



February 15, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 01-27-2022 Work Session Minutes
 - b) 02-01-2022 Council Minutes
 - c) 02-01-2022 Executive Session Minutes
 - B) Consideration of a motion to surplus and dispose of a Public Utilities vehicle in accordance with City Purchasing Policy.
5. Consideration of a motion to approve the Downtown Master Plan as amended for the City of Statesboro, Georgia.
6. Consideration of a motion to approve a Memorandum of Understanding between the City of Statesboro and Whitesville Community Resource and Development Organization, Inc. (WCRDO) setting out terms for conveyance of real property commonly known as Whitesville Community Park from WRCDO to City in order for City to maintain the real property as a park.
7. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):
 - A. New Stateboro Investment DBA Sparker
3348 Northside Dr W
Statesboro, Ga 30458
License Type: Package Sales: Beer and Wine and Sunday Sales
 - B. Phenomenal Memories
6 Carver St
Statesboro, Ga 30458
License Type: Event Venue
8. Public Hearing and Consideration of a Motion to Approve:
 - A. **APPLICATION V 22-01-01**: Mary Beth Brown requests a Variance from Article XV, Section 1508 of the Statesboro Zoning Ordinance in order to place a roof sign of the building located at 239 South Main Street.
 - B. **APPLICATION V 22-01-02**: Mary Beth Brown requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place a sign exceeding the allowed square footage for a building sign at 239 South Main Street.

9. Public Hearing and Consideration of a Motion to Approve:

A. **APPLICATION V 22-01-03**: Rael Development Corporation requests a variance from Article XIV, Section 1402 of the Statesboro Zoning Ordinance in order to apply for a PUD (Planned Unit Development) at 1 University Place.

B. **APPLICATION RZ 22-01-04**: Rael Development Corporation requests a Zoning Map Amendment in order to establish a PUD (Planned Unit Development) at 1 University Place.

10. Consideration of a motion to approve **Resolution 2022-03**: A Resolution reclassifying the position of Senior Planner in the Planning and Development Department to a Planning and Housing Administrator.

11. Consideration of a motion to approve **Resolution 2022-04**: A Resolution approving application for the 2022 State Farm Neighborhood Assist Grant.

12. Consideration of a motion to approve **Resolution 2022-05**: A Resolution requesting approval to apply for Assistance to Firefighters – Fire Prevention and Safety Grant for the City of Statesboro, Georgia.

13. Consideration of a motion to award a contract to Everside Health for an onsite employee health clinic in the amount of \$286,123.00.

14. Consideration of a motion to award a contract to Freese and Nichols, Inc. to perform engineering design and permitting services in the amount of \$2,650,450.00 for the Creek on the Blue Mile project.

15. Second reading and consideration of a motion to approve Ordinance 2022-01: an Ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of Package Stores.

16. Other Business from City Council

17. City Managers Comments

18. Public Comments (General)

19. 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)

20. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
JANUARY 27, 2022

Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

4:00 PM

A Work Session of the Statesboro City Council was held on January 27, 2022 at 4:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar, Council Members: Phil Boyum, Paulette Chavers, Venus Mack via Zoom, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

1. Package Store Ordinance

City Manager Charles Penny led the discussion of the ordinance for package sales and the administrative process. The question as to restricting the number of stores instead of basing it on population just set a limit across the board. Council's role in the issuance of a license is based on considerations that include reputation of persons associated with the business, any previous violations of alcoholic beverage laws, the manner of conduct of prior alcoholic beverage business, the location of the store, the number of licenses in the trading area, any previous denial or revocation of a license at the location, prior incidents at the location, compliance with all matters bearing upon the conduct of any business venture, the type and number of schools, colleges, religious institutions, libraries, and public recreation areas or other circumstances in the vicinity of the premise. At the work session on December 21, 2021 the following directives were given to the following, no limit on the number of licenses, no mandate as to square footage or inventory, no increase in proximity between licensed establishments beyond the 500 yards regulated by the state, limit zoning districts to HOC, CR, and CBD, follow state regulation on products available for sale, limit hours of operation from 8:00 am to 10:00 pm Monday thru Saturday, no restriction to limit to freestanding, and the lottery issue is rendered moot in ableness of license limitation.

The application process for a package store would be for a reservation license and includes a completed application with all required attachments and a \$200 application fee. A background check will be completed on applicant and zoning requirements will have to be met. Because proximity is involved the reservation license would give the investor/business owner a stake to the location of the package store. Once the applicant has gone through the review process the application will be brought before council for a public hearing and consideration. If approved the applicant will have 180 days to be under substantial construction at the reserved location, failure to do so will result in forfeiture of the license. In addition the building will need to be completed within 12 months of approval. If extenuating circumstances make cause for the building to not be completed within the 12 month period the applicant can make a request to the City Manager for an extension of up to 180 days to complete the work.

Council discussion included whether or not to limit the number of licenses allowed, items for sale in package stores, proximity requirements from college campuses and between package stores, square footage requirements, and inventory requirements.

Directive was given to remove lottery sales and check cashing services from being allowed in package stores, include a 3,000 square footage minimum, a 1,000 yard proximity between package stores, and include the process for a reservation license application.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
FEBRUARY 1, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Phil Boyum gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

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

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

3. Recognitions/Public Presentations:

A) Presentation of a Proclamation recognizing February 18th, 2022 as Arbor Day.

Mayor Jonathan McCollar read and presented the Proclamation recognizing February 18th 2022 as Arbor Day to Wesley Parker Chairman of the Tree Board.

B) Presentation of a flag by the Georgia Forestry Commission recognizing the City's participation in the Tree City USA program.

Robert Seamans with the Georgia Forestry Commission presented to Mayor and Council along with the Tree Board a flag for the City's participation in the Tree City USA program.

C) Presentation by Richard Deal with Lanier, Deal, and Proctor on how the City financially ended Fiscal Year 2021.

Richard Deal with Lanier, Deal, and Proctor presented to Mayor and Council the highlights from the Fiscal Year 2021 audit they performed for the City of Statesboro.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 01-18-2022 Work Session Minutes**
- b) 01-18-2022 Council Minutes**
- c) 01-18-2022 Executive Session Minutes**

B) Consideration of a motion to approve the City of Statesboro Fiscal Year 2021 audit.

A motion was made to approve the consent agenda.

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

6. Public Hearing and Consideration of a motion to approve the first reading of Ordinance 2022-01: An ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of Package Sales.

A Motion was made to open the public hearing.

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

Al Chapman spoke in favor of the request stating the college campus proximity provision should be removed.
Kristina Patterson spoke in favor of the request specifically to letter “g” use of excise tax proceeds.
No one spoke against the request.

A motion was made to close the public hearing.

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

There was Council discussion regarding letter “g” use of excise tax proceeds as to whether it should remain or be removed. Discussion also included the proximity requirements to college campuses being reduced from 200 yards to 100 yards or removed altogether.

A motion was made to approve the first reading of Ordinance 2022-01 with the removal of letter “g” uses of excise tax proceeds.

RESULT:	Motion failed due to the lack of a second
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember
AYES:	
ABSENT	

A motion was made to approve the first reading of Ordinance 2022-01 with the removal of the 200 yard proximity requirement to college campuses.

RESULT:	Approved 4-1
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Chavers, Mack, Riggs, Barr
ABSENT	

7. Consideration of a motion to approve the Downtown Master Plan for the City of Statesboro Georgia.

A motion was made to table this item until the second meeting in February.

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

8. Other Business from City Council: None

9. City Managers Comments

City Manager Charles Penny stated that the City previously partnered with Feed the Boro to conduct food drops in January 2021 to help mitigate the effects of COVID-19 and presented to Mayor and Council for their consideration a Memorandum of Understanding between the City and Feed the Boro for five food drops in 2022.

A motion was made to approve a Memorandum of Understanding with Feed the Boro to allocate ARPA funding in the amount of \$7,500 for five food drops.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Riggs, Barr
ABSENT	Councilmember Venus Mack let the meeting briefly

Mr. Penny stated that the last vaccine clinic held on January 29th vaccinated 66 individuals with 57 of those individuals receiving a \$50 gift card. That leaves us with 43 remaining.

He also announced the Mayor's State of the City Address will be held on February 22, 2022 at 7:00 pm in the Statesboro High School's auditorium.

10. Public Comments (General): None

11. Consideration of a Motion to enter into Executive Session to discuss "Potential Litigation" in accordance with O.C.G.A. 50-14-3(b).

At 10:23 am a motion was made to enter into executive session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Chavers, Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum left the meeting briefly

At 10:34 am a motion was made to exit executive session.

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

Mayor Jonathan McCollar called the meeting back to order with no action taken.

12. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 10:34 am.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Mr. Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 2-8-2022

RE: Surplus and Disposition Asset

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

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

- a) 2003 F-150 Ford Truck (Serial # (2ftrx17w24ca29145))

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

Budget Impact: Small increase from sale of items.

Council Person and District: N/A

Attachments: None

Georgia Municipal Association City of Excellence

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

CITY OF STATESBORO

COUNCIL

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



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

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

February 7, 2022

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: February 15, 2022 City Council Agenda Item

Policy Issue: Proposed Downtown Master Plan

Background: In December of 2020, the City contracted with the firm of TSW from Atlanta, Ga to develop an updated Downtown Master Plan for the City. As part of this initiative, analytical studies were also undertaken to examine both the housing and commercial real estate markets and to use them as the basis for the Plan's findings.

At the January 18, 2022 City Council Workshop Meeting, a draft of the Downtown Master Plan was presented to the City Council for review.

The final draft of the Master Plan was presented to the City Council for adoption on February 1, 2022. It was requested at this meeting that selected amendments be made and to subsequently move it for reconsideration at the February 15th meeting.

Recommendation: Staff recommends approval of the proposed Downtown Master Plan as amended

Budget Impact: None

Council Person and District: All

Attachments: Proposed amendments and the respective pages on which they appear; and complete Downtown Master Plan with amendments

Proposed Amendments
To
Downtown Master Plan

Page 11: A new third paragraph was added: “Midrise residential development could also be a possibility for this site if land on additional blocks were assembled.”

Page 12: Heading changed to: “Midrise Development”;

verbiage added to the second paragraph as follows: While primary academic functions and university housing will remain on the main campus, privately developed housing and mixed-use, “mid-rise” development could attract graduate students, faculty, and other young professionals to downtown, as well as providing amenities to draw more students to the area. “Housing could also provide an environment attractive to seniors and empty nesters.”

Page 17: The following language was added to the third paragraph: “self-guided walking tours”

Note: All proposed amendments shown in “red”.

DOWNTOWN STATESBORO MASTER PLAN



PREPARED BY TSW FOR THE CITY OF STATESBORO

DRAFT FEBRUARY 7, 2022



Image courtesy Downtown
Statesboro Development Authority

CITY LEADERSHIP

Jonathan McCollar, Mayor
Shari Barr, Mayor Pro Tem
Phil Boyum, Council Member District 1
Paulette Chavers, Council Member District 2
Venus Mack, Council Member District 3
John Riggs, Council Member District 4

Charles Penny, City Manager
Jason Boyles, Assistant City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

PLANNING TEAM

Kathleen Field, Statesboro Director of Planning & Devt.
Justin Williams, City of Statesboro Senior Planner
Elizabeth Burns, City of Statesboro City Planner
Allen Muldrew, Downtown Statesboro Development Authority

Bill Tunnell, TSW
Woody Giles, TSW
Tiffany Moo-Young, TSW
David Laube, Noell Consulting
Steven West, Noell Consulting

The citizens of Statesboro who contributed
their time and ideas to the process!



STATESBORO
BLUE MILE

RIGHT LANE
MUST
TURN RIGHT

STATESBORO BLUE MILE
CITY OF STATESBORO, GA
The Blue Mile is a scenic route through the heart of Statesboro, Georgia. It is a 1.5-mile stretch of road that runs from the intersection of Highway 17 and Highway 16 to the intersection of Highway 17 and Highway 15. The route is known for its beautiful views of the city and its surrounding area. The Blue Mile is a popular destination for tourists and locals alike. It is a great place to enjoy a drive, a walk, or a bike ride. The Blue Mile is a great way to see the city and its surrounding area. It is a beautiful route that is well worth the drive.

01

MASTER PLAN

Big Ideas for the Future of Downtown

7

02

PLANNING CONTEXT

Public Input, Challenges & Opportunities,
and Real Estate Market Summary

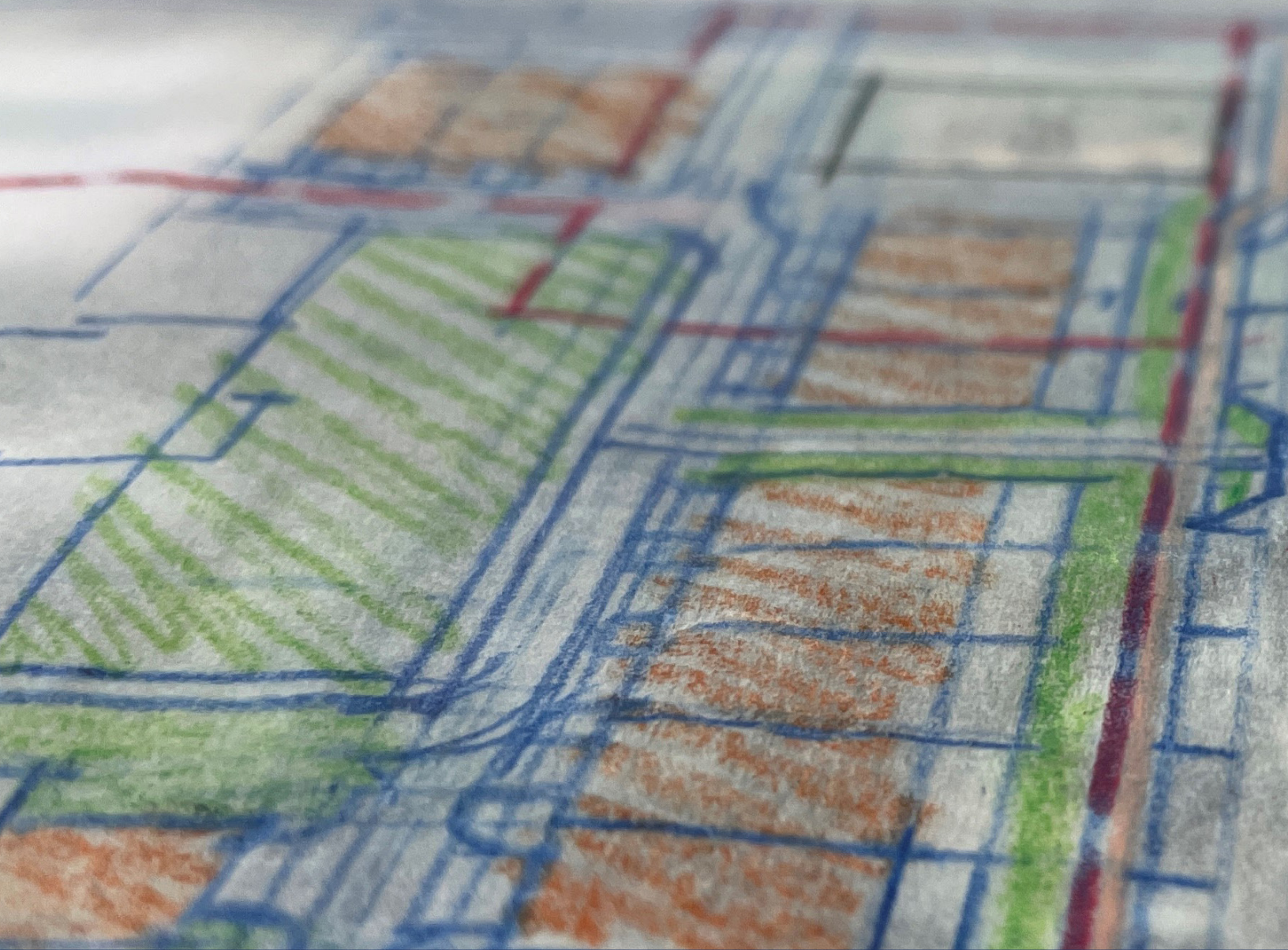
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03

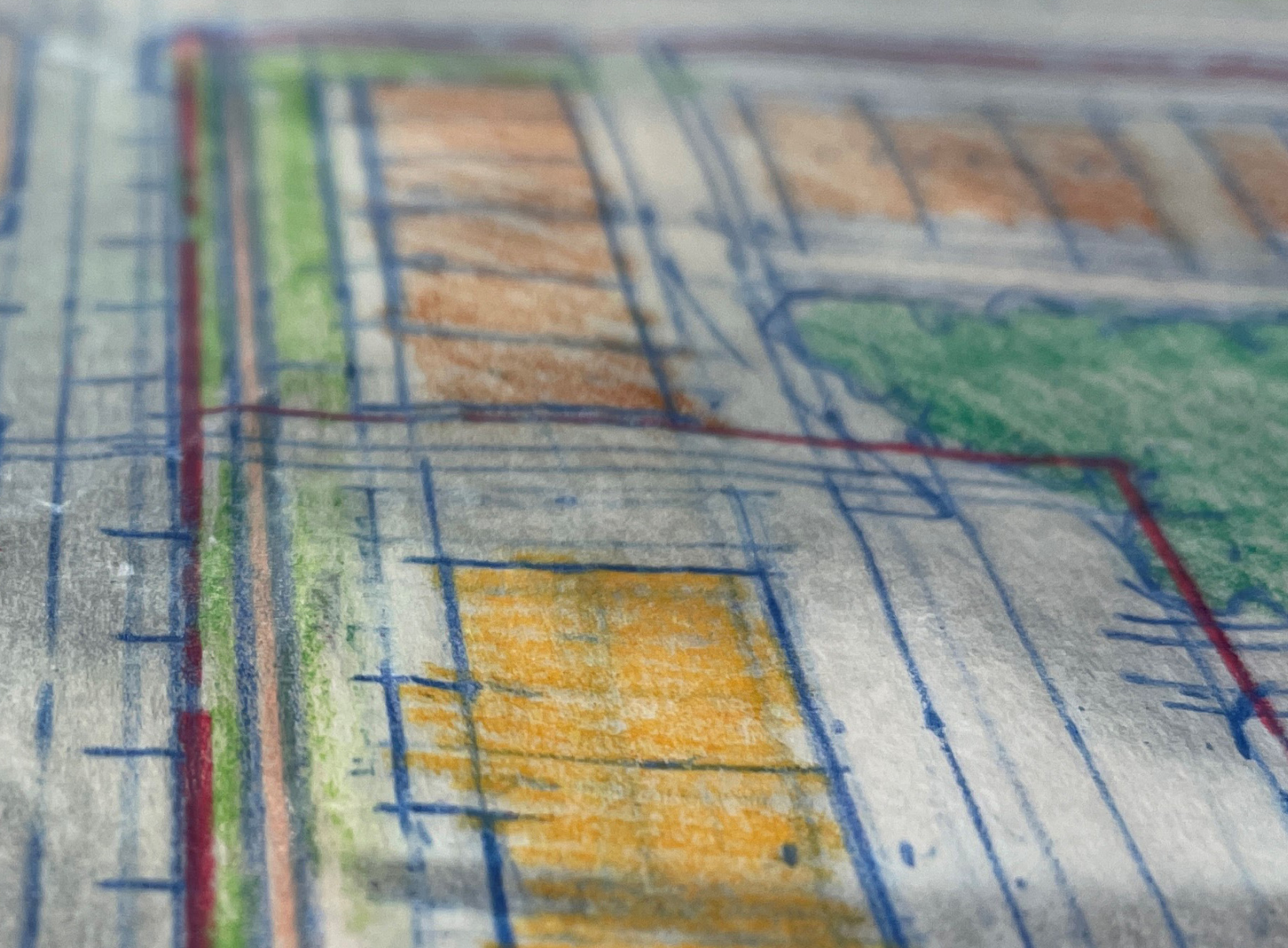
ACTION PLAN

Partnerships, Interim & Long Term Actions

37



01



MASTER PLAN

Big Ideas for the Future of Downtown

OVERVIEW

The foundation for this Master Plan has been laid by previous plans commissioned in recent years by the City of Statesboro (see page 35). Rather than re-capping these plan conclusions, this document presents recommendations for how Downtown Statesboro can realize its vision through specific targeted improvements, and summarizes strategies for how to implement that vision.

This Master Plan may be thought of as the weaving together of multiple initiatives that, together, present an organizing framework for where, how, and when improvements should occur. Several very promising threads of this downtown fabric are already underway—the Blue Mile, the West District, Georgia Southern’s City Campus, planned South Main Street improvements, and the Blind Willie McTell Trail, among others.

The plan is based on community input (see page 28), conversations with key property owners, public officials, and other decision makers; and a market study (see page 34).

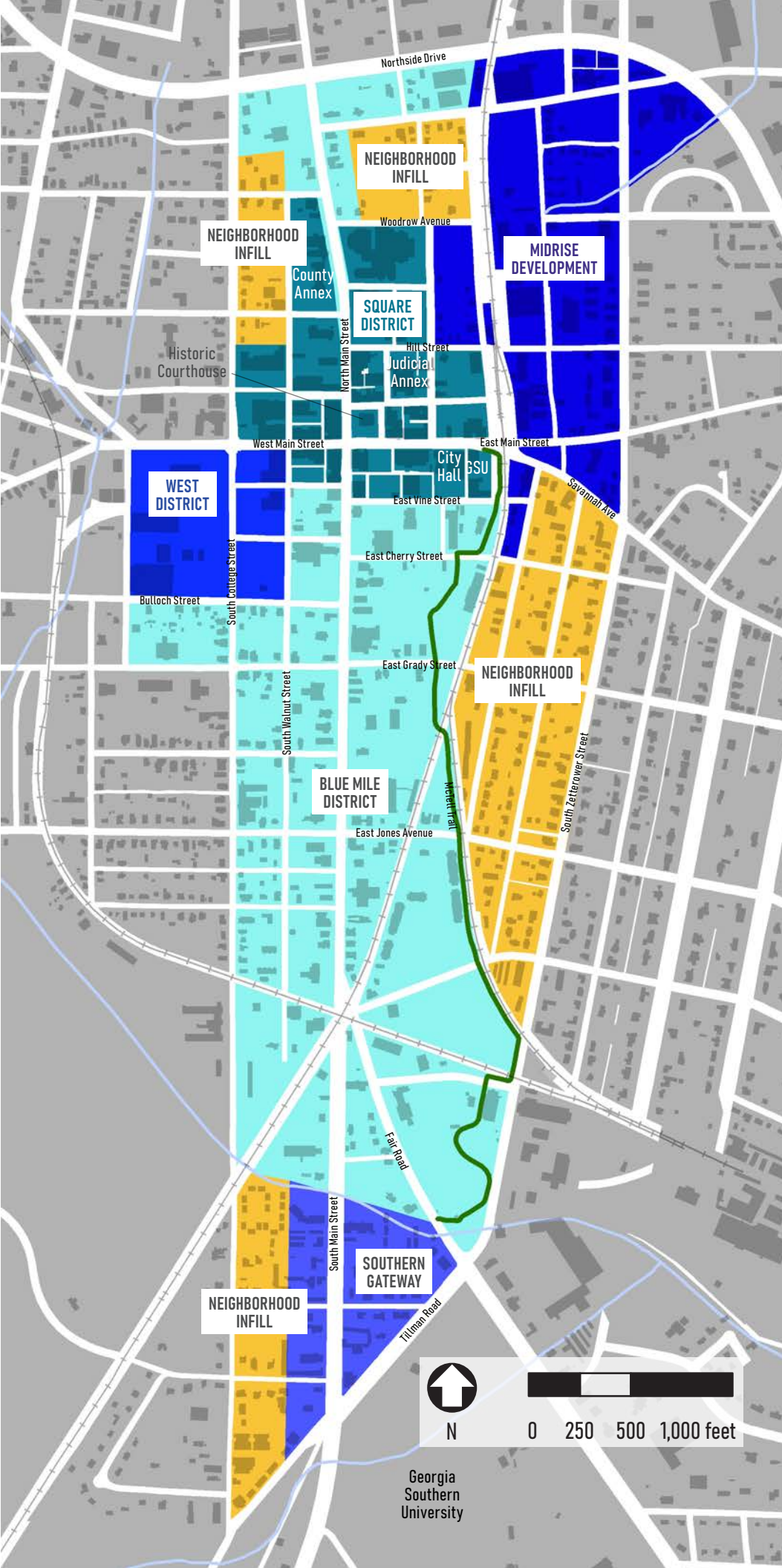
15 BIG IDEAS

Many steps will need to be taken to bring the vision for downtown to fruition, but Downtown Statesboro’s top priority objectives are organized on the following pages under 15 Big Ideas. These show the more important actions that will help make downtown a vibrant attraction for everyone. Unlike some downtowns, Statesboro does not have a single anchor, and so must use a diverse strategy to revitalize and attract investment.

Several of the Big Ideas include more detailed potential development scenarios for several catalytic sites. These “what if” scenarios are intended as examples of what might be possible, and do not necessarily represent property owner intentions.



Image courtesy Downtown Statesboro Development Authority



DOWNTOWN DISTRICTS

This map shows the overarching concept that Statesboro's future downtown should be thought of as having distinct districts.

The Square District

Centered on the historic courthouse, this district should continue to be the main walkable mixed-use center, with important institutional anchors and diverse shopping and dining options.

The Blue Mile

The central spine of downtown should be the focus for a broad variety of infill development that increases pedestrian activity and helps connect the Square to the University.

Midrise Development

This hub, oriented to GSU's City Campus and the McTell Trail, should redevelop industrial properties as housing and support uses (see page 12).

The West District

This area is anchored by a private development and should cater to growing demand for an updated live/work/play environment.

Southern Gateway

The entrance into downtown should create a sense of arrival and welcome (see page 23).

Neighborhood Infill

A mix of appropriate renovations and new construction can add more residents (see page 10).

01



INFILL & REHABILITATED HOUSING

A key ingredient of successful downtowns is in-town housing appealing to a range of resident profiles and incomes. Currently, Statesboro has very few residential options fitting that description.

There are many properties throughout downtown where such housing could be added in small increments, using a variety of building types that integrate with the downtown fabric, as is already occurring in some places. This kind of infill can take several forms.

- New single-family houses compatible with existing historic houses
- Accessory dwelling units such as garage apartments or in-law suites
- Duplexes, quadruplexes, and other small apartment buildings
- Townhouses (attached row houses)
- Groups of cottages organized around small green spaces

There are also many homes in downtown that are in need of repair. Improvements to these homes should occur in a way that allows existing residents to stay in order to preserve the neighborhood social fabric.



CATALYTIC DEVELOPMENT SITE

This conceptual plan example shows one potential infill housing site, consisting of two existing downtown blocks. This plan illustrates how valuable historic buildings can be retained, with the remaining block perimeters occupied by a mix of townhomes and small apartment buildings, both with front stoops or porches. Parking lots are located to the rear so as to not be visible from the street, while new sidewalks and street trees improve the sidewalk experience.

The goal of this plan is to increase residential density, at a scale that respects existing buildings, to help create a critical mass of residents that will support downtown businesses, events, and create more activity on the street.

Midrise residential development could also be a possibility for this site if land on additional blocks were assembled.



This plan represents one possibility for redevelopment and is for illustrative purposes only. This plan assumes that any future development will occur when willing property owners and developers cooperate with the City of Statesboro and other local partners. It is also assumed that development would occur in phases.



MIDRISE DEVELOPMENT

Georgia Southern has, in recent years, created an expanding presence in downtown Statesboro. The City Campus, with its Small Business Development Center, Bureau of Business Research and Economic Development, and the Center for Entrepreneurial Learning and Leadership, is evidence of that commitment. Proposed expansions of these facilities will provide meeting space and other community amenities.

While primary academic functions and university housing will remain on the main campus, privately developed housing and mixed-use, midrise development could attract graduate students, faculty, and other young professionals to downtown, as well as providing amenities to draw more students to the area. Housing could also provide an environment attractive to seniors and empty nesters.

The area along the railroad east of the Square is ripe for this kind of growth. The McTell Trail, which connects downtown with Georgia Southern's campus, is already home to the City Campus and Eagle Creek Brewing Company, both important assets for college living. Several acres of under-utilized land east of the rail line, some of which is city-owned, is a natural fit for what could be a transformational expansion of City Campus and a northward extension of the Trail.

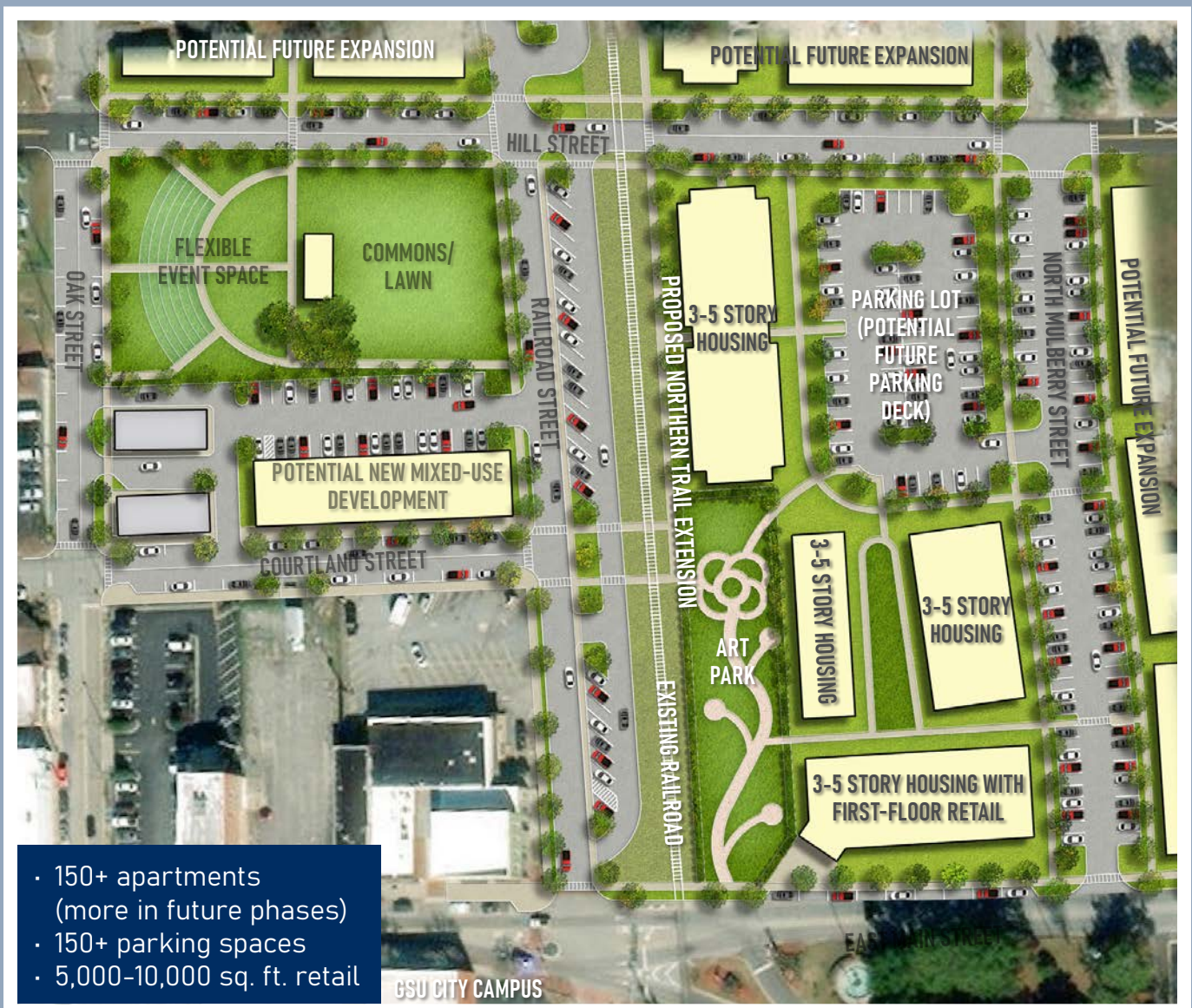


CATALYTIC DEVELOPMENT SITE

This conceptual plan shows one possible configuration for a mixed-use development with housing for young professionals. The development's frontage on East Main Street could include student-oriented retail. This block and adjacent blocks could provide a significant quantity of housing that could provide a much-needed resident base to support activity downtown.

This concept also shows the opportunity to take an adjacent block and create a public park with a small event space. This site may have environmental contamination and so would not be a prime site for development, but could be remediated to serve as public space (see page 22). This would also serve as an amenity for the residential development and nearby residents.

Further expansion of this residential fabric could extend to the east, across North Mulberry Street, or to the north across Hill Street, onto surrounding vacant or low-value industrial sites.



This plan represents one possibility for redevelopment and is for illustrative purposes only. This plan assumes that any future development will occur when willing property owners and developers cooperate with the City of Statesboro and other local partners. It is also assumed that development would occur in phases.

03



DOWNTOWN COMMONS

Downtown currently boasts a number of event venues, including The Averitt Center for the Arts and several streets and outdoor spaces that provide green space and accommodate a range of gatherings. However, there is a possibility for a larger flexible outdoor space that could be both a park amenity and event venue.

An ideal location for this use is the block shown on the previous page. This location not only reinforces the Square as a destination, but also serves as a focal green space for Georgia Southern's City Campus and proposed adjacent development. Similar park improvements in other cities, when within easy walking distance of downtown, have proven successful in drawing visitors to bolster local businesses before or after events.

The block currently houses a fueling station and an office building, which could both be relocated to less-valuable nearby sites, freeing up an expansive open space ideally located to be the downtown commons. The southern half of this block, already slated for redevelopment, could be designed to take advantage of this park frontage.



Image courtesy City of Powder Springs



example of downtown gathering space from Braselton, Georgia

RECREATION CENTER

04



A logical (and needed) anchor is a public or publicly accessible indoor recreation facility. The existing Statesboro Family YMCA, located in a repurposed elementary school a mile to the southeast, serves the existing surrounding neighborhoods, but is not well located to serve the downtown.

A new facility within walking distance of downtown's daytime business community and available to nearby residents, youth, and seniors, could be an important amenity to support future downtown growth and attract

regional visitors who would then stay and support downtown businesses. Such a facility, if located adjacent to shared public parking (see page 22), could help to justify the cost of a garage. There are multiple sites within walking distance of the Square that could serve this need. Ideally, this recreation center would include facilities not provided elsewhere, and include community spaces, such as meeting and classrooms.



example recreation center

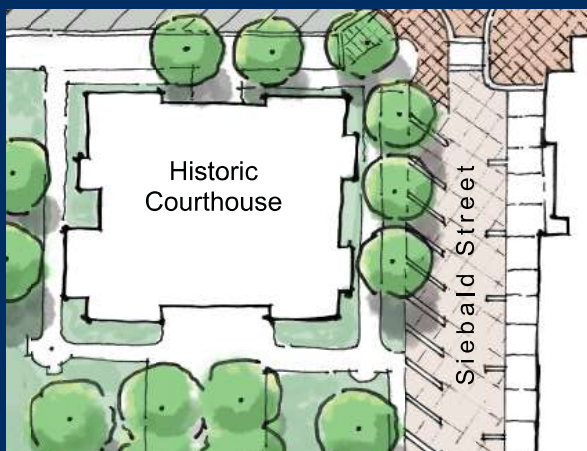


MUSIC/EVENT SPACES

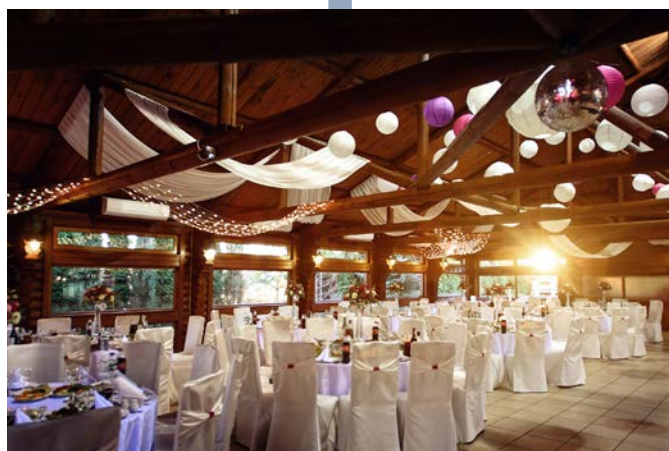
When asked what was missing in downtown, many stakeholders pointed to the absence of a meaningful music scene in Statesboro, one that would build on the city's rich musical history and a growing music industry.

While a potential amphitheater would help support more vibrant nightlife, privately-owned spaces, including dedicated venues as well as restaurants, bars, and coffee shops with small performance areas, will be needed to provide a place for smaller audiences and more frequent performances, perhaps taking cues from other college towns like Athens.

Public spaces should also be improved to accommodate outdoor events, including musical performances, festivals, markets, and more. As recommended in the previous Master Plan, Siebald Street should be improved to better host events on evenings and weekends. Vine Street should also have similar improvements.



Recommended Public Event Space Locations





All downtowns need successful programming in order to thrive and attract a constant stream of diverse audiences. In this sense, a robust event strategy can serve as an anchor.

Statesboro should work to better understand the demographics of its different audiences (university students, families, and rural residents, to name a few), and build a recurring schedule of diverse events to attract them.

Existing events should be expanded, including the regular Farmers Market, and seasonal events such as the Downtown Getdown. Other existing events on campus or elsewhere in the area could be relocated downtown. And additional events should be added to cover holidays, concerts, art markets, self-guided walking tours and more.



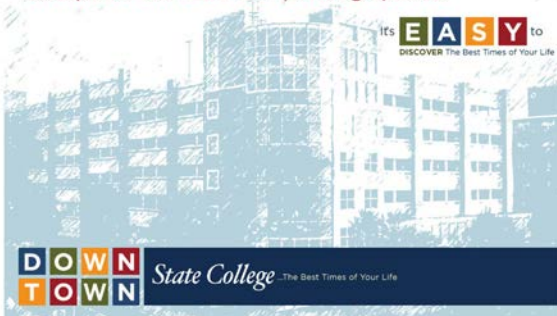
Images courtesy City of Duluth

BRANDING & MARKETING

07



There is nowhere to park downtown....
except for our **2037** parking spaces.



An important key to successful downtowns is telling the story of what makes a place unique and what it has to offer. In an increasingly competitive world, with more destinations to choose from, this is what is required to become and to remain a destination.

To design and sustain an effective campaign of downtown marketing and promotion requires “all-in” commitment and coordination on the part of the city and its partners.

Downtown Statesboro already has a brand and social media presence. But it needs to hone its identity, refresh its logo, target its various audiences, and understand its relationship to the City and DSDA brand.

Wayfinding signage can not only showcase downtown’s brand, but can help visitors find major destinations and where to park. A wayfinding plan should be developed as part of the branding initiative.



Sample images from another city’s downtown branding, marketing, and wayfinding materials, courtesy Arnett Muldrow & Assoc.

MORE RESTAURANTS

08



Restaurants are already a draw for downtown. Having more offerings could draw visitors, students, and others, especially after 5:00 p.m. These could include a mix of informal and more formal “sit-down” restaurants, with a focus on local ownership.

The way to support more food and beverage opportunities is to draw more people to live, work, and play downtown. As downtown’s day and nighttime population grows, this will happen organically. In the near term, an increased emphasis on downtown event programming can include food trucks, pop-ups, and street festivals like the annual Taste of Downtown event.



Another key element in drawing people downtown is providing a place for overnight guests. While there are currently several hotels along the Blue Mile, the market study indicated that downtown could support, and benefit from, a new boutique hotel.

Such a hotel would strengthen downtown as a destination for increased business and leisure, and provide an appealing address for parents of Georgia Southern University students to stay while visiting Statesboro. The market study stressed that this hotel should be located near the Historic Square, easily walkable to area restaurants and retail, preferably with a Main Street address. It would also be most successful if Georgia Southern could help recommend the hotel and its facilities.

This hotel should also include event space for weddings and small conferences, as well as a restaurant and bar. These amenities would further add to downtown's offerings.



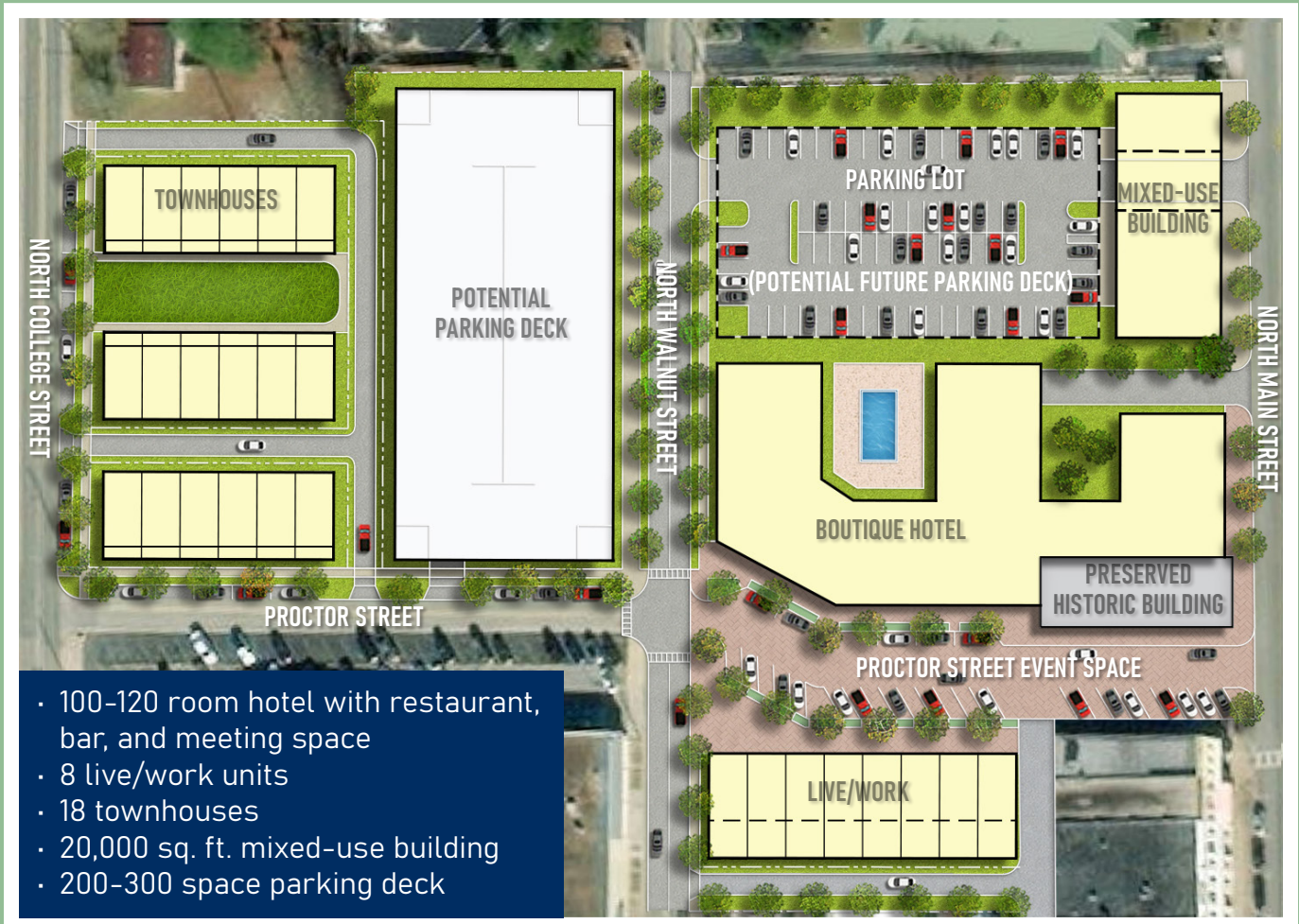
Image courtesy Brisbane City Council

CATALYTIC DEVELOPMENT SITE

The concept plan below shows an optimum location for a boutique hotel and adjacent redevelopment. The hotel could utilize the existing historic building fronting on North Main Street as an entry lobby, restaurant, and bar. The hotel rooms and event space would be in a new building or buildings. Adjacent properties along Walnut Street offer two options for shared parking to serve both the hotel and general downtown parking needs. Parking lots in the near term could be replaced by parking decks in the long term (see following page).

Importantly, the project could also include the remaking of Proctor Street as an exciting “shared use” street and event plaza, framed on the south side by a row of “brownstone” live/work units. This opportunity to create a new destination environment in the heart of downtown could breath life into existing and future businesses, create a street with activity on both sides, and provide additional event space.

The plan also shows build-out of the western half of the block between Walnut and College Streets as another potential residential infill site, with townhomes fronting along Proctor Street and around a shared “mews” green space.



This plan represents one possibility for redevelopment and is for illustrative purposes only. This plan assumes that any future development will occur when property owners and developers cooperate with the City of Statesboro and other local partners. It is also assumed that development would occur in phases.

10

PARKING IMPROVEMENTS



Downtown Statesboro has many public and private parking lots today, as well as many on-street parking spaces. As the area becomes successful at attracting more people for events and on a daily basis, a new parking strategy will be needed.

Parking improvements should include new signage to guide visitors to parking spaces, new time limits and enforcement to make sure on-street spaces stay available, and in the long term, a public parking deck to serve the highest concentration of activity near the Square. This would make efficient use of valuable land and free up room for more compact and continuous walkable urban development.

A parking deck could also serve as a catalyst to spur private development. Public investment in a shared parking garage is a widely-used tool for downtown revitalization, and its cost could be offset by the increased tax revenues from related development.

Recommended Parking Deck Locations



Image courtesy Downtown Statesboro Development Authority

HISTORIC DISTRICT

12



Statesboro's historic architecture is a significant and irreplaceable asset for downtown. Several buildings and districts in Downtown Statesboro are listed on the National Register of Historic Places. This designation, however, does not provide protection against demolition or inappropriate alterations to these valuable historic assets.

The creation of a local historic district and historic preservation commission could recognize and protect existing civic buildings and/or private buildings with an appropriate level of regulation.

GATEWAY IMPROVEMENTS

11



The existing Blue Mile monuments located on South Main Street adjacent to campus provide an impressive gateway to the downtown area. These should be expanded on to create a sense of arrival at the intersection of South Main and Tillman Road, and at the five-point intersection at South Main and Brannen Street.

Additional signage, trees, an arch, decorative crosswalks, and other elements should provide a welcoming impression and connect “town” and “gown.” A grand roundabout at Brannen Street offers an exciting opportunity to replace this problematic intersection with an elegant new civic landmark as part of the gateway to downtown.



13



TELLING ALL STORIES

Community members shared that Downtown Statesboro has not always been a place where everyone feels welcome, especially people of color. Existing historical markers and monuments tell the stories of only some Statesboro residents.

Telling a more complete history could begin with collecting oral stories and lead to displays, markers, and monuments that better represent all of Statesboro's stories, including those of prominent black leaders, churches, business owners, and citizens.

This effort will not only document local histories, but will help draw broader audiences downtown and ensure its economic success.



Image courtesy Library of Congress



The existing Willie McTell Trail is an enormous asset for Statesboro. It provides a safe place to walk, encourages exercise, and connects the Square to the Georgia Southern University campus in a short bike or scooter ride.

An extension of the trail's southern end should be constructed to connect the Fair Road Park to Georgia Southern with a short trail segment and enhanced crosswalks. (The cost of a pedestrian bridge would be prohibitive.) Georgia Southern's campus is the largest pedestrian-oriented place in Statesboro and has a huge number of students without cars that could use the trail to exercise or reach downtown businesses and restaurants.

A northern trail extension would provide a safe and direct crossing of East Main Street and allow residents of the proposed midrise development (see page 12) to reach campus without driving.

The trail corridor also provides an excellent opportunity as a public space to host events and art installations.

Northern Trail Extension



Southern Trail Extension



ART INSTALLATIONS

15



Image courtesy Ginger Ann Brook

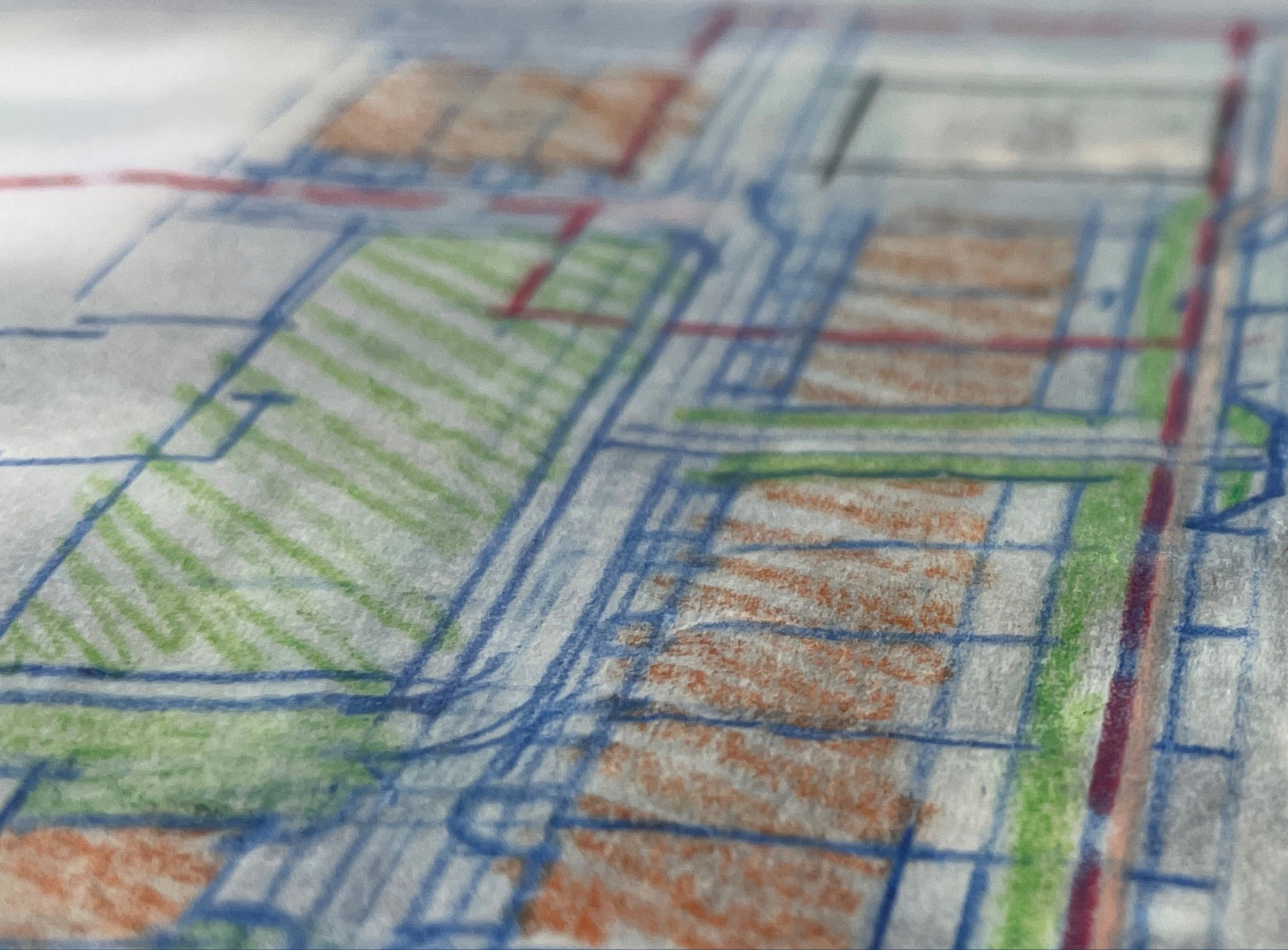


Public art has the unique power to draw people together and create vibrant gathering spaces. An art program should be developed to provide all types of art throughout downtown, but especially in high traffic areas such as along South Main Street and the McTell Trail, where it can dignify the public realm and make walking more appealing.

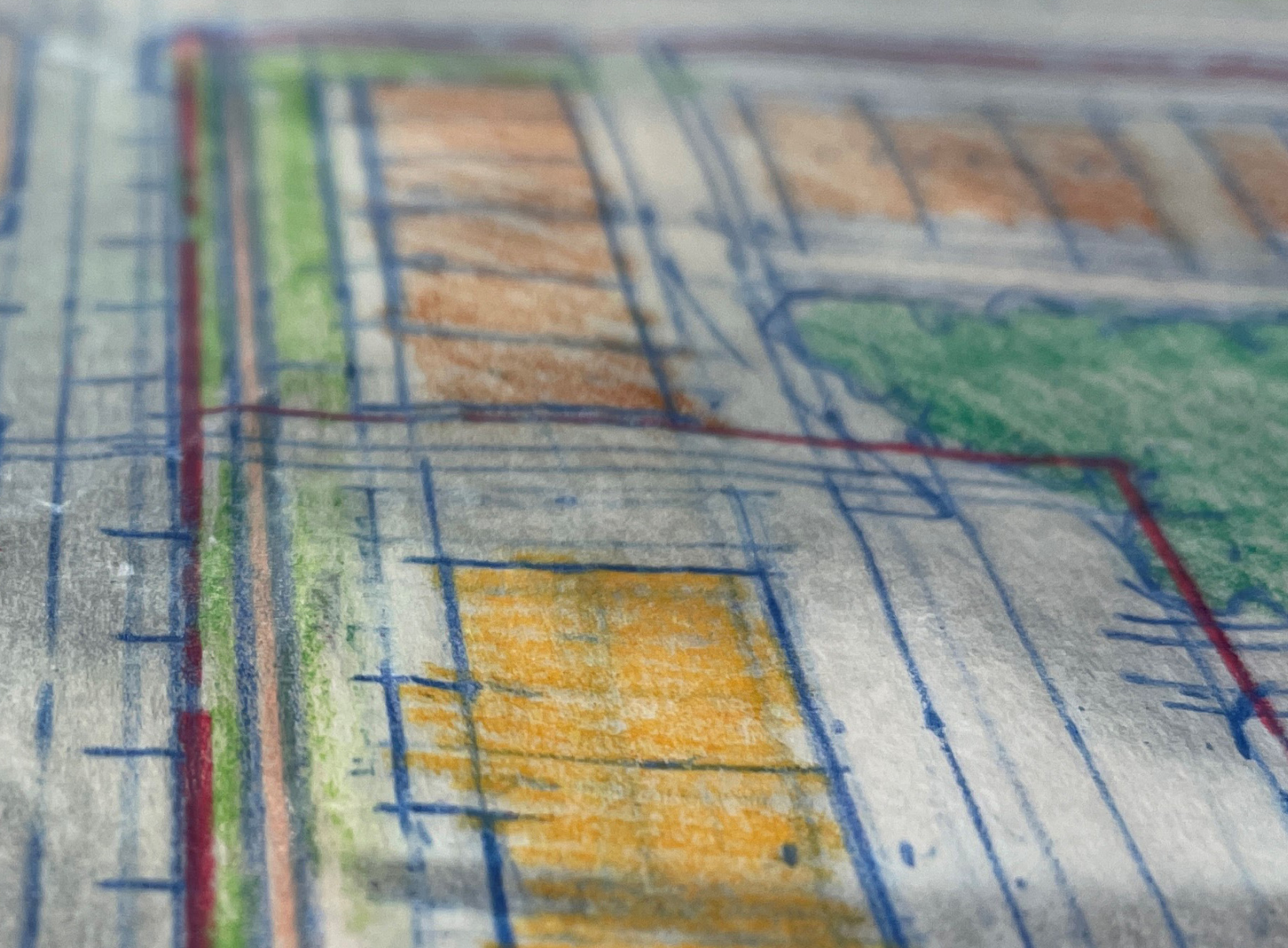
Sculptures and other semi-permanent installations can be monumental, whimsical, or help tell a story and could be combined with landscape enhancements or pocket parks to turn the walking experience into a sculpture garden or arboretum tour. The proposed Art Park on East Main Street is a significant first step (see page 13).

Highly unique art installations can also serve as “Instaworthy” spots that create a draw for tourism, such as the mirrored public restroom shown to the left.

Temporary art, murals, and performance art can also be a low cost, interim solution and provide activity during other events, or give locals an excuse to come downtown.



02



PLANNING CONTEXT

Public Input, Challenges & Opportunities,
and Real Estate Market Summary

PUBLIC INPUT



The Downtown Master Plan team conducted a major outreach campaign and received hundreds of comments at our community meetings, by email, phone, text, and via the plan website. Below is a summary of what we heard.

COMMUNITY WORKSHOP POLL:
WHAT ONE WORD WOULD YOU USE
TO DESCRIBE DOWNTOWN TODAY?



COMMUNITY WORKSHOP POLL: WHAT ONE
WORD WOULD YOU USE TO DESCRIBE WHAT IT
COULD BECOME IN THE FUTURE?



WHAT WOULD YOU LIKE TO SEE MORE OF DOWNTOWN?



COMMUNITY MEETINGS

COMMUNITY WORKSHOP

June 08, 2021

Nearly 90 people participated. The workshop began with an introductory presentation on successful downtowns, and included an hour of brainstorming at discussion tables, focused on downtown assets, transportation, housing, green space, and events.



DRAFT PLAN PRESENTATION

October 25, 2021

More than 80 people attended. A detailed presentation summarized public input received and the initial Big Ideas for downtown. Idea boards allowed the public to provide their input, or they could text in ideas and inspiration photos.

CITY COUNCIL PRESENTATION

February XXX, 2022

Description forthcoming



OTHER CONVERSATIONS

Summer and Fall 2021

Specific outreach was conducted with groups that were underrepresented at the public meetings above. This included a discussion session at a local church and the Rotary Club, as well as a focus group of Georgia Southern University students. One-on-one interviews were also conducted with select local leaders.



A WEALTH OF ASSETS

The Master Plan area is the same as the 434-acre Downtown Statesboro Development Authority area. It includes the Blue Mile and the area around the Historic Courthouse Square.

From the Square to Georgia Southern University Campus is only a 20-30 minute walk, or about the same distance as the length of River Street in downtown Savannah.

Assets

Downtown Statesboro's primary asset is its existing leadership, and the fact that all existing local partners are unified in wanting to see downtown thrive. Other assets include:

- Georgia Southern University's students,

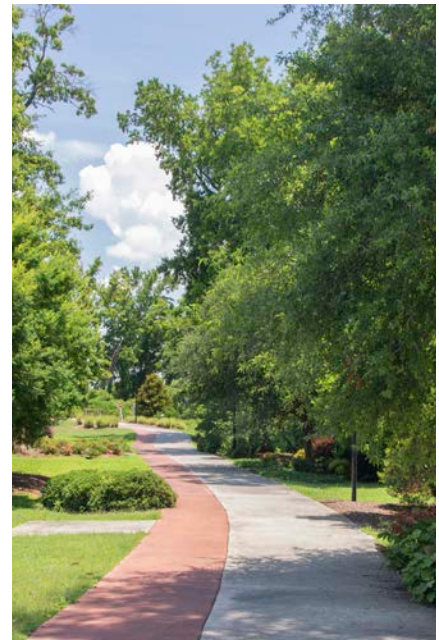
employees, and broader economic impact

- The McTell multi-use trail
- Significant traffic counts
- Historic downtown buildings
- Local businesses and restaurants
- Sites with redevelopment potential
- The existing Tax Allocation District

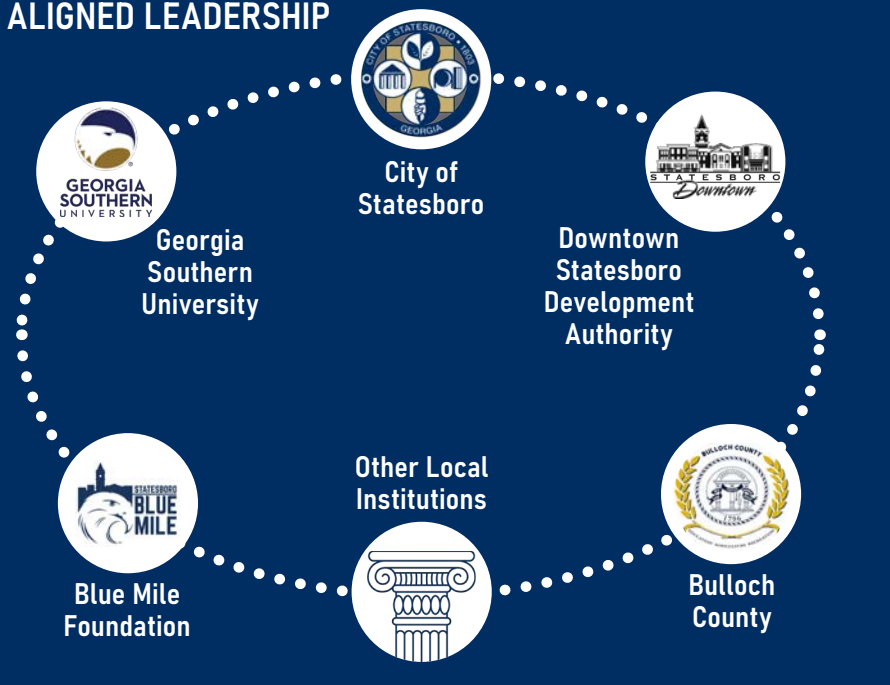
Recent Efforts

A number of downtown revitalization efforts are already underway or being planned. These include:

- South Main Street improvements
- The West District
- Creek on the Blue Mile
- New downtown businesses
- Proposed transit system



ALIGNED LEADERSHIP





Civic Assets

This map shows the significant number of government buildings, community institutions such as churches, and other civic assets. These anchors are important not only for the work they do to enhance downtown, but for the visitors they draw to the area.

CHALLENGES & OPPORTUNITIES

Every downtown faces a unique set of challenges. While some of these may be long-term barriers, many others present opportunities.

The following list of challenges and opportunities came from the market study, interviews with local stakeholders, and the planning team's professional observations.

- As shown in the market study, low incomes may deter chain businesses
- The lack of a large single anchor means there is no major visitor attraction
- Some legacy property owners may not be ready to redevelop their land
- Low population density means fewer people on evenings and weekends
- Poor sidewalks can make it unpleasant or unsafe for pedestrians
- A number of local stakeholders indicated that they don't feel that downtown is a welcoming place for everyone
- While there is plenty of developable land and vacant or underutilized buildings, there are few larger areas available for major redevelopment



REGIONAL ACTIVITY NODES

Over recent decades, growth in Statesboro has occurred in several major nodes that now compete with downtown for activity.

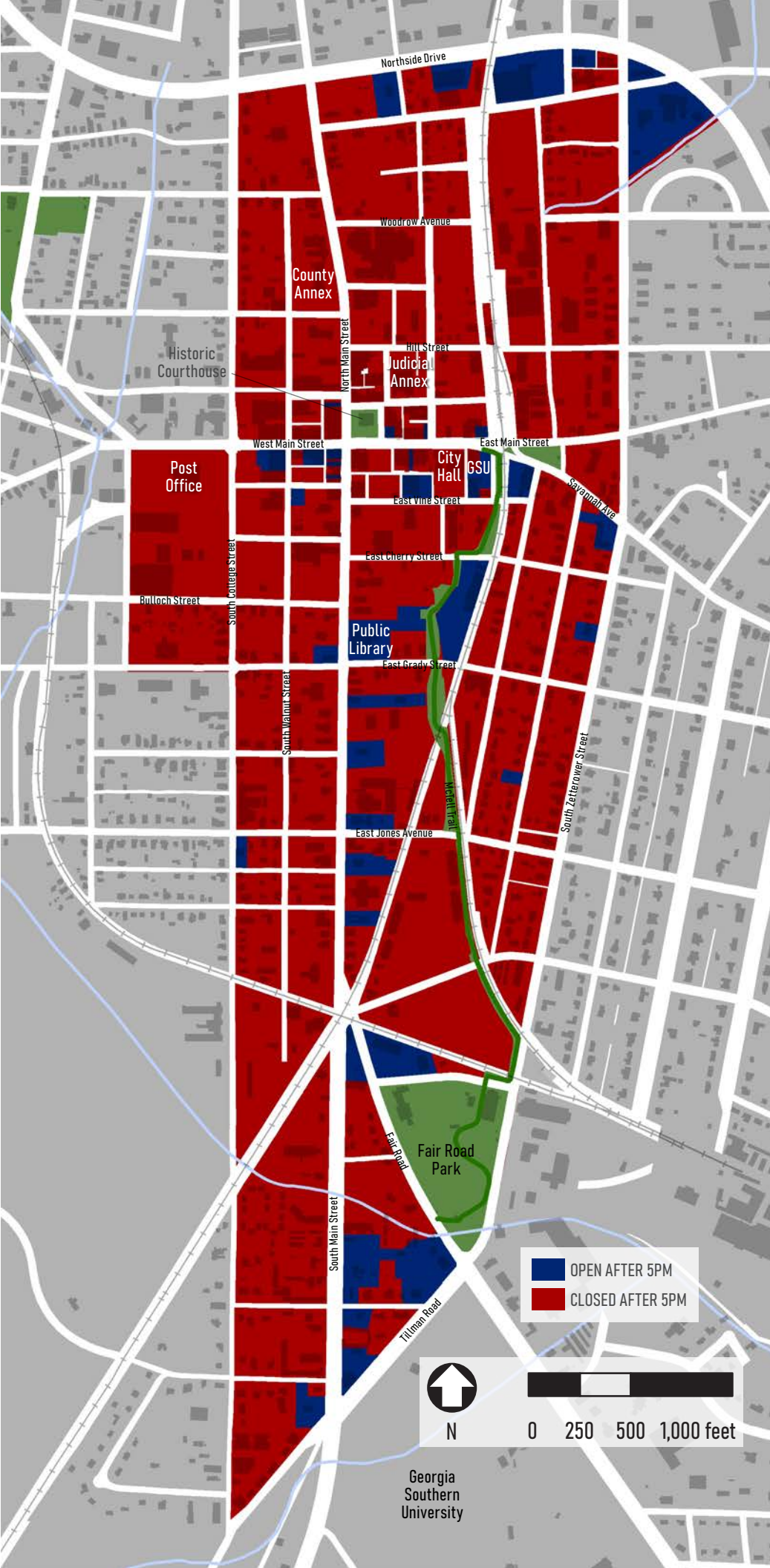
DOWNTOWN

Blue Mile

MALL AREA

GEORGIA SOUTHERN

HOSPITAL



Activity After 5:00 P.M.

Areas shown in blue on this map represent businesses or other places that are open after 5:00 p.m. Areas shown in red are generally not open in the evening or not open to the public. The significant amount of red, especially around the Square and along Main Street, shows the limited offerings that downtown currently has outside of business hours.

MARKET ANALYSIS

Two studies were conducted in parallel with the Master Plan effort. The Housing Study and Needs Analysis looked at the existing housing market and future real estate demand.

The Commercial Real Estate Market Analysis looked at future commercial demand based on demographic factors.

Both studies took into account the enormous impact that Georgia

Southern University has on Statesboro's economy and demographics. The full studies are available on the City's website.

The following target markets were considered for the commercial real estate analysis:

- Local residents (within 15-20 minute drive)
- The broader region
- Local employees
- University students
- Visitors



REAL ESTATE DEMAND



Housing

Demand for affordable and high-end options, including for students

Restaurant

Demand for "sit down" restaurants, as well as fast casual and bars

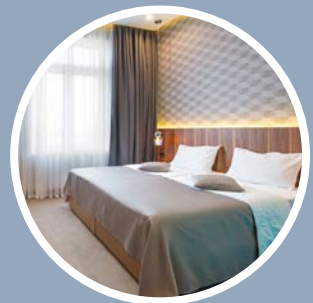


Other Shops

Demand for bakery, pharmacy, beer/wine, and other retail

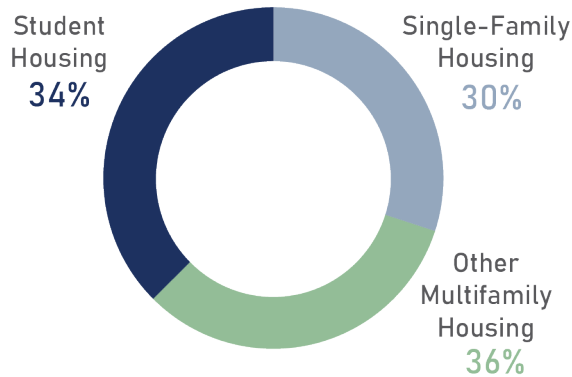
Hotel

Support for limited service boutique hotel with 100-120 rooms



STATESBORO QUICK FACTS

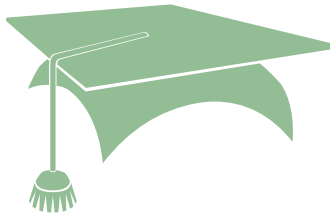
EXISTING HOUSING UNITS BY TYPE (CITYWIDE)



\$29,203
MEDIAN HOUSEHOLD
INCOME (CITYWIDE)

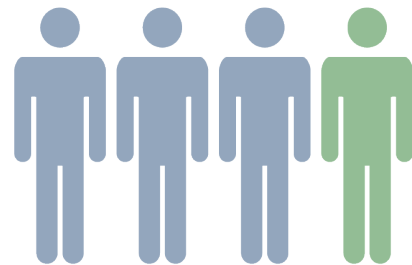


\$984M



ANNUAL ECONOMIC IMPACT OF
GEORGIA SOUTHERN UNIVERSITY

3 OUT OF 4



STATESBORO RESIDENTS
ARE UNDER AGE 40

Data sources: KB Advisory Group, U.S. Census Bureau,
University System of Georgia

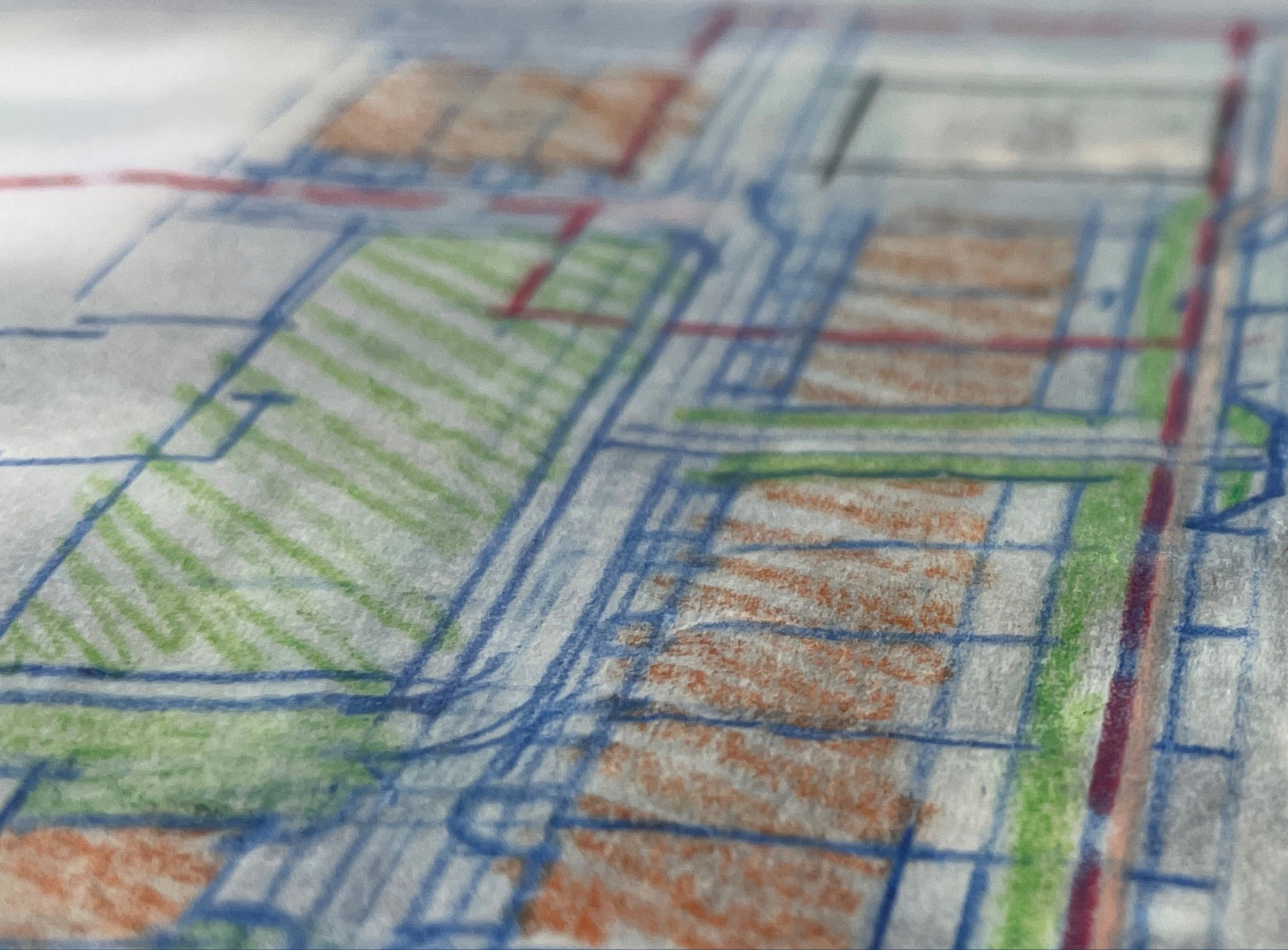
PREVIOUS DOWNTOWN MASTER PLAN

The 2012 plan is the foundation of the current Master Plan and was the result of significant community input. Nearly all of the recommendations of this plan are still relevant and should still be pursued, even if they are not specifically mentioned in this current plan. Major ideas include the following.

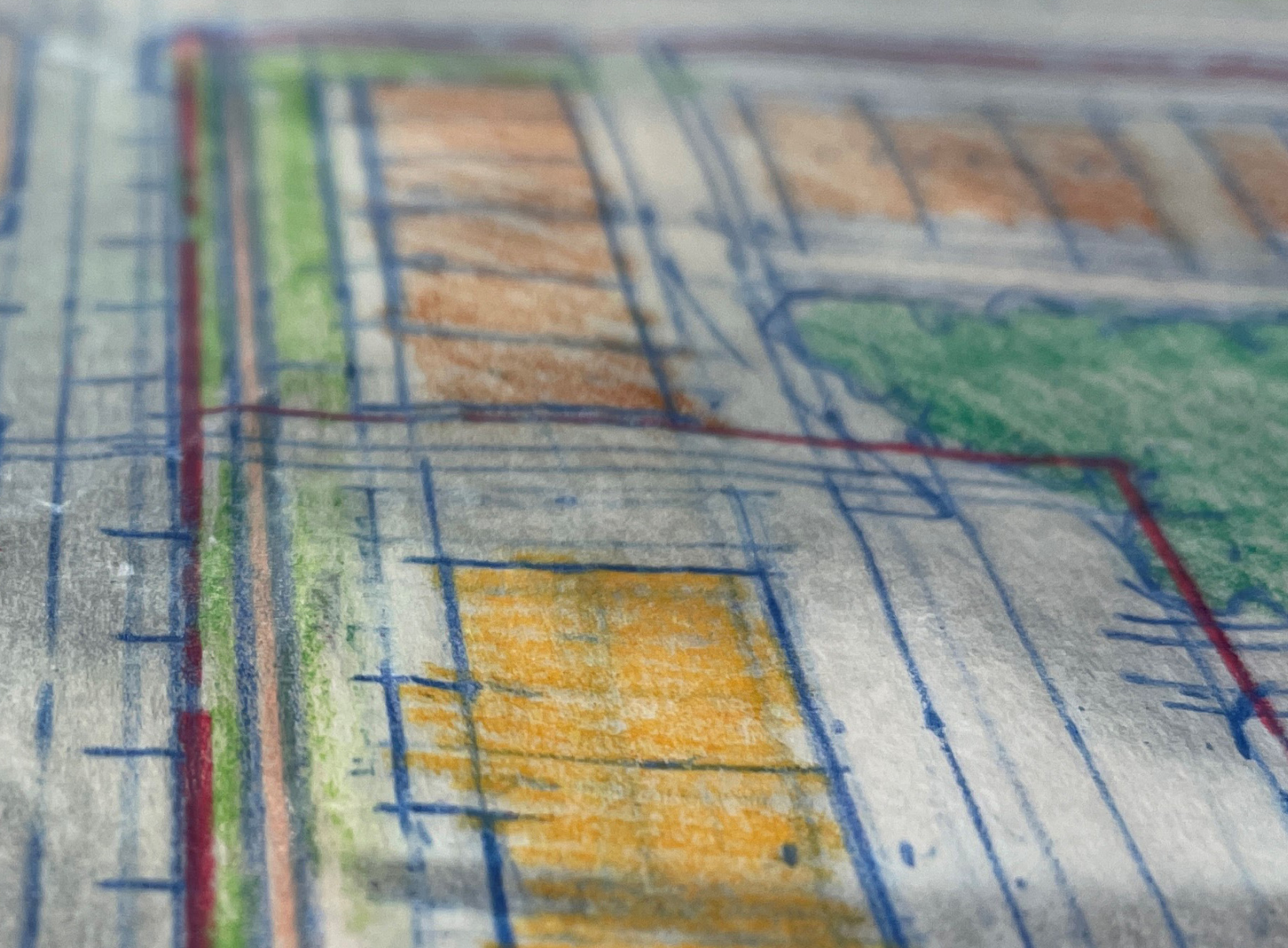
- Land use strategy focused on increasing retail, housing, and employment
- Transportation and sidewalk improvements

- Public space enhancements including the creation of a signature park
- Focus on working with Georgia Southern and the arts community

The previous Master Plan also conducted a detailed analysis of building condition, streetscape quality, zoning, historic resources, transportation, parking, and more. This evaluation was very helpful in informing this current Master Plan.



03



ACTION PLAN

Partnerships, Interim & Long Term Actions

IMPLEMENTATION PROJECTS

The ambitious “Big Ideas” for Downtown Statesboro that are outlined in the plan will require the long-term cooperation of the public and private sectors to come to fruition. The following pages list every Big Idea, along with a rough cost estimate, potential funding sources, and a general timeline. Numbers correspond to each project, each of which has a more detailed description above.

Many of these projects will not happen immediately, due to financial or other constraints. For most projects, however, interim steps can be implemented with only modest funding in order to demonstrate a project’s viability. The long-term version of the project will more fully meet the goals and needs of downtown but may require more time and funding.

INTERIM PROJECT



LONG-TERM PROJECT



Image courtesy Francisco Anzola

IMPLEMENTATION PARTNERS

In order for the vision of this Master Plan to become reality, public and private partners must work together. The City of Statesboro and the Downtown Statesboro Development Authority will be involved in most aspects of implementation, but will need to work with the other partners outlined below.

Some projects will need to be funded and implemented by the public sector; others are public/private partnerships or private efforts that require some public sector incentives. Some projects may be led entirely by the private sector.

Ongoing work on these projects will require funding from a variety of sources. Grants and other public funding sources will ensure that the burden for implementation does not fall entirely on local taxpayers.

CITY & LOCAL GOVERNMENT PARTNERS

- City of Statesboro
- Downtown Statesboro Development Authority
- Bulloch County
- Statesboro-Bulloch County Land Bank Authority

OTHER PUBLIC SECTOR PARTNERS

- Coastal Regional Commission of Georgia
- State of Georgia
- Federal Government

OTHER LOCAL INSTITUTIONS

- Georgia Southern University
- Blue Mile Foundation
- Statesboro-Bulloch Chamber of Commerce
- Statesboro Convention & Visitors Bureau
- Local civic & non-profit organizations and churches

PRIVATE SECTOR PARTNERS

- Developers and investors
- Local property and business owners
- Other local citizens

INTERIM PROJECT

01 Rehabilitated Housing

Work with local property owners and non-profits to renovate existing housing

Lead by Private sector, DSDA

Estimated cost \$\$

Funding sources Private

02 Midrise Development

Expansion of exiting GSU City Campus with event space

Lead by GSU

Estimated cost \$\$

Funding sources GSU, donors

LONG-TERM PROJECT

01 Infill Housing

Small new housing developments throughout downtown on vacant and underdeveloped land

Lead by Private sector, DSDA, Land Bank

Estimated cost \$\$\$

Funding sources Private

02 Midrise Development

New mixed-use development with housing oriented toward young professionals and others

Lead by Private sector, DSDA

Estimated cost \$\$\$

Funding sources Private

03 Pocket Park

Create an informal greenspace or dog park on private property

Lead by City, DSDA

Estimated cost \$\$

Funding sources City, DSDA, donors

03 Downtown Commons

Acquire land and construct a commons able to hold events

Lead by City, County, DSDA

Estimated cost \$\$\$

Funding sources City, DSDA, SPLOST, TAD, EPD donors

INTERIM PROJECT

04 Recreation Amenities

Install additional recreational amenities along the trail and in small public spaces

Lead by City, DSDA

Estimated cost \$

Funding sources City, DSDA, donors

05 Music/Event Indoor Venues

Work with local business owners to repurpose spaces for venues or allow temporary pop-ups

Lead by City, DSDA, private sector

Estimated cost \$

Funding sources City, DSDA, private sector

06 Event Marketing

Expand conventional and online marketing of existing downtown events to draw more people

Lead by City, DSDA, private sector

Estimated cost \$

Funding sources City, DSDA, private sector, Hotel/Motel Tax

07 Branding & Marketing Study

Hire a consultant to develop a downtown brand and associated marketing materials and plan.

Lead by City, DSDA

Estimated cost \$

Funding sources City, Hotel/Motel Tax

LONG-TERM PROJECT

04 Recreation Center

Construct a public indoor recreation center

Lead by City, County, DSDA

Estimated cost \$\$\$

Funding sources City, DSDA, SPLOST, TAD, donors

05 Music/Event Outdoor Spaces

Improve Siebald Street, Vine Street, and Proctor Street to be convertible to temporary event spaces.

Lead by City, DSDA

Estimated cost \$\$\$

Funding sources City, DSDA, TAD, donors

06 Event Strategy

Hire a consultant to understand potential audiences and develop an event programming strategy

Lead by City, DSDA

Estimated cost \$\$

Funding sources City, DSDA, Hotel/Motel Tax

07 Marketing & Wayfinding

Implement the marketing plan on an ongoing basis, develop wayfinding signage

Lead by City, DSDA

Estimated cost \$\$

Funding sources City, DSDA, Hotel/Motel Tax

INTERIM PROJECT

08 More Restaurants

Increase the number of restaurants in existing and new buildings

Lead by Private sector, DSDA

Estimated cost \$\$

Funding sources Private

09 Boutique Hotel Recruitment

Market to desired hotel chains, create an incentive package, and collaborate with Georgia Southern

Lead by DSDA

Estimated cost \$

Funding sources DSDA

10 Parking Limits & Meters

Determine which streets should have parking time limits or parking meters, enforce rules

Lead by City, DSDA

Estimated cost \$

Funding sources City

11 Gateway Improvements

Paint new crosswalks or intersection markings

Lead by City, DSDA, Blue Mile Foundation

Estimated cost \$\$

Funding sources City, GSU, Blue Mile Foundation

LONG-TERM PROJECT

(continuation of interim project)

09 Boutique Hotel Construction

Construct a boutique hotel, including associated parking

Lead by Private sector, City, DSDA

Estimated cost \$\$\$

Funding sources Private, City, DSDA

10 Parking Deck

Acquire land and construct a parking deck near the Square to serve public uses and catalyze private development

Lead by City, DSDA

Estimated cost \$\$\$

Funding sources City, County, DSDA, TAD, SPLOST, Private, Hotel/Motel Tax

11 Gateway Signage & Roundabout

Install an arch or additional monumental signage, construct a roundabout

Lead by City, DSDA, Blue Mile Foundation

Estimated cost \$\$\$

Funding sources City, GSU, SPLOST, Blue Mile Foundation, RAISE, Hotel/Motel Tax, STBG TAP

INTERIM PROJECT

12 Historic Resources Survey

Conduct a historic resources survey to determine contributing buildings

Lead by City, Bulloch County Historical Society

Estimated cost \$\$

Funding sources City, U.S. Historic Preservation Fund, Bulloch County Historical Society

LONG-TERM PROJECT

12 Historic District

Write and adopt a local historic preservation ordinance and create a historic preservation commission

Lead by City

Estimated cost \$\$

Funding sources City



Image courtesy Georgia Archives, Vanishing Georgia Collection, bul030

13 Collect & Share Local Stories

Document and compile local written and oral history, share via a website and social media

Lead by City, Bulloch County Historical Society, StoryCorps, local churches

Estimated cost \$

Funding sources City, Bulloch County Historical Society, private

13 Recontextualize Local History

Install permanent displays, markers, and monuments to tell more diverse local stories

Lead by City, Bulloch County Historical Society

Estimated cost \$\$

Funding sources City, Bulloch County Historical Society, Andrew W. Mellon Foundation, Georgia Historical Society, Hotel/Motel Tax

INTERIM PROJECT

14 Trail Signage & Marketing

Install signs on campus and along and near the McTell Trail to indicate how far it is to walk or scooter to important destinations

Lead by City, DSDA

Estimated cost \$

Funding sources City, DSDA, GSU

15 Temporary Art Installations

Commission and display short-term works of art including murals and performance art

Lead by City, DSDA

Estimated cost \$

Funding sources City, DSDA, GSU, donors



LONG-TERM PROJECT

14 Trail Extensions

Extend the McTell Trail south to connect with on-campus trails, and north to connect to the proposed midrise devt.

Lead by City

Estimated cost \$\$\$

Funding sources City, GSU, TAD, SPLOST, RAISE, STBG, TAP, REBC

15 Permanent Art Installations

Install sculptures and other more substantial art

Lead by City, DSDA

Estimated cost \$\$\$

Funding sources City, DSDA, GSU, National Endowment for the Arts

Abbreviations

DSDA	Downtown Statesboro Development Authority
EPD	Georgia Environmental Protection Division
GSU	Georgia Southern University
Land Bank	Statesboro-Bulloch County Land Bank Authority
RAISE	Rebuilding American Infrastructure with Sustainability and Equity
REBC	Georgia Dept. of Transportation - Roadside Enhancement & Beautification Council
SPLOST	Special Purpose Local Option Sales Tax
STBG	U.S. DOT Surface Transportation Block Grant
TAD	Tax Allocation District
TAP	Georgia Department of Transportation - Transportation Alternatives Program
USDA	U.S. Department of Agriculture Rural Development Grant



CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: February 8, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Consideration of MOU between City and Whitesville Community Resource and Development, Inc. (WCRDO) setting out terms for conveyance of real property commonly known as Whitesville Community Park from WCRDO to City in order for City to maintain the real property as a park.*

Recommendation: Approve

Background: *Whitesville residents requested City assistance in restoring park to its former condition. City may accept conveyance of the real property comprising the park, fund infrastructure, and maintain the park exclusively for recreational purposes in the same manner as other City owned parks.*

Budget Impact: TBD with regards to maintenance and infrastructure with no cost for conveyance

Council Person and District: Phil Boyum, District 1

Attachments: Proposed MOU

MEMORANDUM OF UNDERSTANDING (MOU)

Between

CITY OF STATESBORO

and

WHITESVILLE COMMUNITY RESOURCE AND DEVELOPMENT ORGANIZATION, INC

This is an agreement between the City of Statesboro hereinafter called City and Whitesville Community Resource and Development Organization, Inc. hereinafter called WCRDO.

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the conveyance of a property commonly known as Whitesville Community Park (the "Park"), the acceptance of title from WCRDO to the City, and maintenance of the Park by the City.

II. BACKGROUND

WHEREAS, the Park was birthed out of a need for a safe and protected area for children and young people to play in the Whitesville Community without threat of harm. The commitment and hard work of many Whitesville residents made this possible by raising funds to purchase the land where the park now exists. The Park became a place enjoyed by adults and children alike.

WHEREAS, for years, the park's operation and upkeep was maintained by fundraising activities sponsored by WRCDO along with charitable contributions through the United Way. However, due to resignations, health limitations, and death of some board members the forward momentum and maintenance of the Park came to a stand-still. There were also several occurrences of vandalism to Park equipment and the community building.

WHEREAS, there still exists a need for a thriving park to serve the community in Whitesville.

WHEREAS, WCRDO has requested that the City of Statesboro collaborate with WRCDO, residents of the Whitesville community, and appropriate non-profit organizations and government agencies in making this park once again a thriving part of this community by means of the City being conveyed title to the Park in order to maintain the property as a passive City park.

III. CITY DUTIES UNDER THIS MOU

City shall:

- a.* Accept conveyance of parcel S36 000038 000 from WCRDO pursuant to OCGA §36-37-1 with the condition that the Park is only to be used by City for parks and recreation purposes.
- b.* Maintain Park exclusively for public recreational purposes pursuant to OCGA §36-37-1.

- c. Not sell Park to developer or any other person or entity for purposes of private development. Public use of property conveyed under applicable OCGA section is expressly mandated by applicable state statute.
- d. Consult with WCRDO officers and other members of the Whitesville community relating to the naming and dedication of the Park
- e. Consult with WCRDO officials and other Whitesville community members in determining future recreational purposes and opportunities for the Park; and
- f. Provide maintenance and infrastructure funding for Park in manner consistent with funding allocated to other City- owned passive parks.

IV. WCRDO DUTIES UNDER THIS MOU

WCRDO shall convey Park to City through a warranty deed drafted under the provisions of OCGA §36-37-1 that contains a reversion clause conveying Park back to WCRDO in the event that the City ceases using the Park for recreational purposes.

So Agreed this 15th day of February, 2022

City of Statesboro

WCRDO, Inc.

Jonathan McCollar, Mayor

Carrie Howard, President

Attested by:

Notarized before:

Leah Harden, City Clerk
This__ day of February, 2022

_____, Notary Public
Sworn to and subscribed before me
This__ day of February, 2022

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 2/8/2022

RE: Sparkers

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

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

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

Budget Impact: None

Council Person & District: Paulette Chavers, District 2

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: SPARKER
D/B/A Name

2. Applicant's Name: NEW STATESBORO INVESTMENT LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 3348 Northside Dr. West
Statesboro, Ga, 30458

4. Business mailing address: 3348 Northside Dr, West
Statesboro, Ga, 30458

5. Local business phone number: 912-489-8002

Corporate office phone number: 229-256-1924

6. Name of Manager: Sanjay Patel
Person responsible for alcohol licensing issues

7. Phone number for manager: 229-256-1924

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

10. Purpose of application is:

New Business _____ New Owner ✓

15. Members of LLC and/or partners:

Full Legal Name: Sanjay Patel Phone #: 229-256-1924

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

(Attach additional pages if necessary)

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

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

Name of Corporation: NEW STATEBORO INVESTMENT LLC

Home Office address: 817 COG HL

McDonough Ga 30253.

Mailing address (if different): As Above.

Date & Place of incorporation: 11/22/2021 Ga.

Do you have a shareholders agreement?: NO

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

17. Officers:

Full Legal Name: Gurjy Patel Phone #: 229-256-1924

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? yes,

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

Name: _____ **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:

Nimisha Patel.
1005 Chase Ct, Statesboro Ga 30461.

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

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

Nimisha
1005 Chase Ct, Statesboro Ga 30461

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? NO

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, Sunjay 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.

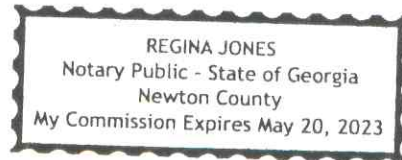
Sunjay Patel.
Print full name as signed below

Sunjay Sunjay owner 11/22/2021
Signature of applicant Title Date

Sworn and subscribed before me this 13th day of December, 2021.

Regina Jones
Notary Public

May 20 2023
My commission expires



Calculation of Basic License Fee

For Calendar Year: _____

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

Total Due: \$ _____

Sparkers
3348 Northside Dr W
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	Passing inspection received on 12/15/2021.
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 2/8/2022

RE: Phenomenal Memories

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

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

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

Budget Impact: None

Council Person & District: Paulette Chavers, District 2

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: Phenomenal Memories LLC
D/B/A Name

2. Applicant's Name: Phenomenal Memories LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 6 Carver St Statesboro, GA 30458

4. Business mailing address: 6 Carver St Statesboro, GA 30458

5. Local business phone number: 919-605-7248

Corporate office phone number: 919-605-7248

6. Name of Manager: Sabrina L. Dunaway
Person responsible for alcohol licensing issues

7. Phone number for manager: 919-605-7248

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

10. Purpose of application is:

New Business X New Owner _____

Previous owner's name: _____

If the business name has changed, list previous name: _____

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

☒ Above ground

☐ 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: Phenomenal Memories, L.L.C.

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

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

15. Members of LLC and/or partners:

Full Legal Name: Sabrina L Dunaway Phone #: 919-605-7248

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? 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: Sabrina L. Dunaway Phone #: 540-993-7766

Previous address: ~~11111 11111 11111 11111~~

Dates lived there: 05/17 - 06/21

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:

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

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

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

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

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? NO

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, Sabrina L. Dunaway, solemnly swear, subject to the penalties O.C.G.A sec 16-10-20 provided above which I have read and understand, that all information required in this financial affidavit 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. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Sabrina L. Dunaway
Print full name as signed below

Sabrina L. Dunaway
Signature of applicant

CEO/OWNER
Title

11/16/21
Date

Sworn to and subscribed before me this 16th day of November, 2021.

Loletta Lashaun Harrison
Notary Public

September 26, 2023
My commission expires



Calculation of Basic License Fee

For Calendar Year: _____

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

Total Due: \$ _____

Phenomenal Memories
6 Carver St
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	No reason for denial noted
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: February 4, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 22-01-01.

Background: Mary Beth Brown requests a Variance from Article XV, Section 1508 of the Statesboro Zoning Ordinance in order to place a roof sign of the building located at 239 South Main Street.

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (V 22-01-01 & V 22-01-02)

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: February 4, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 22-01-02.

Background: Mary Beth Brown requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place a sign exceeding the allowed square footage for a building sign at 239 South Main Street.

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (V 22-01-01 & V 22-01-02)



City of Statesboro-Department of Planning and Development

ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**V 22-01-01 & V 22-01-02
ZONING VARIANCE REQUEST
239 SOUTH MAIN STREET**

LOCATION:	239 South Main Street
EXISTING ZONING:	HOC (Highway Oriented Commercial)
ACRES:	1.06 acres
PARCEL TAX MAP #:	S19 000019 001
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Restaurant
PROPOSED USE:	Restaurant



PETITIONER Whitfield Signs
ADDRESS 91 South College Street, Statesboro GA 30458

REPRESENTATIVE Isabella Booth/Jana Philips (Whitfield Signs)
ADDRESS SAME AS ABOVE

PROPOSAL

The applicant requests a variance from Article XV, Section 1508, of the *Statesboro Zoning Ordinance* to allow for the installment of a roof sign on the exterior of the existing building located at 239 South Main Street in the HOC (Highway Oriented Commercial) zoning district. The applicant is also requesting a variance from Article XV, Section 1509 (Table 5) to exceed the wall sign square footage allowed for the property.

PLANNING COMMISSION RECOMMENDATION

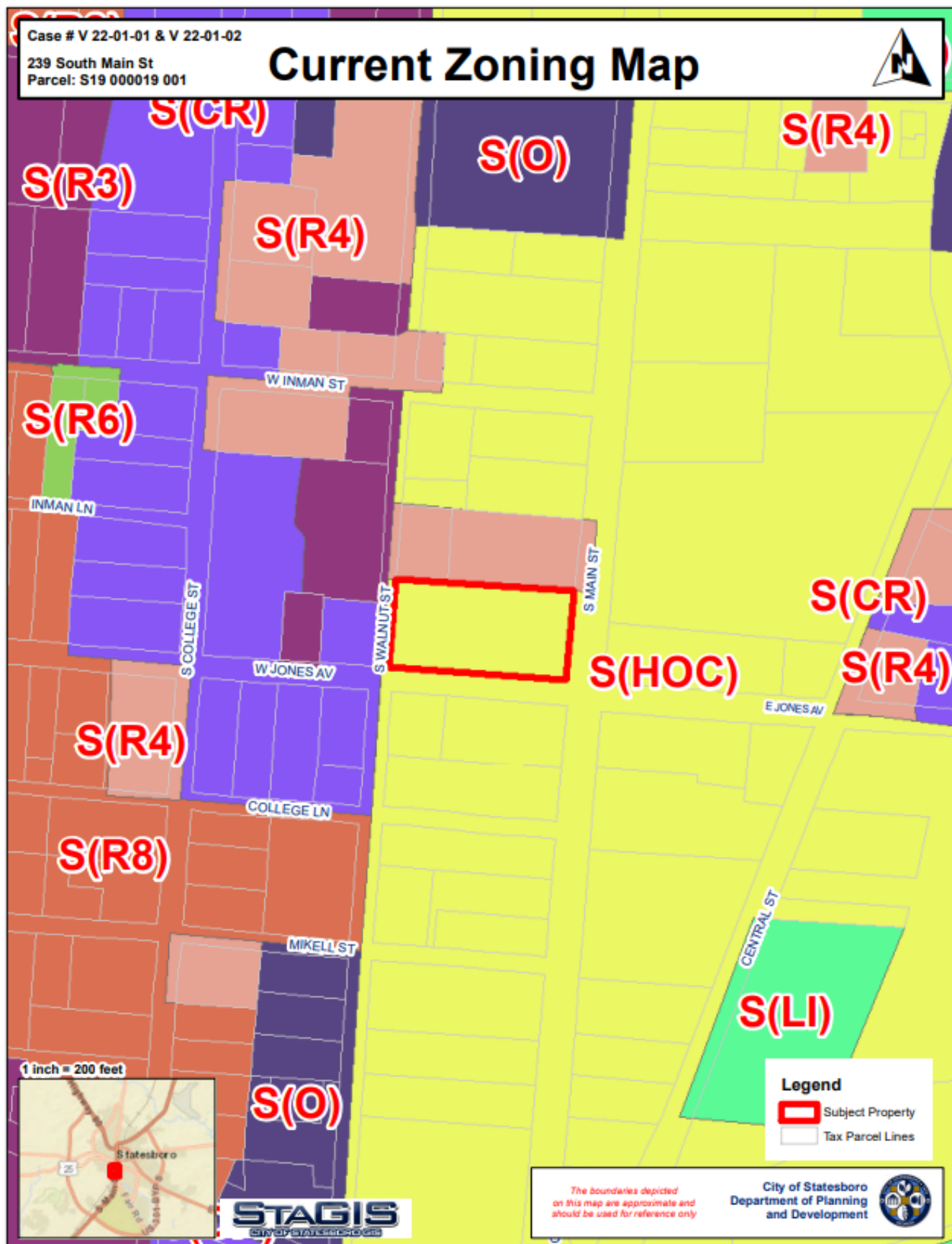
V 22-01-01 & V 22-01-02 CONDITIONAL APPROVAL

Case # V 22-01-01 & V 22-01-02

239 South Main St
Parcel: S19 000019 001

Location Map



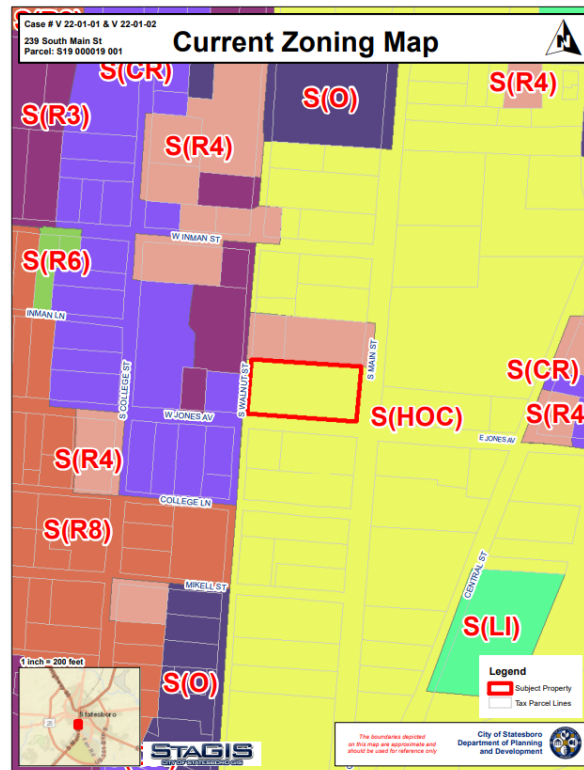


Case # V 22-01-01 & V 22-01-02

239 South Main St
Parcel: S19 000019 001

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R4 (High Density Residential)	Apartment Complex
Northeast	Location Area #2: HOC (Highway Oriented Commercial)	Hotel
East	Location Area #3: HOC (Highway Oriented Commercial)	Gas Station
Northwest	Location Area #4: R4 (High Density Residential)	Apartments
Southeast	Location Area #5: HOC (Highway Oriented Commercial)	Apartment Complex
South	Location Area #6: HOC (Highway Oriented Commercial)	Glass Company
Southwest	Location Area #7: HOC (Highway Oriented Commercial)	Single Family Residence
West	Location Area #8: CR (Commercial Retail)	Hair Salon

SUBJECT SITE

The subject site is a 1.06 acre lot containing one restaurant and a rear smokehouse. The applicant is seeking to add a roof sign on the exterior of the building that is prohibited as per Article XV; Section 1508, of the Statesboro Zoning Ordinance and exceeds the allowed aggregate square footage as per Article XV; Section 1509, Table 5, of the Statesboro Zoning Ordinance. As of Table 5 of the Sign Ordinance, the applicant would be allowed to place 100 square feet of wall signage and 120 square feet of freestanding signage. The applicant has requested a roof sign of approximately 169 square feet.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Commercial Redevelopment Area #1” character area, which is generally intended for varied scale commercial retail and office use.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by city utilities, sanitation and public safety.

ZONING VARIANCE STANDARDS OF REVIEW

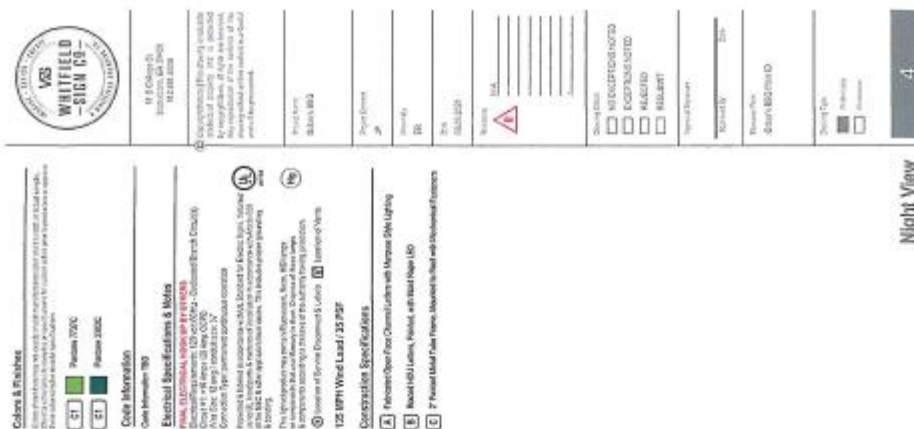
The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The Ordinance does not generally allow for the roof placement of signs, unless on a mansard (multi-sloped) roof that does not terminate in a unified ridge line. The existing roof does not meet this condition.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - This application is a direct result of the actions of the applicant. By right, the owner would not be allowed to place the requested signage on the roof.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship;**

- The applicant would not be able to place a sign on the roof, nor at the size requested. However, there is sufficient wall space and site spaces to develop signage.
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
- Substantial detriment to the public would be caused since approval of this sign would set a precedent for these types of signs on The Blue Mile.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a variance to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that development along this corridor remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The request is not consistent with the intent of the Zoning Ordinance and will detract from the neighboring properties.



Subject Property



Northern Property



Southern Property



Eastern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Denial of V 22-01-01 & V 22-01-02 due to the lack of consistency with the intent of the zoning ordinance**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to place the sign on this building. All signage must be properly reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on February 1 2022, the Commission recommended approval of both Variances with staff conditions by a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: February 4, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 22-01-03.

Background: Rael Development Corporation requests a variance from Article XIV, Section 1402 of the Statesboro Zoning Ordinance in order to apply for a PUD (Planned Unit Development) at 1 University Place.

Budget Impact: None

Council Person and District: Riggs (District 4)

Attachments: Development Services Report (V 22-01-03 & RZ 22-01-04)

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: February 4, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Map Amendment*

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment Requested by V 22-01-04.

Background: Rael Development Corporation requests a Zoning Map Amendment in order to establish a PUD (Planned Unit Development) at 1 University Place.

Budget Impact: None

Council Person and District: Riggs (District 4)

Attachments: Development Services Report (V 22-01-03 & RZ 22-01-04)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

V 22-01-03 & RZ 22-01-04 ZONING MAP AMENDMENT AND VARIANCE REQUEST 1 University Place

LOCATION:	1 University Place
EXISTING ZONING:	PUD (Planned Unit Development)
ACRES:	3.07 acres
PARCEL TAX MAP #:	MS61000056000, 58000, 52B000, 52A000, 55A000, 52000
COUNCIL DISTRICT:	District 4 (Riggs)
EXISTING USE:	Shopping Center
PROPOSED USE:	Apartment Complex



PETITIONER Rael Development Corporation

ADDRESS 895 Dove Street Suite 300, Newport, CA 92660

REPRESENTATIVE Billy Avila

ADDRESS 895 Dove Street Suite 300, Newport, CA 92660

PROPOSAL

The applicant is requesting a Variance and Zoning Map Amendment to establish a new PUD (Planned Unit Development) zoning district, in order to develop a multi-family facility with attached retail and structured parking on a site totaling less than 10 acres.

PLANNING COMMISSION RECOMMENDATION

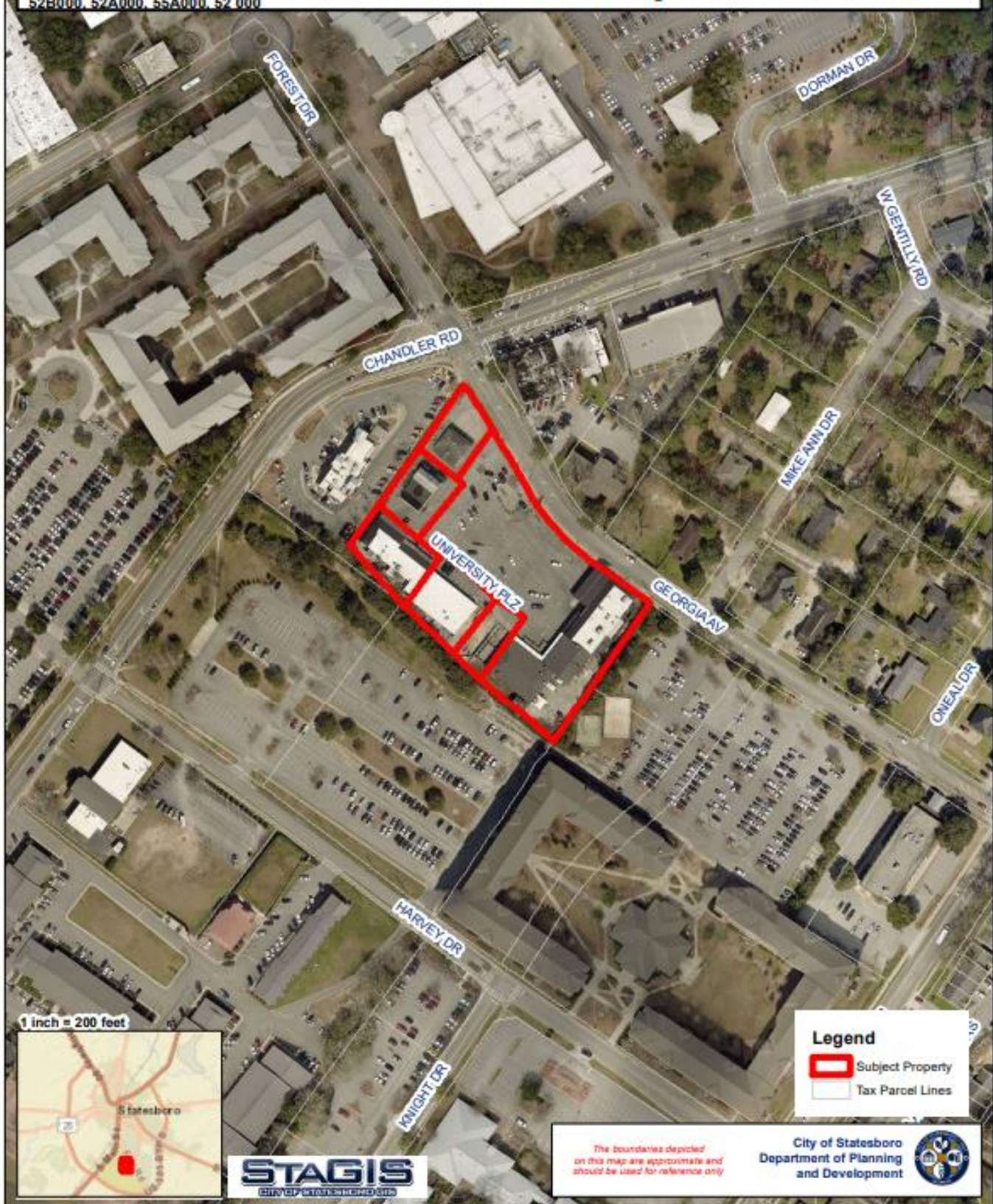
V 22-01-03 & RZ 22-01-04 - CONDITIONAL APPROVAL

Case # V 22-01-03 & RZ 22-01-04

1 University Pl

Parcel: MS61000056 000, 58 000,
52B000, 52A000, 55A000, 52 000

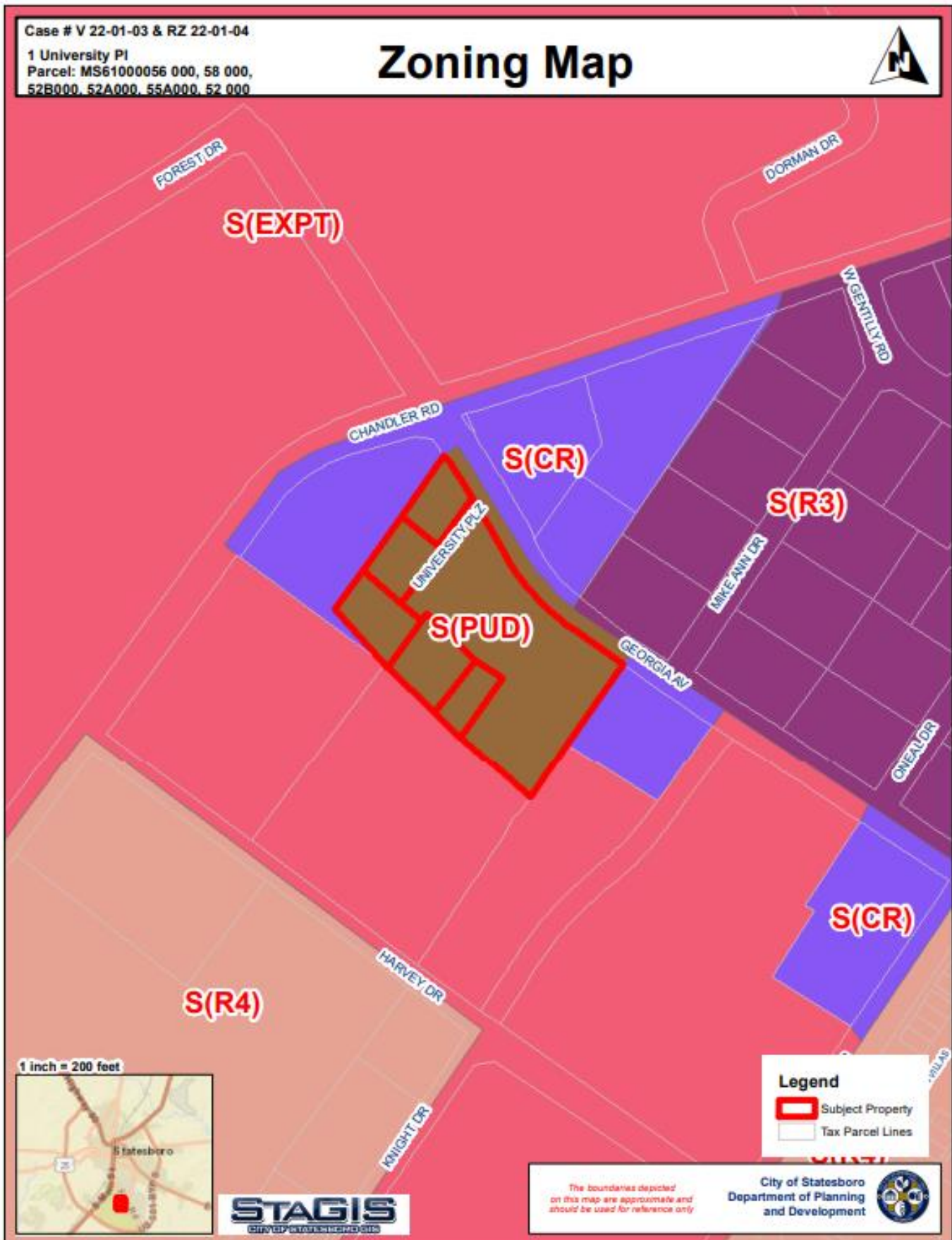
Location Map

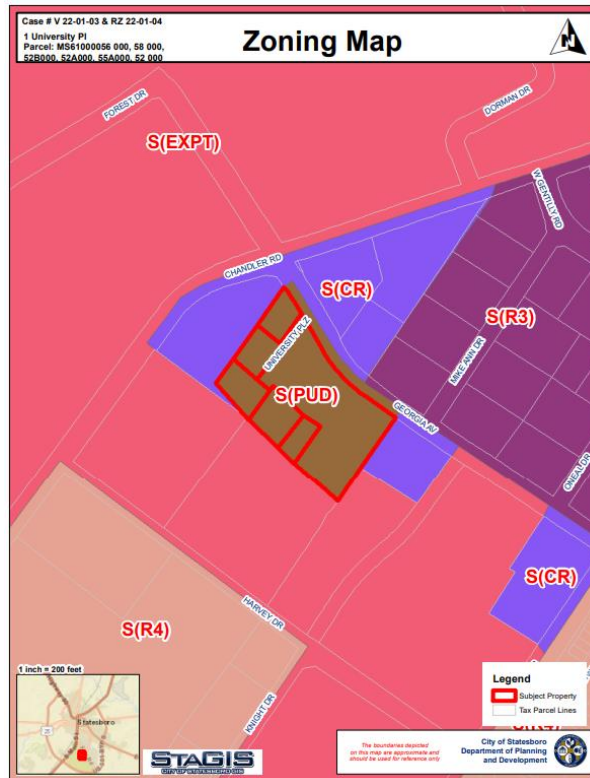


Case # V 22-01-03 & RZ 22-01-04
1 University Pl
Parcel: MS61000056 000, 58 000,
52B000, 52A000, 55A000, 52 000

Future Landuse Map







SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CR (Commercial Retail)	Shopping Center
Northeast	Location Area #2: R3 (Medium Density Multiple Family Residential)	Duplex
Northwest	Location Area #3: S (Exempt)	University
East	Location Area #4: CR (Commercial Retail)	Parking Lot
West	Location Area #5: CR (Commercial Retail)	Restaurant
Southwest	Location Area #6: S (Exempt)	University
Southeast	Location Area #7: S (Exempt)	University
South	Location Area #8: S (Exempt)	University

SUBJECT SITE

The subject site is a collection of primarily vacant buildings on a combined 3.07 acre site, on Georgia Avenue. The property has historically been a shopping center. The location is currently mostly vacated, and is adjacent to Georgia Southern University. Active businesses on site consists of a small convenience store. A PUD for a similar student housing project was approved under RZ 18-09-06 in 2018, with no further action taking place on the project.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site primarily in the “University District” area, which is anchored by Georgia Southern University, and states that development of this area should focus heavily on pedestrian and bike accessibility, as well as transit.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a flood zone.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by City water and Sewer.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The mayor and city council in exercising its zoning power, shall be governed by the following standards in making its determination and balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property:

1. Existing uses and zoning or [of] property nearby.

- The proposed use is of a similar density to the adjacent property. The surrounding lots are zoned S (Exempt), R3 (Medium Density Multiple-Family Residential), and CR (Commercial Retail), and are currently occupied by a mix of single-family and duplex homes, a commercial strip, 4-story university dormitories, and a restaurant.

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

- Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will likely increase the overall value of property in the area.

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

- The property would serve as a higher use than the currently serving use.

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

- The development would serve the public and the university by increasing the stock of housing within the City limits, as well as offering additional student housing.

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

- This property would be developed adjacent to Georgia Southern, and the walkability of the project and general use is suitable.

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

- The property has historically served as a shopping center, but over the last 5 years has slowly lost individual businesses within the strip. At this time, there is only two active businesses at this location.

7. The extent the proposed change would impact the following:

- Population density in the area.
 - The population density would increase as a result of a new residential development in the area.
- Community facilities.
 - There will be an impact in the use of City Sewer and Water.
- Living conditions in the area.
 - Additional development could benefit the area by removing a significant area of blight.
- Traffic patterns and congestion.
 - Congestion on Georgia Avenue would increase with the development. Current proposals for parking within the project would seek to mitigate vehicle traffic but increase foot traffic significantly. The applicant is proposing a parking ratio of 0.7 spaces per bed.
- Environmental aspects.
 - There are no wetlands on the property.
- Existing and future land use patterns.
 - Generally the area is surrounded by a mix of University dorms, commercial developments, and residential developments.
- Property values in the adjacent areas.
 - Additional development would drive the cost of surrounding property higher.

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

- The proposed residential use of the property is consistent with the *City of Statesboro 2019 – 2029 Comprehensive Master Plan* in the “University District”.

Subject Property



Subject Property



Subject Property



Adjacent Property



Exhibit One

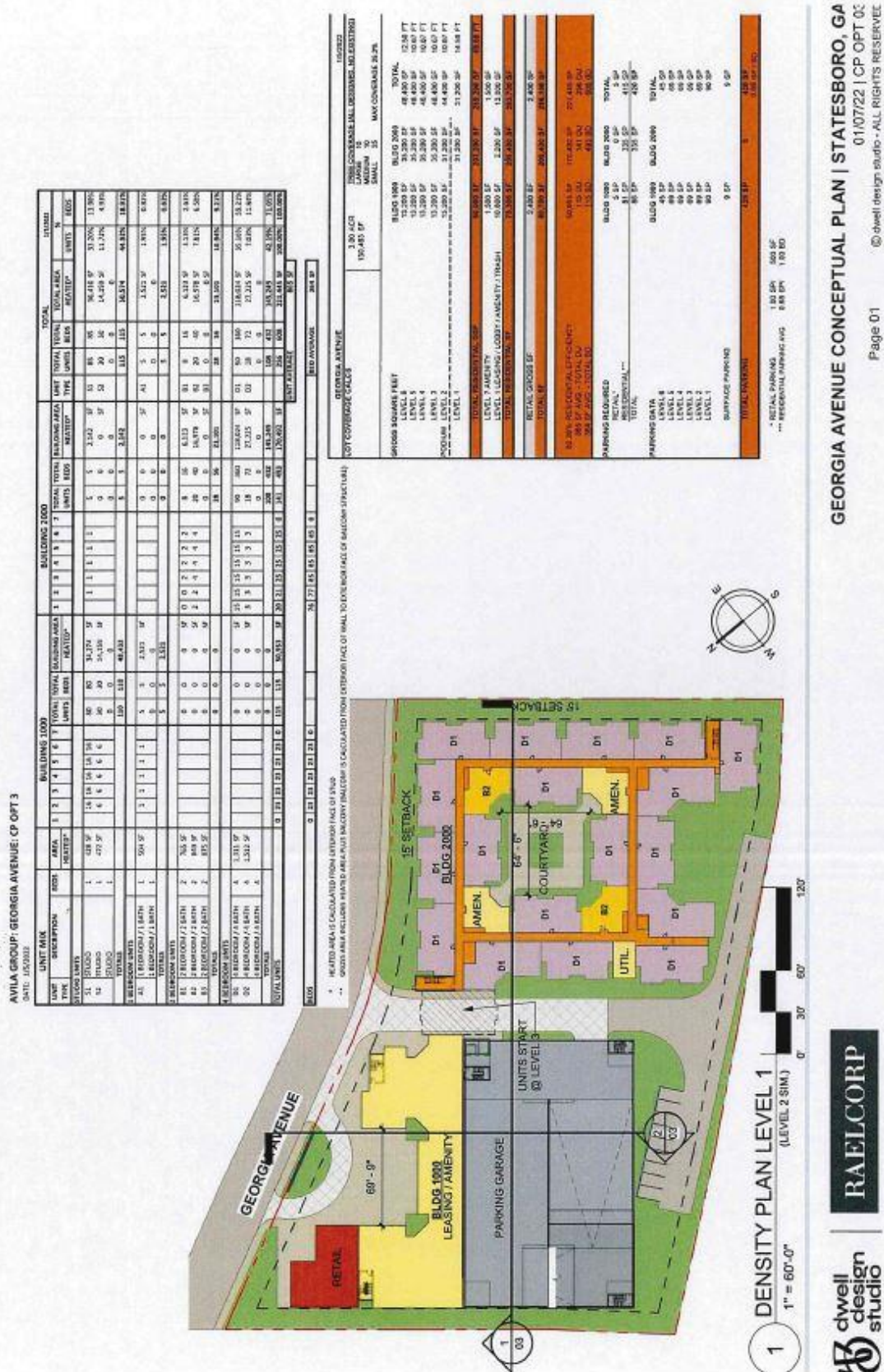


Exhibit Two



Exhibit Three

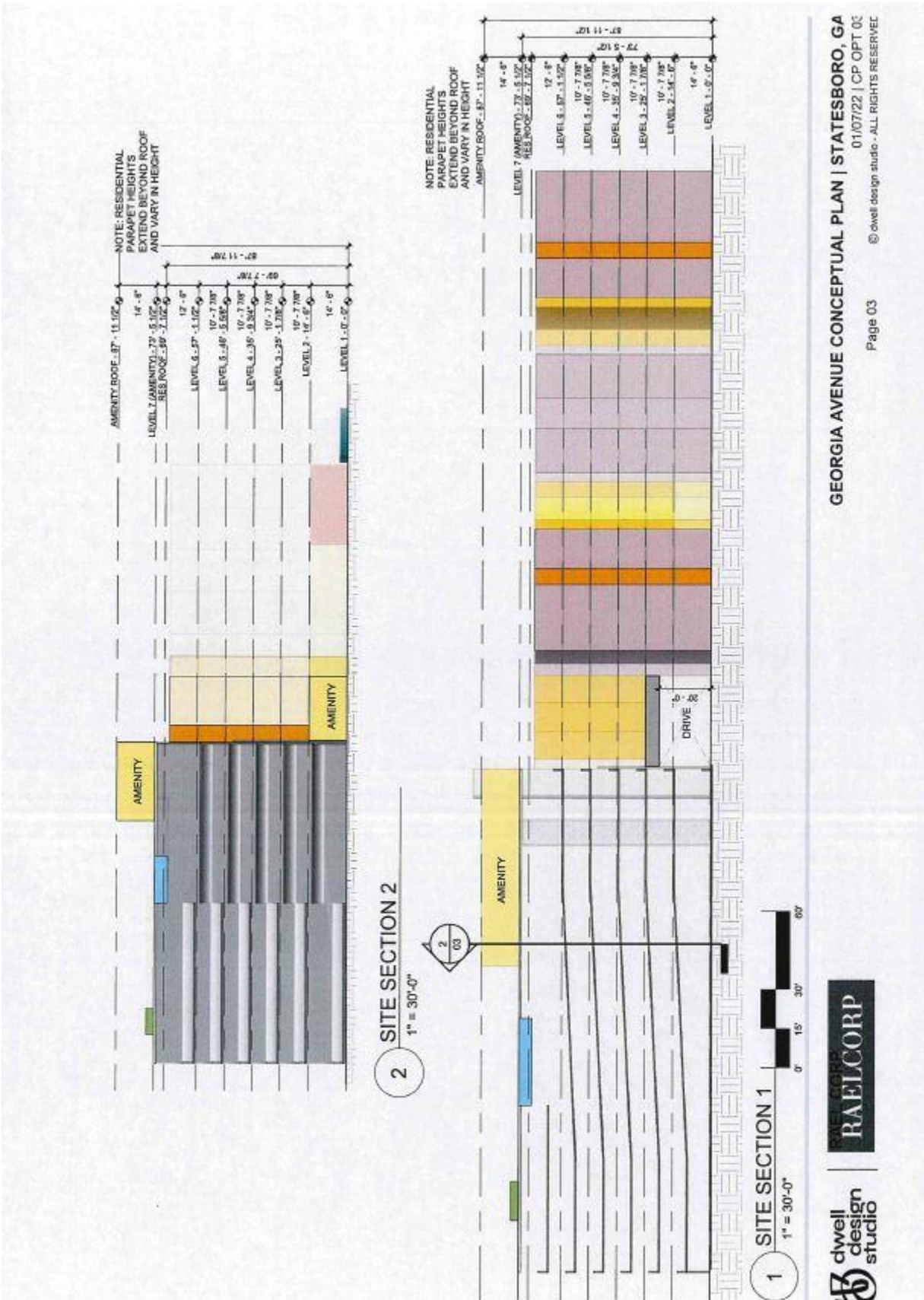


Exhibit Four



View 1 - Chandler Road and Georgia Ave



Concept Design

Georgia Avenue | Statesboro, GA

January 07, 2022

Page 3 OF 3

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Exhibit Five



View 2 - Georgia Ave



Concept Design

Georgia Avenue | Statesboro, GA
January 07, 2022
Page 1 OF 2
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STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of V 22-01-03 & RZ 22-01-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this Zoning Map Amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City & State Fire Marshall.
2. Any additional off-site parking granted to the development must be provided in writing to the City. If such off-site parking is allowed, the amount of parking spaces included within the parking deck may be diminished accordingly.
3. Final building elevations must maintain consistency with the concept design as submitted with this PUD, with the exception of the parking deck as per condition #2 above.
4. A combination PLAT must be submitted for this group of parcels prior to the approval of any building or site permit.

At the regularly scheduled meeting of the Planning Commission on February 1 2022, the Commission recommended approval of the Variance and Zoning Map Amendment with staff conditions by a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: February 9, 2022

RE: Reclassification Request – Planning and Development

Background: On December 7, 2021, Insight Planning & Development, LLC was approved as the firm to develop and administer the Housing Rehabilitation Program for the City of Statesboro. An employee from Planning & Development will need to collaborate with Insight to ensure all contractual obligations are met. Also, the reclassified position will administer all housing initiatives funded and/or sponsored by the City.

Recommendation: The recommendation is to reclassify the position from Senior Planner to Planning & Housing Administrator. The Factor Evaluation System (FES), a classification system developed by the U.S. Civil Service Commission, was utilized based upon the recommendation of Condrey and Associates. After a thorough review of the position, the position was aligned with pay grade 21. In summary, the specifics are as follows:

Current Classification Title – Senior Planner
Pay Grade – 19
Minimum / Midpoint – \$47,403 / \$59,259
Current Salary – \$48,409.92

Recommended Classification Title – Planning & Housing Administrator
Pay Grade – 21
Minimum / Midpoint – \$54,974 / \$68,702
Recommended Salary – \$55,000

Please contact me if you have any questions or concerns. Thank you.

RESOLUTION 2022-03: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN

THAT WHEREAS, it is essential to have qualified municipal employees in order to provide reliable services to the citizens of Statesboro; and

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on April 5, 2017; and

WHEREAS, the City Manager has made a recommendation to reclassify a Senior Planner in the Planning & Development Department.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 15th day of February 2022 as follows:

Section 1. That the Job Position Classification and Compensation Plan, which includes a list of job titles and pay grades; a grade and step pay matrix; and written job descriptions for each position with City government, previously adopted on April 5, 2017, and as subsequently amended, is hereby further amended as follows:

- That the Senior Planner position in the Planning & Development Department is hereby amended by reclassifying to the position of Planning & Housing Administrator. The pay grade is 21 and the minimum salary is \$54,974 per year.

Section 2. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this 15th day of February 2022.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan M. McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



City of Statesboro, GA

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Planning and Housing Administrator

Department: Planning & Development

Pay Grade: 21

FLSA Status: Exempt

JOB SUMMARY

The Planning and Housing Administrator leads all permitting matters associated with residential and commercial construction projects within the City of Statesboro under the general direction and supervision of the Director of Planning & Development. This position is responsible for administering all housing initiatives funded and/or sponsored by the City.

ESSENTIAL JOB FUNCTIONS:

- Administers the Housing Rehabilitation Program to include oversight of program's consultant management firm, assistance with public outreach, oversight of financial systems and maintenance of GIS database;
- Represents the City to the public, including potential program participants, and provides guidance;
- Interprets the Housing Rehabilitation Program's Policies and Procedures Manual and represents the City regarding all aspects of the Program;
- Administers the application process and program management for future Community HOME Investment Program (CHIP) and Community Development Block Grants (CDBG) as awarded through the GA Department of Community Affairs;
- Serves as the administrator of the Georgia Initiative for Community Housing Program for the City;
- Reviews various development related applications for permits and licenses including building, site, business, signs, zoning, variances, annexations, subdivisions plans, etc;
- Maintains records, and provides information and assistance to customers and the public regarding zoning and other activities of the department;
- Coordinates applications for Planning Commission review; prepares staff reports for presentation to Planning Commission;
- Coordinates various development processes including the review of applications and

plans for permits, inspections, certificates of occupancy with developers, engineers, city staff, other local federal and state agencies, and the general public;

- Coordinates the City's "Right-Start" Meetings;
- Verifies that required inspections have been approved;
- Communicates project status and needs to all involved parties;
- Ensures projects are ready for occupancy and that all necessary work is complete and approved;
- Reviews submitted construction plans to assure compliance with zoning and subdivision regulations;
- Conducts site visits to developments and other field projects to assist in permitting process or resolution of questions or problems;
- Assists the public, builders, developers, staff and others with general ordinance and code questions, questions regarding the permit processes, and assists with processing their applications;
- Provides Department back up as needed;
- Handles telephone calls and responds to routine informational requests based on established policies and procedures;
- Assists Code Compliance Officers with ordinance questions and policy development;
- Performs ordinance research and assistance with ordinance development and revision;
- Assists as needed with accepting requests for certificates of occupancy;
- Provides certificates for approval;
- Assists with development and planning related research; and
- Assists in the development and update of relevant plans including but not limited to the comprehensive plan, strategic plan etc;
- Completes survey requirements to maintain the City's Qualified Local Government Status;
- Writes and amends ordinances as needed;
- Prepares grant applications and administers processes for awarded grants;
- Performs other assigned duties;

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's degree in planning, public administration, engineering or a closely related field;
- Three (3) years of experience in a related field;
- Or equivalent training, education, and/or experience; and
- Valid State of Georgia Driver's License.

PREFERRED REQUIREMENTS TO PERFORM WORK:

- Master's degree in planning public administration, engineering or a closely related field;

Knowledge, Skills and Abilities:

- Knowledge of or ability to learn the department's rules, regulations, policies, and procedures;
- Knowledge of or ability to learn and interpret applicable codes and ordinances of the City, especially the development related ordinance;
- Knowledge of modern office practices, procedures, and equipment;
- Skilled in public and interpersonal relations and ability to facilitate and mediate complex situations;

- Skilled in the use small office equipment, including copy machines or multi-line telephone systems;
- Skilled in using computers for data entry, word processing and/or accounting purposes;
- Ability to maintain a professional demeanor and an orientation towards customer service;
- Ability to supervise, organize, and communicate effectively;
- Ability to develop and maintain a complex schedule of projects;
- Ability to understand and follow complex oral and written instructions;
- Ability to process information, applications and forms requiring accuracy, thoroughness, timeliness, and attention to detail;
- Ability to meet and deal tactfully, courteously, and professionally with property owners, citizens, developers, builders, City officials, fellow staff, and the public;
- Ability to drive and operate assigned vehicles in a safe and efficient manner;
- Ability to self-motivate and to work independently and with discipline under general supervision;
- Ability to prepare routine correspondence and clear and concise reports;
- Ability to establish strong working relationships with other City employees, City officials, customers, and the general public;
- Ability to read and working knowledge and understanding of plats, maps, building plans, surveys, renderings, etc.; and
- Ability to cooperate with fellow employees as a team member;

PHYSICAL DEMANDS:

The work is typically performed in an office.

WORK ENVIRONMENT:

The work is typically performed while sitting at a desk or table and inside an office.

The City has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director – Public Works and Engineering

Date: February 9, 2022

RE: State Farm Neighborhood Assist Grant Application Approval

Policy Issue: Purchasing - Grant Submission

Background:

Keep Statesboro-Bulloch Beautiful (KSBB) wishes to propose a community garden and a mobile urban garden program within the city limits of Statesboro. A study has been conducted to identify a suitable location for locating a community garden. Further, a mobile urban garden program would be an excellent complement and promotional tool for a community garden.

Urban (or container) gardening is a process in which produce can be planted in buckets, old tires barrels, etc. KSBB would like to take this process and then transform it into traveling workshops held across various locations in Statesboro, including parks and low-to-moderate income neighborhoods to support the City's neighborhood revitalization efforts. With in-kind donations of buckets, soil, and seeds/bulbs, etc. from various businesses, the workshops could be free of charge. Participants would only need to show up, participate in a hands-on learning experience, and then take their buckets home with them to grow at their own homes.

The benefits of a mobile urban garden centers on sustainability and accessibility. Mobile urban gardening includes an educational aspect that will enhance the knowledge of gardening for those that participate and encourages reuse of materials which results in a reduction in the community's waste stream. Due to the educational component of the urban garden, this project can be easily shared with the Statesboro Youth Commission and the Beautification Commission as additional community support. Also as previously noted, mobile urban gardening is an excellent complement to a community garden, as it reduces accessibility concerns by traveling to areas that are in most need; thus promoting inclusiveness and equitable access. The program would be free to all participants who wish to participate and they will be able to take their garden home with them.

State Farm Insurance is awarding \$25,000 grants to 100 nonprofits to help good neighbors across the U.S. take an active role in improving their communities. The application is open February 16th on a first come, first serve basis and there is no local match required.

Recommendation:

Staff recommends implementing a community garden and mobile urban community garden. KSBB will use funds from this grant to help cover the costs of these programs.

Budget Impact: There is no match required and no impact to the Operating fund.

Council Person and District: All

Attachment: Resolution
State Farm Neighborhood Assist Grant 2022 Submission Guide

RESOLUTION 2022 - 04:
A RESOLUTION APPROVING APPLICATION FOR THE
2022 STATE FARM NEIGHBORHOOD ASSIST GRANT

THAT WHEREAS, the Mayor and City Council have found that there is a need to provide a community garden within the Statesboro, GA city limits that will promote unity, community and a healthy environment for citizens; and,

WHEREAS, the Mayor and City Council have found that the State Farm Neighborhood Assist Grant is desirable in order to provide financial support to establish and manage a community garden program; and,

WHEREAS, city staff will prepare an application to said program in order to obtain grant award amount of \$25,000; and,

WHEREAS, said program will begin once funds are awarded in May, 2022; and,

WHEREAS, funds are given directly from State Farm with no local match required and will not directly impact the City of Statesboro's general budget.

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

- Section 1. The Mayor and City Council hereby authorize the submittal of application to 2022 State Farm Neighborhood Assist Grant Application.
- Section 2. The Mayor is hereby authorized to execute all documents related to the application.

Adopted this 15th day of February, 2022

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

State Farm Neighborhood Assist[®]

2022 Submission Guide

For more information visit, NeighborhoodAssist.com

State Farm Neighborhood Assist[®]

State Farm Neighborhood Assist[®] 2022 is here! Our goal is to help good neighbors across the U.S. take an active role in improving their communities. This year, we're awarding \$25,000 grants to 100 nonprofits. Tell us about your cause and the positive impact it could make in your community for a chance to win!

This guide will help you collect information needed for your submission. Then, starting at **1 p.m. ET on February 16, 2022**, you can officially submit your cause at **NeighborhoodAssist.com**.

We will accept the **first 4,000 submissions** and narrow it down to 200 finalists.

Then a public vote will decide which **100 causes win \$25,000 grants**.

Spots fill up fast. Use this guide to get prepared now so you don't miss out!

Step 1:

About you

When submissions open on February 16, you should be prepared to provide some personal information such as your location, email address, and phone number. This info will be used to contact you if your submission makes it to the top 200.

Step 2:

About your cause

We'll also need details about how the \$25,000 grant would be used to help your cause. Remember, this is only a guide to help you collect all your info. You will still need to enter this information into the website once submissions open.

NOTE: There are character limits, so please be concise!

What's the name of your cause?

(50 characters including spaces)

Mission statement

(100 characters including spaces)

How much does the cause focus on an unmet need in this community?

(1,000 characters including spaces)

Why do you feel the \$25,000 would address the unmet need?

(1,000 characters including spaces)

How much of a lasting impact on this community would the grant have?

(1,000 characters including spaces)

Step 3:

Photos

Once submissions open, you'll be asked to include one to three pictures that bring your cause to life. These can include photos of the community you'll help, the services that the grant would help provide or even the location of your cause. Remember, a picture is worth a thousand words!

We'll use your images to populate the galleries of the top 200 finalists and the top 100 winning causes. They will not affect your chances of getting into the top 200.

Do's and Don'ts

- Upload photos that illustrate your community's need and how your solution will help.
- Act natural! We're looking for candid, real-life moments that celebrate your cause.
- Photos should be horizontal and in one of the following formats: JPG, JPEG or PNG.
- Make sure any friends or family members grant permission for their likeness to be published on our site and/or social channels.
- DON'T capture shots in dark lighting. We want to be able to see you!
- DON'T wear clothing that shows brand names, logos or copyrighted works by others. This includes artwork or photos in the background. We won't be able to show this due to copyright or trademark issues.
- DON'T upload blurry photos. Photos should be 1200x675 pixels and under 5MB.

Photo inspirations

Still not sure what photos to include with your submission? Here's some inspiration to get your wheels turning.



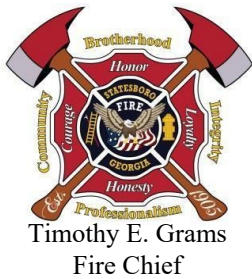
Step 4:

Enter

Starting at **1:00:00 p.m. ET on February 16, 2022**, visit NeighborhoodAssist.com and enter your answers from this guide into the submission form.

NOTE: We're only accepting 4,000 submissions, so submit as early as possible!

Good luck!



Statesboro Fire Department

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



City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 2-10-2022

RE: Submission of Application for the Fire Prevention and Safety Grant (FP&S)

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for FP&S Grant funding for projects outlined below.

Background: In the fall of each year the Federal Government invites fire departments from around the country to submit an application to the Fire Prevention and Safety (FP&S) Grant. The primary goal of the FP&S Grant is to support the projects of local fire departments that enhance the safety of the public and firefighters from fire and related hazards through the awarding of monetary funds to ascertain equipment, training and other resources related to Fire Safety and Prevention. The FP&S Grant is a competitive process and it is the Fire Department's desire to submit an application for the following project in this grant period.

1) Arson Investigation Training- \$25,000.00

- The Statesboro Fire Department intends to utilize grant funding to provide the necessary training and resources required to certify Statesboro Fire Department staff as Fire Investigators. The Statesboro Fire Department conducts a cause and origin determination of all structure fires. The Department currently has only one certified investigator which creates a host of challenges to ensuring cause and origin determinations are completed consistently. The goal of this project is to certify a number of current Fire Department Staff as Arson Investigators to effectively and properly perform cause and origin determinations as well as assist with Fire Investigations when applicable.

Budget Impact: The relevant stipulations of this grant would be a 10% cost share to be paid by the City. This would equate to \$2,500.00 if the Fire Department were awarded the total amount of funding requested. Fire Department Staff believe that this cost can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2021 Fire Prevention and Safety (FP&S) Grant.

RESOLUTION 2022-05: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR ASSISTANCE TO FIREFIGHTERS - FIRE PREVENTION AND SAFETY GRANT FOR THE CITY OF STATESBORO, GEORGIA

THAT WHEREAS, the Federal Emergency Management Agency announced the availability of Fire Safety and Prevention Grant, which may be utilized to aid fire departments with needs associated with fire safety and prevention within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$25,000.00 with a ten percent (10%) cost share requirement.

WHEREAS, this grant allows the expenditures of the grant funds over a twelve (12) month period and is reimbursed to the funded agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 15th day of February, 2022 hereby authorizes the application for the 2021 Fire Prevention and Safety Grant.

BE IT FURTHER RESOLVED that the funding will be through the City of Statesboro Fire Department budget for expenditures from this grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 15th day of February, 2022.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
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Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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STATESBORO, GEORGIA 30459-0348

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: February 9, 2022

RE: Recommendation: Contract Award to Everside Health for an Onsite Employee Health Clinic

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to Everside Health for an onsite employee health clinic in the amount of \$286,123.

Background: In 2021, City staff members and NFP collaborated to prepare a Solicitation for Proposal for an onsite employee health clinic. The proposal was submitted to numerous vendors and placed on the City's purchasing website. The five responding vendors were Everside Health, Premise Health, MCR Health, Statesboro Urgent Care, and Target Care. All vendors were interviewed virtually by two interview teams. Feedback from the interview teams was compiled, references were contacted, and Everside Health was identified as the finalist. On December 16, 2021, Everside Health visited Statesboro and discussed their services with City Administration, Department Heads, and various employees. Everside Health brings a wealth of experience and resources to our city including existing partnerships with municipal governments in Georgia. During conversations, they articulated a comprehensive plan to improve the health and wellness of our employees and their dependents. Lastly, the contract outlines performance guarantees with cost savings in the event the guarantees are not met.

Budget Impact: \$51,123

Council Person and District: All

Attachments: Everside Client Agreement & Cost Proposal

EVERSIDE CLIENT AGREEMENT

This Client Agreement (the “Agreement”) is entered into on this ____ day of _____, 2022 (“Effective Date”) by and between **City of Statesboro** (“Client”), and **Everside Health, LLC**, a Delaware limited liability company (“Everside”). Client and Everside are each individually a “Party” and collectively the “Parties” to this Agreement.

RECITALS

WHEREAS, Everside provides comprehensive primary care medical services to employees via on-site and/or near-site health centers located on Client-owned property;

WHEREAS, Client maintains a health plan for eligible participating members and desires to offer to its members on-site or near-site primary care services;

WHEREAS, Client wishes to offer to its employees the comprehensive primary care medical services offered by Everside; and

WHEREAS, the Parties wish to memorialize their agreement as set forth below.

THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree to the following terms and conditions:

TERMS AND CONDITIONS

1. Definitions. The following terms used in this Agreement are defined as follows:

1.1 “Everside Health Center” means the health and wellness center which is located on Client-owned property, managed by Everside on behalf of Client, and available for use by enrolled Members. The Everside Health Center hereunder shall be located at an address to be mutually agreed upon by the parties.

1.2 “Everside Services” means Everside’s suite of services described in Sections 3.1 and 3.2 of this Agreement.

1.3 “Health Center Opening Date” means the date documented on which Members first have access to an Everside Health Center to be agreed to by the Parties.

1.4 “Confidential Information” means (a) any technical and non-technical information related to either Everside’s business and current, future and proposed products and services of Everside or its existing or proposed affiliates; (b) all intellectual property, discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trademarks, information concerning research, product development or design; (c) business plans or planning, financial information, procurement requirements, engineering and manufacturing information, customer or employee lists and information, business forecasts, sales information, marketing plans and other business information; (d) pricing with respect to any and all of Everside’s Services or products or proposed

Services or products; (e) any personal information provided to Everside, and (f) any information that may be made known to the other and which the other has received that each Party shall be obligated to treat as confidential or proprietary, whether or not marked as confidential.

1.5 “Eligibility File” means a census file to determine Members who are eligible to receive Everside Services.

1.6 “Fees” means all amounts due Everside under this Agreement, including but not limited to those outlined in Article 5 and Exhibits B, D, E, and F.

1.7 “Good Cause” means personal misconduct; a breach of this Agreement by Everside or anyone performing services on Everside’s behalf; the loss of license to practice medicine by the Physician or loss of license/certification by a Medical Team member; or the conviction of a Medical Team member of any crime, other than a summary offense, and concerns regarding a member of the Medical Team asserted by the Client in writing and unresolved by Everside within thirty (30) days, ten (10) days if the matter involves a health or safety issue.

1.8 “Medical Team” means the one (1) part-time (24 hrs/wk) nurse practitioner or physician’s assistant, one (1) part-time medical assistant (24 hrs/wk) contracted to staff the Everside Health Center. Everside shall be responsible for the selecting and hiring members of the Medical Team in accordance with Section 3.4.

1.9 “Members” or “Eligible Members” means the individuals who shall have access to the Everside Health Center as provided in Section 2.2 of this Agreement, as further described in as **Exhibit A**. Eligible Members shall not include any persons who have elected a state or federal healthcare program (e.g., Medicare, Medicaid, Tricare) as primary coverage, but may include Medicare Secondary Payor Beneficiaries.

1.10 “Physician” means a duly licensed physician who is contracted to furnish services and/or provide collaborative or supervisory services which are a component of Everside Services to Members.

1.11 “Provider” means a duly licensed nurse practitioner or physician assistant who is contracted to furnish certain services that are a component of Everside Services to Members.

1.12 “Start-Up Costs” means the total cost associated with the set-up activities and assets.

2. Retention.

2.1 Engagement of Everside. During the term of this Agreement, Client hereby retains Everside as Client’s exclusive provider of on-site membership-based health center, primary care and wellness services, and Everside agrees to make available such services and to provide administrative services.

2.2 Member Enrollment. Members will be eligible to enroll in the Everside Health Center upon the receipt by Everside of an Eligibility File from Client. During the Term of this Agreement and subject to Everside Health Center policies, an enrolled Member will remain

enrolled in the Everside Health Center until Everside receives from Client notice that a Member has disenrolled for any reason and an Eligibility File that does not include such Member's information. Client shall submit to Everside a current census of covered lives by the 7th calendar day of each month, listing those Members as of the 1st calendar day of the same month.

3. Everside Responsibilities.

3.1 Everside Services. Everside shall be responsible for obtaining, providing, or otherwise making available, on its own behalf or through contractors, all of the services provided at the Everside Health Center. Everside shall ensure that Members enrolled in the Everside Health Center have access to the following health and wellness services at the Everside Health Center, which will be open year- round Monday through Friday, with the exception of federal holidays, and staffed by the Medical Team, with planned closure dates as listed in Exhibit I and hours of operation to be agreed upon by the Parties:

- (a) Primary health care services, including non-emergency episodic care and preventive care for all enrolled Members;
- (b) Electronic medical records and a Member portal to view such records;
- (c) Tailored care plans for adult Members;
- (d) Health education for Members;
- (e) Standard On-Site Lab Services described in **Exhibit D**;
- (f) Standard Dispensary Services described in **Exhibit D**;
- (g) Periodic identification of gaps in care, patterns of disease and trends in Member adherence across the Client's eligible population
- (h) Referrals to specialist physicians, as appropriate;
- (i) Member services toll-free scheduling line;
- (j) After-hours call coverage for urgent needs of pre-existing Health Center patients 24/7/365 outside regularly scheduled Health Center hours. Routine calls for medication refills, appointment scheduling, referral information, lab questions or any billing questions will not be addressed by the after-hours call staff. These calls will be handled on the next operating Health Center day. This service is available only to Health Center(s) operating for 40+ diagnosing and treating hours per week (including a 0.5+ FTE NP/PA/MD so long as there is a FT RN) and is subject to termination or repricing should hours fall below this level;
- (k) Client has elected for Everside to render VirtualCare at its Everside Health Center during normally scheduled Health Center hours. Client acknowledges that a provider's scope of practice can be limited by remote care, and referrals of patients will be governed by independent medical professional discretion; and

(l) Any other services as listed in **Exhibit B**, as may be revised from time to time.

3.2 Management Services. Everside shall provide management services necessary and appropriate to operate the Everside Health Center and to provide the Everside Services. Client shall direct any inquiries, comments or concerns about Everside Services to Everside's central management and not directly to members of the Medical Team. Everside's management services shall include:

- (a) Assumption of responsibility for all Everside Services.
- (b) Assumption of responsibility to establish, prepare, maintain and routinely review protocols in the areas of direct clinical responsibilities, in accordance with those standards of practice and guidelines published by national boards and/or other relevant healthcare agencies, which are appropriate in Everside's sole discretion.
- (c) Assumption of responsibility for staffing and scheduling for the Everside Health Center, Everside Services, and Medical Team.
- (d) Assumption of responsibility for all Member communications, outreach, engagement, and appointment scheduling for the Everside Health Center.
- (e) Promotion of cost containment and cost reductions in all areas of responsibility.
- (f) Meeting with the Medical Team on a monthly basis to review clinical and administrative issues.
- (g) Preparing monthly reports on utilization of Everside Services, health coaching goals and outcomes, patient satisfaction scores, and relevant administrative issues. Other reports involving aggregated and population level health status, shall be provided periodically as agreed to by the parties. Custom reports may be available upon request of Client and agreement by Everside at a cost of One Hundred Fifty dollars (\$150.00) per hour. No individually identifiable health information will be included in such reports unless specifically authorized in writing by the subject(s) of such information.
- (h) Supporting Client's efforts at creating an organizational culture for better employee health and wellbeing.
- (i) Reviewing and improving medication selection for clinical effectiveness and efficiency.
- (j) Obtaining and providing the supplies necessary for the provision of Everside Services.
- (k) Ensuring that staffing at the Everside Health Center remains appropriate to meet the needs of Members if and to the extent that total membership at the Everside Health Center changes over time.

(m) Supporting Client's efforts in securing grant funding in support of this Client Agreement by cooperating with a third-party for the identification and assessment of potential grant opportunities to be delivered to Client.

3.3 Physician and Provider Licenses, Certifications, Coverages. Everside shall assure that each Medical Team member maintains an unlimited and unrestricted license or certification, as appropriate, to practice his or her profession in good standing, as necessary to perform the Everside Services. Everside shall also ensure that each Medical Team member has sufficient occurrence-based medical malpractice coverage and has taken all other steps to qualify as a qualified provider as necessary to comply with applicable state law during the term of this Agreement.

(a) Client understands and acknowledges that Everside utilizes a contracted provider group of Physicians and licensed or certified Providers, and it is those Physicians and licensed or certified Providers and not Everside Health, LLC, who will actually perform all diagnostic, treatment, and other clinical services involving the application of medical science to any medical condition.

3.4 Selection and Removal of Everside Physicians and Providers. Everside shall have the sole discretion to engage, retain or remove all Everside Physicians and Providers.

(a) Qualified Applicants. Everside shall recruit physician and provider applicants for the Medical Team who are qualified to provide those Everside Services that are within their respective scope of practice as defined by applicable state law.

(b) Criteria for Engagement of Medical Team Members. Everside shall inform Client of qualified applicants for the health center. The Parties agree that Client shall designate a representative or representatives to meet with and evaluate such applicants. Client may object to the engagement of an individual as an on-site Medical Team Member.

(c) Criteria for Client to Request Removal of an Everside Medical Team Member. If Client provides Everside with a written request to remove an Everside Medical Team Member, specifying Good Cause reason(s) to remove such individual, Everside shall do so within a time frame mutually agreed upon by Everside and Client. The time frame for removal shall not impair the provision of Everside Services unless Everside has determined that the continuing performance of Everside Services by the Medical Team Member raises quality of care concerns or liability or risk management issues, in which case the Medical Team Member shall be removed immediately. If Medical Team Member is otherwise disruptive to the operations of Client, Everside shall meet with Client to discuss such issues in good faith.

3.5 Selection, Maintenance, and Utilization of Equipment. Except as provided in this Section, Everside shall consult with Client and shall select for purchase by Client all equipment, furniture, and supplies reasonably necessary for establishing and operating the Everside Health Center. Everside will make reasonable recommendations to Client about the need for repairs and replacement of equipment, furniture and supplies, as appropriate.

(a) Data-Creating and Data-Hosting Equipment. With respect to computers and other data-creating and data-hosting equipment, Everside shall be responsible for selecting,

obtaining, maintaining, and replacing all computers (hardware and software), printers, scanners, facsimile machines, cellular phones, and other such equipment (hereinafter “Technology”) necessary for Everside to provide Everside Services at the Everside Health Center. The initial cost of Technology shall be a Start-Up Cost.

3.6 Medical Records. Everside shall cause Everside Physicians and Providers to maintain medical records in accordance with professional standards and applicable state and federal laws, including the HIPAA Privacy and Security Rule. Everside shall have ownership and control of such medical records and under no circumstances shall Client have access to any medical record without the direct written authorization of the subject of such record. At all times, the use or disclosure of protected health information shall be subject to all applicable statutes and regulations relating to the privacy and security of confidentiality of patient records, including HIPAA and applicable state laws. Everside and Client agree to the BAA attached as **Exhibit C** for purposes of providing information to and from Client and other related plan vendors for purposes of the plan’s payment and operations, as permitted by HIPAA.

3.7 Billing for Services. Everside shall have the exclusive responsibility for the billing and collection of all appropriate charges, if any, to Members for Everside Services.

3.8 Confidentiality. Everside shall not disclose any privileged or Confidential Information which it either obtains or learns as a result of this Agreement. Without limiting the generality of the foregoing, Everside, as well as its principals, officer, employees, contractors, agents or assigns, shall maintain the confidentiality of any information defined as “Confidential Information” as well as any medical records, personal information, business or financial records, or matters of business practice of the other to which either shall have access or knowledge. This Section 3.8 shall survive the termination of this Agreement.

3.9 Signage and Branding. Everside shall design the signage displayed at each Everside Health Center and arrange in collaboration with Client for the production of such signs. Everside shall invoice Client for the reasonable costs of designing and producing the signage. Unless otherwise mutually agreed by the Parties, signage and all other branding requested, developed, or approved by either Party shall refer to the Everside Health Center as the “**City of Statesboro Everside Health Center.**”

3.10 Maintenance and Repair of Facility Services and Utilities. Everside shall arrange for certain Routine Operational Maintenance Services (defined in **Exhibit F**) necessary to permit the services to be available at each Everside Health Center. Client will be responsible for the costs of such services. In the event that any non-routine maintenance or repair related to these services or any utility services at each Everside Health Center becomes necessary, Everside shall notify the Client in writing of the necessary non-routine maintenance or repair and if the Client is unable to complete the non-routine maintenance or repair, then Everside will arrange for such maintenance or repair and submit an invoice to Client for the expense(s) incurred.

3.11 Staff Training. Everside shall ensure that each member of the Medical Team receives training consistent with the terms of this Section 3.11. For any training that occurs after the Health Center Opening Date, Everside will provide Client with advance notice that the Medical Team will not be available on the specified day(s) to provide Everside Services at the Everside Health Center.

(a) **Initial Training.** Each member of the Medical Team will receive at least ten days of training before the end of his/her first year providing services at the Everside Health Center. Whenever practicable, Everside will arrange for this training to be completed before the Health Center Opening Date.

(b) **Ongoing Training.** After the first one-year period following the Health Center Opening Date, the Medical Team will receive approximately five days of training per year. Everside shall provide advance notice to Client for any days that an Everside Health Center will be closed for training.

3.12 **General Liability and Workers Compensation.** Everside shall maintain the following insurances in amounts that are appropriate to businesses which are similar in size or services to Everside in the states in which an Everside Health Center established hereunder is located:

(a) Worker's compensation insurance as required under applicable federal and state law, covering employer's liability and third-party actions against Everside arising out of operations under this Agreement.

(b) Standard comprehensive general liability insurance.

(c) Professional liability insurance.

4. Client Responsibilities.

4.1

(a) **Health Center Facility Space, Construction, and Maintenance.** Client shall be responsible for providing, constructing, and maintaining a space for the Everside Health Center that is suitable as medical office space and has the features described in **Exhibit E** or that the parties have otherwise agreed to regarding suitability. Client shall, upon the prior approval of Everside, select such space or location for the health center facility. Client shall be solely responsible for the costs required for or stemming from the construction, renovation, and/or repair of such facility and surrounding grounds, as applicable ("Build-Out Costs"). These Build-Out Costs if applicable, may include, without limitation, real estate broker fees, permits and/or licenses, architect and design services, insurance, taxes, occupancy fees, rent and deposits.

(b) **Building Services.** Client or its designee shall ensure that the building services outlined in **Exhibit E**, other than those for which Everside assumes responsibility for in Sections 1 and 2 of Exhibit E, are available at the Everside Health Center. Client shall maintain and repair, as necessary, the wiring, cabling, plumbing, and all other infrastructure required to make available such necessary building services. Client is also responsible for the costs of maintenance services arranged for by Everside and described in **Exhibit F**, except those for which Everside assumes responsibility in Sections 1 and 2 of Exhibit F.

4.2 **Furniture, Fixtures, and Equipment.** Client shall purchase, provide, and maintain, based on Everside's recommendations, or reimburse Everside for, as appropriate, all necessary equipment, furniture, fixtures, and supplies listed in Exhibits E and F. All such items shall be the property of Client except for the data-creating and data-hosting equipment described in Section 3.5(a) which shall be retained by Everside. Client shall act in good faith upon any reasonable recommendation by Everside for equipment repair or replacement.

4.3 Confidentiality. Client shall not disclose any privileged or Confidential Information which it either obtains or learns as a result of this Agreement. Without limiting the generality of the foregoing, Client, as well as Client's principals, officers, employees, contractors, agents or assigns, shall maintain the confidentiality of any information defined as "Confidential Information" as well as any business or financial records, matters of practice of the other to which either shall have access or knowledge unless required to do so by law. This Section 4.3 shall survive the termination of this Agreement.

4.4 Access to Premises. During the term of this Agreement, Client shall permit Everside personnel to access the Health Center premises as reasonably necessary to access the Everside Health Center and utilize Everside Services at the Everside Health Center. Client shall have prompt and appropriate access to the Everside Health Center except as necessary to comply with legitimate patient privacy and security interests.

4.5 Health Plan Responsibilities. Client agrees to assume full responsibility for the integration of the Everside Health Center into Client's health plan and associated documents and to make all amendments, disclosures and reports required by state or federal law.

4.6 General Liability and Workers Compensation. Client shall maintain the following insurances in amounts that are appropriate to businesses or other organizations which are similar in size or services to Client:

- (a) Applicable Federal and State Worker's compensation acts, covering employer's liability and third-party actions against Everside arising out of operations under this Agreement.
- (b) Standard comprehensive general liability insurance.
- (c) General property casualty insurance on the Health Center, premises and its contents, in amounts consistent with similarly situated health centers.

4.7 Eligibility. Client shall be responsible for determining eligibility to receive Everside Services. In the absence of an agreement by the Parties to the contrary, Client shall ensure that an Eligibility File is transferred to Everside on a weekly basis. The Parties agree that Client may provide Everside with updates to an Eligibility File on a more frequent basis; provided however that Client shall be billed for a full month regardless of when a Member becomes eligible to receive Everside Services. Client shall provide an initial Eligibility File to Everside at least 45 days prior to the Health Center Opening Date. Client shall be responsible for ensuring that Eligible Members are not enrolled in a state or federal healthcare program (e.g., Medicare, Medicaid) as their primary coverage.

4.8 Data and Communication

a) Eligibility Mechanism:

- i. Member eligibility shall be determined through the use of the eligibility census files for Client's adult and child populations.
- ii. Client will provide Everside eligibility files for the adult and minor populations of its employees within 30 days of this Agreement being entered into, and then on-

- going weekly eligibility files.
- iii. Eligibility files must include Social Security Numbers in addition to other data.
- iv. Not providing timely and complete data, including Social Security Numbers, may result in reduced Patient engagement and impaired billing procedures.
- b) Data Access: Client shall, at its sole expense, provide the following data access:
 - i. Access to at least 3 years of prior (historic) medical and pharmacy claims experience data and corresponding eligibility data.
 - ii. Access to monthly data feeds of medical and pharmacy claims experience data and corresponding eligibility data throughout the term of the Agreement.
- c) Communications:
 - i. Client shall provide the home mailing address, email address, and phone numbers for all of Client's adult Eligible Members. In the event that Client does not provide email addresses for at least 90% Eligible Members ages 18 and older, then Client shall be responsible for additional direct mail marketing costs.
 - ii. Client shall implement Everside's marketing campaign process, which delivers a time-based series of communications shown to maximize engagement of Eligible Members. The marketing campaign process allows for customization within a prescribed set of parameters. In the event that Client requires additional customization outside of those parameters, then Client shall be responsible for additional marketing costs.
 - iii. Client shall educate Eligible Members about the Everside Health benefit through the benefits enrollment process (new hire and annual renewal).
 - iv. To reduce disruption to the communication Client must adhere to the Technology Compatibility Requirements of Everside (attached as **Exhibit G**).
 - v. Patients can manage their communication preferences, including opting out of various communications, directly with Everside.

5. Financial Arrangement.

5.1 Financial Overview. In consideration of Everside's responsibilities under this Agreement, Client shall pay to Everside the Fees described in Article 5 of this Agreement during the Initial Term and any Renewal Terms.

5.2 Start-Up Costs. Client agrees to pay Everside **\$681.06 per month for the first sixty (60) months of the Term** to cover the below-mentioned fixed costs of implementation. If this Agreement should terminate for any reason prior to the end of the sixtieth month of the Term, then all outstanding fees under this paragraph shall be immediately accelerated and Client shall immediately pay Everside all unpaid implementation fees with no right of offset. Additionally, Client shall reimburse Everside at pass-through for all such start-up items Everside advises for the proper setup and administration of the Everside Health Center as fall within the "pass-through" categories listed in the chart below:

	Pass-Through/Fixed
Staff Salaries for Onboarding Training	Pass-Through

Medical Supplies – Initial Stock	Pass-Through
Pharmaceuticals (if applicable) – Initial Stock	Pass-Through
Immunizations – Initial Stock	Pass-Through
General Furnishings	Pass-Through
Medical Equipment – Initial Stock	Pass-Through
Signing Bonuses	Pass-Through
Soft and Hard IT	Fixed
Marketing & Communications	Fixed
Recruiting and Training Teams	Fixed
Implementation Fee	Fixed
Implementation Travel Expense	Pass-Through

5.3 Fixed Fees.

(i) *Ongoing Operations.* Client shall pay Everside the following fees each month to cover the cost to support effective on-going operation of the program. Each of these fees shall automatically increase each year by three percent (3%) upon the annual anniversary of the first of the month corresponding with the opening of the Everside Health Center to the Members.

	Monthly Fee
Soft Technology	\$1,119.33
Claims Submission Verification	\$123.08
Marketing & Communications	\$174.58
Management Fee*	\$12,080.25

**To the extent any guarantees are offered, any reference to a “Management Fee” at risk shall refer to the Management Fee in the final line directly above, only.*

Client shall also pay Everside \$3,000.00 upon each successive third annual anniversary of January 1st to cover the cost to replace staff computers.

(ii) *Additional Fixed Costs - Everside Health Center Staffing Rates.*

1. Monthly Salary. Client shall pay Everside the following rates per month to staff the Everside Health Center for the contracted hours. Such rates shall at all times reflect the individual’s actual annualized salary divided by 12. Each of these fees shall

automatically increase by three and a half percent (3.5%) each year upon the annual anniversary of the first of the month corresponding with the opening of the Everside Health Center to the Members.

Position	Monthly Rate	Hours/Wk
Nurse Practitioner	\$5,929.04	24
Medical Assistant	\$1,973.92	24

2. Additional Staffing Fees. Client shall pay Everside the following fees on a monthly basis to support the Everside Health Center staff. Each of these fees shall automatically increase by three and half percent (3.5%) each year upon the annual anniversary of the first of the month corresponding with the opening of the Everside Health Center to the Members, except “Staff Insurance” shall increase by eight percent (8%) annually to approximate standard market increases.

	Monthly Rate
Payroll Taxes	\$750.75
Employee Benefits	\$2,360.00
Ongoing Staff Training	\$147.50
Staff Insurance	\$188.25
Supervising MD	\$520.00
Supervising Pharmacist	\$600.00
Fill-In Coverage	\$833.34
Shared Everside Health Center Management	\$277.67
Ongoing Recruiting Costs	\$126.67
Scheduling Line	\$92.25
TOTAL	\$5,896.43

The rates listed above in Section 5.3(ii)(1) and “Payroll Taxes” and “Supervising MD” of Section 5.3(ii)(2) are subject to revision without advance approval should any position ultimately be filled with an individual approved by each of Everside and Client who demands more or less than the salary assumptions behind the position pricing. Salary and payroll tax revisions will be commensurate with the reduced or increased salary demands and tax burdens. Client will be notified in writing of any rate changes. Any changes after Everside Health Center opening or staffing a new position (which billing shall apply in full as of the first of the month, per subsection iii below) shall be effective the first of the month preceding the change if the change occurs before the 15th of the month and the first of the month following the change if the change occurs on or after the 15th of a month. Client and Everside each

acknowledge that some weeks may vary in the hours worked for a number of reasons. Client shall bear the risk of variations except as stated under this subsection (iii), and Everside shall carry the risk for occasional and incidental overtime expenses. However, should Everside determine that proper operation of the Everside Health Center regularly demand more hours, Client shall be responsible for paying Everside for all overtime at passthrough or the parties will negotiate regarding the addition of and rates for additional staff.

(iii) In the event the Everside Health Center opening is postponed by Client after a qualified candidate has been presented, Client shall pay all Fixed Costs from the originally scheduled Everside Health Center opening date as previously determined. Monthly Fixed Costs are not pro-rated and are due in full for any month in which a Everside Health Center is open at least one day. All Fixed Costs will be due and payable to Everside unless a Everside Health Center is closed for more than two consecutive months without any fault on Client's part, in which case Client's sole remedy will be to have the Fixed Costs suspended until the Everside Health Center is reopened (if multiple Everside Health Centers are covered under this Agreement, only a prorated portion of the fees as reasonably determined by Everside will be suspended).

(iv) Fixed costs are subject to change should the hours of operation, staffing, or scope of services change. Except as otherwise provided herein, such changes are subject to written agreement between the parties.

(v) The Management Fee shall be adjusted as set forth in Exhibit H based on the Performance Guarantees set forth therein. Client may receive a fee credit to be applied to future invoices or a refund as a result of the Performance Guarantees.

5.4 Variable Fees. Client will be responsible to pay Everside for costs incurred as provided under **Exhibits B, D, E, and F.**

5.5 Payment of Fees. Client shall pay the Fees on a monthly basis, with payment occurring within 30 days of invoicing. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client within one hundred eighty (180) days of the date of the invoice, Client irrevocably waives its right to later dispute such invoice. Everside agrees to accept payment from Client via ACH payment and to provide all information required by Client to set up ACH payments.

(a) Late Payments. Any amounts due to Everside under this Article V that are not paid by the due date will be assessed a late fee of 1.25% per month that the amount remains unpaid.

5.6 Physician and Provider Transition Costs. In the event that a Physician or Provider is terminated for Good Cause or a Physician or Provider voluntarily terminates his/her employment at any point during his/her tenure, then Everside will assume 100% of the cost of obtaining interim professional services, recruiting a new physician/provider, and training a Physician or Provider consistent with Section 3.11 of this Agreement (collectively, the "Transition Costs"). If an Everside Physician or Provider is terminated without Good Cause during or after the Initial Term and upon the sole request of Client, then Client shall pay to Everside the sum of the Transition

Costs and the cost of the Physician's or Provider's severance, such sum not to exceed 90 days' salary of the terminated/terminating Physician/Provider.

6. Term and Termination of Agreement.

6.1 Term. This Agreement shall be effective on the Effective Date and continue for a period of ~~three-one~~ (31) years beyond the date Members have initial access to the Everside Health Center (the "Initial Term"). The Agreement shall automatically extend for additional one (1) year periods (each a "Renewal Term") unless either Party provides written notice not less than ninety (90) days prior to the end of the then current term.

6.2 Termination. Notwithstanding the terms of Section 6.1, this Agreement shall be sooner terminated on the first to occur of the following:

(a) **By Mutual Agreement.** In the event Client and Everside shall mutually agree in writing, this Agreement shall be terminated on the terms and date stipulated therein.

(b) **For Breach.** In the event either Party shall give notice to the other that such other Party has substantially defaulted in the performance of a material obligation under this Agreement and such default has not have been cured within 60 days following the giving of such notice, the Party who gave notice shall have the right to immediately terminate this Agreement.

(c) **For Bankruptcy, Insolvency or Assignment for the Benefit of Creditors.** In the event either Party files for bankruptcy, is declared insolvent or makes an assignment for the benefit of creditors, the other may immediately terminate this Agreement upon written notice.

(d) **For Criminal Activity.** In the event that a Party is indicted for a felony or a crime involving medical billing fraud or moral turpitude, the other may terminate this Agreement immediately.

(e) **For Interference.** In the event that Client engages in or conducts ongoing or multiple instances of Interference (defined below), Everside may terminate this Agreement as provided under this Section 6.2(e). "Interference" includes:

(i) Actions or conduct that materially disrupt the delivery of Services or the operations of the Medical Team;

(ii) Demands upon the Physicians, Providers, or Everside, to deliver treatments, services, goods, or information that would be prohibited under applicable federal or state law and/or generally accepted standards of medical practice;

(iii) Actions that substantially threaten the confidentiality of any member's personal health information or the privacy or security of health data; and/or

(iv) Actions or conduct that would significantly impair the ability of the Physicians, Providers, or Everside to provide medical care and related services within appropriate medical and professional standards

(v) After or during the first occurrence of Interference, if any, Everside shall provide with written warning of the interfering action or behavior. If the Interference continues after the receipt of such warning by Client, Everside may terminate this Agreement by providing Client with ninety (90) days prior written notice.

(f) For Failure to Launch. In the event that Everside is unable, due solely to delays on the part of Client, to initiate the Everside Services contemplated herein by August 1, 2022, Everside may terminate this Agreement and Client will reimburse Everside for all Costs actually and necessarily expended on behalf of Client, not to exceed the Start-Up Costs. Client may retain all of the equipment and supplies and all other components of the business obtained using Start-Up Costs.

6.3 Effects of Termination. Upon expiration of this Agreement in accordance with Section 6.1 of this Agreement, neither Party shall have any further obligation hereunder except for (i) obligations occurring prior to the date of termination, (ii) obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, and (iii) professional obligations of Everside Medical Team Member to transfer Member care to new providers designated by such Members.

6.4 Fees Due on Date of Termination. Any non-disputed Fees accruing to Everside through the date of termination shall be paid by Client on or before the date of Termination. Everside shall provide Client with at least thirty (3) days advance notice of any fees due under this Section 6.4.

7. Miscellaneous.

7.1 Everside Indemnification. Everside shall defend, indemnify and hold harmless Client, its subsidiaries and affiliates and each of their respective officers, directors, employees and agents (“Client Indemnified Parties”) from and against any direct financial losses, including reasonable attorneys’ fees, incurred by any Client Indemnified Party, to the extent arising out of or relating to (a) Everside’s negligence or breach of its obligations set forth in this Agreement or (b) Everside’s application of its policies in accordance with Section 2.2 of this Agreement.

7.2 Client Indemnification. Client will defend, indemnify and hold harmless Everside, its subsidiaries and affiliates and each of their officers, directors, members, managers, employees and agents (“Everside Indemnified Parties”) from and against any losses, including reasonable attorneys’ fees, incurred by any Everside Indemnified Party, to the extent arising out of or relating to Client’s negligence or breach of its obligations set forth in this Agreement.

7.3 Status of the Parties. It is expressly acknowledged by the Parties hereto that Everside and Client are “independent contractors” and nothing in this Agreement is intended nor shall be construed to create a partnership, joint venture relationship, or a lease or landlord-tenant relationship between Client and Everside, or to allow Client to exercise control or direction over the manner or method by which Everside, Everside Physicians or Everside Providers, provide the Everside Services which are the subject matter of this Agreement.

7.4 Tax Status. The Parties agree that each shall be responsible for its own tax liabilities and specifically that (i) Everside employees, Physicians and Providers will not be treated as

employees of Client for state or Federal tax purposes, (ii) Client will not withhold on behalf of Everside, or its Everside employees, Physicians and Providers, any sums for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body relating to Everside Services, or make available to Everside, its Everside employees, Physicians and Providers any of the benefits afforded to the employees of Client, and (iii) all such payments, withholdings and benefits, if any, are the sole responsibility of Everside, Everside employees, Physicians and Providers, as appropriate.

7.5 Compliance with Laws. Each Party shall be solely responsible for compliance with all applicable state and federal laws pertaining to the subject matter of this Agreement.

7.6 Everside Representative. Except as may be herein more specifically provided, Everside shall act with respect to all matters hereunder through Christopher Miller or his designee.

7.7 Notices.

(a) Any and all notices, requests, payments, demands and other communications, required or permitted hereunder shall be given to the respective parties in writing, either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to Everside on behalf of both Everside or Client, as the case may be, as follows:

If to Everside	Everside Health, LLC 1400 Wewatta Street, Suite 350 Denver, CO 80202 Attn: CEO and General Counsel
----------------	---

If to Client:	_____

	Attn:

Or at such other address(es), and to such other person(s) as either Party may from time-to-time designate by notice given as herein provided.

(b) Notices shall be deemed effective immediately if personally delivered, or seventy-two (72) hours after deposit in the United States mail if sent by certified or registered mail.

7.8 Governing Law. This Agreement has been executed and delivered and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Colorado.

7.9 Use of Client Name. Client grants Everside the right to use the name of Client on all advertising and marketing by Everside. At the reasonable request of Everside, Client agrees to be a positive reference for prospective Everside clients.

7.10 Assignment. Neither Party shall assign any rights or delegate any duties under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing,

Everside may assign this Agreement to a subsidiary or to an affiliated entity under common control without Client's consent.

7.11 Waiver of Breach. The waiver by either Party of a breach or a violation of any portion of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

7.12 Enforcement. In the event either Party resorts to legal action to enforce the terms and provisions of this Agreement, the prevailing Party shall be entitled to recover the cost of such action so incurred including, without limitation, reasonable attorney's fees.

7.13 Gender and Number. Whenever the context requires, the gender of all words shall include the masculine and feminine, and the number of all words shall include the singular and plural.

7.14 Additional Assurance. The provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties, except as may be herein specifically to the contrary, provided, however, each Party shall, at the request of the other, execute such additional instruments and take such additional actions as may be necessary to effectuate this Agreement.

7.15 Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees or any similar or dissimilar cause beyond the reasonable control of either Party.

7.16 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and, in fact, add enforceability according to its terms.

7.17 Article and Other Headings. The articles and other headings contained in this Agreement are for reference purposes only and shall not affect, in any way, the meaning or interpretation of this Agreement.

7.18 Amendments and Agreement Execution. This Agreement and any amendments hereto shall be in writing and executed in multiple copies on behalf of Client by any official of specifically authorized by Client with respect to such execution and on behalf of Everside by Christopher Miller or his designee. Each multiple copy shall be deemed an original but all multiple copies together shall constitute one and the same instrument.

7.19 Entire Agreement. This Agreement supersedes all previous contracts and constitutes the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those specified herein. No oral statements or prior written material, not specifically incorporated herein, shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein. Both Parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and covenants contained in this Agreement and no others.

7.20 Nondisclosure, Non-Solicitation and Nonuse Obligations. Client, inclusive of its officers, directors, employees, contractors and Members, and Everside will not use for its respective purposes or for the benefit of any third-party, disseminate or in any way disclose, Confidential Information of the other to any person, firm or business, except to the extent necessary for the purpose described in this Agreement and as required by law. Client and Everside will treat all Confidential Information with the same degree of care as each accord to its own confidential information, but in no case less than reasonable care. Client and Everside will disclose Confidential Information only to those of their respective officers, employees, contractors or agents who have a need to know such information to assist Client or Everside, as appropriate, with respect to the Agreement. Each Party will immediately give notice to the other of any unauthorized use or disclosure of Confidential Information. Client and Everside will assist each other in remedying any such unauthorized use or disclosure of Confidential Information.

(a) The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided hereunder. The Receiving Party shall disclose Confidential Information received by it under this Agreement only to persons within its organization who have a need to know such Confidential Information in the course of the performance of their duties and who are bound by a written agreement, enforceable by the Disclosing Party, to protect the confidentiality of such Confidential Information. The Receiving Party shall adopt and maintain programs and procedures which are reasonably calculated to protect the confidentiality of Confidential Information and shall be responsible to the Disclosing Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. The Receiving Party will immediately report to the Disclosing Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the Disclosing Party to prevent, control or remedy any such violation.

(b) The restrictions set forth in this Section 7.20 shall not apply to Confidential Information that (a) is or becomes public knowledge (through no fault of the Receiving Party), (b) is received by the Receiving Party from a third-party on a non-confidential basis, provided that the source of such information is not bound by a confidentiality agreement or other contractual, legal, or fiduciary obligation of confidentiality with respect to such information, (c) is in the Receiving Party's possession before the time of disclosure by the Disclosing Party and was not acquired, directly or indirectly, from the Disclosing Party, (d) is developed by the Receiving Party, provided, however, the Receiving Party provides prior written notice of such required disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid or minimize the extent of such disclosure.

(c) Each Party agrees not to directly or indirectly solicit the services of and not to employ (in any form, including, but not limited to, as an employee, independent contractor or as a consultant) (without prior written consent of the other Party) any employee of the other Party who participates in any manner in the activities that are the subject of this Agreement during the Term and for a period of twelve (12) months thereafter. In the event that Client violates this subsection with respect to a member of the Medical Team, Client agrees to pay to Everside a fee equal to four (4) times the amount of the annual compensation (salary plus bonus), or annual consideration received by such personnel at the time his or her employment or engagement with Everside terminates.

(d) This Agreement shall apply to all Confidential Information disclosed for a period of three years from the Termination Date and may be enforced in a court of competent jurisdiction.

7.21 Dispute Resolution and Arbitration.

(a) The Parties shall make a good faith effort to resolve any disputes that may arise in furtherance of this Agreement. If the parties are unable to resolve the dispute through informal discussions, either Party may submit a written complaint to the other Party describing and proposing a manner of resolving that dispute. The Party receiving that complaint shall respond by accepting, rejecting, or modifying that proposal, in writing, within twenty (20) days of the date that it receives the complaint. If a resolution is not reached upon such response being provided to the other Party, then either Party may move forward with arbitration-litigation as set forth below.

(b) Any dispute not resolved as set forth above shall be subject to litigation in courts of Bulloch County. Both Parties agree to waive the right to trial by jury in any such proceeding arising out of, under, in connection with, or relating to the execution, interpretation, performance, or non-performance of this Agreement (including the validity, scope and enforceability of this provision) shall be settled by binding arbitration. The Parties shall submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Initially the costs associated with the arbitration, including the arbitrator, shall be borne by the parties equally. One (1) arbitrator shall be utilized for the arbitration and mutually chosen by the Parties. If the Parties cannot agree on an arbitrator, then each Party shall select an arbitrator and those two arbitrators shall select a third. The third arbitrator shall alone hear the dispute and conduct the arbitration. The costs and fees associated with each Party's chosen arbitrator selecting the third arbitrator shall be the sole responsibility of each respective Party. Each of the Parties shall cooperate with the arbitrator and shall provide him or her with all information in their possession or under their control necessary or relevant to the matter being determined. The Parties shall use their best efforts to cause any arbitration hearing that may be held hereunder to be completed as quickly as practicable, and if possible, within one (1) day. The arbitrator shall be required to make his or her award as soon as possible and if at all practicable, within fourteen (14) days after the conclusion of the arbitration hearing. Disputes involving more than two (2) Parties shall be settled by one arbitration. The arbitrator may determine all questions of law and jurisdiction including questions as to whether the dispute is arbitrable. The arbitrator has the right to award interim damages, and shall have the discretion, but is not required, to enter an award of costs including reasonable attorney fees, interest and costs of the arbitration including the arbitrator's fees.

(c) Notwithstanding the provisions above, either Party shall be entitled to apply to a court for injunctive or other equitable relief in any case involving a breach or alleged breach by the other Party of any obligations set out in this Agreement relating to the use, protection or confidentiality of any proprietary or confidential information or a breach of the exclusivity clause. The Parties agree that the Party seeking such injunctive or other equitable relief or a breach of the exclusivity clause shall not be required to post a bond or other security.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first written above.

Everside Health, LLC

City of Statesboro

By: _____
Name: Heather Dixon
Title: CFO

By: _____
Name: _____
Title: _____

EXHIBIT A MEMBER ELIGIBILITY

Members. The following individuals may have access to the Everside Health Center as provided in Section 2.2 of this Agreement:

1. Client's current employees and retirees (regardless of whether they are participating in Client's Health Plan) as of the month of the relevant census who are eligible for and participating in Client's Health Plan, as well as the eligible dependents (ages 2 to 26), spouses, or others participating in Client's Health Plan through those ~~participating~~ employees and retirees.

EXHIBIT B

Optional Additional Services

1. At Client's request, Everside may provide the following additional services. Such services are subject to additional fees and terms and conditions. Everside shall have the sole discretion to remove, replace, add, or otherwise make changes to this **Exhibit B** at any time.

- a. Adult Vaccinations (including flu shots)
- b. Occupational Health Services
 - a. DOT exams
 - b. Vision exams (limited)
 - c. Drug/alcohol Screening
 - d. Pre-employment physical exams
 - e. Pre-employment drug screenings
- c. Covid-19 Testing Services
- d. VirtualCare
- e. Covid-19 Remote Monitoring for Return-to-Work

EXHIBIT C

Business Associate Agreement

This Business Associate Agreement (hereinafter “BAA”) is made and entered into by and between the Everside Single Affiliated Covered Entity (“Business Associate”) and the City of Statesboro (“Client”).

RECITALS

WHEREAS, the Client and Business Associate are obliged to comply with certain requirements set forth in the Standards for Privacy of Individually Identifiable Health Information under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including the 2013 HIPAA Omnibus Rule: Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the Genetic Information Nondiscrimination Act (“GINA”); (collectively referred to as “HIPAA”); and

WHEREAS, Business Associate and Client have entered into, or intend to enter into, a Clinic Management Services Agreement (“Agreement”) pursuant to which Business Associate establishes and manages an employer based health and welfare clinic (the “Clinic”) for the benefit of Client’s employees and/or other members or beneficiaries; and

WHEREAS, Business Associate contracts with health care providers to provide services at the Clinic and has business associate agreements with such providers; and

WHEREAS, in the course of managing the Clinic, Business Associate may receive, host, use and transmit Protected Health Information (“PHI”); and

WHEREAS, the Client anticipates that it may disclose PHI to Business Associate; and

WHEREAS, this BAA sets forth the terms and conditions pursuant to which PHI will be handled between the Business Associate and the Client and with third parties during the term of this BAA and thereafter.

NOW, THEREFORE, in consideration of the mutual promises below, and the exchange of PHI contemplated by this BAA, Business Associate and Client agree as follows:

1. Definitions
 - a. Breach shall have the meaning given to such term in 45 CFR §164.402.
 - b. Business Associate shall have the meaning given to such term in 45 C.F.R. §160.103.
 - c. Covered Entity shall have the meaning given to such term in 45 C.F.R. § 160.103.

- d. Designated Record Set shall have the meaning given to such term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 164.581.
- e. Disclose or Disclosure shall have the meaning given those terms in 45 C.F.R. §160.103.
- f. Electronic Health Record shall have the same meaning as the term “electronic protected health information” in the American Recovery and Reinvestment Act of 2009, §13400(5).
- g. Electronic Protected Health Information shall have the meaning given such term in 45 CFR §160.103.
- h. Genetic Information shall have the meaning given to such term in 45 CFR §160.103.
- i. Health Care Operations shall have the meaning given to such term under the Privacy and Security Rule, including 45 C.F.R. § 164.581.
- j. Health Care Provider shall have the meaning given such term in 45 C.F.R. §160.103.
- k. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended, and related HIPAA regulations at 45 C.F.R. §§ 160-164.
- l. Individual shall have the meaning given to the term under the Privacy and Security Rule, including, but not limited to, 45 C.F.R. § 160.103. It shall also include a person who qualifies as a personal representative in accordance with 45 C.F.R. §164.582(g).
- m. Payment shall have the meaning given such term in 45 C.F.R. § 164.581.
- n. Privacy and Security Rule shall mean the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information that are codified at 45 C.F.R. parts 160 and 164, subparts A, C, and E.
- o. Protected Health Information or PHI shall have the meaning given such term under the Privacy and Security Rule in 45 C.F.R. §160.103. It shall include any information created or received by Business Associate from or on behalf of Client.
- p. Required By Law shall have the meaning given to the term under the Privacy or Security Rule.
- q. Security Incident shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system as provided in 45 C.F.R. § 164.304.
- r. Subcontractor shall have the meaning given to the term under 45 CFR §160.103.
- s. Unsecured PHI shall have the meaning given to such term under the Privacy and Security Regulations at 45 C.F.R. §164.402. Specifically, unsecured PHI shall mean PHI that is not

secured by a technology standard approved by the Secretary of HHS that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals.

2. Obligations of Business Associate

a. Permitted Uses. Business Associate shall not use or disclose PHI except for the purpose of performing Business Associate's obligations under the Agreement or as Required by Law or authorized by the Individual who is the subject of the PHI.

b. Permitted Disclosures. Business Associate may disclose PHI for the purpose of performing Business Associate's obligations under the Agreement and BAA. So long as such use or disclosure does not violate the Privacy and Security Rule, the Agreement, or this BAA, Business Associate may use PHI (a) as is necessary for the proper management and administration of Business Associate's organization, or (b) to carry out the legal responsibilities of Everside, and (c) to fulfill its responsibilities under the Agreement. If Business Associate discloses PHI to a third-party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third-party that such PHI will be held confidential as provided pursuant to this BAA and only disclosed as Required by Law or for the purposes for which it was disclosed to such third-party, and (ii) a written agreement from such third-party to immediately notify Everside of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

c. Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Everside shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent or authorization of the Individual; however, this prohibition shall not affect payment by Client to Everside for services pursuant to the Agreement. Business Associate shall not use or disclose Genetic Information for underwriting purposes in violation of HIPAA.

d. Appropriate Safeguards. Business Associate shall develop, implement, maintain, and use appropriate safeguards as are necessary to prevent the use or disclosure of the PHI other than as permitted by the Agreement or this BAA, and to implement administrative, physical and technical safeguards as required by the Privacy and Security Rule in order to protect the confidentiality, integrity, and availability of PHI that Everside creates, receives, maintains, or transmits, to the same extent as if Everside were a client.

e. Business Associate's Agents. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI, agree, in writing, to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. **Designated Record Set.** If Business Associate maintains a designated record set on behalf of Client, Everside shall make such information available to Client for inspection and copying within thirty (30) days of a request by Client to enable Client to fulfill its obligations under the Privacy and Security Rule. If Business Associate maintains an Electronic Health Record on behalf of Client, Business Associate shall provide such information in electronic format to enable Client to fulfill its obligations under HIPAA. Likewise, within thirty (30) days of receipt of a request from Client for an amendment of PHI or a record about an individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to Client for amendment. If any individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, and the PHI is originally received from Client, Business Associate will notify Client in writing within thirty (30) days of the request. Any approval or denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Client. Upon approval of Client, Business Associate shall appropriately amend the PHI maintained by it, or any of its agents or subcontractors.

g. **Accounting Rights.** Within thirty (30) days of notice by Client of a request for an accounting of disclosures of PHI from an Individual under 45 CFR §164.528, Business Associate and its agents or subcontractors shall make available to Client the information required for Client to provide an accounting of disclosures in order to enable Client to fulfill its obligations under the Privacy and Security Rule. Business Associate will not be obligated to record or otherwise account for disclosures of Client's PHI if Client need not account for such disclosures. Business Associate shall maintain the disclosure information for at least 6 years following the date of the accountable disclosure under this Section of the BAA. In the case of a direct request for an accounting from an Individual, Business Associate shall notify Client of the request and shall provide such accounting of disclosures to the Individual. Business Associate shall not disclose any PHI unless such disclosure is required by law or is in accordance with this BAA and shall document such disclosures.

h. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to Client and to the Secretary of Health and Humans Services (HHS) for purposes of determining Client's compliance with the Privacy and Security Rule.

i. **Minimum Necessary.** Business Associate and its agents or subcontractors shall request, use, and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure.

j. **Notification to Client of Breach or Unauthorized Disclosure.** Everside shall notify Client within twenty (20) business days of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of PHI not permitted by the Agreement and this BAA of which Business Associate becomes aware, and/or any actual or suspected Breach of unsecured

PHI of which Business Associate becomes aware. A breach shall be treated as discovered in accordance with 45 CFR §164.410. The notification shall include the identification of each individual whose PHI or unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach, a brief description of what happened including the date of the breach, the date of discovery of the breach and a description of the types of PHI or unsecured PHI that were involved in the Breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI or unsecured PHI by Business Associate in violation of the requirements of this BAA.

k. Breach Pattern or Practice by Client. If Business Associate knows of a pattern of activity or practice of the Client that constitutes a material breach or violation of the Client's obligations under the Agreement, this BAA, or the Privacy and Security Rule, Business Associate must take reasonable steps to cure the breach or end the violation.

1. Audits, Inspection and Enforcement. Within twenty (20) days of a written request by Client, Business Associate and its agents or subcontractors shall allow Client to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures of Business Associate relating to the use or disclosure of PHI pursuant to this BAA.

3. Termination

a. Term. The term of this BAA shall be effective as of the date of execution and shall remain in effect until the later of one (1) year from the effective date or the expiration or termination of the underlying Agreement. Any provision related to the use, disclosure, access, or protection of PHI shall survive termination of the BAA and Agreement.

b. Material Breach. A breach by Business Association, or its agents or subcontractors, of any provision of this BAA or of the data provisions of the Agreement, as determined by Client, shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this BAA. Client may terminate this BAA effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws or (ii) there is a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, HITECH, the Privacy and Security Rule, or other security or privacy laws in any administrative or civil proceeding regarding the Agreement or services thereunder.

c. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall, return to the appropriate covered entity or destroy as appropriate all PHI that Everside or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI except as necessary to fulfill its obligations under the Agreement, to continue its proper management and operations, or to comply with applicable law. If return or destruction is not feasible, Business Associate's obligation to protect the privacy and safeguard the security of

Client's PHI as specified in this Agreement will be continuous and survive the termination or other conclusion of this BAA. Business Associate shall limit its further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Client elects destruction of the PHI, Business Associate shall certify in writing to Client that such PHI has been destroyed as promptly as possible, but no later than 30 calendar days following the termination or other conclusion of this BAA.

4. Amendment

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this BAA may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy and Security Rule, and other applicable laws relating to the security or confidentiality of PHI.

5. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or BAA is intended to confer, nor shall anything herein confer, upon any person other than Client, Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6. Effect on Agreement

Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Agreement shall remain in full force and effect.

7. Indemnification

Business Associate shall indemnify, hold harmless and defend Client from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third-party claim arising from an alleged breach by Business Associate or in connection with the representations, duties and obligations of Business Associate under this Agreement.

Client shall indemnify, hold harmless and defend Business Associate from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, any third-party claim arising from an alleged breach by Client or in connection with the representations, duties and obligations of Client under this Agreement.

If the indemnifying party assumes the defense of a claim, the indemnified party shall have the right, at its expense, to participate in the defense of such claim, and the indemnifying party shall not take any final action with respect to such claim without the prior written consent of the indemnified party. The parties' respective rights and obligations under this Section 7 shall survive termination of the Agreement.

8. Interpretation

The provisions of this BAA shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this BAA, including any prior Business Associate Agreements entered into between the parties. This BAA and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy and Security Rule. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA, and the Privacy and Security Rule. The parties stipulate and agree that Business Associate may unilaterally amend this BAA to comply with any changes to the Privacy and Security Rule or any other applicable law.

IN WITNESS WHEREOF, the parties hereto have duly executed this BAA as of the Date below.

Everside Single Affiliated Covered Entity City of Statesboro

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT D

Laboratory and Pharmaceutical Expenses

1. **Labs.** Lab tests may be recommended to Patients based on their individual needs. Everside shall bill, and Client shall pay for the lab testing costs Everside incurs on behalf of Client from its contracted lab vendor. Such costs will be reflected on regular invoicing Client receives in accordance with the Agreement. Client may request de-identified information related to actual lab services ordered if desired.
2. **On-site Pharmaceutical Supplies.** Client shall pay Everside the Start-Up Costs stated under Section 5.2 to support implementation of this service. Dispensary start-up includes: (a) all dispensary computer systems (required computer hardware, software, printer, bar code scanner); and (b) trainer, training and onsite set up of dispensary. The initial stock of pre-packaged medications is an additional cost, billed and reimbursed at pass-through. Client shall pay Everside for the direct and indirect costs for the pre-packaged medications at pass-through. Client will also be responsible for the cost of disposing expired medications at pass-through. Client understands there are no returns or refunds of any pre-packaged medications. Upon termination of this Agreement, all dispensary stocks will be transferred to Everside's successor Everside Health Center administrator, subject to applicable law, at no additional cost. Client may request de-identified information related to the actual medications dispensed.
3. **Medical Records.** Upon contract termination (or termination of a given Everside Health Center), Client shall pay copying charges of \$0.75 per page, plus the actual costs to produce x-rays and other such reports, plus actual shipping/transmittal costs, for patient medical records requested by Health Center patients. If the records are subject to a mass data transfer to a successor provider under a medical records transfer agreement acceptable to Everside, Client shall bear the costs of such transfer.
4. **Everside reserves the right to make any reasonable changes associated with any equipment or supplies related to the laboratory tests and pharmaceuticals regarded in this Exhibit E based on the input and guidance of the Medical Team.**

EXHIBIT E

Building, Facility and Everside Health Center Requirements

1. **Building Services.** The following services are required at the Everside Health Center:
 - a. Access to water/plumbing for restrooms, examination room sinks, etc.;
 - b. High quality ventilation that prevents the spread of germs and sound;
 - c. Telephone service for a phone system and fax machine;
 - d. Access to the internet via secure high-speed cable or wireless access;
 - e. Cleaning services and appropriate waste disposal services; and
 - f. Security system with keypad entry.

2. **Facility Features.** The following features are required at the Everside Health Center:
 - a. Approximately 1,320 sq. ft. of dedicated space for the Medical Team;
 - b. Secure/lockable spaces to protect confidential records, drugs, lab and other equipment;
 - c. Soundproof spaces for Providers, health coach, and exam rooms;
 - d. Clear and visible access to Everside Health Center from street/parking lot;
 - e. Access to and from Everside Health Center without the need to access any other Client building;
 - f. Professional medical tile floors;
 - g. A professional and attractive health care environment;
 - h. Break room for the Medical Team that includes basic kitchen appliances;
 - i. Restrooms located near exam rooms for urine samples, etc.; and
 - j. Professional lighting.

3. **Everside Health Center Set Up Assets**
 - a. Medical equipment & supplies
 - b. Telephone system & cabling
 - c. Office supplies
 - d. Technology (office software & firewall)
 - e. Office furniture
 - f. Security system & sound attenuation equipment
 - g. Interior signage and artwork
 - h. Architectural design
 - i. Office space conversion/adapting of existing space

5. **Space Layout.** Client shall work directly Everside, or with a design firm approved by Everside, to develop the space and interior design and furnishings for the Everside Health Center. Client shall pay for the costs associated with this service, which will be charged at the design firm's price without additional cost. Everside must approve the layout, design, and furnishings of the Everside Health Center to ensure that reasonable and necessary quality standards and specifications will be met.

6. **Compliance.** Client shall be responsible for ensuring that all building construction and/or renovation for the Everside Health Center is performed according to applicable state codes, standards, and policies pertaining to fire prevention and building safety.

EXHIBIT F

Responsibility for Operations and Maintenance Expenses

1. **Replenishment of Supplies.** Everside will assume responsibility for providing, on an on-going basis:
 - a. Disposable medical supplies necessary for Everside Services; and
 - b. Supplies for lab tests performed at the Everside Health Center as a part of Everside Services.
2. **Routine Operational Services.** Everside will assume responsibility for the costs associated with providing, on an on-going basis the following operational services:
 - a. Telephone Service; and
 - b. Internet Service.
3. **Routine Maintenance Services.** Client is responsible for the costs associated with the services identified below (“Routine Maintenance Services”). Everside and Client will consult regarding the manner of provision for such services. Client will bear the cost of such services, whether provided by Client or by Everside and invoiced to Client on a monthly basis as described in Section 5.5 of the Agreement. Client shall pay the invoiced amount within thirty (30) calendar days of receipt of each invoice.
 - a. Bottled Water Service;
 - b. Shredding Service;
 - c. O2 fill-up;
 - c. Hazardous Waste Removal Service;
 - d. Alarm Monitoring; and
 - e. Cleaning Service.
4. **Non-Routine Maintenance Services.** See Section 3.10 for the process for non-routine maintenance services. Provided that Everside has complied with Section 3.10 and Client was unable to perform the non-routine maintenance, Everside may have the non-routine maintenance performed and send an invoice to Client for any such expense and provide receipts to Client for each item invoiced. Client shall reimburse Everside for the invoiced amount within thirty (30) calendar days of receipt of such invoice(s).
5. **Other Expenses.** Client shall reimburse Everside for other, unanticipated, mutually agreed upon expenses, which may arise and which are necessary for the efficient and effective operation of the Everside Health Center.

EXHIBIT G

Client Technology Requirements to be compatible with Everside Health's IT systems

ARTICLE II Member Portal

1.1. URL: <https://members.Eversidehealth.com/>

1. Please make sure this web site is not blocked and there are no content restrictions that may cause the portal to not function as expected.

1.2. Browsers that have been confirmed to be compatible with the Member Portal

2. Chrome
3. Firefox
4. IE
5. *Note 1: Most versions of each browser will be compatible but we highly recommend that the user download the latest version.*
6. *Note 2: If the browser is configured to not accept third-party cookies then the user will have to add the following site as an exception:*
<https://mycw30.eclinicalweb.com/portal3115/jsp/100mp/login.jsp>

ARTICLE III Emails

1.3. Please make sure that emails sent from the following go unblocked:

1. 129.41.172.176 (IP address)
2. mail8950.email.Eversidehealth.com (VMTA name)
3. @bounce.email.Eversidehealth.com (envelope from domain/return-path)
4. @email.Eversidehealth.com (sending from/reply-to domain)
5. @Eversidehealth.com
6. @eclinicalmail.com

ARTICLE IV Other URL's to whitelist:

1.4. Eversidehealth.com

1.5. links.email.Eversidehealth.com

EXHIBIT H**PERFORMANCE GUARANTEES**

Except where otherwise noted below, Everside offers the following performance guarantees for the full duration of the Initial Term and any Renewal Terms. Satisfaction of each guarantee shall be measured for each successive 12 month period, and shall begin with the Health Center Opening Date, except where noted below (each a “Measurement Period”). Everside shall put at risk up to 100% of the Management Fees paid by Employer to Everside during the applicable Measurement Period for failure to meet the guarantees. These guarantees are conditioned upon Employer engaging Everside throughout the entire Measurement Period, and will recur each year during the Initial Term. Except as otherwise provided herein, final assessments shall be completed by the end of the second month following the end of a Measurement Period, and any credit or reimbursement shall be applied in the third month.

<u>Service Guarantee</u>	<u>Management Fees at Risk</u>	<u>Measurement</u>
<p><u>1. Engagement. At least 40% of eligible members, who are enrolled and at least 18 years of age, will be Engaged by Everside during the Measurement Period.</u></p>	35%	<p><u>This guarantee will begin after the 1-year anniversary of the Health Center Opening Date. This measurement will be based on Unique Engagement. For the purpose of evaluating the Engagement Performance Guarantee, Unique Engagement Rate is defined as the unique patients (and not visits by the same individuals) that were Engaged by Everside during the contract year (including the initial health screening). Engagement is defined as any interaction with Everside using various modalities including in-person, video, phone, portal and mobile app (including secure messaging, prescription refills, remote monitoring, or health coaching).</u></p>
<p><u>2. Patient satisfaction. Everside will receive an average survey score of 4, based on a 5-point scale on a satisfaction question.</u></p> <p><u>The standard is not applicable if the survey is completed by less than 60% of Health Center visits. Everside will employ diligent efforts to collect survey responses from patients before they leave the health center; however, if the requisite participation level is not reached, this guarantee is void. Everside will be responsible to host and administer the survey.</u></p>	10%	<p><u>The measurement of this guarantee will be based on the average survey score garnered during the “Measurement Period” utilizing Everside’s standard survey. If the average score is equal to or greater than 4.0 for that time period, the performance guarantee will be met. An average score of below 4.0 will not meet the performance guarantee.</u></p> <p><u>Application of this guarantee is conditioned upon Employer providing sufficient internet connectivity to reliably support the survey iPads used for this guarantee.</u></p> <p><u>Further, application of this guarantee is conditioned upon Employer satisfying its obligations as to the Health Center(s) (ex. maintaining security, cleanliness, HVAC, etc.).</u></p>

Service Guarantee	Management Fees at Risk	Measurement
<p>3. Health Improvements. Everside guarantees improvements or maintenance in a majority of monitored participants regarding the following risk factors: total cholesterol, LDL cholesterol, HDL cholesterol, systolic blood pressure, diastolic blood pressure, triglycerides.</p> <p>This guarantee shall apply only if Employer elects to perform HRA events on at least 100 monitored participants; otherwise, this guarantee is void.</p>	<p>25%</p>	<p>This guarantee will begin after the 1-year anniversary of the Health Center Opening Date, and will be measured based on risk factors identified in the mass health risk assessment performed in the 2022 mass HRA event as compared to metrics identified for those individuals (a) who visit the Health Center at least once during the time in between the two successive HRA events mentioned in this provision and (b) who participate in the 2023 mass HRA event ("monitored participants"). Everside shall assess health improvements by the 60th day after the last mass health assessment information is in, and the credit will apply to the month following the guarantee assessment completion. Failure to engage Everside for both HRA events listed above shall render this guarantee void.</p>
<p>4. Generic Prescriptions. At least 90% of the prescriptions prescribed or refilled by Everside shall be generic, except to the extent there are no generic alternatives or the generic is medically inadvisable, as determined by our providers.</p>	<p>20%</p>	<p>Measurement will be based on documentation by Health Center staff in the EMR during the Measurement Period. In the event a specialty drug is prescribed the reason for not prescribing a generic alternative (if available) will be noted in the EMR.</p>
<p>5. Referral Follow-Up. Health Center staff will follow up with patients regarding specialist referrals within 7 days of the referral 95% of the time, provided that there is contact information for the patient.</p>	<p>10%</p>	<p>Measurement will be based on documentation by Health Center staff in the EMR during the Measurement Period. Follow-up necessitates only an attempt at contact – it does not require successful interaction or the patient's follow-through.</p>

EXHIBIT I**Holiday Schedule for 2022**

<u>Holiday</u>	<u>Actual Date/Day</u>	<u>Date/Day Observed</u>
<u>New Year's Day</u>	<u>Jan.1 - Saturday</u>	<u>Dec. 31 - Friday</u>
<u>Martin Luther King</u>	<u>Jan. 17- Monday</u>	<u>Jan. 17- Monday</u>
<u>Memorial Day</u>	<u>May 30 - Monday</u>	<u>May 30- Monday</u>
<u>Juneteenth</u>	<u>June 19 - Sunday</u>	<u>June 20- Monday</u>
<u>Independence Day</u>	<u>July 4 - Monday</u>	<u>July 4 - Monday</u>
<u>Labor Day</u>	<u>Sept 5 - Monday</u>	<u>Sept 5- Monday</u>
<u>Veterans Day</u>	<u>Nov. 11 - Friday</u>	<u>Nov. 11- Friday</u>
<u>Thanksgiving(2 days)</u>	<u>Nov. 24 -Thursday</u>	<u>Nov. 24 - 25 Thursday/Friday</u>
<u>Christmas Eve/Christmas Day</u>	<u>Dec. 24/25 - Sat./Sunday</u>	<u>Dec. 23/26 Friday/Monday</u>
<u>New Year's Day</u>	<u>Jan 1 2023 - Sunday</u>	<u>Jan. 2 2023 - Monday</u>

City of Statesboro

Estimated Startup Costs:

Staff Salaries for Onboarding Training	\$	5,471
Medical Supplies - Initial Stock		TBD
Pharmaceuticals - Initial Stock	\$	1,838
Immunizations - Initial Stock		TBD
General Furnishings		TBD
Medical Equipment - Initial Stock		TBD
Soft and Hard IT	\$	3,000
Marketing and Communications	\$	2,095
Recruiting and Training Teams	\$	11,460
Signing Bonuses	\$	5,500
Implementation Fee	\$	10,000
Implementation Travel Expense	\$	1,500
Occupational Health Equipment	\$	-

Estimated Startup Costs * \$ **40,864** * No Payment up Front. Amortized over 5 years.

	Year 1	Year 2	Year 3	Year 4	Year 5
Estimated Startup 5-Year Amoritzation	\$ 9,652	\$ 9,652	\$ 9,652	\$ 9,652	\$ 9,652

\$804.34 Monthly

Staffing Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries, Wages, Bonuses	\$ 94,836	\$ 98,155	\$ 101,590	\$ 105,146	\$ 108,826
Payroll Taxes	\$ 9,009	\$ 9,325	\$ 9,651	\$ 9,989	\$ 10,338
Employee Benefits	\$ 28,320	\$ 29,311	\$ 30,337	\$ 31,399	\$ 32,498
Ongoing Staff Training	\$ 1,770	\$ 1,832	\$ 1,896	\$ 1,962	\$ 2,031
Staff Insurance	\$ 2,259	\$ 2,439	\$ 2,634	\$ 2,845	\$ 3,073
Supervising MD	\$ 6,240	\$ 6,458	\$ 6,684	\$ 6,918	\$ 7,161
Supervising Pharmacist	\$ 7,200	\$ 7,452	\$ 7,713	\$ 7,983	\$ 8,262
Fill-in Coverage	\$ 10,000	\$ 10,350	\$ 10,712	\$ 11,087	\$ 11,475
Shared Health Center Management	\$ 3,332	\$ 3,449	\$ 3,570	\$ 3,695	\$ 3,824
Ongoing Recruiting Costs	\$ 1,520	\$ 1,573	\$ 1,628	\$ 1,685	\$ 1,744
Scheduling Line	\$ 1,107	\$ 1,146	\$ 1,186	\$ 1,227	\$ 1,270
Total Staffing Cost	\$ 165,592	\$ 171,490	\$ 177,601	\$ 183,936	\$ 190,502

Operating Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
Medical Supplies	\$ 440	\$ 487	\$ 534	\$ 584	\$ 635
Pharmaceuticals	\$ 7,350	\$ 7,571	\$ 7,798	\$ 8,032	\$ 8,272
Immunizations (Flu, tDAP, Hep A, Hep B)	\$ 1,198	\$ 1,234	\$ 1,271	\$ 1,309	\$ 1,348
External Lab Processing	\$ 4,576	\$ 4,713	\$ 4,855	\$ 5,000	\$ 5,150
Soft Technology	\$ 13,432	\$ 13,835	\$ 14,250	\$ 14,678	\$ 15,118
Hard Technology Replacement	\$ -	\$ -	\$ -	\$ 3,000	\$ -
Office Supplies	\$ 573	\$ 633	\$ 695	\$ 760	\$ 826
Claims Submission & Verification	\$ 1,477	\$ 1,522	\$ 1,567	\$ 1,614	\$ 1,663
Hazardous Waste Disposal	\$ 107	\$ 117	\$ 126	\$ 136	\$ 146
Marketing + Communications	\$ 2,095	\$ 2,158	\$ 2,222	\$ 2,289	\$ 2,358
Medical Equipment Add/Replacement	\$ 1,667	\$ 1,717	\$ 1,768	\$ 1,821	\$ 1,876
Total Operating Expenses	\$ 32,916	\$ 33,985	\$ 35,087	\$ 36,223	\$ 37,394

Management Fees	Year 1	Year 2	Year 3	Year 4	Year 5
Ongoing Management Fee	\$ 77,963	\$ 80,302	\$ 82,711	\$ 85,192	\$ 87,748
Total Cost Core Services	\$ 286,123	\$ 295,429	\$ 305,052	\$ 318,003	\$ 325,295

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Jason Boyles, Assistant City Manager
John Washington, Director of Public Works and Engineering

Date: February 10, 2022

RE: Proposal by Freese & Nichols, Inc for Design and Permitting Services
For the Creek on the Blue Mile Project

Policy: Purchasing Agreement

Recommendation:

Staff recommends approval of contract with Freese & Nichols, Inc. in the amount of \$2,650,450.00 to perform design and permitting services for the Creek on the Blue Mile project.

Background:

At the September 17, 2019 meeting city council approved award of contract to Freese and Nichols, Inc to perform engineering professional services for a feasibility study for the Creek on the Blue Mile project. That work was completed in late 2020 and identified cost estimate considerations regarding components of the project. Subsequently at the April 6, 2021 meeting city council approved award of contract to Freese and Nichols, Inc. to perform flood plain modeling services to develop alternative concepts for the project. The modeling services were completed in Fall 2021 and identified a path forward for the project which addressed the cost considerations previously identified in the feasibility study. This work also identified a revised project cost estimate.

Additionally, the City recently engaged the Center for Business Analytics and Economic Research at Georgia Southern University to perform an economic and fiscal impact analysis for the project. This analysis has identified gains in property and sales tax revenues for the City of Statesboro and other taxing entities, including tax increment increases for the tax allocation district. Further, this analysis also indicates multiple ancillary benefits to the community as a result of the project. The findings of the analysis will be presented to the Mayor and City Council at the February 15, 2022 council work session.

Attached is the proposal from Freese and Nichols, Inc to perform design, engineering and permitting services for the Creek on the Blue Mile project. The scope of design and engineering work proposed includes channel improvements, three bridge crossings, dam and reservoir conceptual development, and promenade design. The scope of work for permitting services includes, but is not limited to, consultation

and permitting with the US Army Corps of Engineers (USACE) and flood plain map revision with the Federal Emergency Management Agency (FEMA).

This work is anticipated to take up to 15 months to complete upon approval and issuance of notice to proceed. The total proposed cost of work is \$2,650,450.00 and is itemized under the following phases:

Phase 1: Site Survey Activities	\$208,000.00
Phase 2: Promenade and Downstream Channel Modification Design	\$1,200,600.00
Phase 3: Bridge Design	\$584,000.00
Phase 4: Dam and Reservoir Conceptual Design	\$276,300.00
Phase 5: USACE Permitting	\$254,150.00
Phase 6: FEMA Flood Map Revision	\$127,400.00

Budget Impact: Work will be paid from the State Direct Investment (grant). No impact on City budget(s).

Council Person and District:

Paulette Chavers, District 2

Venus Mack, District 3

John Riggs, District 4

Attachments: Proposal from Freese & Nichols (dated 1/11/2022)

MEMORANDUM



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360 Interstate North Parkway, Suite 250, Atlanta, Georgia 30339 | 404-334-4310

TO: City of Statesboro, Georgia (Statesboro)
FROM: George Kelley, PE, Eric Nease, PE, John Wolfhope, P.E., Freese and Nichols, Inc. (FNI)
SUBJECT: Creek on the Blue Mile (COBTM) – Proposal for Design and Permitting Services
DATE: 1/11/2022

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) and EMC Engineering Services, Inc. (EMC Engineering) prepared the *COTBM Environmental Feasibility Study* (Feasibility Study) dated January 15, 2021 and *COTBM Flood Modeling Study* (Flood Study) dated August 31, 2021 for proposed improvements for the Creek on the Blue Mile (COTBM) project. The COTBM project intends to improve the Little Lotts Creek channel in order to enhance the South Main Corridor of Statesboro, Georgia and to reduce the 100-year flood plain adjacent to the creek. The Feasibility Study included a linear park and promenade area along the improved channel through the City, a reservoir that provides auxiliary water storage and recreation, and bridge culvert replacement, as applicable. After evaluation of the hydrology, geotechnical, and permitting conditions, FNI demonstrated that the proposed project is technically feasible and can be permitted under current regulatory requirements. The cost of the reservoir identified in the feasibility study was beyond the funding currently identified by Statesboro.

Project team for this project includes FNI as the prime consultant, responsible for overall project management, reservoir design, environmental permitting and FEMA Letter of Map Revision development. EMC Engineering will lead the surveying, promenade design and concept development of Memorial Park. Heath and Lineback will lead the bridge design task. Resource & Land Consultants, along with Brockington and Associates will continue to provide assistance to FNI on the environmental permitting task.

The City of Statesboro, Georgia (Statesboro) requested FNI to prepare a proposal for consideration by Statesboro during the City Council meeting on January 18, 2022. At this point, Statesboro has decided the proposal scope of work should include 100% design for the promenade and bridges and the reservoir and embankment dam will be performed through 30% or conceptual design. During this design work, Statesboro will attempt to identify additional funding sources and decide later if the reservoir should be constructed.

The following sections describe the proposed scope of work to design and permit the features described within the Feasibility Study and includes a proposed cost and schedule estimate for the design activities.

SCOPE OF WORK

FNI will lead the engineering design services for the COTBM project which consists of channel improvements, bridge crossings, dam and reservoir, and promenade. FNI is also to provide permitting services to support a US Army Corps of Engineers (USACE) Individual Permit (IP) and to revise the FEMA

flood plain maps through the Letter of Map Revision (LOMR) process. The proposed scope of work does not include effort to provide bid review, bid support, or construction oversight and certification services; a separate proposal to provide these services will be submitted to Statesboro closer to the time those services are needed and the scope for those services is more clearly understood. The following phases and tasks describe the proposed scope of work that FNI will perform with our teaming partners for the COTBM project.

PHASE 1 – SITE SURVEY ACTIVITIES

Under this Phase, FNI will subcontract and team with EMC Engineering to perform additional topographic and utility surveys in support of the COTBM project. The survey activities are separated into Tasks 1 and 2.

Task 1 – Topographic and Utility Surveys

Upon notice to proceed, FNI will authorize EMC Engineering to perform boundary survey and a ground run topographic survey of the Little Lotts Creek corridor using GPS and conventional survey equipment. The survey limits will extend from South College Street to Gentilly Road, approximately 200-ft to each side of the existing stream bank. The field survey activities will extend 100-ft around each of the bridge crossings, span the entire parcel proposed for the reservoir, and include the Memorial Park parcel situated between S. Zetterower Avenue, Fair Road, and Max Lockwood Drive. This task will also include boundary determinations and topographic survey of the parcels that abut the stream and proposed stream alignment. Utilities will potholed and located horizontally & vertically by a private utility locate company and surveyed by EMC personnel. The topographic survey will include the horizontal and vertical location of:

- Property Corners.
- Road Alignments and Features, as Needed.
- Top and Toe of the Existing Stream.
- Manholes.
- Roadway Approaches to Proposed Bridge Locations.
- Drainage Structures.
- Reservoir Property.
- Trees and Other Vegetation, as Needed
- Overhead Pole Mounted Utility Lines.
- Any Other Existing Features.
- Open Manholes and Measure Inverts and Record Pipe Size and Materials.
- Survey Marked Location of Utility Lines That Have Been Marked from a Utility Locate.
- New Permanent Control and Benchmarks.

****All survey work will be on the North American Datum of 1983 (NAD83) and North American Vertical Datum (NAVD88) of 1988.**

A database drawing in AutoCAD Civil 3D ® .dwg format will be prepared of the survey to support the engineering design. EMC will also furnish a sealed boundary and topographic survey. Note EMC will depict wetland areas on survey and database documents that will be delineated by Resource Land Consultants.

Deliverables

FNI and EMC will provide the formal topographic and utility survey sealed by a licensed professional land surveyor registered in the State of Georgia to the City of Statesboro. We will provide both an AutoCAD .dwg digital file and a sealed topographic survey digital pdf.

PHASE 2 – PROMENADE AND DOWNCHANNEL MODIFICATION DESIGN

Phase 2 consists of the design of the reconstruction, realignment and/or widening of approximately 1.40 linear miles of Little Lotts Creek from the Railroad crossing (near S. College St.) to Gentilly Road. Adjacent to a portion of the channel reconstruction, a promenade and adjacent Memorial Park will be designed in general accordance with the preliminary COBTM Master Plan. EMC Engineering will lead this Phase will QC review by FNI.

Task 1 – Creek on the Blue Mile Design

Task 1 will include the civil site design of the COBTM channel which includes a promenade corridor (Figure 1) and roadway bridge approaches at US Highway 301 (South Main Street), SR Highway 67 (Fair Road) and South Zetterower Avenue (areas highlighted yellow on Figure 2).

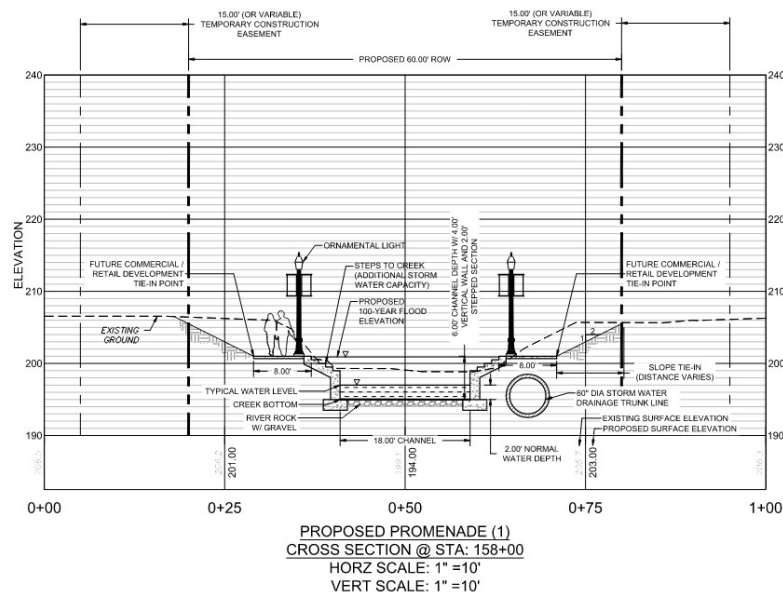


Figure 1. Preliminary Channel Cross Section

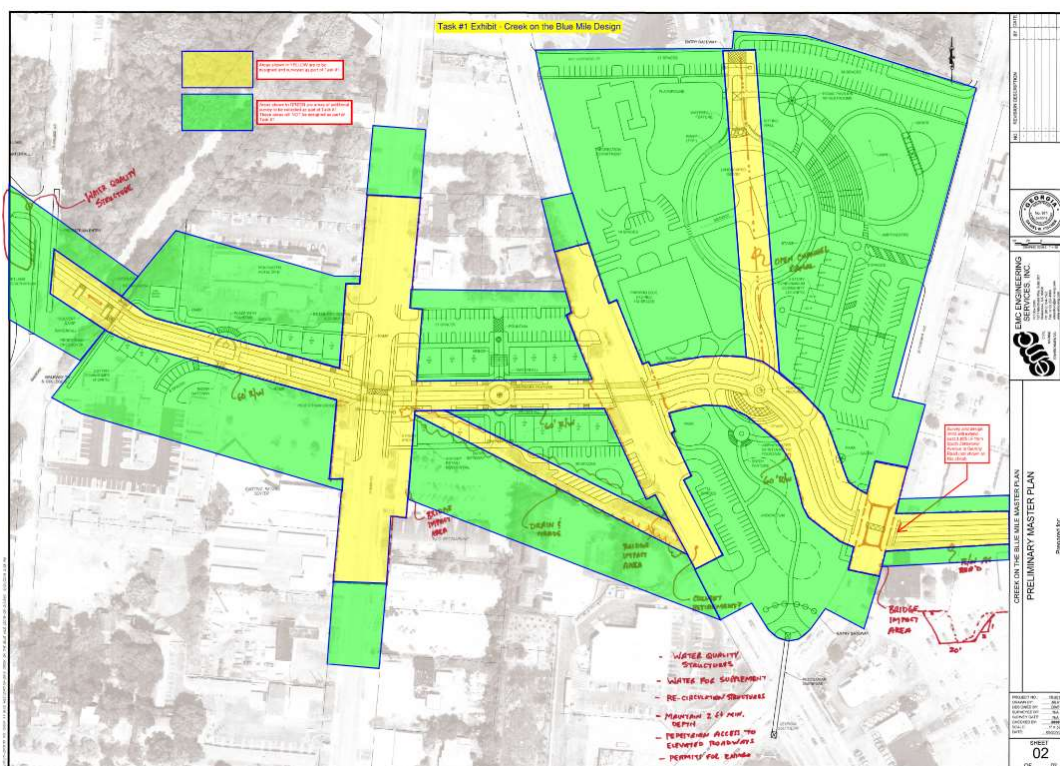


Figure 2. Promenade Areas (Yellow) to be Designed during Task 1

Concept Design Report

The concept design report will document the design criteria, constraints, and calculations. The report will address the following:

- Proposed canal alignment
- Proposed bridge design
- Water quality structures
- Water re-circulation system
- Water detention system (weirs, etc.)
- Utility relocations
- Opinion of Probable Construction Costs (OPCC)
- Permitting requirements
- Wetland impacts
- Geotechnical considerations
- Future project phases
- Constructability concerns

As a part of the design, FNI will evaluate long-term channel erosional stability and function and document the evaluation and design within the Conceptual Design Report. The channel stability design will include: (i) upstream pollutant loading evaluation and potential mitigation measures, (ii) sediment transport within the project reaches, and (iii) design of downstream measures to promote a self-mitigating stable channel that does not increase or promote instability in downstream systems. A brief description of the three channel design components include:

- Upstream Extent / Offsite Pollutants: FNI will conduct a geomorphic and riparian function assessment for the immediately upstream reach from the proposed project site. Locations will be evaluated for the potential to manage off-site trash, debris and other constituents of interest

(COL's). GIS and CAD based analysis will be completed to develop at least 3 alternatives to resolve potential offsite pollutant loading. Additionally, upstream sediment supply will be evaluated during the geomorphic assessment to feed data from those upstream reaches into the sediment stability analysis.

- Sediment Transport: FNI will complete an analysis of sediment stability evaluating both the sediment capacity and competency of the upstream and proposed reaches. Offsite data will likely be required to normalize gage data with sediment rating curves to be valid to the project site. The sediment stability analysis will provide an analysis of how the proposed channel geometry will be able to handle the sediment loading that is currently experienced by the channel as well as loading rates that may be possible in changing sediment and hydrologic regimes. We will evaluate whether bioengineering or hybrid design approaches may be appropriate for the channel design.
- Downstream Design: FNI will conduct inspections of the downstream reach for a visual stability analysis and assessment of potential downstream instability that would undermine the long-term success of the proposed channel. FNI will work with the design team to provide recommendations for terminating the design channel reach in a manner that promotes improved downstream stability.

Construction Documents:

The design team will prepare the construction documents for the COTBM channel design. Construction documents will be provided at 30%, 60%, and 100% design levels, including drawings within AutoCAD Civil 3D and technical specifications.

The 30% construction documents will include the following:

- | | |
|---------------------------------------|--|
| • General Plan Sheets (cover/notes) | • Select Structural Drawings and Details |
| • Channel Plan and Profile (s) | • Utility Relocation Plans |
| • Bridge Approach Plan and Profile(s) | • Typical Channel Sections |

As a part of the 30% design, we will submit 30% level design drawings and 30% level OPCC for Statesboro's review and consideration. A design workshop with the City of Statesboro will be held to discuss design concepts and review comments from Statesboro.

Upon conclusion of the 30% design review, we will prepare 60% construction documents which incorporates the 30% design comments. The construction drawing set will be further developed and expanded to include the following drawings for the COTBM design.

- | | |
|--|--|
| • General Plan Sheets (cover/notes) | • Utility Relocation Plans and Profiles |
| • Channel Plan and profile (s) | • Bridge Approach Plan and Profile(s) |
| • Erosion and Sediment Control plans and Details | • Bridge Construction Details |
| • Channel Sections (200' O.C.) | • Channel Retaining Walls Plan and Profiles(s) |
| • Bridge Approach Plan and Profile(s) | • Structural and Civil Details |

Applicable calculations will be provided within the design report as attachments. The bridge design will be in accordance with GDOT standards. The 60% level submittal will include the updated 60% level design plans with an updated OPCC. A design workshop will be held with Statesboro after a two-week review

- Retaining Walls
- Ingress / Egress
- Utility Coordination
- Constructability
- OPCC
- Permitting Requirements
- Civil Site Design and Grading
- Geotechnical Considerations
- Future Project Phases
- Drainage Considerations

Construction Documents:

The design team will develop 30%, 60%, and 100% construction documents for the civil site design of Statesboro owned properties adjacent to the COBTM. The design drawings will include the following drawings:

- General Plan Sheets
- Proposed Development Plans
- Utility Plans and Profiles

As a part of the 30% design, we will submit 30% level design drawings and the project narrative, a 30% level OPCC for Statesboro's review and consideration. We budgeted to participate within a design workshop with the City of Statesboro to discuss design concepts and review comments from Statesboro on the design, and will endeavor to hold the design review concurrently with the design reviews for Task 1.

After the 30% design review meeting, we will further develop the 30% design into 60% construction documents and drawings. The construction drawings will be expanded to include:

- General Plan Sheets
- Proposed Development Plans
- Erosion and Sediment Control Plans
- Landscape Design Elements
- Retaining Wall Design
- Utility Plans and Profiles
- Construction details
- Hardscape Design Elements

Applicable calculations will be provided within the design report as attachments. FNI and EMC will coordinate with Saussy Engineering to develop structural details for retaining walls within the proposed channel. Our 60% level submittal will include the updated 60% level design plans with an updated OPCC. We have budgeted a design workshop after a two-week review period to discuss the design and applicable comments and concerns with Statesboro.

After the 60% design review meeting, we will continue the design process and advance the construction documents, design report, and OPCC to 100% and include a preliminary construction schedule. We will also begin or continue the permitting process with the Georgia Soil and Water Conservation Commission. Note that GDOT and Environmental Permitting scopes are described in Phase 3 and 5, respectively, of this Proposal. The design team will incorporate agency review comments into the construction plans as they are received. At the completion of permitting the plans will be 100% complete.

EMC, FNI and Saussy Engineering will incorporate agency review comments into the construction plans as they are received. After completion of the permitting process, the construction documents will be considered and available for bid.

Final Revisions:

EMC will conduct a workshop with City Staff to review the 100% plans and incorporate any final revisions. At this point the project would be ready for bidding.

**Civil Engineering fees are estimated based on existing preliminary concept plan developed in 2018. Significant revisions to the plan will require fee review.

Task 3 – Concept Design of Memorial Park

Task 3 will include the development of a master plan and conceptual design of Memorial Park which is situated between SR Highway 67 (Fair Road), Max Lockwood Drive and South Zetterower Avenue. This task will include three (3) design charettes with the project stakeholders (City of Statesboro, Bulloch County Recreation Department and the COTBM Commission). These meetings will allow all interested parties to be involved in the planning process. The first charrette will include space planning and identify desired components of the park. The second meeting will be a review of initial conceptual layouts based on discussion from the first charrette and will include modifications to the initial concept plans. The third and final charrette will be a review and approval by the Statesboro/Bulloch County Recreation Department and/or authority having jurisdiction of the final conceptual plan. Once a desired layout is selected, an OPCC for Memorial Park will be generated.

Work included in Task 3:

- Master Plan Development
- Conceptual Development
- Meeting Attendance / Consultation
- OPCC Development

Deliverables

FNI and EMC Engineering will provide digital copies of the engineering design report and associated attachments upon completion of the 30%, 60%, 90%, and 100% design stages, as applicable. Upon acceptance of the design documents, we will provide three hard copies of the 100% design submittal for the City of Statesboro's records.

PHASE 3 – BRIDGE DESIGN

The Feasibility Study (FNI, 2021a) and Flood Study (FNI, 2021b) identified two (2) existing bridges at S. Main Street and Fair Road that will be re-placed to improve the channel and widen the bridges to provide walking access to the promenade. In addition, the existing box culvert along S. Zetterower Avenue will be replaced with a clear span bridge to improve channel capacity (no walking access along the creek will be provided with this bridge). FNI and EMC Engineering will team with Heath and Lineback Engineers, Inc. (Heath and Lineback) of Marietta, Georgia to design each bridge. The Bridge Design will be divided into the following Tasks 1 through 5.

Task 1 – Bridge Geotechnical Investigation and Data Report

FNI subcontract a geotechnical driller with Georgia Department of Transportation (GDOT) certification to conduct a geotechnical investigation for each proposed bridge or culvert replacement. The bridge geotechnical investigation will follow GDOT's requirements for a Bridge Foundation Investigation (BFI) provide adequate data to characterize subsurface conditions beneath the at each bridge abutment in

order to provide recommendations for foundation design. We budgeted to perform a geotechnical investigation that includes the following:

- Six (6) hollow stem auger soil test borings
 - One (1) soil test boring located at each bridge bent or abutment.
 - SPTs and soil samples collected continuously in upper 20 ft below ground surface (ft bgs) and 5-ft depth intervals thereafter. Each soil test boring will be advanced a minimum of 75 ft below ground surface or to auger refusal.
 - If rock is encountered within the upper 50-ft, the rock will be cored to collect samples for classification.
 - Collect at least 6 undisturbed samples (one per boring) within cohesive materials via Shelby Tube for consolidation tests.
- Record water levels within each soil test boring prior to borehole abandonment with soil cuttings, bentonite pellets, and/or grout.
- Field classify each boring, document soil sample collection, and perform field pocket penetrometer and torvane tests as applicable. Soil samples will be photographed, packaged labeled, and transported to geotechnical laboratory.
- Submit samples for laboratory index, consolidation, and strength tests. The proposed laboratory program includes the following laboratory tests performed in accordance with their current ASTM standards:
 - Eighteen (18) natural moisture contents tests;
 - Eighteen (18) grain size distribution tests;
 - Eighteen (18) Atterberg Limits tests; and
 - Six (6) consolidation tests.
- Coordinate Call-before-you-dig/811 utility clearance and coordinate drilling activities with the local traffic control.
- Three days of traffic control to facilitate drilling activities near the bridge locations.

The investigation data will be summarized within a BFI Report to support engineering analyses and be submitted as a part of the GDOT bridge design report. FNI will review the foundation recommendations and MSE wall design recommendations prior to completion and submittal to GDOT.

Task 2 – 30% Structural Design

During the 30% design stage, Heath and Lineback and FNI will prepare conceptual bridge designs for each bridge crossing over Little Lotts Creek. During the conceptual design, the design team will compile design constraints and criteria, updated topography, and preliminary bridge approach information in order to prepare an initial bridge layout for each site. For each bridge, up to three (3) conceptual designs will be prepared for Statesboro's consideration. We will identify the aesthetic treatments, barrier requirements, end posts, and other auxiliary bridge features that the design team and Statesboro recommend or desire to integrate the bridge designs into the overall site master plan. For each bridge, the bridge designs will consist of conceptual site plans, preliminary standard details, and cost estimates to inform Statesboro and allow their approval of the initial design concept.

Task 3 – 60% Structural Design

For the 60% or preliminary bridge design, Heath and Lineback will integrate updated bridge approach information from the design team into the bridge design. Furthermore, the wrap-around mechanically

stabilized earth (MSE) walls from the civil design team will be integrated into the bridge layout and end bent structures for each applicable design. Once the preliminary design is complete, a preliminary hydraulic study for the bridge will be developed and submitted with layout drawings to the GDOT for their reference and initial review. The conceptual cost estimate will be updated for each bridge. The design team will review and consider comments received from GDOT and Statesboro on the bridge design prior to proceeding to the 90% design stage.

FNI notes that GDOT maintains a 60- to 90-day review period on all bridge related submittals, which was incorporated into the design schedule and scope. We budgeted effort to address/respond to GDOT comments and coordinate with GDOT during the bridge design and permit process.

Task 4 – 90% Structural Design

During the pre-final design stage, FNI will prepare final bridge plans, drawings, and details for FNI and Statesboro's review and approval. Design documentation will include foundation load estimates for the Bridge Foundation Investigation (BFI) report and structural engineering bridge calculations. Heath and Lineback will review and implement applicable comments from the design team, geotechnical engineer and Statesboro prior to final submittal to GDOT during Task 5.

Task 5 – 100% Structural Design

Under this phase, we will update the bridge design for each bridge based on the finalized layout of the stream, promenade, and bridge approaches to GDOT for their review and acceptance. The submittal will include sealed design drawings, calculations and a finalized construction cost estimate for the bridge. We have also budgeted to revise the drawings and respond to one round of design comments received from the GDOT Bridge office prior to final acceptance of the design after/during the 60- to 90-day review process.

Deliverables

FNI and Heath and Lineback will provide digital copies of GDR and the structural design drawings and specifications will be included within the 30%, 60%, 90%, and 100% design submittals included within Phase 3.

PHASE 4 – EMBANKMENT DAM AND RESERVOIR CONCEPTUAL (30%) DESIGN

Under this Phase, FNI will develop a conceptual design (30% design level) and updated Opinion of Probable Construction Cost (OPCC) for the embankment dam to create a reservoir to attenuate flow rates within Little Lotts Creek, provide emergency potable water capacity, and to provide recreation. The Feasibility Study identified that an embankment dam with a 10-ft wide crest, 3H:1V side slopes, and 1.3-ft tall parapet wall would achieve the project design objectives and the Georgia Safe Dams Program (GA SDP) design criteria for small sized, Category I dams. Tasks 1 through 4 describe the initial design activities to be performed during the 30% design of the reservoir.

Task 1 – Initial Reservoir Geotechnical Investigation and Data Report

FNI will conduct an initial (preliminary) geotechnical investigation to collect data in general accordance with the GA SDP's *Engineering Guidelines* for Category I dams, which requires soil test borings at 100-ft intervals along the earthen embankment dam. The scope of the geotechnical investigation will provide

initial data to characterize subsurface conditions beneath the proposed embankment dam and to develop preliminary engineering parameters for conceptual geotechnical design calculations (i.e., slope stability, seepage, settlement, and liquefaction, if necessary). A borrow soil evaluation is not included within this scope of work and engineering parameters for the proposed embankment cross section will be estimated based upon typical parameters for the soil classifications encountered onsite. If the reservoir design proceeds to subsequent design phases, a Phase II geotechnical investigation will be performed and will include soil test borings between Phase I borings to achieve GA SDP's requirements, a borrow soil, laboratory program, and compacted backfill engineering parameter evaluation during the 60% design stage.

During the Phase I geotechnical investigation, we budgeted to perform a geotechnical investigation that includes the following:

- Up to one day of land clearing to provide access to boring locations.
- Ten (10) hollow stem auger soil test borings spaced approximately 300-ft on center (O.C) along the proposed embankment centerline with Standard Penetration Tests (SPTs), as access allows.
 - Soil test borings advanced to a depth of 50 feet below ground surface (ft bgs).
 - SPTs and soil samples collected continuously in upper 20 ft below ground surface (ft bgs) and 5-ft depth intervals thereafter.
 - Collect 10 undisturbed samples via Shelby Tube for consolidation, strength, and hydraulic conductivity tests.
- Three (3) hollow stem auger borings located at the proposed principal spillway riser structure and along the principal spillway conduit to a depth of 30 ft bgs.
 - SPTs and soil samples collected continuously in upper 20 ft below ground surface (ft bgs) and 5-ft depth intervals thereafter.
 - Collect 5 undisturbed samples via Shelby Tube (for potential tests).
- Record water levels within each soil test boring prior to borehole abandonment with soil cuttings, bentonite pellets, and/or grout.
- Field classify each boring, document soil sample collection, and perform field pocket penetrometer and torvane tests as applicable. Soil samples will be photographed, packaged labeled, and transported to geotechnical laboratory.
- Submit samples for laboratory index, consolidation, and strength tests. The proposed laboratory program includes the following laboratory tests performed in accordance with their current ASTM standards:
 - Twenty-five (25) natural moisture contents tests;
 - Five (5) organic content tests;
 - Twenty (20) grain size distribution tests;
 - Eight (8) hydrometer tests;
 - Five (5) #200 Wash Sieve / fines content tests;
 - Fifteen (15) Atterberg Limits tests;
 - Two (2) consolidated-undrained (CU) triaxial test (3-points);
 - Three (3) consolidation tests;
 - Three (3) flexible walled permeameter hydraulic conductivity tests; and
 - Ten (10) crumb dispersion tests).

- Coordinate Call-before-you-dig/811 utility clearance and coordinate drilling activities near the existing railroad alignment with the railroad operator.

An initial geotechnical design report (GDR) which documents the preliminary investigation and geologic setting, provides boring logs, and laboratory data will be prepared to support engineering analyses. FNI notes that bedrock was not encountered within the preliminary geotechnical investigation to a depth of 50-ft bgs; as such, rock coring or laboratory tests on rock cores were not included within the proposed investigation.

Task 2 – Conceptual Engineering Calculations

During Task 2, FNI will perform engineering calculations to demonstrate that the embankment/reservoir design and GA SDP design criteria can be achieved or to identify potential concerns that require further investigation during refinement of the design concepts presented within the Feasibility Study. The preliminary calculations included herein include:

- Hydrology and Hydraulics (H&H) – to size the reservoir, inlet channel areas, and spillways.
- Seepage and Slope Stability – to design the embankment cross section and to demonstrate acceptable factors of safety against sliding, seepage, and uplift are met.
- Settlement – to demonstrate post-settlement embankment elevations provide adequate freeboard and acceptable
- Liquefaction Triggering – to demonstrate that rapid strength loss of foundation materials during an earthquake are not anticipated.
- Spillway Integrity – to estimate erosion of auxiliary or emergency spillways during the design storm event.

As applicable, the calculations will be documented within separate calculation packages and provided as attachments to the Conceptual Design Report (Task 4). Each calculation package will summarize the methods, assumptions, parameters, and results of each analysis for review.

Task 3 – Conceptual Design Drawings (30% Design)

During this Phase, FNI will prepare preliminary design drawings based on the topographic and utility survey and 30% channel improvement design prepared under Phase 1 and 2, respectively, of this Proposal. The conceptual drawings for the reservoir and embankment will include the following drawings that depict the layout, initial grading, and initial design details for the reservoir:

- Cover Sheet;
- General Notes;
- Existing Conditions Plan × 2;
- Proposed Site Plan Overview;
- Proposed Grading Plans × 4;
- Proposed Reservoir Inlet Gate Plan;
- Proposed Principal Spillway Plan and Profile;
- Proposed Auxiliary Spillway Plan and Profile;

- Proposed Emergency Spillway Plan and Profile; and
- Construction Details × 3.

FNI notes that structural details for the principal spillway and site access, erosion and sediment control (E&SC) plans and details, or potable water pump station and piping design are not considered with this initial drawing set and will be considered during 60% design.

Task 4 – Conceptual Design Report

Under this phase, FNI will document the design criteria, assumptions, calculations, and OPCC within a preliminary engineering report for Statesboro’s review. The supporting calculations and drawings prepared under Tasks 1 through 3 of this Phase will be incorporated as attachments to the Report. We note that this Report is to document the conceptual design and additional components, such as an Emergency Action Plan (EAP), Operations and Maintenance (O&M) manual, and borrow soil study, among others that are required by the GA SDP for review and approval of a dam safety permit.

Deliverables

FNI will submit a draft conceptual design report to the City of Statesboro to document the preliminary calculations and design drawings for the proposed reservoir. FNI will implement client comments and submit three (3) copies final conceptual design report for the client’s records.

PHASE 5 – USACE INDIVIDUAL PERMIT APPLICATION

After discussions with the USACE during the Feasibility Study, the proposed modifications to Little Lotts Creek will likely require an Individual Permit (IP) under Section 404 of the Clean Waters Act (CWA). FNI will prepare and submit an IP application package to USACE. This scope is focused on supporting the activities outside of the reservoir site. Should the City determine that a reservoir can be afforded, additional permitting will be necessary for that area. The IP application package will include the following components or tasks:

- Project Need and Purpose – As required for the permit application, the City must have a project need and purpose identified for the project. This was briefly discussed during the feasibility study, but not finalized. The team will work with the City to finalize a need and purpose that we anticipate will be acceptable and permissible.
- Waters of the US (WOTUS) Report – WOTUS delineation information will be summarized in a report format that identifies the delineated extent of regulated waters and the project impacts (i.e., regulated fill discharges). This task will use information previously collected during WOTUS delineations performed for the Feasibility Study. Some additional field delineations may be necessary due to further project design changes or optimizations that occur during project design since the Feasibility Study. Further field delineations, observations, or inspections would be documented in a technical memorandum or report and would include pertinent figures and Wetland Determination Data Forms. For this scope, we budgeted for one additional site visit during design activities to delineate areas not considered within the Feasibility Study.
- Endangered Species Act Habitat Assessment – To obtain authorization from USACE, the project must demonstrate compliance with the Endangered Species Act. FNI will perform a habitat assessment for

potentially occurring protected species in the county. This effort will first include a desktop survey and literature review, followed by a field survey to evaluate if the project area includes any potential habitat for federally listed species. The effort would be documented in a technical memorandum or report. If further coordination with US Fish and Wildlife Services becomes necessary, or presence/absence surveys are required, then those efforts would be addressed under a separate authorization or task amendment.

- Section 404(b)(1) Alternatives Analysis – Assuming the project would be authorized with an IP, an alternative analysis would need to be performed to demonstrate that the applicant’s preferred alternative meets the Project Need and Purpose and demonstrate that the preferred alternative is the Least Environmentally Damaging Practicable Alternative (LEDPA). Note that the USACE is only authorized to permit the LEDPA. Under this Phase, FNI would revise and revisit the alternatives analysis prepared for the feasibility study to meet the Section 404(b)(1) guidelines for an alternatives analysis (40 CFR 230). FNI will develop a robust Project Need and Purpose statement that bounds each alternative, and the alternatives analysis will consider at the most 4 practical and reasonable alternatives, including a “no action” alternative (no build), the City of Statesboro’s preferred alternative, and two other practical alternatives.
- Section 106 of the National Historic Preservation Act – To obtain authorization from USACE, the project must demonstrate compliance with Section 106 of the National Historic Preservation Act. Information gathered during the pedestrian survey and consultation with the Georgia Historic Preservation District (GHPD) (now a part of the Department of Community Affairs (DCA)) performed during the Feasibility Study will be used to plan a Phase I Cultural Resources Survey. FNI will subcontract with Brockington and Associates, Inc. (Brockington) to perform a Phase I Cultural Resources Survey and Assessment of Effect (AOE) in support of the Individual Permit application. The survey will conduct the survey in accordance with the current Georgia Council of Professional Archaeologists standards and guidelines. The Phase I and AOE will be documented within a report for the permit application.
- Section 401 Water Quality Certification – To obtain authorization from USACE, the project must demonstrate compliance with Section 401 of the Clean Water Act and maintain state water quality standards. FNI will prepare the documentation necessary to demonstrate the project complies with Section 401 to obtain USACE authorization.
- Permit Drawings – FNI environmental staff will coordinate with the engineering design team to develop clear and concise plan and profile drawings that identify the jurisdictional limits of project waters and regulated fill discharges.
- Mitigation Report – It is currently assumed that mitigation would not be required for the proposed improvements to Little Lotts Creek. If the reservoir design (Phase 4) moves past the conceptual (30%) Design phase, mitigation will be required. The technical effort to determine functional impacts, credit purchase requirements, in-lieu fees, or permittee-responsible mitigation would be addressed under a separate authorization or task amendment under separate cover.
- Environmental Impact Statement (EIS) – It is currently assumed that the project design will not require an EIS for USACE to evaluate the project for authorization. If reservoir design moves to the 60% or

90% design phase, an EIS will be required, then the efforts involved to prepare an EIS would be addressed under a separate authorization or task amendment.

Deliverables

Under this phase, FNI will deliver a draft IP permit application package to the client and a final IP application package to the USACE - Savannah District.

PHASE 6 – LETTER OF MAP REVISION – LITTLE LOTTS CREEK BASIN H&H STUDY

Under Phase 6 of this proposal, FNI will develop a hydrologic and hydraulic (H&H) model of Little Lotts Creek and its tributaries in order to submit letter of map revision (LOMR) request to the Federal Emergency Management Agency (FEMA). The area of interest (AOI) includes Little Lotts Creek and eight (8) of its tributaries from the headwaters at West Parrish Street downstream to Veterans Memorial Parkway in Statesboro, Georgia. FNI previously modelled the floodplain of the Little Lotts Creek reach between West Jones Avenue and Gentilly Road for the Creek on the Blue Mile (COTBM) Feasibility Study. As currently mapped, the floodplain is significantly larger than FNI estimates based on our current modelling efforts. During the design, FNI will expand the H&H model and floodplain map to update the effective model for FEMA via a LOMR. The current effective hydrology is based on regression analysis from 1979. The current effective hydraulic model is a HEC-2 model developed in 1984, which suggests that there is updated data that should be incorporated within the model. A floodplain model that considers updated existing conditions will allow Statesboro to better understand which areas are prone to flood risk, help the City become more resilient, and help the City to protect public safety. The following tasks describe the scope of work associated with preparation of an updated H&H model.

Task 1 – Data Collection

During this Phase, FNI will gather publicly available data for soil cover and type, land use, stream gauge data, bridge inspections, and other relevant information from online sources for the watershed area and AOI. FNI will also utilize data gathered from previous COTBM studies such as survey and Light Detection and Ranging (LiDAR) topography. FNI assumes that cross section survey data from the COTBM studies can be used, and no additional field topographic survey is required. As a part of this task, FNI will conduct field reconnaissance or site visit to collect pertinent information's at each identified hydraulic structure to develop an improved model of site conditions. Field reconnaissance efforts shall consist of FNI staff geotagging photos of all key hydraulic structures and locations and other metrics significant to the project. FNI will assess the field collected data as part of this step in conjunction with the desktop survey analysis.

Task 2 – Hydrology Model Development

During this Task, FNI will update the hydrology model to prepare the H&H study and LOMR. The activities specifically included under this task include:

- Delineation of subbasins that drain to Little Lotts Creek and its tributaries up to the headwaters (about 100 acres) of the stream.
- Estimation of existing land use data based on existing tax parcel information, Zoning Map, aerial imagery, and the 2020 National Land Cover Dataset (NLCD).

- Estimation of runoff volumes and peak flow rates by the USGS SCS Method to estimate peak flows for the streams for the 10-, 50-, 100-, and 500-year peak flows for existing conditions within the study area.

Task 3 – Hydraulic Model Development

Under this task, FNI will revise and re-develop the hydraulic model for Little Lotts Creek along the proposed project alignment for pre-development conditions. The scope of work included herein is as follows:

- Review the FEMA effective model obtained from the Electronic Data Request in previous COTBM studies and its tributaries, in addition to the existing conditions model developed for the Little Lotts Creek reach between West Jones Avenue and Gentilly Road.
- Addition of up to fifty-two (52) hydraulic structures to the existing conditions model in HEC-RAS using available data, including survey data and GDOT bridge inspection reports.
- Inclusion of new cross sections along the creek and its eight (8) tributaries to better represent the channel geometry at a spacing no less than 500 feet apart and at relevant locations such as significant changes in channel geometry, subbasin area or at bridge and culvert structures. To the extent practicable, cross-section locations will be kept the same as within any effective or available models for validation purposes.
- Application of hydrology results from Task 2 to develop an updated georeferenced floodplain results layer.

Deliverables

Under this task, FNI will provide the following deliverables to Statesboro for their review and records:

- Existing Conditions HEC-RAS Models, provided in a zipped file format.
- Hydraulic Model Results and Profile, in a pdf format.
- Stream centerline, Cross section, Inundation extent and other model schematic data, provided in ESRI geodatabase layers.

Task 4 – FEMA LOMR Application

FNI budgeted under this task to prepare a FEMA LOMR Application for the project to revise the affected map panels for the existing condition of Little Lotts Creek. Herein, we will prepare and provide the following as a part of the application.

- Prepare a H&H report describing the floodplain and floodway revisions to accompany the LOMR application FNI, which includes a floodplain map for the AOI to determine the revised 100-year floodplain limits.
- Compile the hydraulic model results into an ESRI/ArcGIS geodatabase format. The GIS data will be organized using the labels and formatting consistent with the products available on the FEMA Map Service Center.
- Provide an electronic draft of the report for Statesboro review explaining the methodologies and results of the study and containing appropriate data, charts, graphs, plots, and exhibits to describe the study.

- Incorporation of relevant Statesboro comments or concerns into the final submittal.
- Complete necessary FEMA MT-2 forms for the LOMR submittal. FNI will submit to Statesboro for review and concurrence. After City review, FNI will prepare and submit the final report and application to FEMA. An electronic copy will be provided to Statesboro for record.
- Provision of up to \$8,250 in the FEMA review fees associated with these services, should those fees be changed, our fee will be adjusted accordingly.
- Response to up to two (2) iterations of FEMA comments. It is assumed that FEMA may take up to 60 days to deliver the initial set of comments.

FNI notes that a separate LOMR application will need to be developed to incorporate channel improvements designed as a part of this project.

Deliverables

FNI will provide the following deliverables as a part of this scope of work.

- The brief H&H modeling report that describes modeling, methodology, and results, in .PDF format.
- Topographic workmap(s) and annotated FIRM panels(s) in .PDF formation and DFIRM database components in .gdb format.
- FEMA MT-2 Forms.

EXCLUDED OR DEFERRED SERVICES

FNI understands that additional services will be required to bid, construct, and certify the proposed design activities. FNI will prepare a proposal for the following services once Statesboro approves the design and applicable permits are received.

- No land acquisition, land rights, or right-of-way acquisition services are included.
- Borrow soil investigation for reservoir within reservoir footprint/site or additional borrow sources beyond project site.
- Development of updated breach analysis, Emergency Action Plan (EAP), or Maintenance Plans for the Georgia Dam Safety Permit for the reservoir.
- Rehabilitation of channel slopes if slope stability safety factors are not found satisfactory based on geotechnical information.
- Bathymetric survey.
- Preparation of front-end documents to secure services of a qualified contractor.
- Bid review and support services to review bids and costs and to respond to contractor RFIs or requests.

Furthermore, the following tasks are not included in this scope of services or thought to be necessary:

- A. Evaluation of additional borrow sources should an onsite source not be suitable.
- B. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the Issued for Bid date or the date of this agreement.
- C. Services required to resolve bid protests or to rebid the projects for any reason.

OWNER RESPONSIBILITIES

FNI assumed the following would be provided by Statesboro:

- A. Secure any landowner permissions as needed for site access during the design phases.
- B. Secure all land rights necessary for construction.
- C. Coordinate and obtain temporary construction, access, and permanent structure easements with property owners and provide land-clearing to drilling activities.
- D. Prepare front-end documents and bid proposal to secure services of a qualified contractor.
- E. Provide expedited review within 3 weeks of interim deliverable submittals.
- F. Secure rights or the rights to access all properties for the Project.

PRELIMINARY SCHEDULE

We understand that the Statesboro intends to pursue construction of the project within the calendar year of 2023-2024. As such, we developed the following preliminary schedule to outline the proposed engineering and permitting. A detailed schedule will be provided after FNI receives written authorization to proceed. Bid support and construction support will be provided under separate cover, upon request. We note that the GDOT Bridge Review and permitting process has an impact on the project schedule as the bridge replacement designs are a critical path for the channel improvement design. We have included the GDOT review period within our schedule and will endeavor to expedite the process, if possible, though the schedule assumes that the promenade design (Phase 2) and the bridge designs (Phase 3) are completed independently. FNI will coordinate with Statesboro to establish a more robust schedule after award or authorization to proceed (ATP).

Task Name	Duration ^[1]	Schedule After Award ^[2]
Notice to Proceed	-	ATP + 0 days
Phase 1 - Site Surveying	45 days	ATP + 60 days
Phase 2 – Promenade & Park Design^[3]	185 days	ATP + 319 days
Phase 3 - Bridge Design	310 days	ATP + 431 days
Phase 4 - Conceptual Reservoir Design	180 days	ATP + 312 days
Phase 5 - Environmental Permitting	230 days	ATP + 326 days
Phase 6 - H&H LOMR	125 days	ATP + 431 days
Project Complete	-	ATP + 431 days

Notes:

1. Duration is provided in terms of standard workdays (Monday through Friday)
2. Schedule After Award is in Terms of Calendar Days.
3. Geotechnical engineering and Charettes for the Promenade Design (Phase 2) occur concurrently with the 20% design or throughout design activities.
4. Promenade and Bridge Geotechnical Investigation scope(s) begin at authorization to proceed.
5. Surveying Scope is a pre-requisite for 60% design and LOMR activities.

The above schedule was prepared based on the following assumptions, and FNI will discuss revisions to the project schedule should project conditions change.

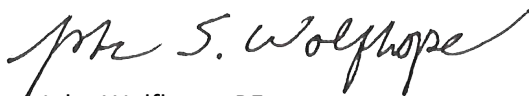
- A drilling subcontractor can be mobilized within three (3) weeks of project authorization, a standard drilling schedule lead time.
- Surveyor completes the scope of work within 8 weeks of authorization.

- GDOT and USACE review periods are approximately 90 days.

COMPENSATION ESTIMATE

We propose to complete the proposed scope of work on a lump sum basis for a total fee of \$2,650,450. The estimated breakdown of effort for each phase is described within the table below.

Phases	Estimated Fee
Phase 1: Site Survey Activities	\$208,000
Phase 2: Promenade and Downstream Channel Modification Design	\$1,200,600
Phase 3: Bridge Design	\$584,000
Phase 4: Embankment Dam and Reservoir Conceptual Design	\$276,300
Phase 5: USACE Individual Permit Application	\$254,150
Phase 6: Letter of Map Revision	\$127,400
Total	\$2,650,450



John Wolfhope, PE
Principal Engineer



Eric Nease, PE_(GA)
Project Manager

End Proposal/Memorandum

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: February 8, 2022

RE: February 15, 2022 City Council Agenda Items

Policy Issue: *Second reading and consideration of proposed amendment to the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of Package Stores*

Recommendation: N/A

Background: *City voters approved referendum to allow for issuance of licenses for package sales of distilled spirits on November 2, 2021. At November 16, 2021 meeting of Mayor and Council directive was made to present version of Section 6-23 reflecting state law at December 21, 2021 work session. Amendment of previously presented Section 6-23 regarding hours of operation, zoning districts, and use of collected tax proceeds was directed at the December work session for presentation at this meeting. These directed amendments are incorporated into attached ordinance amendment as well as consequent directives regarding products for sale, proximity requirements, and minimum square footage from the January 27, 2022 work session which was held following tabling of first reading on January 18, 2022. First reading of presented revision was approved 4-1 on February 1, 2022 with directive to remove distance between college campuses and package stores. That directive is included in present revision.*

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed version of Section 6-23

Ordinance 2022-01:

Sec. 6-23 - Retail package sale of distilled spirits for consumption off-premises.

Distilled spirits package sales shall only be permitted in Package Stores which are duly licensed by the city and state to sell distilled spirits by the package and which are devoted exclusively to the sale of alcoholic beverages in the original container for off-premises consumption. Such sales shall be subject to all state and federal laws and regulations as well as the provisions of this Section, which shall supersede any sections of the Statesboro Code of Ordinances to the contrary:

- (a) *Proximity requirements* Package Stores may not be located within 100 yards of any church building, alcoholic treatment center owned and operated by the state or any county or municipal government, or housing authority property; within 200 yards of any school building, educational building, or school grounds; or within 1,000 yards of an existing Package Store. There shall be no distance requirement with regards to college campuses as defined in O.C.G.A. §3-3-21(b).
- (b) *Hours of operation* Package Stores may be open to public and sell alcoholic beverages from 8:00 A.M. until 10:00 P.M. Monday through Saturday.
- (c) *Display, offer, or sale of products other than distilled spirits* Package Stores may only sell, display, or keep in stock such items permitted pursuant to G.A.C. Rule 560-2-3-.04, except for sales of lottery tickets and provision of check cashing services which shall not be permitted.
- (d) *Open container* Package Store licensee shall not permit and no person shall engage in the breaking of a package containing any alcoholic beverage or the drinking of any alcoholic beverage on the licensed Package Store premises.
- (e) *Building requirements* Ingress and egress shall be provided directly to and only to the exterior of the building in which the Package Store is located and not to any other enclosed part of the building in which it is located. Licensed premises must be at least 3,000 square feet of combined showroom and storage in size.
- (f) *Zoning districts:* Package Stores shall only be permitted in the following zoning districts: CR (Commercial Retail), CBD (Central Business District), and HOC (Highway Oriented Commercial).
- (g) *Use of excise tax proceeds* It shall be the stated policy goal of the City of Statesboro that a minimum of fifty percent (50%) of excise tax proceeds collected from Package Stores pursuant to Section 6-21 be allocated to social services contracts with qualified 501(c)(3) nonprofit organizations to provide beneficial youth and other social services to the City of Statesboro and its citizenry.
- (h) *Application Process* Applications for Package Stores shall be subject to staff review, public hearing, and consideration of issuance of a license before Mayor and Council in the manner prescribed in Sections 6-12 and 6-13. Application for a location reservation for a Package Store may be made prior to submission of proof of insurance and/or completion of a fire and safety inspection as required under Section 6-5 by tendering the standard application fee and submitting all other information required under Section 6-5. Consideration of issuance of location reservations shall be before Mayor and Council and include a public hearing. Issuance of a location reservation shall forestall consideration of other Package Store applicants within 1,000 yards of subject site. Location reservations shall be revoked after 180 days if applicant has not obtained all required City building permits and commenced substantial construction/ renovation on the subject property in such time. Location reservations shall further remain valid for 180 days from commencement of construction. In the event grantee fails to obtain a certificate of occupancy in

such time the location reservation shall be revoked. City Manager or his/her designee, upon written petition of location reservation grantee, may extend the location reservation for up to an additional 180 days upon grantee's showing of extenuating circumstances during construction. City Manager shall notify Mayor and Council in the event of such an extension. Consideration of final approval of Package Store licenses may be conducted by Mayor and Council by consent agenda without need for an additional public hearing.

(i) *Employment Regulations:* Package Store licensees shall be subject to all provisions contained in Section 6-10

(j) *Proof of Insurance*

1. *Proof of dram shop insurance.* Applicants seeking a Package Store license shall file with their application a certificate of liquor liability insurance (dram shop), in effect for the license period and issued by an insurer required to be licensed pursuant to state law, providing an annual aggregate policy limit for dram shop insurance of not less than \$1,000,000.00 per policy year with a minimum \$500,000.00 sublimit on assault and battery claims. A 30-day notice of cancellation in favor of the City of Statesboro must be endorsed to the policy and attached to the certificate.
2. *Proof of general liability insurance.* Applicants seeking a Package Store license shall file with their application a certificate of liability insurance, in effect for the license period and issued by an insurer required to be licensed pursuant to state law, providing at least \$1,000,000.00 in commercial general liability insurance coverage. A 30-day notice of cancellation in favor of the City of Statesboro must be endorsed to the policy and attached to the certificate.

Effective Date: March 15, 2022