**

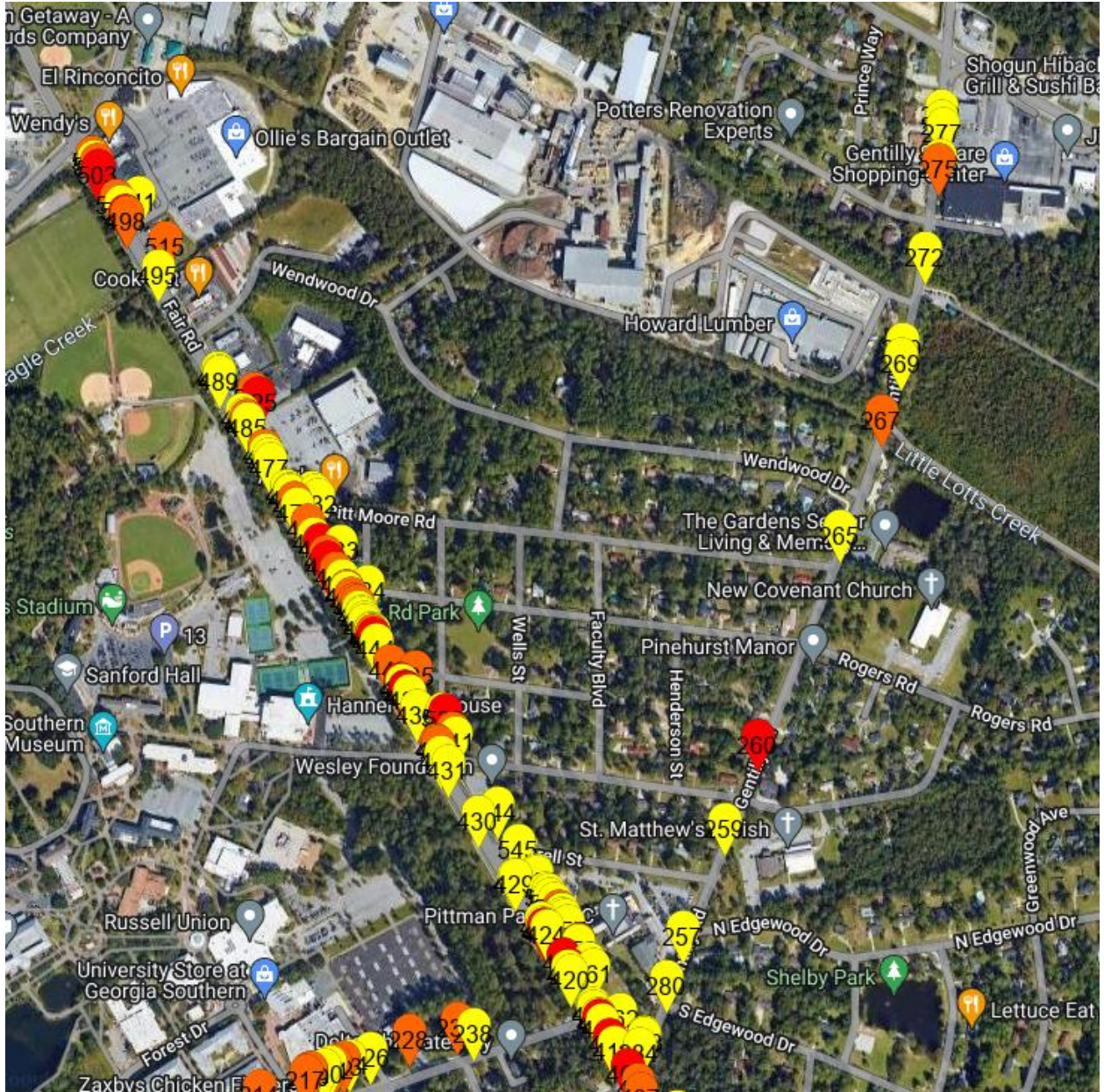
**Days to Complete: ~ 7 days**

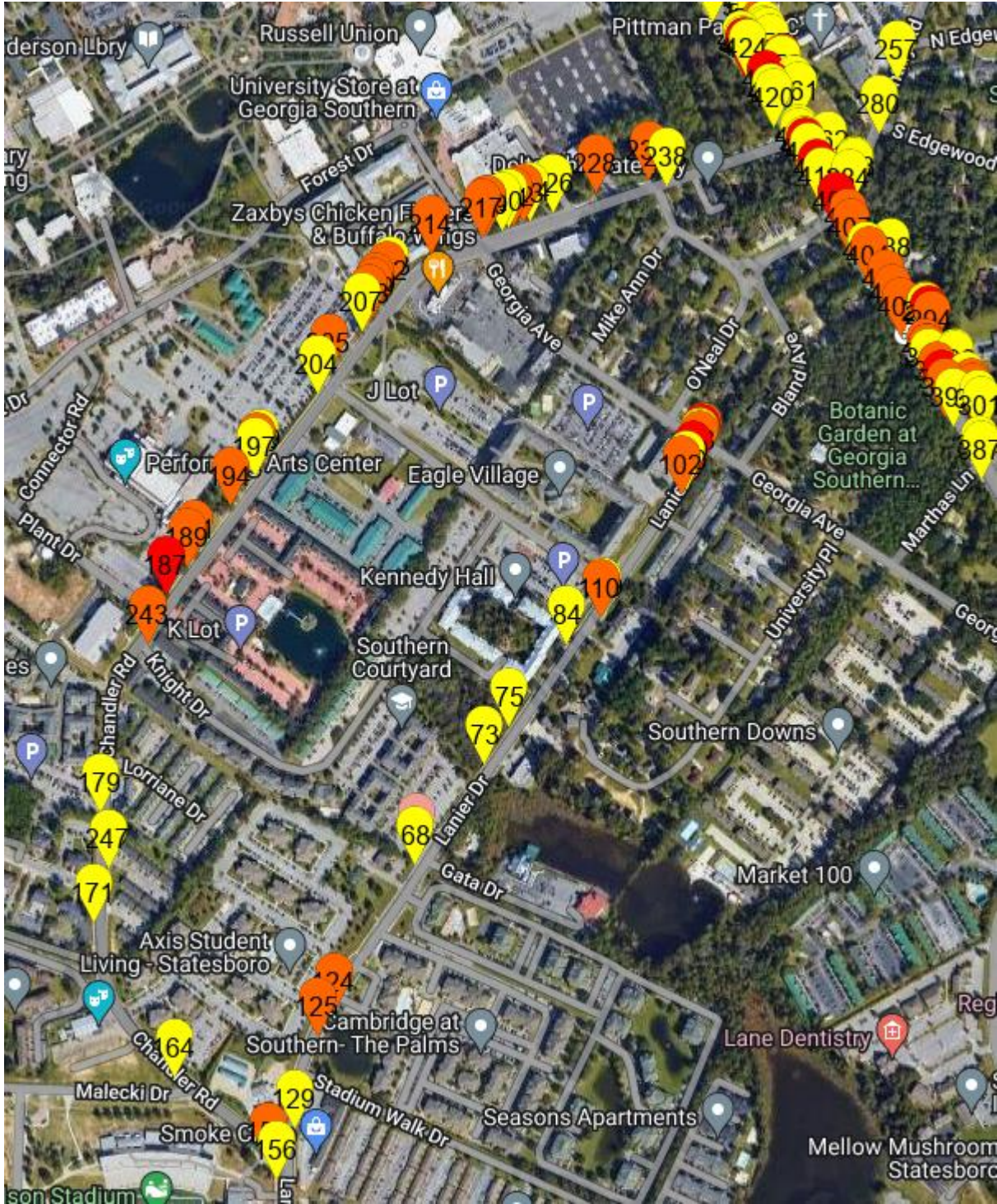
	Small Hazards 1/4" to 1/2"	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	195	102	30		
				<b>Total # of Hazards</b>	327
				<b>Curbing (ft)</b>	9 ft

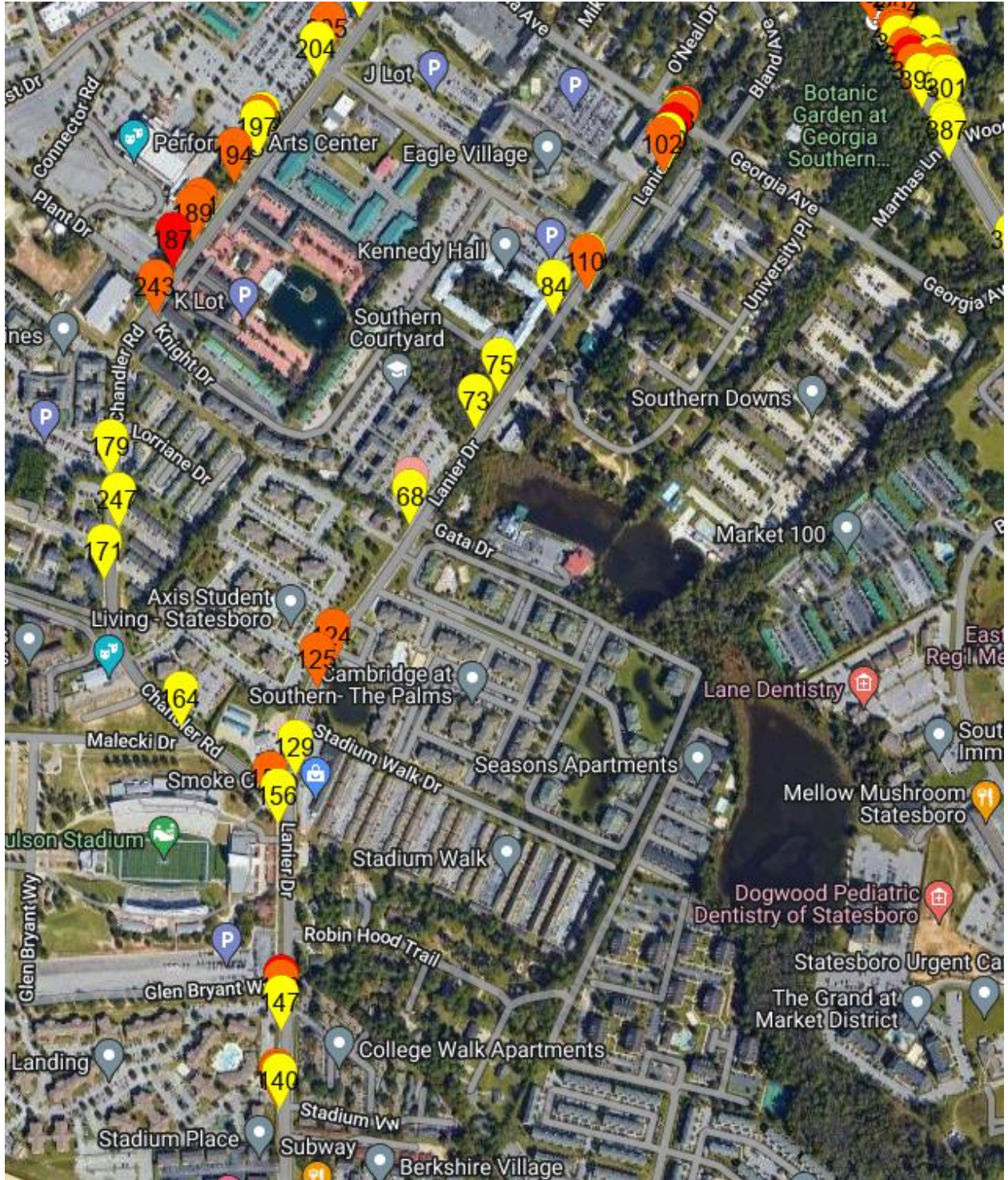
The map below shows all trip & fall hazards identified in our survey that can be removed with our repair process.

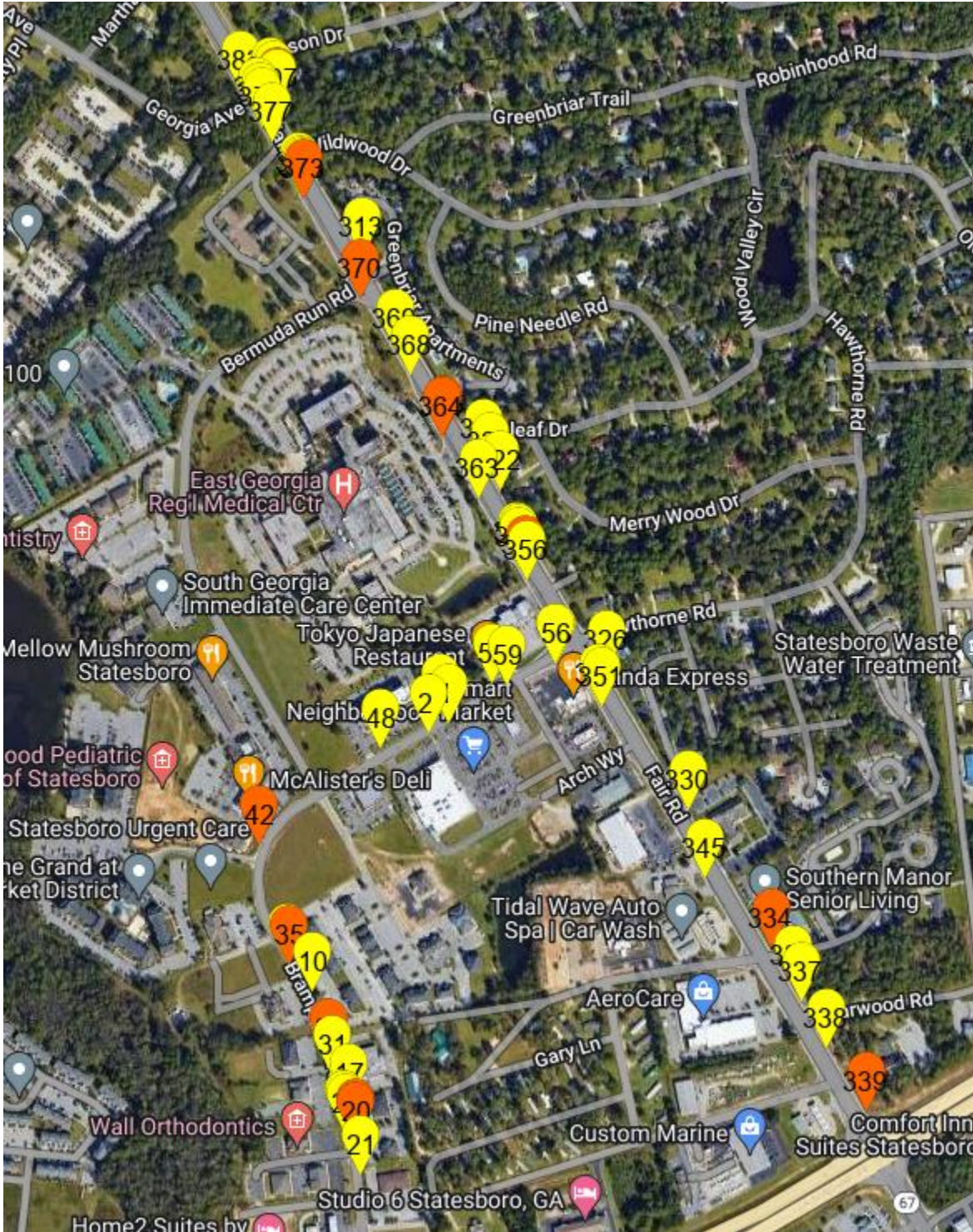














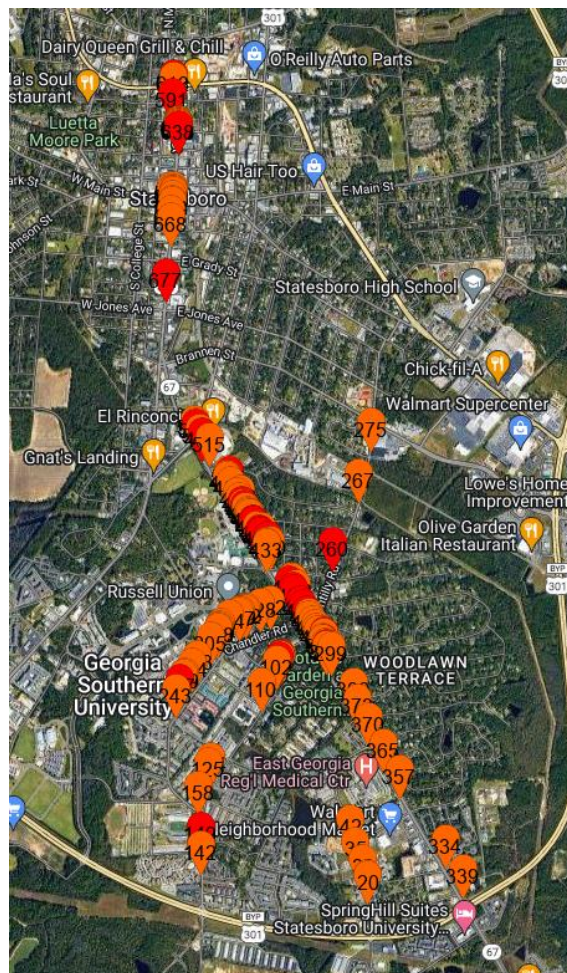
## Partial Project A Offer (Medium & Large)

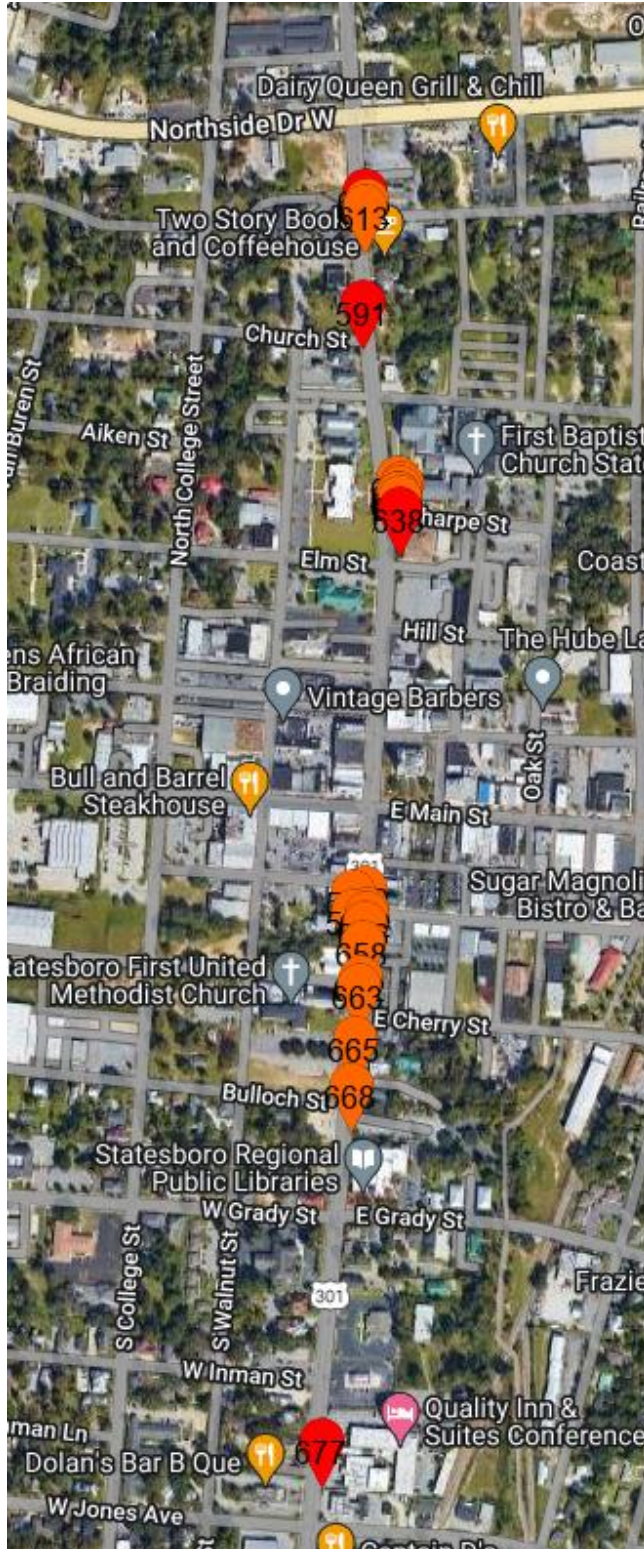
This option provides a little less expensive option that will remove all of the vertical displacements we identified above 5/8" high. It will remove the most obvious displacements from the property but will not leave the property free of vertical displacements. Smaller displacements will remain in the walkways. Smaller hazards will remain in the walkways.

**Price: \$25,800**  
**Days to Complete: ~ 5 days**

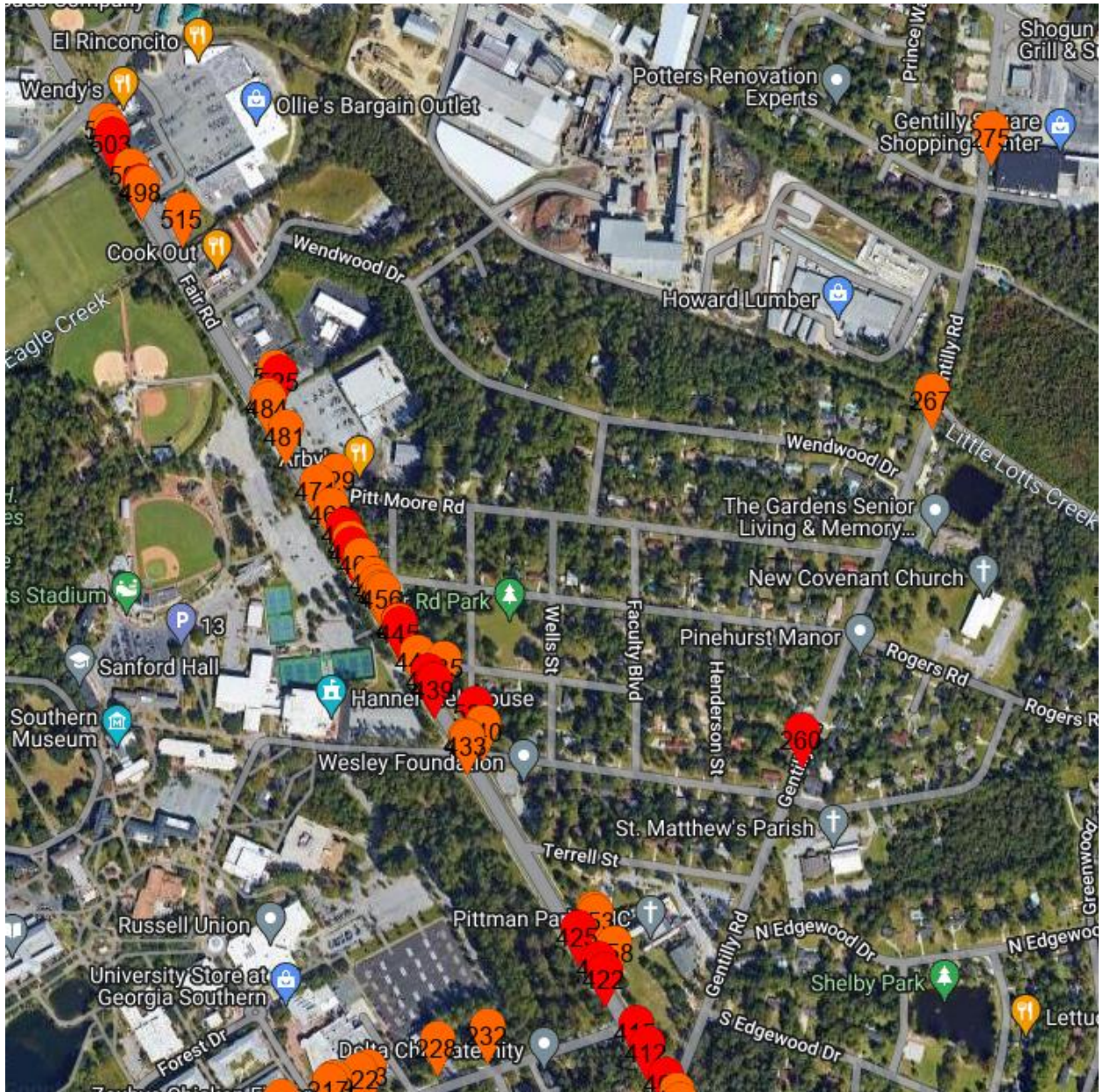
	Medium Hazards 5/8" to 1"	Large Hazards 1-1/8" to 2"		
# of Hazards	102	30		
			<b>Total # of Hazards</b>	132

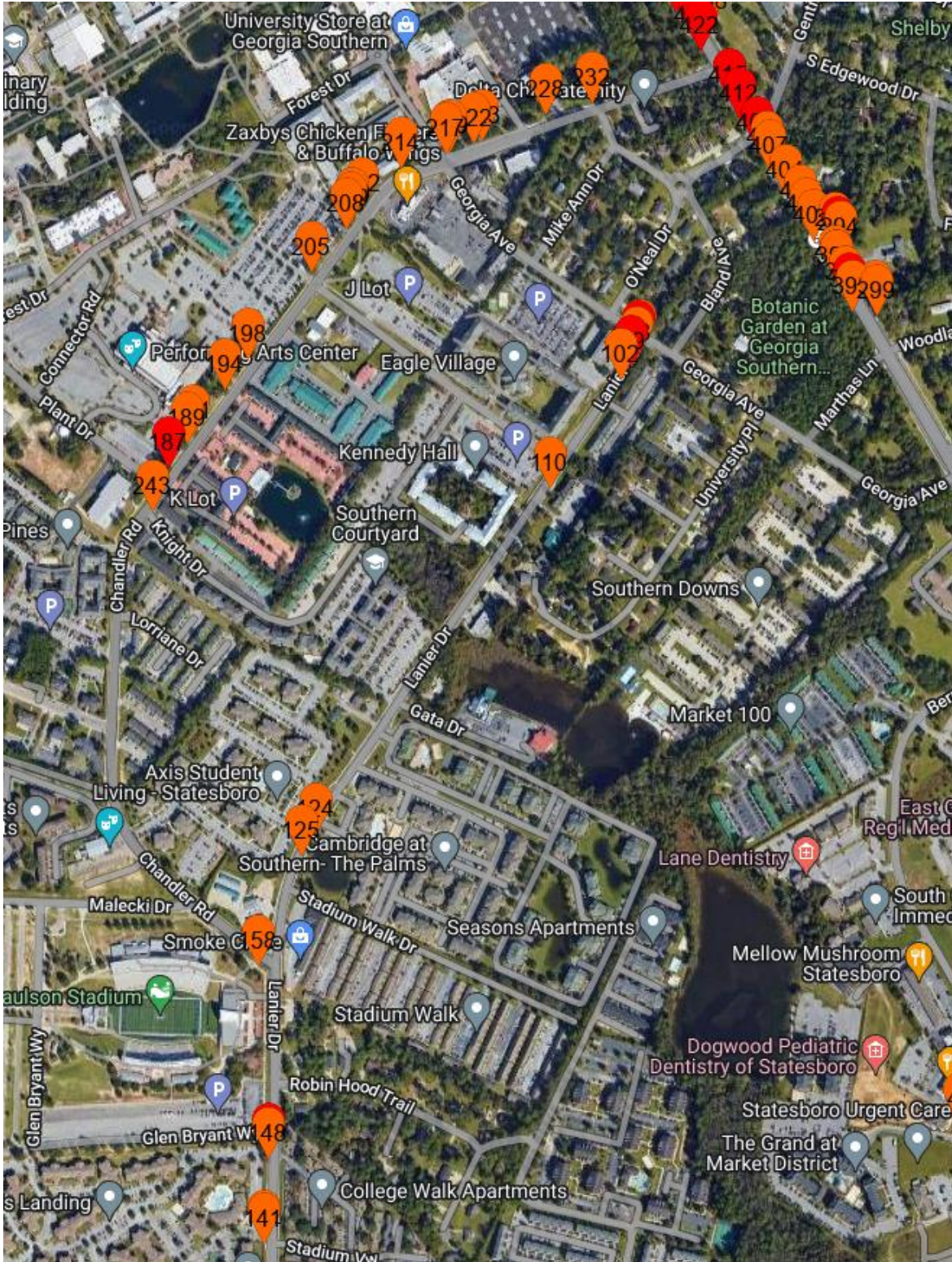
The maps below show the location of the medium sized vertical displacements identified in our survey followed by the smaller displacements identified in our survey. The maps of the smaller displacements show what will be left behind if a full project is not approved.

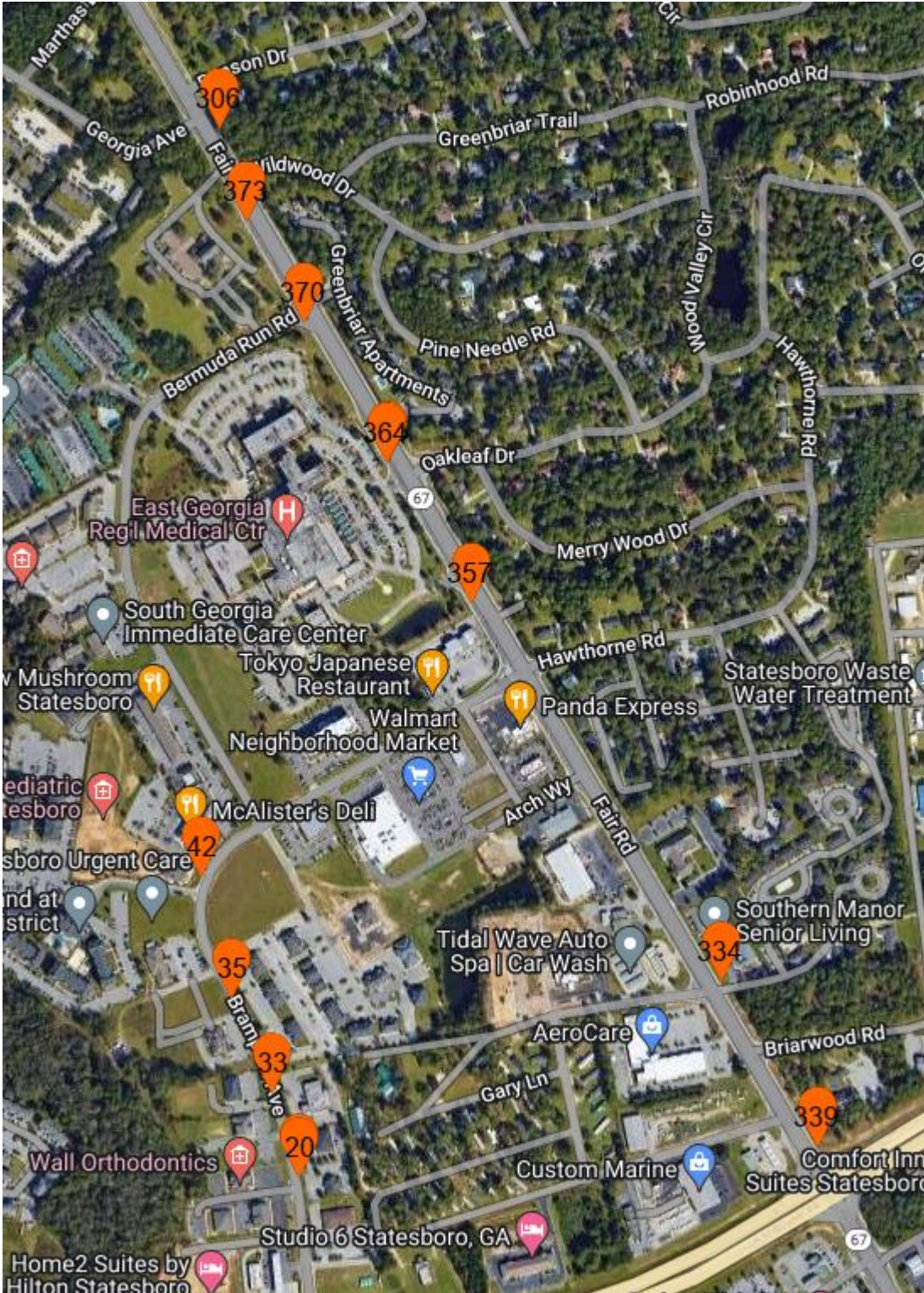


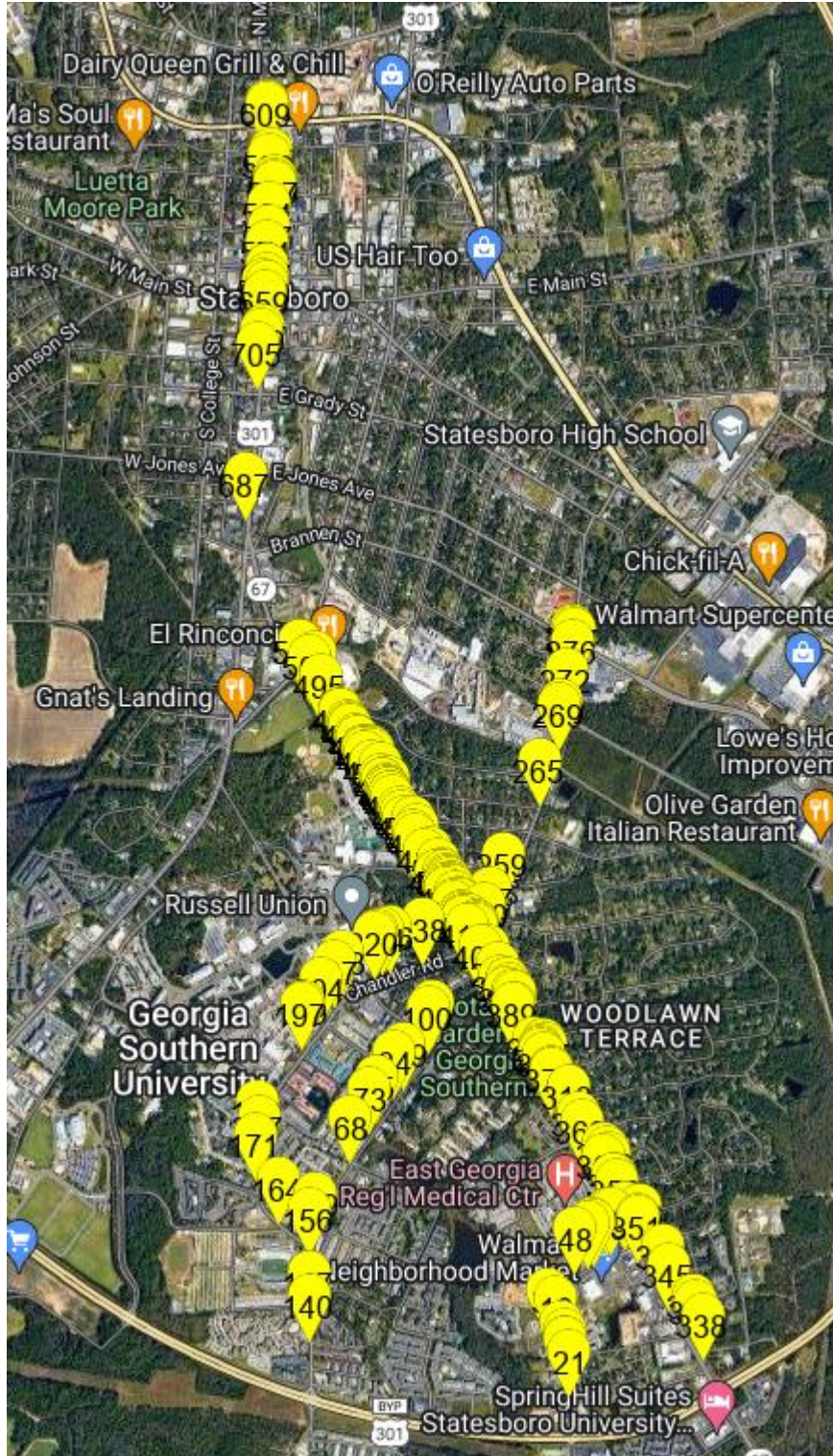


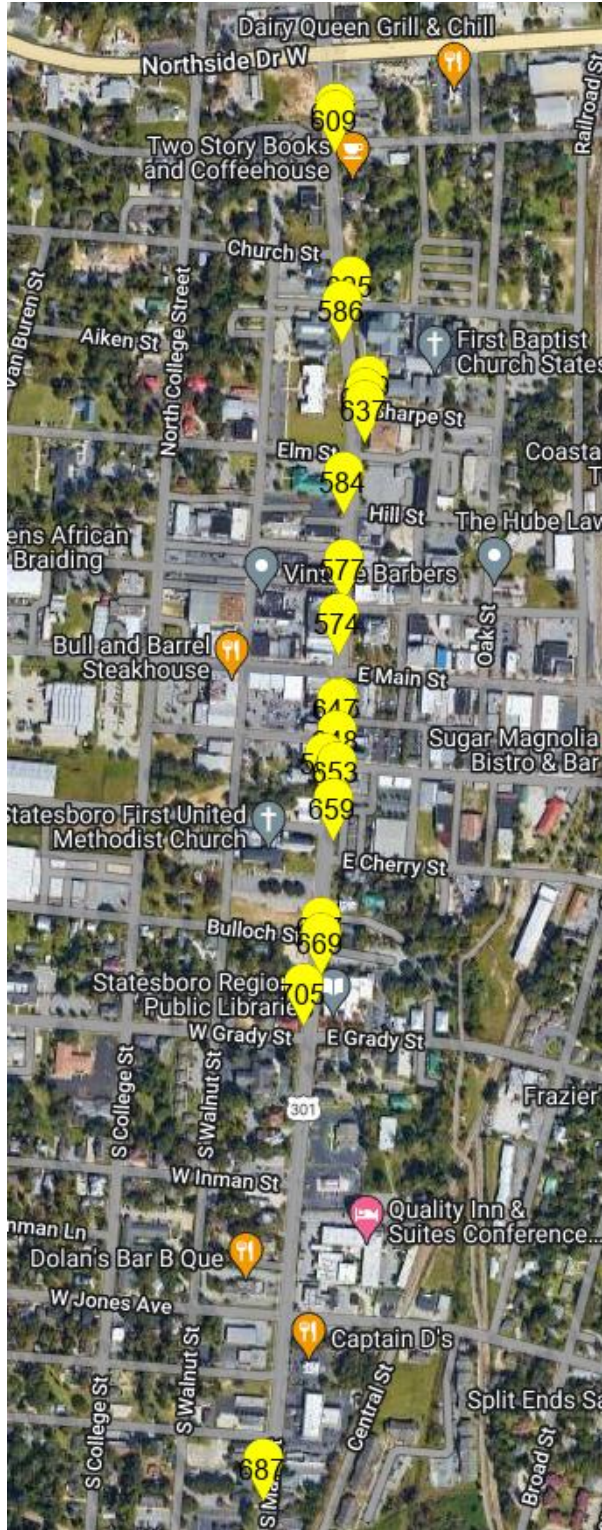


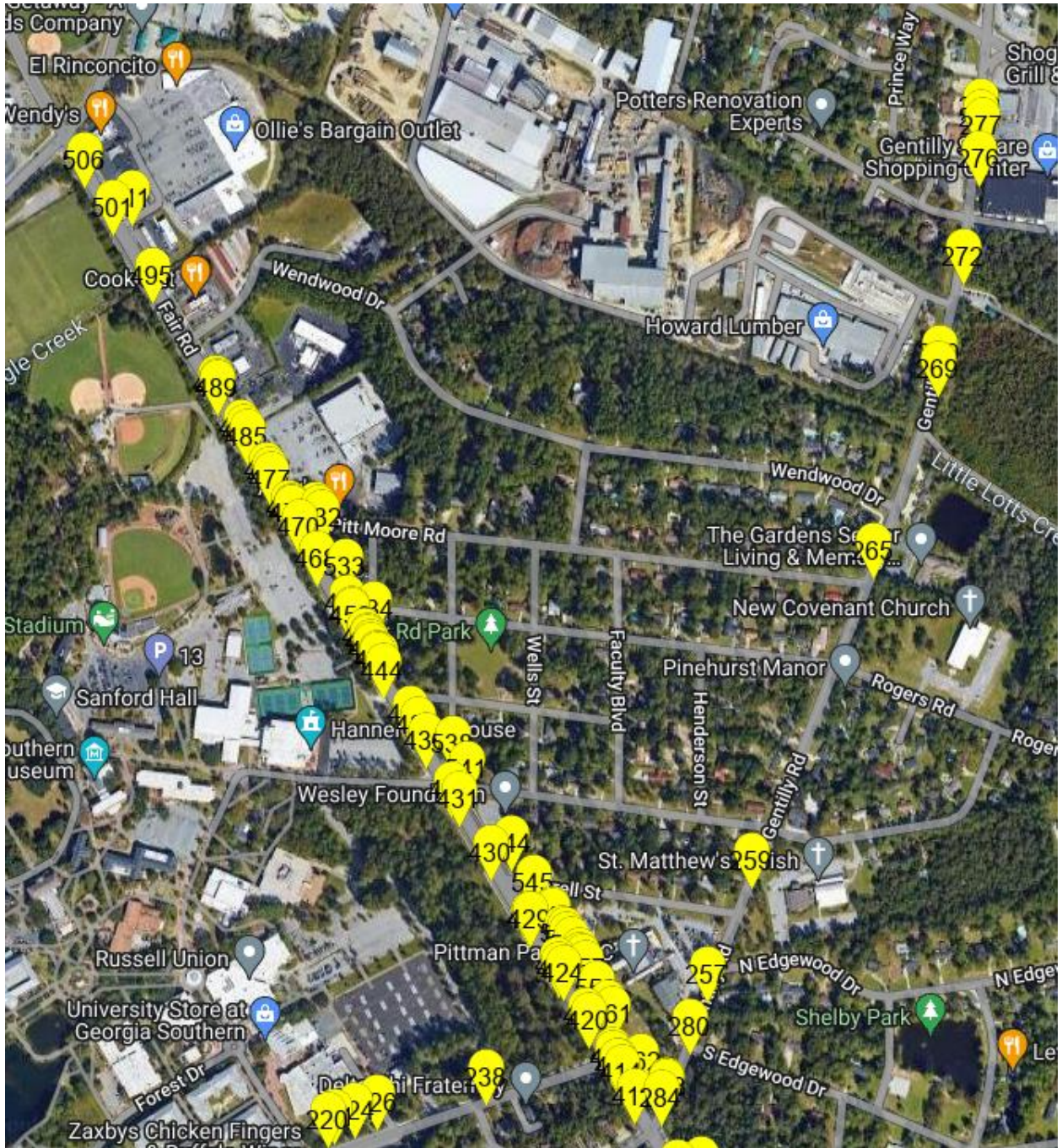


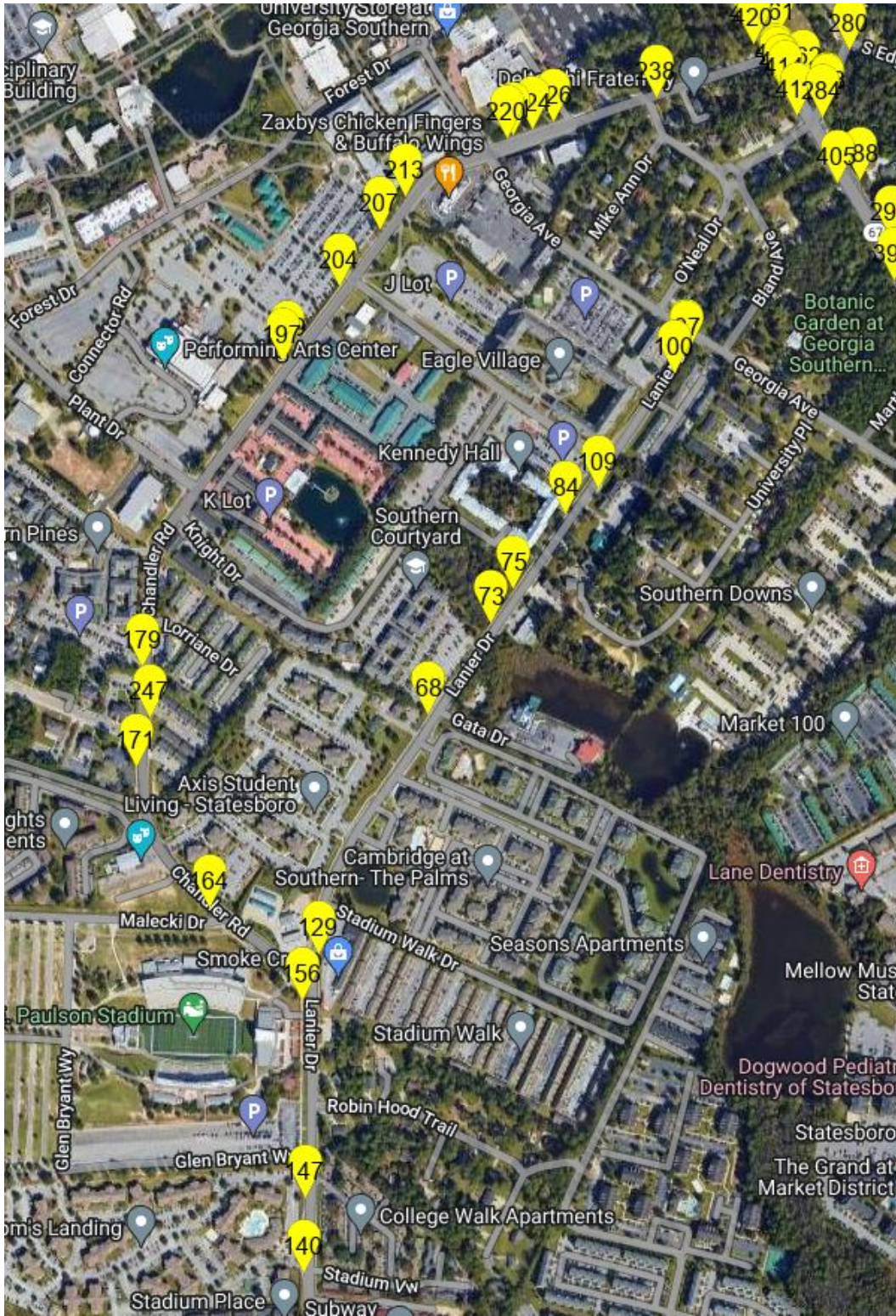


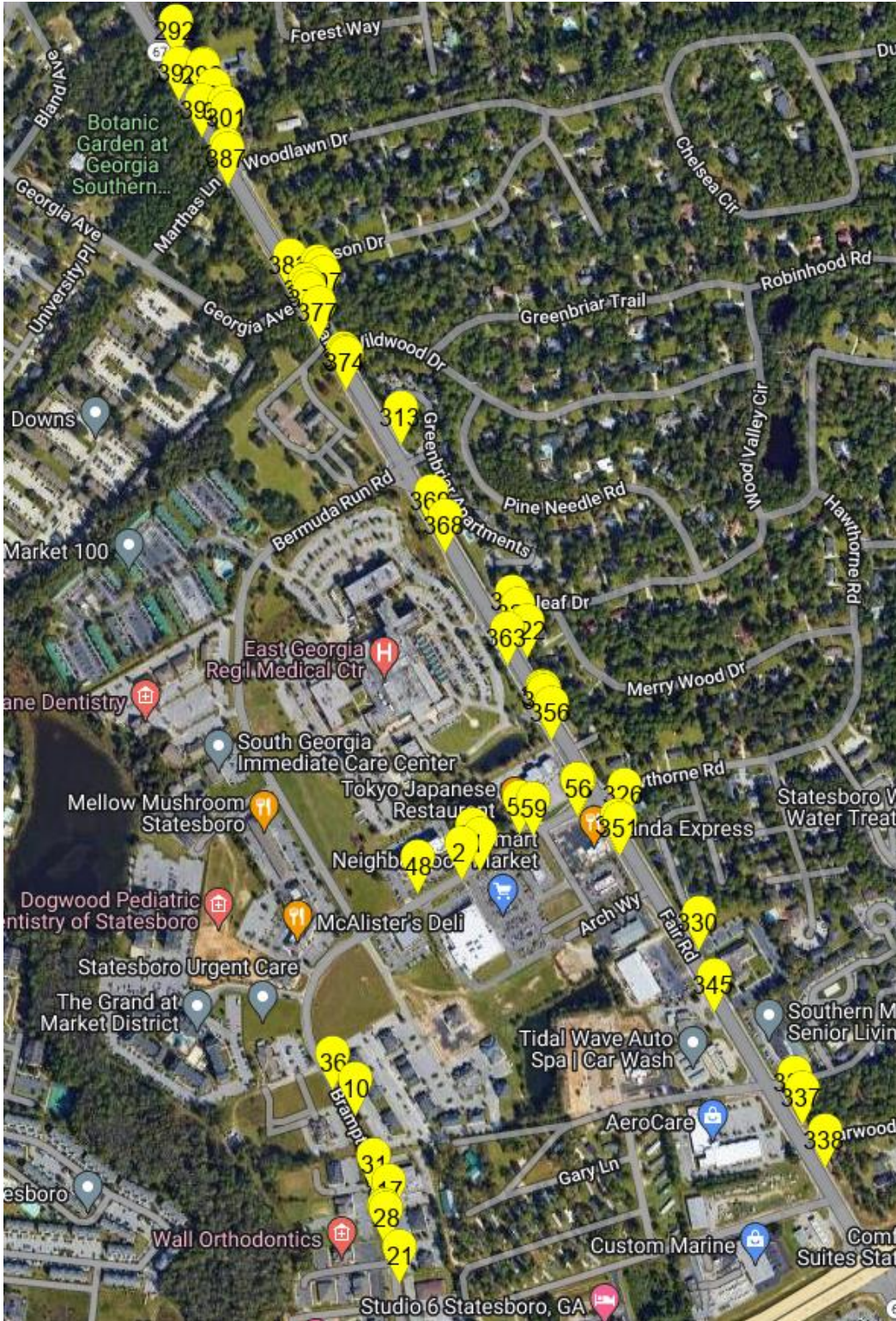
















### Partial Project B Offer (Large only)

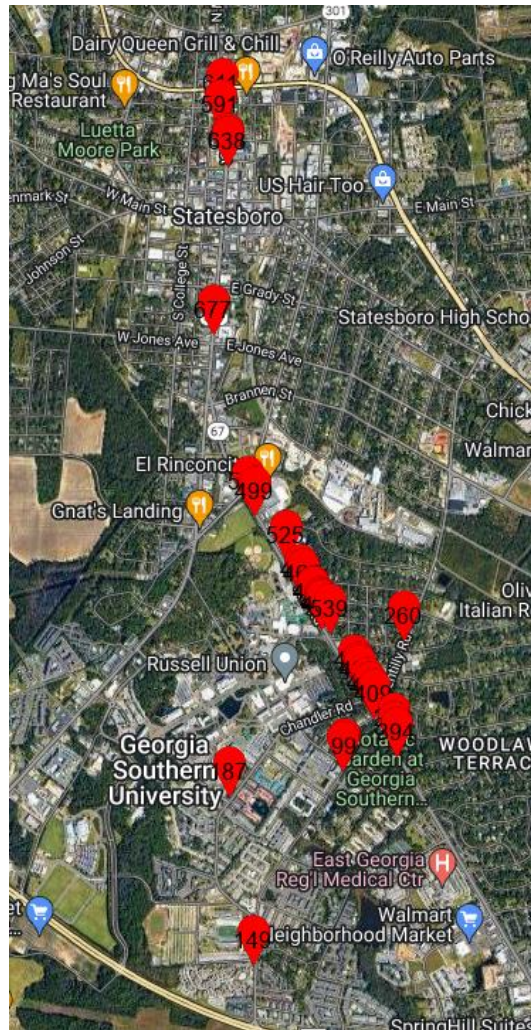
This option provides an even less costly option that will remove only the most severe trip & fall hazards. It will remove only the most extreme vertical displacements. It is provided to allow action on a smaller budget, but it will not leave the property free of potential vertical displacements.

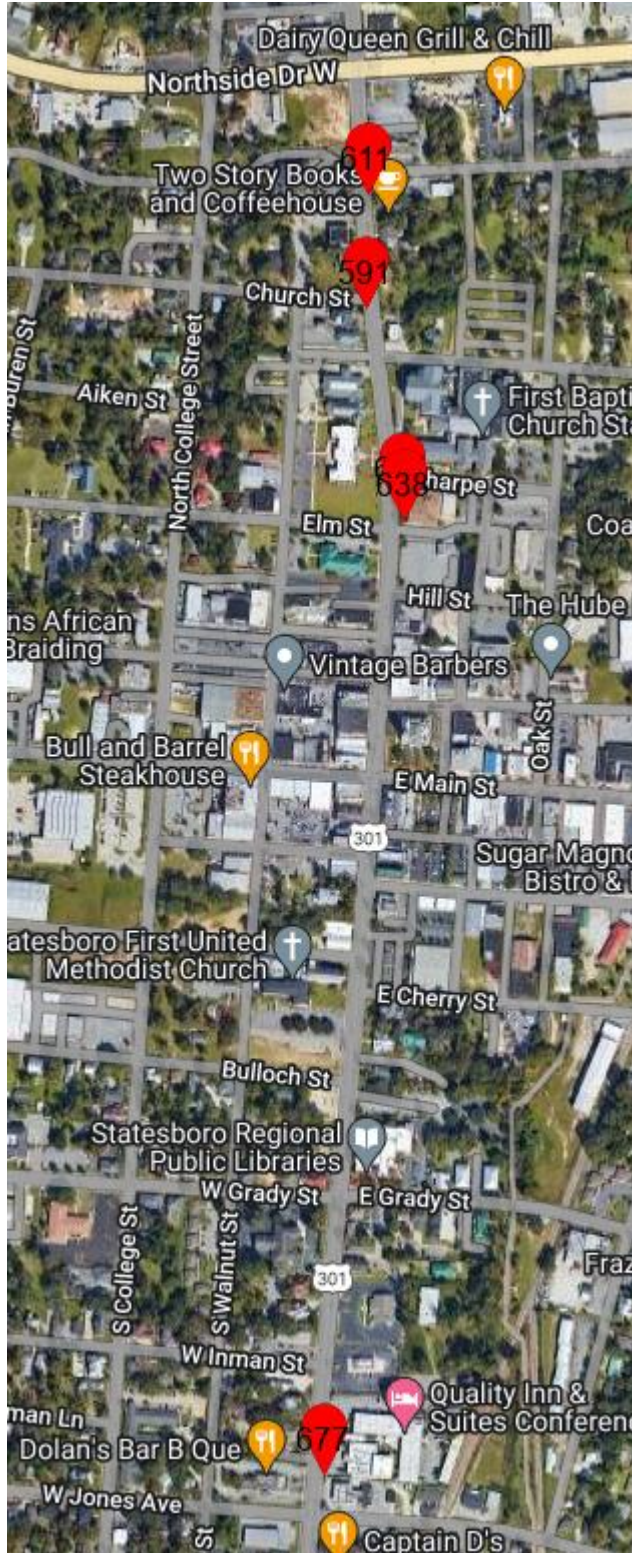
**Price: \$7,925**

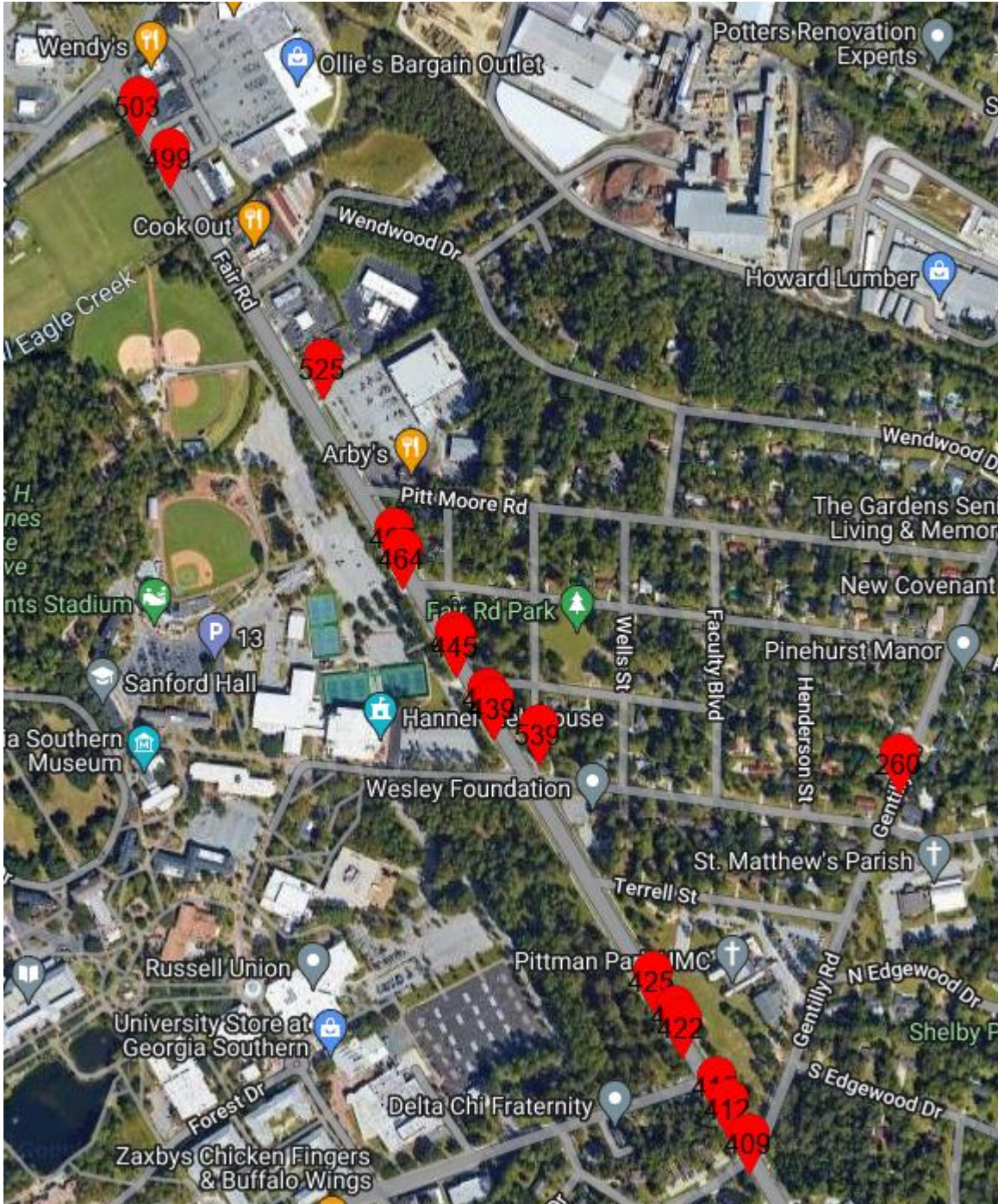
**Days to Complete: ~ 2 days**

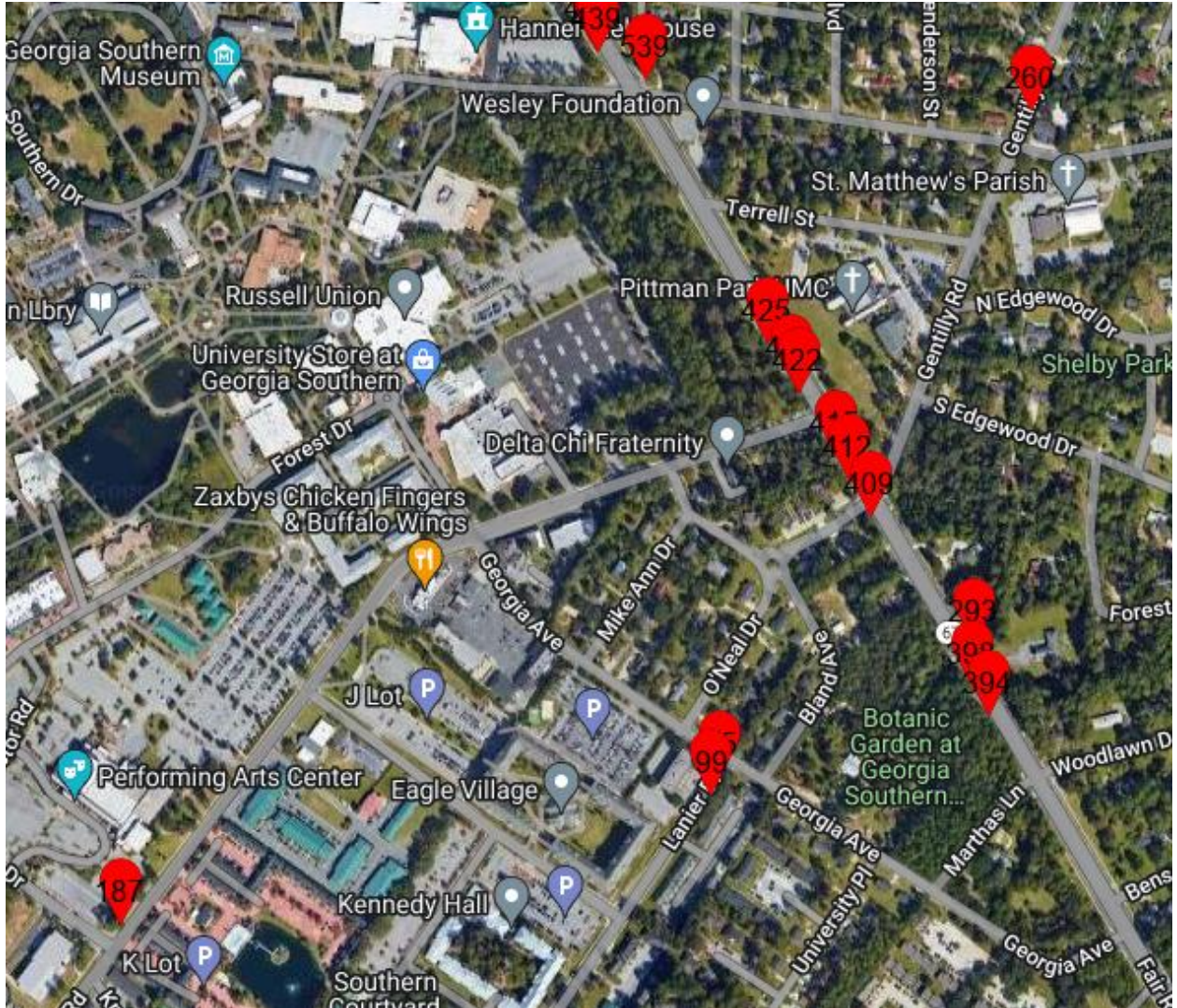
	Large Hazards 1-1/8" to 2"		
# of Hazards	30		
		<b>Total # of Hazards</b>	30

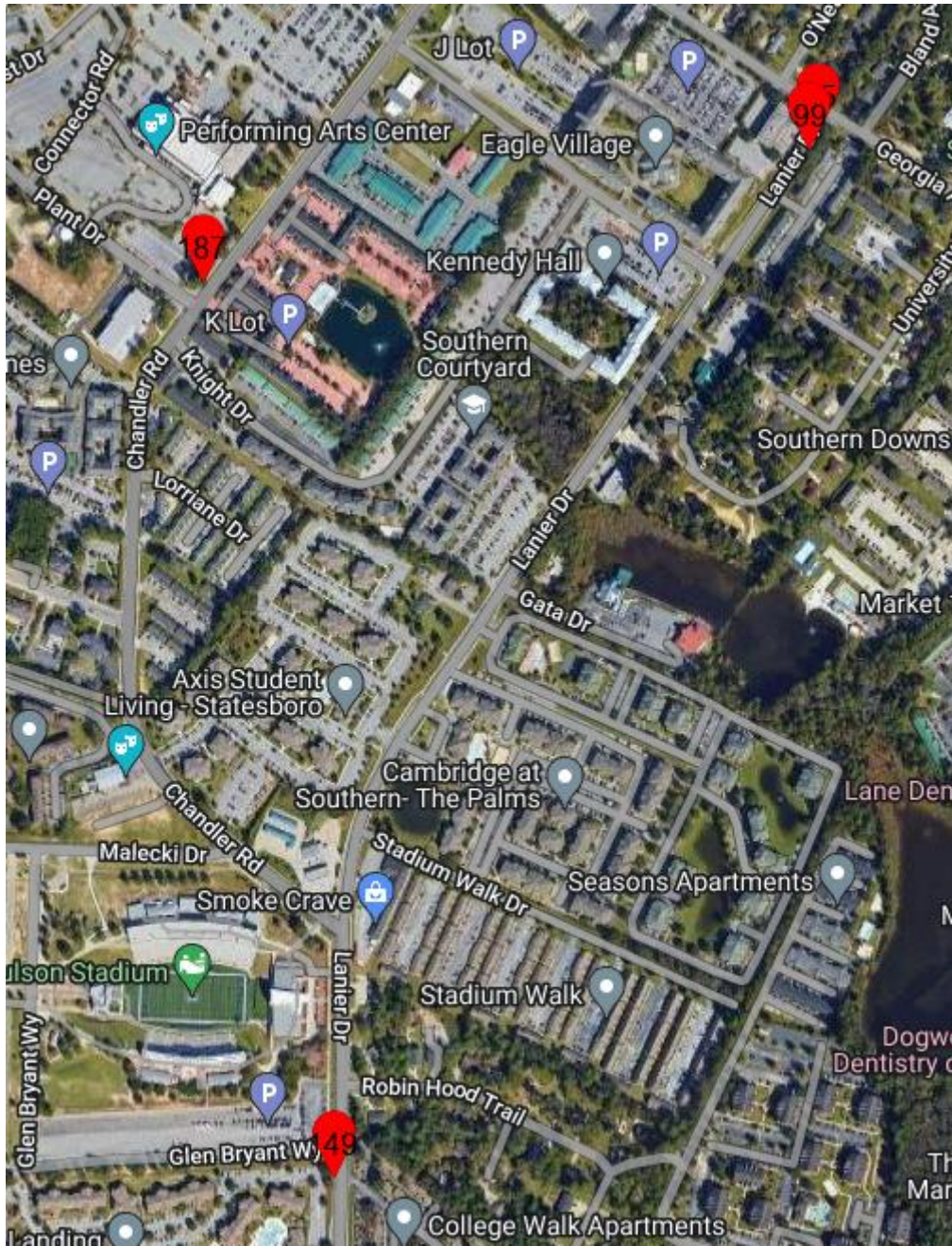
The map below shows the approximate location of the large vertical displacements identified in our survey.







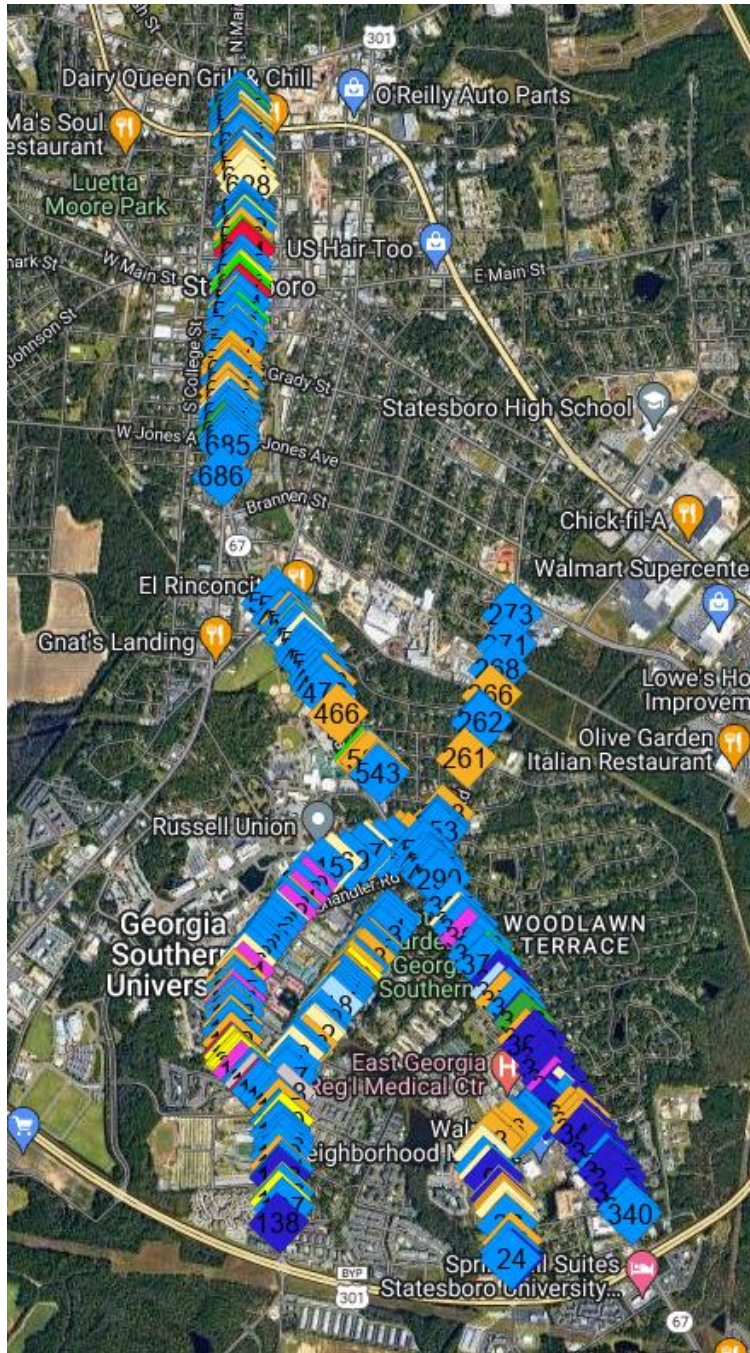


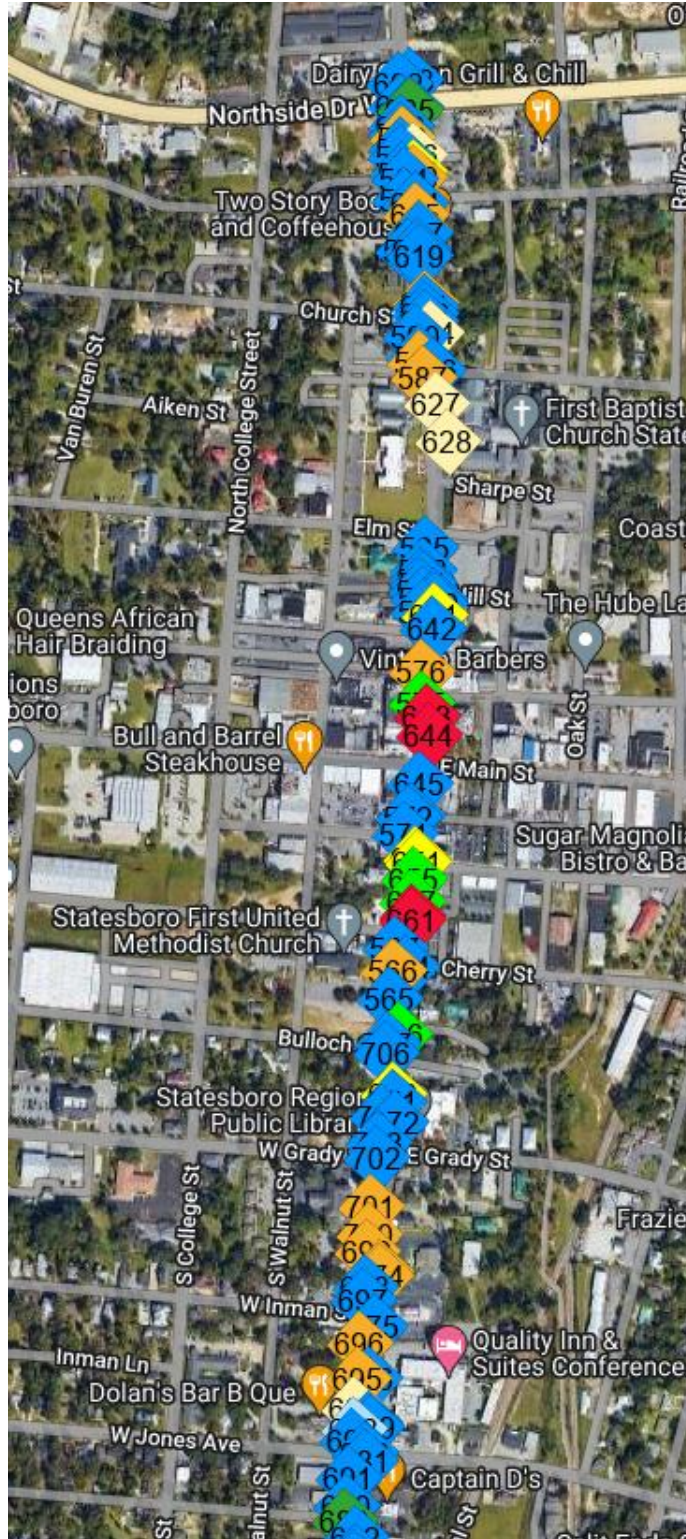


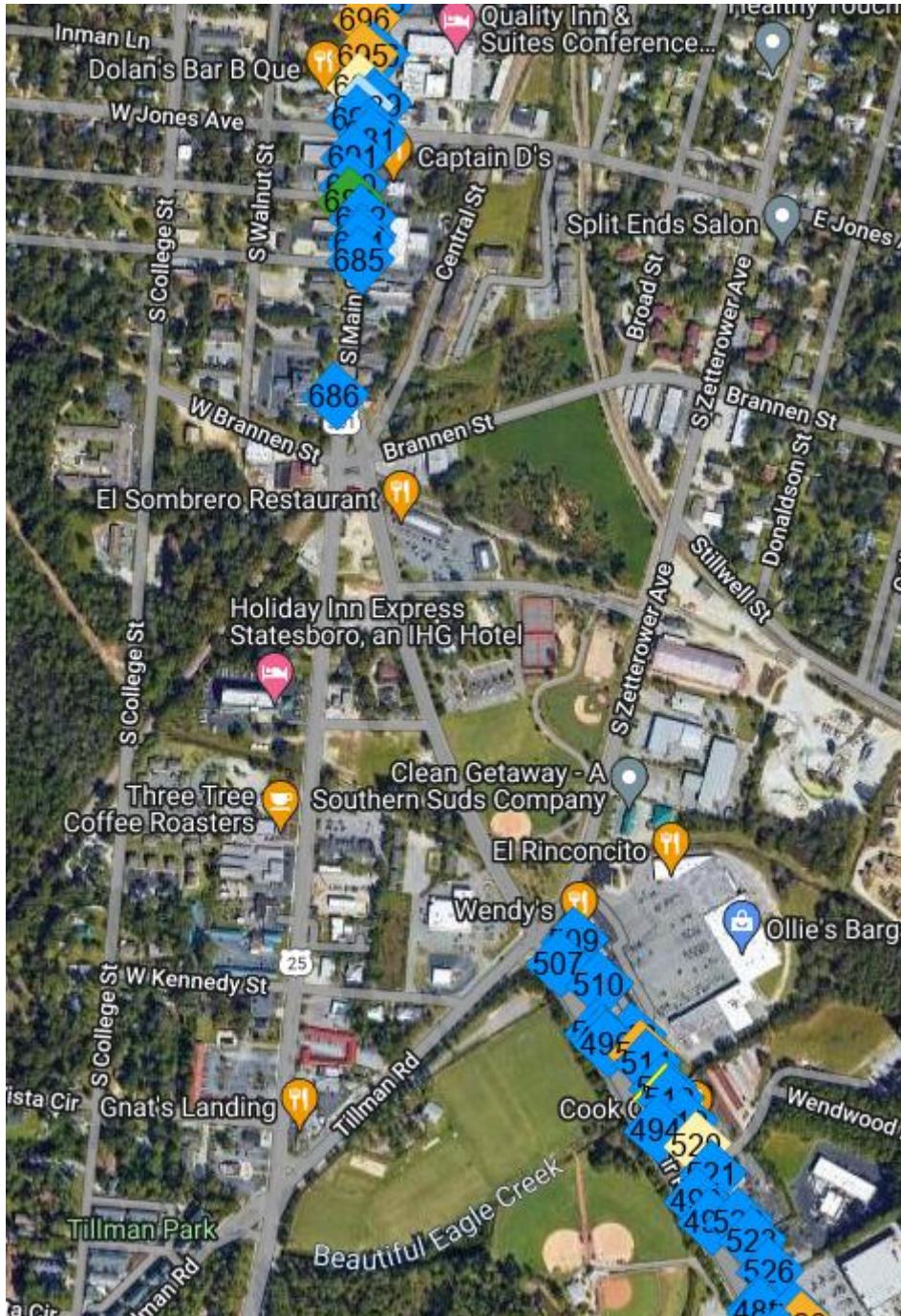


## Non-Cut Issues – Repair not Possible by Georgia Safe Sidewalks

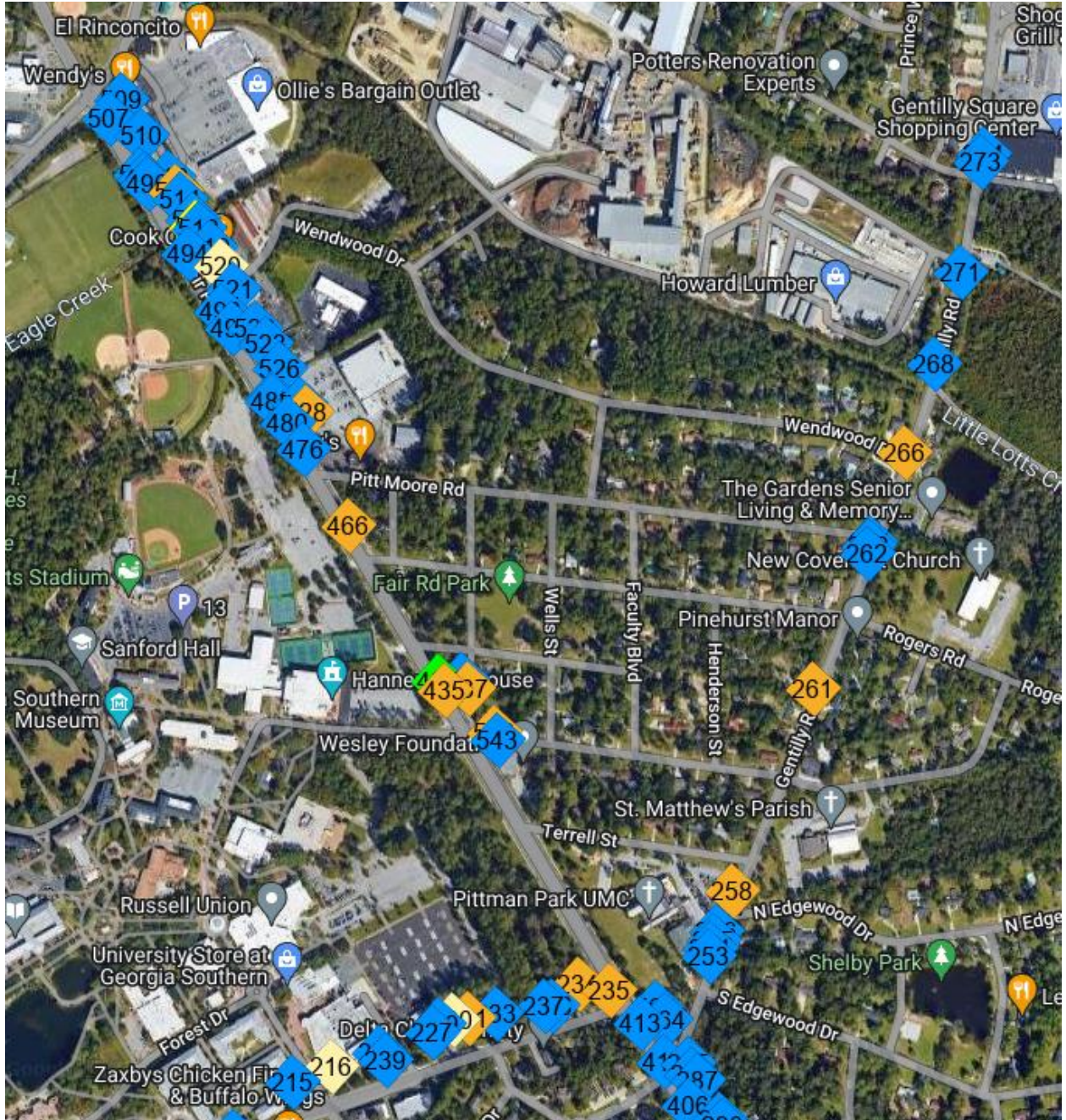
The maps below show areas identified in our survey where our repair process will not correct the issue. These areas need to be dealt with either by a concrete company, general contractor, or your in-house staff.

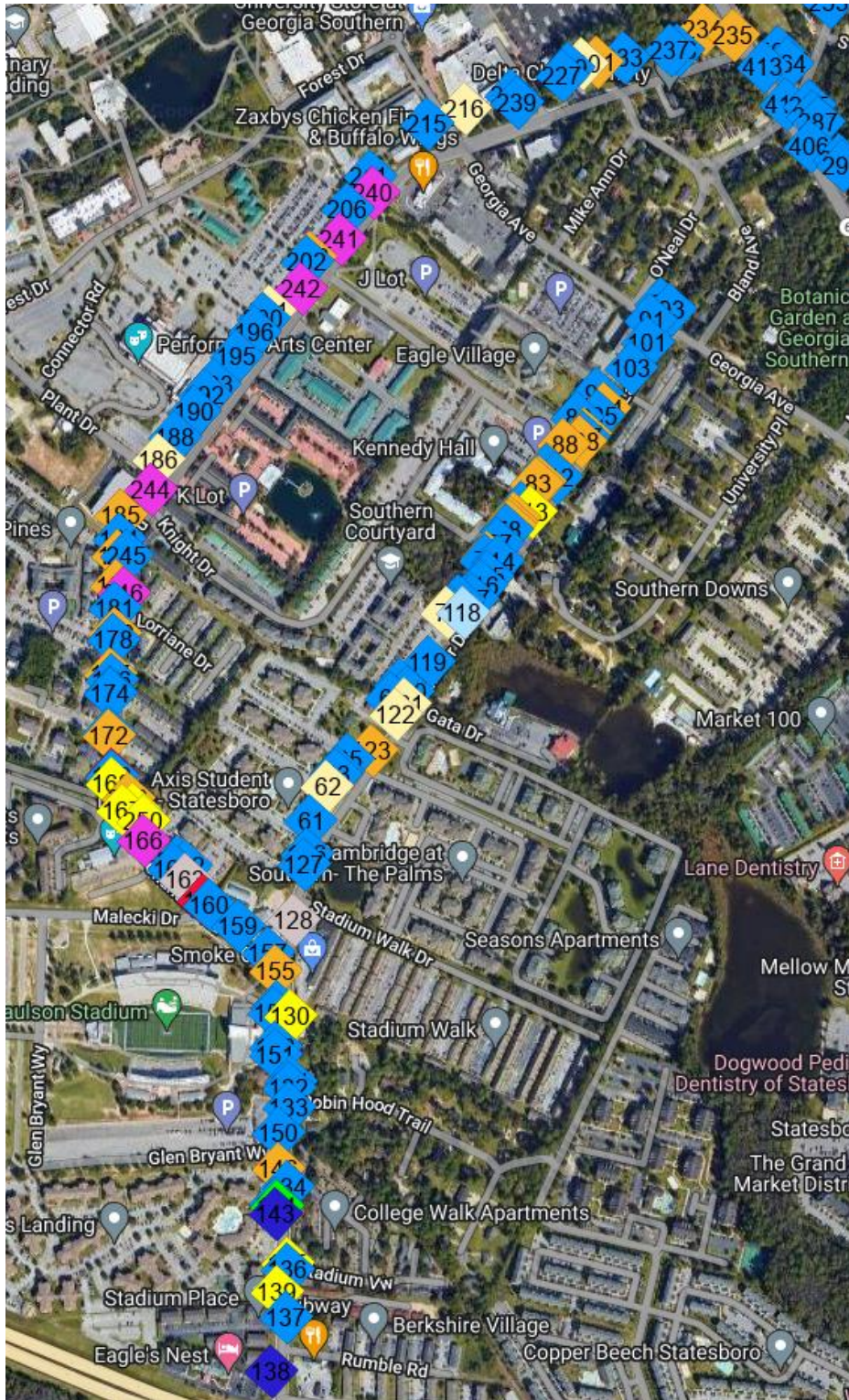


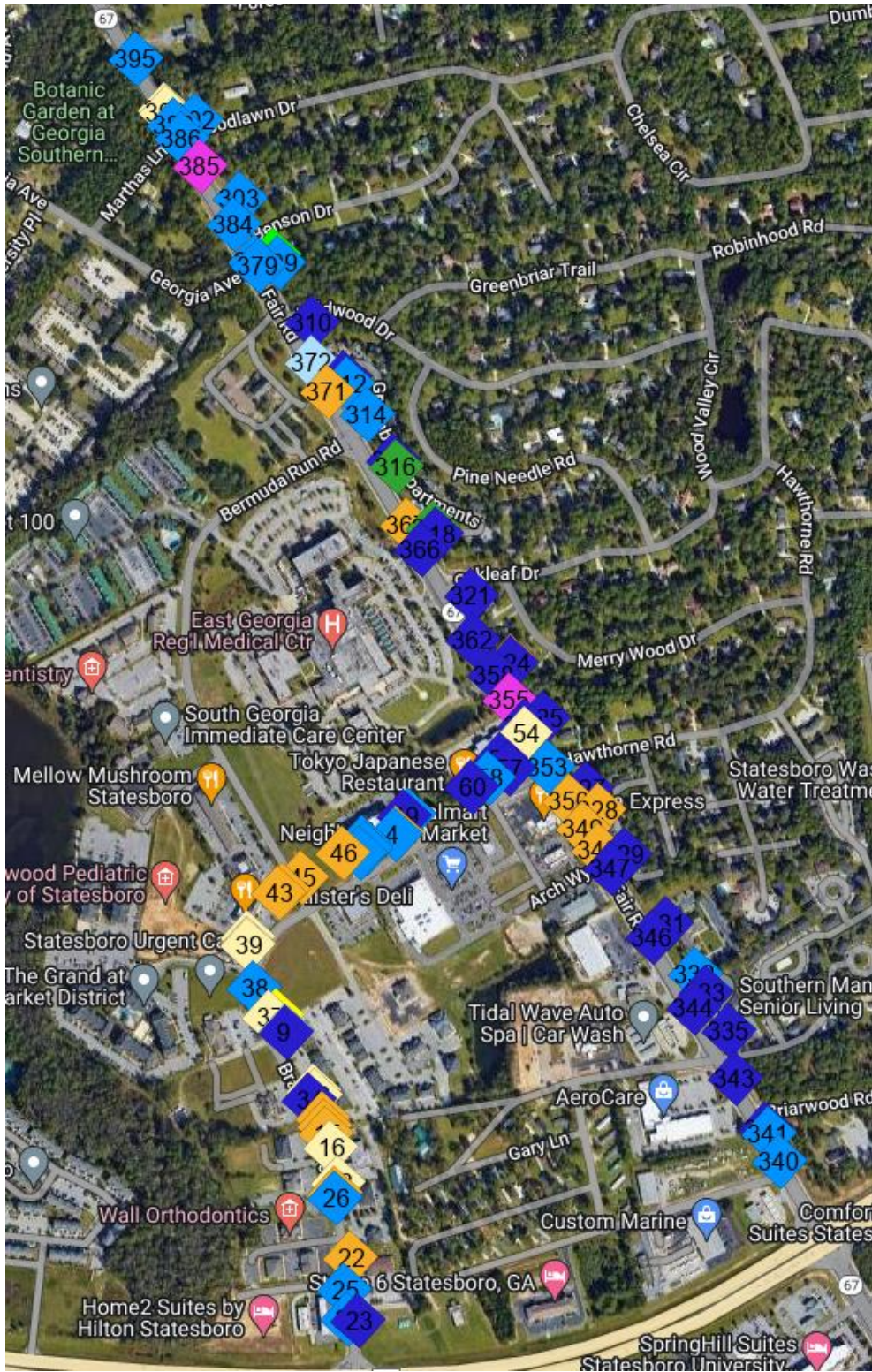














## Summary Table

The following table summarizes our survey and corresponds to the previous maps.

#	Description/Size	#	Description/Size	#	Description/Size
1	Small	237	Broken	473	Small
2	Small	238	Small	474	Small
3	Fill chipped joint	239	Broken	475	Small
4	Broken	240	Missing	476	Broken
5	Broken	241	Missing	477	Small
6	Broken	242	Missing	478	Small
7	Replace	243	Md - asphalt cut	479	Small
8	Uneven utility	244	Missing	480	Broken
9	Repl around basin	245	Broken	481	Medium
10	Small	246	Missing	482	Broken
11	Improve ADA ramp	247	Small	483	Broken
12	Improve ADA ramp	248	Fill chipped joint	484	Medium
13	Fill chipped joint	249	Replace at asphalt	485	Small
14	Fill chipped joint	250	Replace at asphalt	486	Medium
15	Fill chipped joint	251	Broken	487	Small
16	Improve ADA ramp	252	Broken	488	Small
17	Small	253	Broken	489	Small
18	Improve ADA ramp	254	Broken	490	Small
19	Medium	255	Broken	491	Small
20	Medium	256	Broken	492	Broken
21	Small	257	Small	493	Broken
22	Fill chipped joint	258	Fill chipped joint	494	Broken
23	Repl around basin	259	Small	495	Small
24	Broken	260	Large	496	Broken
25	Broken	261	Fill chipped joint	497	Broken
26	Broken	262	Broken	498	Medium
27	Fill chipped joint	263	Broken	499	Large
28	Sm - basin cut	264	Broken	500	Broken
29	Sm - basin cut	265	Small	501	Small
30	Sm - basin cut	266	Fill chipped joint	502	Medium
31	Small	267	Medium	503	Large
32	6 ft of curb	268	Broken	504	Medium
33	Medium	269	Small	505	Small



34	Repl around basin	270	Small	506	Small
35	Md - basin cut	271	Broken	507	Broken
36	Sm - basin cut	272	Small	508	Medium
37	Broken ADA ramp	273	Broken	509	Broken
38	Broken	274	Broken	510	Broken
39	Loose ADA pad	275	Medium	511	Small
40	Improve ADA ramp	276	Small	512	Broken
41	Improve ADA ramp	277	Small	513	Fill chipped joint
42	Medium	278	Small	514	Broken
43	Fill chipped joint	279	Small	515	Medium
44	Fill chipped joint	280	Small	516	Broken
45	Fill chipped joint	281	Small	517	Replace
46	Fill gap	282	Small	518	Broken
47	Broken	283	Small	519	Broken
48	Small	284	Small	520	Improve ADA ramp
49	Repl around basin	285	Broken	521	Broken
50	Broken	286	Broken	522	Broken
51	Small	287	Broken	523	Broken
52	Small	288	Small	524	Medium
53	Repl around basin	289	Broken	525	Large
54	Improve ADA ramp	290	Broken	526	Broken
55	Small	291	Medium	527	Broken
56	Small	292	Small	528	Fill chipped joint
57	Repl around basin	293	Large	529	Medium
58	Broken	294	Medium	530	Small
59	Small	295	Small	531	Small
60	Repl around basin	296	Small	532	Small
61	Broken	297	Small	533	Small
62	Improve ADA ramp	298	Medium	534	Small
63	Broken	299	Medium	535	Medium
64	Broken	300	Small	536	Broken
65	Broken	301	Small	537	Fill chipped joint
66	Broken	302	Broken	538	Small
67	Broken	303	Broken	539	Large
68	Small	304	Small	540	Medium
69	5 ft of curb	305	Small	541	Small
70	Improve ADA ramp	306	Medium	542	Fill chipped joint



71	Broken	307	Small	543	Broken
72	Broken	308	Too big	544	Small
73	Small	309	Broken	545	Small
74	Broken	310	Repl around basin	546	Small
75	Small	311	Repl around basin	547	Small
76	Fill chipped joint	312	Broken	548	Small
77	Broken	313	Small	549	Small
78	Broken	314	Broken	550	Small
79	Fill chipped joint	315	Repl around basin	551	Small
80	Fill chipped joint	316	Cut back shrubs	552	Medium
81	Fill chipped joint	317	Cut back shrubs	553	Medium
82	Broken	318	Repl around basin	554	Small
83	Fill chipped joint	319	Small	555	Small
84	Small	320	Small	556	Small
85	Fill chipped joint	321	Repl around basin	557	Small
86	Broken	322	Small	558	Medium
87	Fill chipped joint	323	Fill chipped joint	559	Small
88	Fill chipped joint	324	Repl around basin	560	Small
89	Broken	325	Repl around basin	561	Small
90	Broken	326	Small	562	Small
91	Broken	327	Repl around basin	563	Broken
92	Broken	328	Fill chipped joint	564	Broken
93	Broken	329	Repl around basin	565	Broken
94	Medium	330	Small	566	Fill chipped joint
95	Large	331	Repl around basin	567	Broken
96	Small	332	Broken	568	Medium
97	Small	333	Repl around basin	569	Sm - against brick
98	Medium	334	Medium	570	Md - against brick
99	Large	335	Repl around basin	571	Broken
100	Small	336	Small	572	Broken
101	Broken	337	Sm - basin cut	573	Broken
102	Medium	338	Sm - basin cut	574	Sm - against brick
103	Broken	339	Md - basin cut	575	Too big
104	Fill chipped joint	340	Broken	576	Fill chipped joint
105	Broken	341	Broken	577	Sm - against brick
106	Fill chipped joint	342	Repl around basin	578	Broken
107	Broken	343	Repl around basin	579	Broken



108	Fill chipped joint	344	Repl around basin	580	Broken
109	Small	345	Small	581	Broken
110	Medium	346	Repl around basin	582	Broken
111	Replace at asphalt	347	Repl around basin	583	Broken
112	Broken	348	Fill chipped joint	584	Small
113	Replace at asphalt	349	Fill chipped joint	585	Broken
114	Broken	350	Fill chipped joint	586	Small
115	Broken	351	Sm - basin cut	587	Fill chipped joint
116	Broken	352	Sm - basin cut	588	Fill chipped joint
117	Broken	353	Broken	589	Broken
118	Open utility	354	Repl around basin	590	Broken
119	Broken	355	Missing	591	Large
120	Broken	356	Small	592	Broken
121	Improve ADA ramp	357	Medium	593	Broken
122	Improve ADA ramp	358	Repl around basin	594	Broken
123	Fill chipped joint	359	Small	595	Broken
124	Medium	360	Small	596	Broken
125	Medium	361	Small	597	Broken
126	Broken	362	Repl around basin	598	Fill chipped joint
127	Broken	363	Small	599	Broken
128	Grind asphalt	364	Medium	600	Broken
129	Small	365	Medium	601	Broken
130	Replace apron	366	Repl around basin	602	Broken
131	Broken	367	Fill chipped joint	603	Broken
132	Broken	368	Small	604	Broken
133	Broken	369	Sm - basin cut	605	Cut back shrubs
134	Broken	370	Medium	606	Need ADA ramp
135	Replace apron	371	Fill chipped joint	607	Small
136	Broken	372	Uneven utility	608	Replace
137	Broken	373	Md - basin cut	609	Small
138	Repl around basin	374	Sm - basin cut	610	Fill chipped joint
139	Replace at asphalt	375	Sm - basin cut	611	Large
140	Sm - basin cut	376	Small	612	Medium
141	Md - basin cut	377	Small	613	Medium
142	Md - basin cut	378	Small	614	Broken
143	Repl around basin	379	Broken	615	Fill chipped joint
144	Too big	380	Small	616	Fill chipped joint



145	Broken	381	Broken	617	Broken
146	Fill chipped joint	382	Small	618	Broken
147	Small	383	Small	619	Broken
148	Medium	384	Broken	620	Fill chipped joint
149	Large	385	Missing	621	Broken
150	Broken	386	Broken	622	Broken
151	Broken	387	Small	623	Broken
152	Broken	388	Broken	624	Improve ADA ramp
153	Broken	389	Small	625	Small
154	Broken	390	Improve ADA ramp	626	Broken
155	Fill chipped joint	391	Improve ADA ramp	627	Need ADA ramp
156	Small	392	Small	628	Need ADA ramp
157	Broken	393	Medium	629	Small
158	Medium	394	Large	630	Medium
159	Broken	395	Broken	631	Medium
160	Broken	396	Medium	632	Medium
161	Broken	397	Small	633	Small
162	Reset pavers	398	Large	634	Large
163	Grind asphalt	399	Medium	635	Medium
164	Small	400	Medium	636	Medium
165	Broken	401	Medium	637	Small
166	Missing	402	Medium	638	Large
167	Replace apron	403	Medium	639	Broken
168	Replace at asphalt	404	Medium	640	Broken
169	Broken	405	Small	641	Replace
170	Reset pavers	406	Broken	642	Broken
171	Small	407	Medium	643	Reset pavers
172	Fill chipped joint	408	Medium	644	Reset pavers
173	Broken	409	Large	645	Broken
174	Broken	410	Broken	646	Small
175	Broken	411	Small	647	Small
176	Broken	412	Large	648	Sm - against brick
177	Fill chipped joint	413	Broken	649	Md - against brick
178	Broken	414	Small	650	Replace
179	Small	415	Large	651	Replace
180	Fill chipped joint	416	Small	652	Md - against brick
181	Broken	417	Small	653	Sm - against brick





182	Fill chipped joint	418	Small	654	Md - against brick
183	Fill chipped joint	419	Small	655	Too big
184	Broken	420	Small	656	Medium
185	Fill chipped joint	421	Small	657	Too big
186	Improve ADA ramp	422	Large	658	Md - against brick
187	Large	423	Large	659	Small
188	Broken	424	Small	660	Reset pavers
189	Medium	425	Large	661	Reset pavers
190	Broken	426	Small	662	Medium
191	Medium	427	Small	663	Medium
192	Broken	428	Small	664	Broken
193	Broken	429	Small	665	Medium
194	Medium	430	Small	666	Too big
195	Broken	431	Small	667	Small
196	Broken	432	Small	668	Medium
197	Small	433	Medium	669	Small
198	Medium	434	Medium	670	Replace
199	Small	435	Fill chipped joint	671	Broken
200	Broken	436	Small	672	Broken
201	Improve ADA ramp	437	Too big	673	Fill chipped joint
202	Broken	438	Small	674	Fill chipped joint
203	Fill chipped joint	439	Large	675	Broken
204	Small	440	Large	676	Broken
205	Medium	441	Small	677	Large
206	Broken	442	Large	678	Broken
207	Small	443	Medium	679	Broken
208	Medium	444	Small	680	Broken
209	Medium	445	Large	681	Broken
210	Medium	446	Medium	682	Broken
211	Broken	447	Large	683	Broken
212	Medium	448	Small	684	Broken
213	Small	449	Small	685	Broken
214	Medium	450	Small	686	Broken
215	Broken	451	Small	687	Small
216	Improve ADA ramp	452	Small	688	Fill chipped joint
217	Medium	453	Small	689	Cut back shrubs
218	Md - basin cut	454	Small	690	Broken

219	Medium	455	Small	691	Broken
220	Small	456	Medium	692	Broken
221	Small	457	Medium	693	Uneven utility
222	Medium	458	Medium	694	Improve ADA ramp
223	Medium	459	Small	695	Fill chipped joint
224	Small	460	Small	696	Fill chipped joint
225	Broken	461	Medium	697	Broken
226	Small	462	Small	698	Broken
227	Broken	463	Medium	699	Fill chipped joint
228	Medium	464	Large	700	Fill chipped joint
229	Broken	465	Medium	701	Fill chipped joint
230	Improve ADA ramp	466	Fill chipped joint	702	Broken
231	Fill gap	467	Large	703	Broken
232	Medium	468	Small	704	Broken
233	Broken	469	Medium	705	Small
234	Fill chipped joint	470	Small	706	Broken
235	Fill chipped joint	471	Medium	707	Broken
236	Broken	472	Small		



The photo to the left shows an example of a “basin cut” that is included in this repair offer. We will cut the catch basin cover where it is higher than the surrounding sidewalk to create a flush joint between the two surfaces. We will only make this type of repair if the displacement is 1” or smaller, and the position of the manhole allows us to cut an ADA compliant slope.



This next photo shows broken sidewalk that should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



The photo to the left shows sidewalk that should be replaced around a storm runoff catch basin. The position of the manhole does not allow us to make an ADA compliant cut, and the displacement is too big to allow cutting into the basin cover. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



This next photo shows an ADA ramp that should be improved or replaced to meet ADA design guidelines. In this example, a person in a wheelchair must enter the street to access the ramp. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



The photo to the left shows concrete chipped out of a joint creating a wide gap between panels. This joint should be filled. We do not provide this type of work because most of our customers can do it less expensively and just as well with their own staff and materials purchased locally. This is not included in this repair offer.



The photo to the left shows sidewalk that should be replaced at an asphalt crossing to create a flush joint between the two surfaces. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



This next photo shows an open/uneven utility. All utilities in the sidewalk should be flush with the walking surface. Because we are neither a utility nor general contractor, this is not an issue we can resolve. This is not included in this repair offer.



The photo to the left shows a large displacement of asphalt entering a crosswalk that should be ground down. Our process is not a good option for asphalt displacement this large. This is not included in this repair offer.



This next photo shows a driveway apron that should be replaced. It is extremely rough. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



The photo to the left shows a displacement that is too big to remove with our process. Our maximum height limit is 2". If we cut away the high concrete on this slab it will leave a slab that is too thin and likely to break. This sidewalk should be replaced with new concrete. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



The photo to the left shows uneven pavers that should be reset to create a flush walking surface. We do not provide this type of work. This is not included in this repair offer.



This next photo shows where sidewalk is missing. New sidewalk should be added to complete the walkway. Because we do not provide concrete construction services, this is not an issue we can resolve. This is not included in this repair offer.



# Competitive Analysis

## Versus Demolition & Replacement

Our biggest advantages over removal & replacement is cost and time.

Georgia Safe Sidewalks has 16 years of history removing vertical displacements for organizations throughout Georgia. Our average cost throughout our history to remove a vertical displacement is \$65 per repair. We usually perform a repair to a single sidewalk slab that is most commonly 5' wide x 5' long or 25 square feet of concrete. This places our average repair cost at \$2.60 per square foot.

Research and customer feedback shows that sidewalk removal and replacement costs run between \$20 and \$25 per square foot. Costs associated with removal and replacement include:

- ✦ Labor to demolish the old sidewalk, dispose of waste concrete, prepare site for new sidewalk, pour and finish the new concrete, and clean up the site including possible damage to surrounding utilities and landscaping.
- ✦ Large equipment usage such as trucks, tractors, trailers, compressors, etc.
- ✦ Disposal costs for waste concrete at landfills.
- ✦ Investments into a multitude of small tools used for demolition, site preparation, and concrete finishing.

This proposal represents an opportunity to improve pedestrian safety, compliance with ADA in regards to vertical displacements, and to reduce liability associated with trip and fall injuries.

**Estimated Concrete “not” Removed: 9,400 square feet**

**Estimated Savings: \$151,600**

## Additional Benefits over Demolition & Replacement

- ✦ Small crew means less disruption to the community during production.
- ✦ Small equipment means no risk of damage to property landscaping, irrigation systems, utilities, and personal property.
- ✦ No threat of vandalism to wet concrete.
- ✦ Faster production means less disruption to the community.
- ✦ Less concrete waste is produced meaning a smaller contribution to landfills, concrete waste is recycled.
- ✦ Small equipment means less greenhouse gas emissions into the environment.



## Versus Grinding & Scarifying

These photos are of typical grinds on sidewalks in Georgia.

The photos at right show the uneven, unprofessional appearance of sidewalk repair by a grinder or scarifier. It shows how the lower slab that didn't need repaired has been scarred and how the trip hazard at the edge of the sidewalk was not removed. They show how the grinder just knocked off the corner of the slab and left a trip hazard at least 1" high. In both instances any money spent on either repair, regardless of how little, was wasted because the repairs are not ADA compliant.



### Additional Benefits over Grinding

- ✚ Faster production. Our customers report that GASS removes as many trip hazards in a single day as a grinding company does in a week.
- ✚ GASS removes the entire trip hazard each and every time.
- ✚ GASS guarantees an ADA compliant repair.
- ✚ GASS is priced equal to or lower than grinding. Most grinding companies charge \$15-\$20 per linear foot. On 5' sidewalks repairing 25 square foot slabs this equates to a cost equal to \$3-\$4 per square foot.



### OSHA Certification

You need to be careful if you are doing your own grinding and asking employees to do this type of work. First, to grind a sidewalk you must utilize equipment that will minimize dust. The equipment being used must include dust abatement.

Second, your employee or contractor performing this work must be wearing the recommended safety gear to work in a dusty environment. Third, any employee of yours, or your vendor must be certified by a physician for permission to work while wearing this safety equipment. If you send an employee to rent a grinder to repair sidewalks without this certification, you are in violation of OSHA regulations and can be fined or held liable in future years for any health issues to that employee.

All employees at Georgia Safe Sidewalks have been physician certified and meet OSHA requirements.

***“Nobody that truly cares about the appearance of their property will allow anybody to tear up their sidewalks with a grinder.”***



**VERTICAL DISPLACEMENT REMOVAL AGREEMENT/AUTHORIZATION TO PROCEED**

**PART 1. GENERAL**

**Date:** This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**1.1 Contractor**

Georgia Safe Sidewalks  
PO Box 336  
Nicholson, GA 30565  
Office: 770-722-2534  
Email: [Todd@GASafeSidewalks.com](mailto:Todd@GASafeSidewalks.com)  
Contractor's Representative: Todd Fulk

**1.2 Client** (herein called "Client") \_\_\_\_\_

Project Address Location:

\_\_\_\_\_  
\_\_\_\_\_

On Site Contact Phone: \_\_\_\_\_

On Site Contact Email: \_\_\_\_\_

**1.3 Project.** Removal of sidewalk vertical displacements at various locations within the area as defined by the Georgia Safe Sidewalks Proposal dated \_\_\_\_\_. Method shall involve horizontal saw-cutting of vertical displacements from area defined in proposal.

**PART 2. SCOPE OF WORK**

**2.1 Generally.**

A. Georgia Safe Sidewalks shall furnish all labor, materials, equipment, insurance, permits, fees, and all other charges, expenses or assessments of whatever kind or character to complete the Project, consisting of horizontal saw-cutting, removing and disposing of concrete sidewalk vertical displacements designated in the Proposal as set forth in the Georgia Safe Sidewalk Proposal dated \_\_\_\_\_. All concrete shall be disposed of as required by law.



**PART 3. PAYMENT/AUTHORIZATION**

**3.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Proposal, plus the cost of all insurance, permits, fees, and all charges, expenses or assessment of whatever kind of character.
- B. The Client shall pay the Contractor the amount not to exceed \$\_\_\_\_\_ total for all concrete cut, removed and disposed of set forth on the Proposal. Total amount is due within 15 days of each invoice submittal by Vendor.
- C. Other terms: N/A

**3.2 LEGAL**

- A. **Authorization.** By signing below, I attest that I am the legal representative for the property in question and have read and understand completely the contents of this agreement. By my signature and authorization, Georgia Safe Sidewalks is approved to schedule the work and complete it according to the agreed upon schedule.
- B. Acceptance of this contract/proposal in no way transfers ownership of clients sidewalks or responsibility for maintenance to Georgia Safe Sidewalks.

IN WITNESS WHEREOF, the parties have entered into this agreement on the day and year set out at the top of this agreement.

**Client:** \_\_\_\_\_

By: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Printed Name

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

**Georgia Safe Sidewalks**

By: \_\_\_\_\_  
Signature & Title

\_\_\_\_\_  
Printed Name

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