



March 1, 2022 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recognitions/Public Presentations
 - A) Presentation to the Finance Department for receiving the Government Finance Officers Association (GFOA) Distinguished Budget Award for the City of Statesboro FY 2021 Budget.
 - B) Presentation to the Finance Department for receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 2020 Annual Comprehensive Financial Report.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 02-15-2022 Work Session Minutes
 - b) 02-15-2022 Council Minutes
 - c) 02-17-2022 Special Called Council Meeting Minutes
6. Consideration of a motion to award a contract to Everside Health for an onsite employee health clinic in the amount of \$286,123.00.
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. The Station of Statesboro, LLC DBA The Station
441 S Main St Unit 2B
Statesboro, Ga 30458
License Type: Restaurant
8. Consideration of a motion to approve an increase of the monthly limit for the City of Statesboro's Purchasing Card Program with Synovus from \$300,000 to \$500,000.

9. Consideration of a motion to adopt the following resolutions, plans, policies, and resolves that they be utilized during the administration of its Housing Rehabilitation Program and authorizes the Mayor to execute all enumerated documents.
 1. Project Budget Resolution
 2. Financial Management Resolution
 3. Housing Assistance Policy & Housing Forms (HSG. 01 – HSG. 25)
 4. Housing Construction Contract Award Policy
 5. Citizen Participation Plan
 6. Residential Anti-displacement and Relocation Assistance Plan
 7. Local Jobs Initiative (Section 3) Plan
 8. Code of Conduct
 9. Fair Housing Policy
 10. Procurement Standards
 11. Equal Opportunity Plan
10. Consideration of a motion to approve funding for the development and maintenance of a community garden.
11. 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.
12. Consideration of a motion to approve **Resolution 2022-06**: A Resolution reclassify the GIS Administrator position to Facilities Manager and to reclassify the Telecommunications Specialist to Purchasing Coordinator.
13. Consideration of a motion to approve **Resolution 2022-07**: A Resolution to reclassify the Senior Human Resources Coordinator and Human Resources/Safety Coordinator positions in the Department of Human Resources to the position of Human Resources Generalist.
14. Consideration of a motion to approve **Resolution 2022-08**: A resolution approving an application for funding from the Georgia EPD Nonpoint Source Implementation Grant, Section 319(h) of the Clean Water Act.
15. Consideration of a motion to approve **Resolution 2022-09**: A resolution approving grant application for the Georgia Department of Community Affairs Employment Incentive Program.
16. Consideration of a motion to approve **Resolution 2022-10**: A Resolution to put into effect a six month moratorium on issuance of variances from Article XV of Appendix A of the Statesboro Code of Ordinances.

17. Consideration of a motion to approve an Agreement with Georgia Power Company Lighting Services in the amount of \$224,900 for the Blue Mile Streetscape Improvements project.
18. Consideration of a motion to amend award of contract to National Auto Fleet Group in the amount of \$60,000 for the purchase of a MAC 30' dump trailer for the Public Utilities Department per updated Sourcewell contract pricing.
19. Other Business from City Council
20. City Managers Comments
21. Public Comments (General)
22. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
23. Consideration of a Motion to Adjourn

CITY OF STATESBORO

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



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

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

A handwritten signature in black ink, appearing to be 'C. West', written over the printed name.

Date: February 21, 2022

RE: Government Finance Officers Association (GFOA) Distinguished Budget Award

Background: The GFOA's Distinguished Budget Award represents a significant achievement by an entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as: a policy document, a financial plan, an operations guide, and a communications device. Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award. There are over 1,600 participants in the Budget Awards Program. The City of Statesboro received the Distinguished Budget Award for their FY2021 Budget. This is the 17th consecutive year the City has received the award.

Budget Impact: N/A

Council Person and District: All

Attachments: N/A

CITY OF STATESBORO

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



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

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director 

Date: February 21, 2022

RE: Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (COA)

Background: The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The goal of the program is not to assess the financial health of participating governments, but rather to ensure that users of their financial statements have the information they need to do so themselves. There are over 4,000 participants in the COA program. The City of Statesboro received the Certificate of Achievement for Excellence in Financial Reporting Program for their 2020 Annual Comprehensive Financial Report. This is the 16th year the City has received the award.

Budget Impact: N/A

Council Person and District: All



CITY OF STATESBORO
WORK SESSION MINUTES
FEBRUARY 15, 2022

Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

3:00 PM

A Work Session of the Statesboro City Council was held on February 15, 2022 at 3:00 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, 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. Public Safety Reports

a) Police

Police Chief Mike Broadhead began his presentation with an overview of 2021 statistics for the Statesboro Police Department. The training hours for officers in 2021, averaged 172.8 hours for sworn officers and 19.2 hours for civilian employees. The records unit at the Statesboro Police Department has provided over 2,000 video recordings. Chief Broadhead reviewed the top five vehicle crash locations in the city and each one of the sites involves Veterans Memorial Parkway and vehicle crash numbers increased by 1.41% from the previous year. Chief Broadhead reviewed the stats for violent crime, property crime, crimes committed with a firearm, and stolen firearms from vehicles. He also reviewed the stats for use of force stating of the 1195 arrests 16 involved the use of force. Internal affairs investigations had a total of 11 and citizen complaints totaled 21. Gang activity over the past year included one strong arm robbery and one homicide that led to two gang prosecutions. In addition there were 7 gang influenced investigations three of which were shooting incidents, three drug sales/trafficking, and one case involving threats. Lastly Chief Broadhead shared the grant funding the Statesboro Police Department received including CJCC Law Enforcement Training Grant in the amount of \$160,000, COPS Office Law Enforcement Mental Health and Fitness Grant in the amount of \$104,046, and BJA Edward Byrne Memorial Justice Assistance Grant in the amount of \$10,014.

b) Fire

Statesboro Fire Chief Tim Grams began his presentation with the Statesboro Fire Departments 2021 accomplishments that include the addition of 9 Firefighter positions, all operational personnel achieved 240 hours of training, the prevention division provided numerous public safety events and conducted over 2000 fire inspections, and the Fire Department received \$55,000 in grant funding. Next, Chief Grams presented the 2021 statistics for Statesboro fire service. The calls for service includes the City, Fire District and the outside primary response area. Other statistics include average response time, average time on-scene, number of overlapping incidents, and arson investigations. Chief Grams concluded his presentation with the Statesboro Fire Departments community outreach stating despite COVID personnel donated hundreds of canned goods and money to the Statesboro Food Bank; they also raised over \$1,300.00 in the annual Cancer Awareness T-shirt sale and on Veterans Day placed crosses on the Bulloch County Courthouse lawn.

2. Quarterly Financial Review

Director of Finance Cindy West presented the second quarter financial report of Fiscal Year 2022, reviewing revenues and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Revenues in the General fund are down slightly due to Cares Act funding the city received last year. Ms. West also reviewed the SPLOST and TSPLOST funds distribution and these funds are trending more in FY 2022 than in FY 2021. The Hotel/Motel tax revenue has increased as we have collected \$227,000 more than this time last year.

3. Creek on the Blue Mile

a) Economic Impact Analysis

Ben McKay with the Center for Business Analytics and Economic Research presented the cost-benefit analysis for the redevelopment of the Creek on the Blue Mile project. The long term impacts include property and sales taxes, fiscal analysis and economic impact of construction. Looking at the overall budget the City would invest around 27.5 million and developers would contribute around 41 million. Most of the funds for the City's portion will be covered through grant funding. The property tax forecast assumptions presented looked at the city, county, and school district collections and were compared with the development and without the development. Without the creek project property taxes total collection would increase \$2.8 million over the next thirty years, with the project they would increase by 13.9 million with the city collecting 3.6 million from that over the same amount of time. In addition with the project we are looking at 2.3 million in collections for the TAD over the 30 year life of the project. The sales tax forecast assumptions focused on SPLOST and TSPLOST and is estimated to have an increase of 5.7 million over the thirty years. The construction economic impact for the first two years for both tax forecasts are assumed to be construction over the 30 year timeframe which ended up with \$80 million in economic impact if everything is built as it was described to us. We looked at how the project is being financed with the city covering \$27.6 million. \$5.5 million is covered with the Governor's Water Supply Bond, \$15.6 million covered with a Clean Water State Revolving loan, and \$6.5 million the city will seek other grant opportunities to cover this amount. The revolving loan fund of \$15.6 million has an annual interest rate of 2.25% with an annual payment of \$713,000. Over the 30 years \$5.8 million will be payments of interest will a total of \$21.4 million. In conclusion the city is estimated to receive an additional \$9 million in collections. Other important things to note is there will be no displacement of current residents as no one lives along that section of the creek. It will create a new walkable space downtown and increase the vitality of downtown Statesboro and flood mitigation with improvements in storm water management.

b) Design Proposal

Eric Nease with Freese and Nicols reviewed with Mayor and Council the Creek on the Blue Mile Design and permitting Phase beginning with the final concept and the retail and residential sections of the project. The key goals are to mitigate flooding of Little Lotts Creek and to support the Blue Mile Project. This phase includes concept design, environmental permitting, a flood study of Little Lotts Basin (upstream of bypass), site design, and bridge design. To begin this phase the next steps are to complete a flood study of the basin upstream of the bypass and side streams, then submit a LOMR (Letter of Map Revision) for existing conditions. Next proceed to engineering and project permitting and submit for flood map revision. After construction is complete a final LOMR will be submitted.

4. Housing Rehabilitation Policy and Procedures

Chris Hilbert with Insight Planning & Development presented the Housing Rehabilitation policy and procedures for the City of Statesboro. A contractor's handbook was created which serves as an explanation of methods and materials related to housing construction work in Statesboro Housing Rehabilitation Program. The housing rehabilitation polities include project budget resolution, financial management resolution, housing assistance policy & housing forms, housing construction contract award policy, citizen participation plan,

residential anti displacement and relocations assistance plan, local job initiative plan, code of conduct, fair housing policy, procurement standards and equal opportunity plan. Applications are rated based on income level, special population (elderly or disabled), and severity of housing condition. Rehabilitation will be completed to Community development Block Grant (CDBG) standards. Temporary relocation benefits will be available on an as needed basis. Maintenance agreements will be executed for all rehabilitated properties and community meetings will be held at multiple locations during the project. Owner occupied rehabilitation will be secured by a deferred payment loan. Rehab amounts should be below \$50,000 or \$70/sq ft of heated occupiable space. In addition the household income must be below 80% of Bulloch County median income. Handicap accessibility improvements will be provided for an eligible owner occupant and special populations (elderly or disabled) will be prioritized in the rating system. Investor owner rehabilitation will contribute between 0 -35% of the contract amount based on their income and will be secured by a deferred payment loan. Rent control provisions will be in place for the length of the lien. Mr. Hilbert presented the application forms for the housing rehabilitation program. The application includes a request for assistance, list of household members, and income verification.

5. Package Sale Ordinance

Mayor Pro Tem Shari Barr began the conversation stating she is not in favor of eliminating proximity requirements to college campuses. Councilmember John Riggs agreed stating he is not ok with package stores being next to or across the street from student housing or school buildings. Councilmember Paulette Chavers stated the reason for her compromise was because any application would come before council and they would decide whether to allow a store in a particular area but was originally in favor of the 200 yard proximity. Mayor Jonathan McCollar stated he reached out to Georgia Southern and their stance is to keep the state requirement of the 200 yard proximity from campus as most of the students are underage. Mayor Pro Tem Shari Barr stated that the requirements need to be stated in the ordinance and I am in favor of at least 100 yards. Another concern is the 3000 sq. ft. requirement because of how large that area is, it will bring in chain stores and big investors. We need to give an opportunity to reuse vacant stores. Mayor McCollar asked, what the purpose of 3000 sq. ft. minimum? Councilmember Riggs stated to limit the number of stores. Councilmember Paulette Chavers stated if we reduce the square footage requirement we need to place a limit on the number of stores allowed. Mayor Pro Tem Shari Barr stated the proximity requirement between stores is a number we can discuss as a way to limit the number of stores. Councilmember John Riggs stated he is in favor of reducing the square footage to either 2500 or 2000 because it would still limit the number of stores without putting a number on it. Councilmember Phil Boyum stated he has advocated all along that we go with state requirements. If we place a number on the amount of stores allowed we will have to come up with a policy that chooses who gets what. Further discussion by council included reducing the square footage requirement to 2200 and to add a 100 yard proximity requirement from college campus.

Mayor Jonathan McCollar adjourned meeting at 5:09 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
FEBRUARY 15, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Paulette Chavers 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. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 01-27-2022 Work Session Minutes

b) 02-01-222 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.

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Venus Mack

SECONDER:

Councilmember Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS

5. Consideration of a motion to approve the Downtown Master Plan as amended for the City of Statesboro, Georgia.

A Motion was made to approve the Downtown Master Plan as amended for the City of Statesboro, Georgia.

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

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 WCRDO to City in order to maintain the real property as a park.

A motion was made 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 at Whitesville Community Park from WCRDO to City in order to maintain the real property as a park.

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

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**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve the application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) to:

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

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

8. Consideration of a motion to approve Public Hearing and Consideration of a Motion to Approve:

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.

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.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

Jana Phillips with Whitfield signs spoke in favor of the request stating they proposed the sign to be placed on the roof due to the lack of area for a monument sign.

A motion was made to close the public hearing.

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

Councilmember Phil Boyum asked if this application is a substantial deviation from the sign ordinance. Planning Director Kathy Field stated that the ordinance does not allow for roof signs and I haven't seen any around. This would encourage more applications for roof signs which is a concern for setting a precedent. Councilmember Paulette Chavers asked where they would put a sign. Ms. Field stated this is a design issue as there are places to put a sign whether it is a monument or pole sign that can be used within the constraints of our sign ordinance. We did take into consideration that they plan to extend their outdoor seating area, however this is not a hardship there are places that a sign could be installed. Mayor Pro Tem Shari Barr stated she is sympathetic to staff concerns to setting a precedence to roof signs because aesthetically it is not what we are looking for. Mayor Jonathan McCollar stated we may want to look at placing a moratorium on signs to give staff more time, not in this case as the Planning Commission approved it with staff recommendations but moving forward.

After further discussion a motion was made to approve **APPLICATION V 22-01-01**: 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 and **APPLICATION V 22-01-02**: 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.

RESULT:	Approved 4-1
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs
NAYS:	Mayor Pro Tem Shari Barr

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

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.

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.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

Graeme Rael spoke in favor of the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION V 22-01-03**: 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 and **APPLICATION RZ 22-01-04**: a Zoning Map Amendment in order to establish a PUD (Planned Unit Development) at 1 University Place.

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

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.

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

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

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

A motion was made to approve **Resolution 2022-04**: approving application for the 2022 State Farm Neighborhood Assist Grant.

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

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.

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

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

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.

A motion was made to table this item until March 1, 2022.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

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.

Councilmember Phil Boyum stated this item was just presented in the previous work session with a lot of other information and he would like to have another work session on this one item specifically.

A motion was made to table this item.

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

City Manager Charles Penny asked what date this item is tabled to; stating we typically do not have a work session in March due to the Council Retreat.

There was discussion about having a work session on March 1, 2022 after the regularly scheduled Council meeting.

City Manager Charles Penny requested that any questions you have be submitted to him before the work session in order to have them answered by a representative from Freese and Nichols at that time.

A second motion was made to have a work session regarding this item on March 1, 2022 after the regularly scheduled council meeting and to table this item until March 15, 2022.

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

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.

City Attorney Cain Smith reviewed with Mayor and City Council the second reading of Ordinance 2022-01 for package stores which includes the revisions from the last meeting.

Councilmember Shari Barr made a motion to approve Ordinance 2022-01 with the addition of a 100 yard proximity requirement from college campus.

Councilmember Phil Boyum seconded the motion with an amendment to remove the minimum square footage requirement.

Councilmember Shari Barr rescinded her motion in order to hear from the public.

Bubba Hunt spoke regarding his concerns to the proximity requirements from GSU and the distance between stores. Scott Marchbanks with the Boys and Girls Club spoke in favor of the use of excise tax proceeds being used for social services.

Chris Gohagan spoke regarding the proximity requirements to campus suggesting limitations to physical locations. Mr. Gohagan also voiced his concerns regarding the application process.

Darin Van Tassell spoke regarding proximity to campus in terms of buildings as opposed to the border and the distance between stores.

Discussion by Council included proximity requirements to college buildings.

A motion was made to approve **Ordinance 2022-01**: amending the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of package stores as written with the following adjustments adding a 100 yard distance requirement with regards to college buildings and remove the square footage requirement.

RESULT:	Approved 3-2
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Mack, Barr
NAYS:	Chavers, Riggs

16. Other Business from City Council:

Mayor Pro Tem Shari Barr announced that the college is offering incentives for booster shots and asked if we would like to consider that as well.

Councilmember Paulette Chavers asked how long we are going to continue the program.

City Manager Charles Penny stated at this point we have not given people money for a booster shot. We stand at about 40% of our population that has been fully vaccinated. We still need to get the people who need their first and second shots which is a majority of the people coming for a vaccination. We are giving booster shots just not offering any incentive for it. Currently we have 60 cards left and we do have another clinic on the 26th and I wasn't going to ask to extend beyond that.

Councilmember Phil Boyum stated due to the percentage of individuals who still need to be vaccinated that we need to focus on the first timers. We need to keep the incentive on the most vulnerable and those are the ones without the vaccine.

17. City Managers Comments

City Manager Charles Penny brought to Mayor and Council's attention two items in the FYI packet first the proposal for a community garden, secondly the State of the City address on February 22, 2022 at 7 pm in the Statesboro High School Auditorium. The city will host a vaccination clinic on February 26, 2022 from 8:30am – 12:30 pm here at City Hall.

Next Mr. Penny asked for council's authorization for an emergency purchase to replace the air handler and duct work in the Public Works building. Because this is an emergency we have gotten prices from two vendors and we recommend Davis Heating and Air Conditioning in the amount of \$61,380.43.

A motion was made to approve an emergency purchase with Davis Heating and Air in the amount of \$61,380.43 to replace the air handler and duct work in the Public Works building.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chaves
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

18. Public Comments (General): None

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

No Executive Session was held.

20. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:23 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
FEBRUARY 17, 2022

Special Called Meeting

50 E. Main St. City Hall Council Chambers

4:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present via Zoom	
John Riggs	Councilmember	Present via Zoom	
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

2. Consideration of a motion to approve a PILOT (Payment in Lieu of Taxes) agreement between the City of Statesboro, the Development Authority of Bulloch County, Bulloch County Board of Commissioners, the Board of Tax Assessors of Bulloch County and Private Developer.

City Manager Charles Penny stated the subject property in this agreement is located outside of City limits however we are required to approve the agreement in case the property does get annexed into the City.

A Motion was made to approve a PILOT (Payment in Lieu of Taxes) agreement between the City of Statesboro, the Development Authority of Bulloch County, Bulloch County Board of Commissioners, the Board of Tax Assessors of Bulloch County and Private Developer.

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

3. Consideration of a motion to approve an inducement agreement between the City of Statesboro, Development Authority of Bulloch County, Bulloch County Board of Commissioners, and Private Developer.

City Manager Charles Penny stated we are a party to this agreement with a commitment of \$500,000 to extend water sewer, and gas into the park. In addition the City will apply for an Employment Incentive Program grant in the amount of \$750,000 to help cover the cost of this infrastructure. If the cost exceeds the 1.25 million then Aspen Aerogel would be responsible for covering the overage.

A motion was made to approve an inducement agreement between the City of Statesboro, Development Authority of Bulloch County, Bulloch County Board of Commissioners, and Private Developer.

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

4. Other Business from City Council: None

5. City Managers Comments

City Manager Charles Penny stated the above mentioned grant will be on the March 1, 2022 Council agenda for your consideration. However due to the timeline and federal procurement process of the grant the City will need to begin advertisement before the March 1st meeting and we just wanted to make you aware of that.

6. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 4:44 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

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

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*	\$6,497.00

**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>	25%	<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>	20%	<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>	10%	<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>

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	\$ 39,223	\$ 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: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 2/22/2022

RE: The Station

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: The Station

D/B/A Name

2. Applicant's Name: Kaleo Lyles / The Station of Statesboro LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 441 S Main St Unit 213
Statesboro GA 30458

4. Business mailing address: 470 S Main St
Statesboro GA 30458

5. Local business phone number: 678 943 5368

Corporate office phone number: _____

6. Name of Manager: Kaleo Lyles
Person responsible for alcohol licensing issues

7. Phone number for manager: 678 943 5368

8. Email address for manager: K.Lyles @ gameso.com
For purpose of application is:

New Business New Owner _____

Previous owner's name: N/A

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

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

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership LLC

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

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

Full Legal Name: Kairo Lyles Phone #: 678-943-5368

Home Address: _____

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

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

Name & address of partnership, LLC, or LLP: The Station of Statesboro LLC
441 S Main St Unit 213 Statesboro 30458

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

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

15. Members of LLC and/or partners:

Full Legal Name: Clyde Al Chapman Phone #: 912 481 4636

Home Address: _____

Full Legal Name: Kaleo Lyles Phone #: 678 943 5368

Home Address _____

Full Legal Name: Parker Newhart Phone #: 678 591 3389

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? yes
(Attach additional pages if necessary)

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

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

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

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

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

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

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

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

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

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

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

441 S Main St LLC (Haleo + AL)
470 S Main St Statesboro, GA 30458

21. Is the commercial space where the business is to be located rented or leased? yes NO

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?

NO

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

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

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

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

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

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

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

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

I, Kateo Lyles, 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.

Kateo Lyles
Print full name as signed below

[Signature] Partner 12/8/2021
Signature of applicant Title Date

Sworn and subscribed before me this Dec day of 21, 2021.
[Signature] 8-23-22
Notary Public 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	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	<u> X </u>	\$2800
3. Caterer	<u> X </u>	\$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	<u> X </u>	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 3,300

**The Station
441 S Main St Unit 213
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	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

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



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

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

To: Mr. Charles Penny, City Manager

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

Date: February 21, 2022

RE: Banking Services-Purchasing Card Program

Recommendation: Approval to increase the monthly limit of the City of Statesboro's Purchasing Card Program with Synovus from \$300,000 to \$500,000.

Background: On July 20, 2021, Council approved the City's Purchasing Card Program with Synovus. The Program included a \$300,000 limit and also approved Cindy West, Finance Director, to be the card administrator. Due to cost increases, the \$300,000 limit needs to be increased to avoid any disruptions of services or purchases where the cards are used.

Budget Impact: N/A

Council Person and District: All

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

MEMORANDUM

DATE: February 21, 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: Proposed Resolution Approving Administrative Guidelines and Policies

The City's Housing Rehabilitation Consultant, Insight, has prepared draft Resolutions, Guidelines and Forms that it proposes to use for the administration of the City's Housing Rehabilitation Program. These documents were reviewed with the Mayor and City Council at the February 15, 2022 Work Session and are in accordance with established local, state and federal administrative guidelines. Specifically, these documents include:

1. Project Budget Resolution
2. Financial Management Resolution
3. Housing Assistance Policy & Housing Forms (HSG. 01 – HSG. 25)
4. Housing Construction Contract Award Policy
5. Citizen Participation Plan
6. Residential Anti-displacement and Relocation Assistance Plan
7. Local Jobs Initiative (Section 3) Plan
8. Code of Conduct
9. Fair Housing Policy
10. Procurement Standards
11. Equal Opportunity Plan

Budget Impact: The funds for this program will come from the City's grant allocation of the American Rescue Plan Act (ARPA). \$2.5 million dollars will be allocated from each of the two allotments received by the City for a total of \$5 Million dollars.

Council Member District: All

Action Requested: Vote on Approval of Administrative Guidelines and Policies Relating to the City's Proposed Housing Rehabilitation Program and authorize the Mayor to execute all enumerated documents.

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

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM Resolution Approving Administrative Guidelines and Policies

WHEREAS, the City of Statesboro wishes to carry out its Housing Rehabilitation Program in accordance with established local, state, and federal administrative guidelines.

NOW, THEREFORE, the Statesboro City Council hereby collectively adopts the following resolutions, plans, and policies, and resolves that they be utilized during the administration of its Housing Rehabilitation Program:

1. Project Budget Resolution
2. Financial Management Resolution
3. Housing Assistance Policy & Housing Forms (HSG.01 – HSG.25)
4. Housing Construction Contract Award Policy
5. Citizen Participation Plan
6. Residential Antidisplacement and Relocation Assistance Plan
7. Local Jobs Initiative (Section 3) Plan
8. Code of Conduct
9. Fair Housing Policy
10. Procurement Standards
11. Equal Opportunity Plan

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Project Budget Resolution

Be it ordained by the City of Statesboro, Georgia, that pursuant to state law O.C.G.A. 36-81-1 *et seq*, the following grant project resolution is hereby adopted:

Section 1. The project authorized is the American Rescue Plan Act (ARPA) described in the work statement contained in the grant agreement between the City of Statesboro and the U.S. Department of the Treasury. This project is more familiarly known as the Statesboro Housing Rehabilitation Program.

Section 2. City of Statesboro staff is hereby directed to proceed with the grant project within the terms of the grant project document(s), the rules and regulations of the U.S. Department of the Treasury, and the budget contained herein.

Section 3. The following revenues and resources are anticipated to be available to complete the project activities:

American Rescue Plan Act (ARPA) Project Total Grant Award	\$5,000,000
---	-------------

Section 4. The following amounts are appropriated for the project activities:

American Rescue Plan Act (ARPA) Project Budget	\$5,000,000
--	-------------

Section 5. The Project Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to provide the accounting to the U.S. Department of the Treasury required by the grant agreement(s) and federal and state regulations.

Section 6. The Project Finance Officer is directed to report quarterly on the financial status of the project.

Section 7. The Project Finance Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission made to this Council.

Section 8. Copies of this project budget ordinance shall be made available to the Project Finance Officer for direction in carrying out this project.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Financial Management Resolution

WHEREAS, the City of Statesboro has received American Rescue Plan Act (ARPA) funding in the amount of \$5,000,000; and

WHEREAS, the City of Statesboro requires that a Project Finance Officer and a depository for ARPA funds be designated;

NOW, THEREFORE, the City of Statesboro hereby resolves the following:

- (1) Cindy West, Statesboro Finance Director, will serve as Project Finance Officer, and will be responsible for financial management of the program.
- (2) Synovus of Statesboro, GA, is hereby designated as the official depository for revenues budgeted for the ARPA Housing Rehabilitation Program.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Housing Assistance Policy (HAP)

The following information is designed to serve as the basis for administrative policies, guidelines, and procedures necessary to establish an effective Housing Rehabilitation Program for the City of Statesboro. The attached Housing Forms (HSG.01-HSG.25) are incorporated into this Housing Assistance Policy for use during implementation of the Housing Rehabilitation Program. As is the case with all new programs, certain alterations, amendments, and additions to these guidelines may be required as the program is implemented. Review of these guidelines is encouraged to maintain consistent administrative quality. The administrative personnel, consultant, and the City staff members responsible for program administration should become completely familiar with the contents of the pages which follow.

I. SELECTING AND PROCESSING APPLICANTS

Before a successful housing rehabilitation program involving the use of grants can begin operation, many administrative and policy decisions must be made. These decisions should be made with the benefit of input from the residents of the City of Statesboro.

The applicant outreach and application rating process for the City's Housing Rehabilitation Program has been developed to provide a distribution plan including an objective, competitive rating system based on basic eligibility criteria. The City has recommended provision of housing rehabilitation subsidies to "scattered site" beneficiaries based on income, ownership/tax liability, special population, and severity of housing needs criteria. Applicants must be the owner of record and must have paid local taxes to date. Selected units will be further examined for income verification, field assessments, and eligibility requirements once the project is funded to determine their final status for funding.

The following outlines the applicant screening/prequalification process that the City of Statesboro utilizes to select the households who will receive rehabilitation/reconstruction assistance under the City's Housing Rehabilitation Program:

- Applications: An information statement regarding eligibility requirements will be publicized through the local newspaper, social media, and/or the City's website, including notification to any households that may be on the City's existing housing rehabilitation request list, with information about obtaining an application from the City's Planning and Development Department. If applicants request assistance in completing applications, they will have the option of visiting the City Planning and Development Department office, where the City's staff and/or housing consultant will be available to assist and answer questions. Applications are to be returned to the City's Planning and Development Department office to be reviewed for initial eligibility qualification (occupancy status, low to moderate income, etc.). The program staff will review applications as they are received and request additional information if it is needed.

- Income Verifications: The City will utilize existing HUD low-to-moderate income (LMI) guidelines (Bulloch County, Georgia) for assessment of household income. The City will require written documentation of income, including public benefits, payroll information, or submittal of tax return information if available. The City will include adjusted (AGI) wage and benefit income for the head of household, spouse, and all other non-transient (i.e., regular contributors to household expenses) household members 18 years of age and above. Business income for self-employed individuals will be verified through income tax records and include net profits as well as wages paid to household members.
- Field Assessment: Households meeting initial eligibility qualifications will then be visited by the City's Construction Manager/Housing Inspector to conduct the Housing Needs Assessment to determine the condition of the house, document housing needs, and obtain preliminary cost estimates for either rehabilitation or replacement housing.
- Definitions:
 - Elderly: An individual aged 62 or older.
 - Disabled: Any person who has a physical or mental disability that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment, in accordance with 24CFR92.2.
 - Household Member: Any individual who is an occupant of the unit to be rehabilitated/reconstructed (enumerated for household size and subject to income verification as applicable).
 - Occupant: Any immediate family member (e.g., mother, father, spouse, son, daughter of the head of household, regardless of time of occupancy) or a non-immediate family member who has resided in the dwelling unit at least six months of the twelve-month period prior to the application date.

The application rating system functions as follows:

- Preliminary Rating: Completed applications will receive preliminary rating according to the following points table:

<u>Income Categories</u>	<u>Points</u>
Income >80% of median income	0
Income 51-80% of median income	3
Income 31-50% of median income	5
Income <30% of median income	7
<u>Special Population Goals</u>	<u>Points</u>
Elderly (62 or above) Individual in Household	3
Disabled Individual in Household	5
<u>Eligibility Requirements</u>	
Homeowner Not Owner of Record	Not Eligible

- Final Rating: The City will use the program’s Housing Needs Assessment Form to evaluate the housing needs of the highest-rated applications received following preliminary review as outlined above. Units will be rated according to the points system identified below:

<u>Housing Needs Factors</u>		<u>Points</u>
1.	0-3 Severe Systems	2
2.	4 Severe Systems	4
3.	≥5 Severe Systems	6
4.	Severe Water Need	3
5.	Severe Sewer Need	3

- The City will also request an attorney to complete preliminary title opinions for primary beneficiaries to verify that applications for units to be repaired are filed by the owner of record. Once title opinions are received, recipients will be given up to 60 days to resolve title problems such as multiple heirs or liens that would prohibit a final award (recipients will be referred to legal services organizations that provide voluntary assistance to LMI households).
- If the City decides to withdraw a preliminary award following reassessment as noted above, the most competitive applicant from the alternate award list (within treatment and budget parameters) will be given consideration for a housing rehabilitation grant.
- When rehabilitation/reconstruction assistance final awards have been made by the Planning & Housing Administrator, owners will be contacted and asked to make an appointment with the City Planning and Development Department to execute the Promissory Note, Deed of Trust, and other preconstruction documents.

II. DWELLING UNIT INSPECTIONS

Inspections of each dwelling unit eligible for housing rehabilitation will be made by the City’s Construction Manager/Housing Inspector. The inspections will include a determination of substandard conditions, as summarized in a deficiencies checklist. Owners of deteriorated units will also be given the opportunity to fill out a deficiencies checklist. Inspections will identify repairs that should be made to place the unit in a standard condition in accordance with the program Contractor’s Handbook.

III. CONVENTIONAL REHABILITATION STANDARDS

A. *General*: All units proposed for conventional rehabilitation assistance will be rehabilitated to the Housing Rehabilitation Standards as contained in the program Contractor’s Handbook and will conform to the most current Georgia State Residential Building Code requirements and all applicable locally-enforced codes, ordinances, permitting, and inspection requirements. No completed units will retain any imminent threats to the health or safety of their occupants or to their structural integrity. The City will utilize rigorous rehabilitation construction standards, to be clearly outlined in the Contractor’s Handbook, to ensure that universal design standards

(accessibility modifications, fire prevention, proper ventilation, vapor barrier installation, etc.) are maintained, and that all contractors are utilizing standard, code-approved materials for structural, finish, electrical, plumbing, and HVAC work. HUD Model Residential Property Rehabilitation Standards will be utilized to compute living area requirements and bathroom requirements for all households, regardless of size.

- B. *Rehab Design for Disabled Beneficiaries:* The City will utilize an accessibility deficiencies checklist during preparation of the work write-up to ensure that the Georgia State Accessibility Code requirements for new construction are met when handicapped individuals occupy units to be rehabilitated.
- C. *Flood Hazard Areas:* All units located in the special flood hazard area will be rehabilitated to comply with locally enforced flood damage prevention statutes and FEMA flood insurance guidelines. Prior to inspection, the City will perform flood elevation surveys of any units located in the special flood hazard area. If finish floor elevations are determined to be below the 100-year flood elevation, the City will raise the floor elevation, if structurally and financially feasible.

IV. CONSTRUCTION QUALITY/MAINTENANCE

- A. *Construction Guidelines:* The program Contractor's Handbook is hereby incorporated into this Housing Assistance Policy by reference. The general provisions included in the Contractor's Handbook shall serve as the general guidelines for all rehabilitation and reconstruction work performed during the Housing Rehabilitation Program. The Specifications included in the Contractor's Handbook shall serve as the standard quality of workmanship. The Contractor's Handbook stresses the application of universal design standards during rehabilitation and reconstruction. The handbook outlines standard installation procedures for ventilation systems, accessibility modifications, vapor barrier installation, weatherstripping, new bathroom installation, etc. Copies of the Contractor's Handbook will be made available at the City Planning and Development Department office for review by program applicants, grant recipients, and interested citizens.
- B. *Bidding and Construction Process:* The Construction Manager/Housing Inspector will prepare work write-ups and cost estimates, and coordinate the construction bidding, award, and inspection process for the owners. Work specifications, general contract provisions, and write-ups will be distributed at contractors' meetings which contractors will be required to attend in order to bid. The City maintains an active list of prequalified contractors, and also will publish notices of contractors' meetings/requests for bids in local news media.

The City will require the Construction Manager/Housing Inspector to make periodic inspection visits to each unit under construction, to approve changes in the scope of work, to summarize on-site findings in written form for the Project Manager, and to verify that finished construction

meets program standards. In addition, the local building official will make regular inspection visits, and will provide the Project Manager with a certificate of occupancy for each completed unit. Every unit will be guaranteed by a one-year warranty.

- C. *Homeowner Maintenance Measures:* During implementation of the housing rehabilitation program, the City will develop a post-construction checklist for review with all owners to make sure that owners are satisfied with construction and that they understand utility operation and costs.

V. MAXIMUM REHABILITATION/REPLACEMENT GRANT LIMITATIONS

The City expects to provide housing rehabilitation to owner-occupied dwelling units and where feasible, investor-owned dwelling units occupied by low-moderate income tenants, assuming average rehabilitation costs fall below the maximum limits of \$50,000 or \$70.00 per square foot of heated, occupiable space. If bids exceed the maximum allowable limits, the rehabilitation units will be rebid. If bids still exceed the maximum allowable limits, then approval to exceed the limits will be obtained from the Planning & Housing Administrator prior to issuing contracts/beginning construction, or the unit may be reconsidered for reconstruction treatment.

VI. REHABILITATION/RECONSTRUCTION GRANT ELIGIBILITY CRITERIA/FINANCIAL DESIGN

- A. All rehabilitation/reconstruction housing beneficiaries must be either owner-occupant households who reside in Statesboro, or low-moderate income tenant households with qualifying investor owners, as authorized and allowable under program funding guidelines.
- B. The owner(s) of any unit to be rehabilitated or reconstructed must be able to legally execute an Deferred Payment Loan (DPL) Deed of Trust/Promissory Note following formal award of a Rehabilitation/Reconstruction Grant and prior to execution of a Contract for Housing Construction Work.
- C. All LMI owner-occupied households will receive their rehabilitation subsidy in the form of a zero interest, 5-year forgiven loan. The *pro rata* portion of the forgiven loan will be recaptured by the city upon sale or transfer of the property (except upon transfer to an income eligible heir through probate). Borrower's loan balance shall be reduced by 1/5 for each full year of the loan. The amount of the loan due and payable at any time shall be determined after deducting the amount of the loan forgiven by the lender.

NOTE: If non-program financial assistance for housing improvements is obtained after the deferred payment loan is closed, and prior to the expiration of the recapture period outlined above, the loan may be subordinated to this new loan.

- D. All above-LMI owner-occupied households and investor-owner units will receive their rehabilitation subsidy in the form of a zero interest, 7-year forgiven loan. The *pro rata* portion of

the forgiven loan will be recaptured by the city upon sale or transfer of the property (except upon transfer to an income eligible heir through probate). Borrower's loan balance shall be reduced by 1/7 for each full year of the loan. The amount of the loan due and payable at any time shall be determined after deducting the amount of the loan forgiven by the lender.

- E. *Security and Loan Recapture:* All DPL's will be secured with a Deed of Trust on the property to be rehabilitated. For investor-owner units, the promissory note for each loan will include conditions that place the investor-owner in default if occupancy, insurance, or rent control provisions are violated. If the rehabilitated unit is sold/transferred (except through probate to an income-eligible heir) during the loan term or if the insurance/rent control provisions for investor-owner units are violated during the loan term, the *pro rata* balance of the DPL (see table below) will be due and payable.

- F. The DPL Deed of Trust shall be for the full amount of the individual dwelling unit grant award assistance, except for special conditions involving multiple owners outlined below. The agreement shall be recorded immediately following execution of the note. Additionally, the deed of trust/promissory note shall be modified if the final contract cost exceeds the original contract cost.

- G. The City of Statesboro reserves the right to negotiate a 0% or low-interest loan agreement with above-LMI owner-occupants or investor-owners, if a direct owner contribution poses a financial hardship. The loan will be negotiated by the Director of Planning and Development according to guidelines herein.

Percentages shown below are direct owner contributions to the total rehabilitation construction cost for above-LMI owner-occupants or investor-owners:

% Owner's Income/ Median Income	Owner's Participation Percentage	% Owner's Income/ Median Income	Owner's Participation Percentage
0-80%	0%	166-170%	19%
81-85%	2%	171-175%	20%
86-90%	3%	176-180%	21%
91-95%	4%	181-185%	22%
96-100%	5%	186-190%	23%
101-105%	6%	191-195%	24%
106-110%	7%	196-200%	25%
111-115%	8%	201-205%	26%
116-120%	9%	206-210%	27%
121-125%	10%	211-215%	28%
126-130%	11%	216-220%	29%
131-135%	12%	221-225%	30%
136-140%	13%	226-230%	31%
141-145%	14%	231-235%	32%

% Owner's Income/ Median Income	Owner's Participation Percentage	% Owner's Income/ Median Income	Owner's Participation Percentage
146-150%	15%	236-240%	33%
151-155%	16%	241-245%	34%
156-160%	17%	246-250%	35%
161-165%	18%	> 250%	35%

- H. *Reduction Factor for Base Rent Affordability - Investor Owner Units:* If the base rent, excluding all owner-paid utility costs, is less than 20% of the tenant's gross income, the owner's base participation amount from the table above will be reduced according to the following formula:

$$\text{Adjusted Participation Amount} = \left(\frac{\text{Base Rent}}{20\% \text{ Gross Monthly Income}} \right) \times \text{Base Participation Amount}$$

Example:

Tenant's Income = \$12,000/yr. = \$ 1,000/mo.	Investor-Owner Base Participation Percentage = 6%
20% of Tenant's Income = \$200/mo.	Rehab Amount = \$12,000
Base Rent (excl. utilities) = \$150/mo.	Owner's base participation amount = \$720.00
Ratio of Base Rent 20% of Tenant's Income = 150/200 = 75%	Owner's adjusted participation amount = 75% (\$720) = \$540

In no cases will the application of the above formula result in an adjusted participation that is less than 50% of the base participation amount.

- I. *Terms of Rent Control - Investor-Owner Units:*
- 1) "Base rent" for the rental unit shall be the rent established on the application date (on file for all rental units in the program) or one year prior to approval of the rehabilitation loan applications, whichever date is later.
 - 2) Rent control of no more than 10% a year from the base rent shall extend for the length of the rent control agreement, as outlined under (5), below. A maintenance agreement that clearly outlines investor-owner and tenant responsibilities throughout the duration of the rent control agreement will be executed with the rent control agreement.
 - 3) In no case shall rent increases as allowed under (2), above, cause the increased rent to exceed 30% of the tenant's income (ability-to-pay).
 - 4) If the base rent exceeds the tenant's ability-to-pay, the rent shall be frozen until such time that an increase would not violate the conditions of (2) and (3), above.

- 5) The rent control agreement shall extend from the date of execution of the DPL for the rehabilitation unit, to ensure maximum benefit to tenants, and to allow establishment of the rent control period according to final contract amount. Rent control provisions shall be secured by the deed of trust/promissory note. The length of the rent control agreement shall be seven years.
- 6) The rent control agreement shall include a provision that the investor-owner guarantee continued occupancy to low- and moderate-income households throughout the life of the rental agreement. If the initial tenant vacates the unit prior to the end of the rent control period, the investor-owner will be required to make the unit available to a new low- and moderate-income tenant, a new, affordable base rent will be ensured, and the other terms of the original rent control agreement will remain in effect for the new tenant for the remaining term of the agreement.

VII. REHABILITATION/RECONSTRUCTION GRANT AWARDS AND OWNERSHIP INTEREST GUIDELINES

All rehabilitation and reconstruction grant awards will be approved by the Planning & Housing Administrator if potential grantees meet the grant eligibility and limitation requirements outlined herein.

Guidelines for Grant Awards for Properties Having Multiple Owners and Unclear Title: The City of Statesboro realizes that, during the implementation of its Housing Rehabilitation Program, dwelling units eligible for rehabilitation or reconstruction may be owned by numerous heirs, some of whom may not wish to participate in the program; by owners in clear possession of the property who do not wish to participate in the program; or by persons in apparent possession of the property with unclear title to the property. In order to prevent subsequent sale of rehabilitated/reconstructed property, and to ensure long-term benefit to low- and moderate-income residents, while maintaining the primary program goal of treating substandard housing, the City will utilize the following guidelines in executing rehabilitation contracts and deeds of trust for deferred payment loans:

Situation No. 1: Clear Title; all owners will execute contract and deed of trust/promissory note. Award grant; have all owners execute deed of trust/promissory note for full amount of grant. *(Note: In all cases where two or more individuals in different households are owners of record, all owners who execute the DPL will be assumed to have an interest in the contract value of improvements equivalent to an individual owner's percentage of ownership when compared to the 100% interest in the contract value assumed to be held by the total number of owners executing the DPL. Above low- and moderate-income owners will then participate in their interest of the contract value according to their household income.)*

Situation No. 2: Clear Title; only a percentage of owners will agree to participate; non-participant owners have an active long-term interest in property and may force sale after rehab. Do not award rehabilitation grant; when appropriate, utilize code enforcement process to rehabilitate dwelling.

Situation No. 3: Clear Title; however, some owners are out of state and will not return correspondence, or are deceased, but all owners with an active interest in property will participate. Award grant; have all owners with active interest sign deed of trust/promissory note for only the percentage of the grant amount that would accrue to them upon sale. However, for purposes of calculating owner contribution, owners who execute DPLs are assumed to have an interest in full contract value, as outlined above.

Situation No. 4: Unclear Title with one or more individuals listed as owners, but other owners are not known, and all individuals listed as owners will participate. Proceed as with Situation No. 1, above.

Situation No. 5: Unclear Title, with one or more individuals listed as owners, others are not known; one or more of known owners has an active interest in property and will not participate. Proceed as with Situation No. 2, above.

Situation No. 6: Unclear Title, with all known owners having an active interest agreeing to participate. Proceed as with Situation No. 3, above.

Situation No. 7: Owner-Occupant Heir Property; no title opinion offered. Consult with attorney. If occupant is claiming ownership, but has no evidence of active interest, i.e., tax and utility payments, use code enforcement, when appropriate. If occupant has evidence of long-term active interest and is an apparent heir of a former owner, execute rehab contract/deed of trust/promissory note with that individual.

Situation No. 8: Investor-Owner Heir Property. Proceed with apparent landlord as outlined in Situation No. 7, above.

Note: When determining who has an active interest in property, the Project Manager will attempt to contact all owners of record before deciding to use code enforcement (if appropriate) or execute a grant with only some of the owners.

VIII. REGULATIONS PERTAINING TO ACCESSORY BUILDINGS

Non-residential accessory buildings located on the same lot as a dwelling unit approved for a rehabilitation grant are ineligible for rehabilitation. Grant monies may be applied to the demolition of such substandard structures, but in no instance for their rehabilitation. An accessory building for the purpose of the Housing Rehabilitation Program guidelines is defined as follows:

A detached subordinate structure operated and maintained under the same ownership and located on the same lot as the main building. No such building may be inhabited or used by other than the owners, lessee or tenant of the premises or their employees.

The demolition of substandard accessory buildings may be required by the City as a part of the rehabilitation grant. Grant monies, if the owner's application is approved, may be used to rehabilitate the dwelling unit and demolish all substandard accessory buildings at the same time.

IX. TEMPORARY RELOCATION BENEFITS

The Planning & Housing Administrator is authorized to approve temporary relocation payments to owner-occupants or to eligible tenants who are forced to vacate their dwellings during rehabilitation or prior to provision of a comparable replacement dwelling following demolition on a case-by-case basis if such assistance is recommended by the Project Manager. Such temporary relocation shall be accomplished at the minimum feasible cost, and in accordance with the policy as detailed below. Temporary relocation payments will be limited to cover only those expenses that would not otherwise be normal to the relocatee. Approval of temporary relocation assistance for rent, motel charges, temporary storage, etc., will be made only upon submittal of cost-effective procurement documentation and invoice documentation by the Project Manager.

- A. *Intent of Temporary Relocation Policy:* The City plans to carry out certain activities that will improve the living environment of the affected participants. This policy information applies to any homeowner who is required to temporarily relocate as a result of carrying out conventional rehabilitation, lead based paint abatement, or on-site replacement (reconstruction) housing activities under the program.

The intent of this policy is to enable a homeowner to receive limited assistance when renting a temporary housing unit. This assistance is offered to help address the financial burden that is often associated with temporary relocation. The low to moderate income homeowner families and individuals for whom this Policy is designed will be offered this assistance only if they are required to temporarily relocate as a result of the project.

- B. *Homeowner/Tenant Replacement Housing:* If any of the project activities require a homeowner to be temporarily relocated, the homeowner/tenant will receive a notice informing him/her of the date by which the unit must be vacated and approximate duration of the temporary relocation. Homeowners/tenants may be eligible to receive the moving benefits and temporary housing expenses described herein if the homeowner moves to a temporary unit that is decent, safe, and sanitary, and suitable for the needs of the household. Therefore, even though a homeowner/tenant may seek his/her own replacement housing, an agreement to temporarily rent a dwelling should not be entered into until the unit has been inspected and approved by a member of City staff or designated building inspection official.
- C. *Temporary Replacement Housing Assistance:* In general, the temporary replacement housing assistance for homeowners/tenants, subject to participation in the City's housing rehabilitation program, is as follows:

1. *Moving Benefits:*
 - a. Actual moving expenses and storage costs paid to a bonded and licensed moving company for the move to the temporary housing unit. The City of Statesboro will provide the mover.
 - b. Actual moving expenses costs paid to a bonded and licensed moving company for the return move to the homeowner's housing unit. The City of Statesboro will provide the mover.
 - c. Reimbursement for the disconnection and connection costs for the dwelling unit utilities, telephone, and cable (if required) for the move to the temporary unit and for the return move to the assisted housing unit.
 2. *Temporary Housing Expenses:* A homeowner/tenant may be reimbursed for actual reasonable documented rent and utilities (electric, water/sewer, and gas) incurred at the temporary replacement dwelling. In order for a homeowner/tenant to receive reimbursement of the Temporary Housing Expenses, the temporary replacement dwelling must be inspected and approved by a member of the City's staff (or building inspection official if designated) as decent, safe and sanitary, and adequate to meet the homeowner's/tenant's occupancy needs. A premature move may result in loss of eligibility for a temporary housing expense payment.
- F. *Decent, Safe and Sanitary Housing:* Housing is to be considered decent, safe, and sanitary if it is sound, clean, weathertight, and in standard condition. The unit must have hot and cold running water, a private inside toilet, bathing facilities, and comply with the local housing codes. The unit must also comply with the local occupancy codes to avoid overcrowding.
- G. *Fair Housing Laws:* If a family or individual is unable to temporarily rent a replacement dwelling because of discriminating practices related to race, color, creed, disability, familial status, or national origin, the form HUD 903, Housing Discrimination Complaint, will be made available to each family or individual so aggrieved. The City of Statesboro will take positive action to assist each family and individual in completing the form and filing the complaint. City staff will help assure a family or individual the full opportunity to relocate to a temporary dwelling provided for them or to a unit of their choice that meets the required inspection standards.

X. OPTIONAL COVERAGE POLICY FOR PROVISION OF REPLACEMENT HOUSING

The City of Statesboro adopts the following optional coverage relocation policy to be used during implementation of its Housing Rehabilitation Program under the authority of 24CFR570.496a (d).

All units approved for assistance by the City will be inspected to determine whether rehabilitation or replacement is the more cost-effective treatment. The City will not rehabilitate units if the cost of rehabilitation exceeds 80% of the cost of demolition and on-site replacement (regardless of whether the replacement unit is provided on or away from the displacement parcel). Additionally, no more than \$25,000 may be spent on rehabilitation of a manufactured home. Rehabilitation assistance provided in excess of \$50,000 or \$70.00 per square foot must be qualified as substantial rehabilitation by the Planning & Housing Administrator.

To ensure that federally mandated relocation requirements are met during provision of replacement housing assistance, the terms of Program funded replacement housing assistance shall be as outlined under the Uniform Property Acquisition and Relocation Act (49CFR24), with the exception of the fact that the replacement housing benefit will be provided in the form of a forgiven loan as outlined under B.2, below. Additionally, since this assistance is strictly voluntary and no involuntary displacement is involved, the following additional exceptions to 49CFR24 shall apply to the provision of Optional Coverage Replacement Housing Assistance:

- A. *Comparable Replacement Dwelling:* The term "comparable replacement dwelling," as defined under 49CFR24, shall be redefined for purposes of replacement housing assistance to mean a dwelling which is (1) decent, safe, and sanitary, as defined in 49CFR24.2(f); (2) on a site not subject to adverse environmental conditions and typical in size for residential development with normal site improvements; (3) generally comparable to the displacement site in terms of convenience to employment and commercial and public facilities and services; (4) within the financial means of the displaced person, as defined under 49CFR24.2(c) (8); and (5) currently available to the displaced person on the private market. A smaller "decent, safe, and sanitary" replacement dwelling (which by definition is adequate to accommodate the displaced person) may be determined to be functionally equivalent to the dilapidated unit scheduled for demolition.

The City of Statesboro reserves the right to provide a manufactured or modular home as a comparable replacement dwelling to the owner-occupant of a frame-built displacement dwelling, if budget considerations prohibit construction of a new frame-built dwelling or provision of a replacement housing payment for a replacement frame-built dwelling available on the private market. In such a case, the notice of relocation eligibility shall clearly state that the replacement dwelling will be a manufactured or modular home.

- B. *Financial Design of Optional Coverage Replacement Program:*

- 1) All replacement housing subsidies will be provided to households with incomes at or below 80% of the area median.

- 2) All owner-occupied households will receive their rehabilitation/replacement subsidy in the form of a zero interest, 5-year forgiven loan. The *pro rata* portion of the forgiven loan will be recaptured by the City upon sale or transfer of the property (except upon transfer to an income-eligible heir through probate). Borrower's loan balance shall be reduced by 1/5 for each full year of the loan. The amount of the loan due and payable at any time shall be determined after deducting the amount of the loan forgiven by the Lender.

NOTE: If non-program financial assistance for housing improvements is obtained after the deferred payment loan is closed, and prior to the expiration of the recapture period outlined above, the loan may be subordinated to this new loan.

- 3) The entire deferred loan will be provided through a Promissory Note and secured with a Deed of Trust on the property to be improved/replacement property. Transfer of the property will trigger payoff of the principal balance unless the new owner is verified by the City as eligible to assume the loan (income-eligible heirs).
- 4) The amount of the promissory note will be for the replacement structure cost and site improvements only – program support costs will not be secured.

C. *Relocation Notices:* A "notice of relocation eligibility," outlining all information described under 49CFR24.203(a) and (b) will be sent by certified mail or hand-delivered to all displaced individuals concurrently with any letter or document initiating negotiations for the displacement dwelling. Additionally, the Project Manager will, in all cases, precede the initiation of negotiations with a documented personal interview with the individual to be displaced.

D. *Basic Rights of Persons to be Displaced:* No person shall be required to move from a displacement dwelling unless comparable replacement housing is available to such person. The City shall not require any displaced person to accept a dwelling provided by the City under these procedures (unless the City and the displaced person have entered into a contract to do so) in lieu of any relocation payment for which the person may otherwise be eligible.

E. *Appeals:* Any aggrieved person may file a written appeal with the City of Statesboro in any case in which the person believes that the City has failed to properly consider the person's eligibility for assistance under this policy or has not provided assistance properly in accordance with this policy. Such appeals shall be handled in accordance with the provisions of 49CFR24.10 and the City of Statesboro Housing Program Assistance Citizen Participation Plan.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Information Statement**

PLACEHOLDER FOR INFORMATION STATEMENT

TO BE COMPLETED

Request for Assistance - Part "A"



Applicant Name: _____
Telephone #: _____
Mailing Address: _____
City/State//Zip: _____
Street Address: _____

**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Application for Housing Assistance**

To: City of Statesboro Planning & Development
Attn: Project Manager
PO Box 348
Statesboro, GA 30459

I, _____,
wish to participate in the City of Statesboro Housing Rehabilitation Program. I understand that I must submit three forms: Request for Housing Assistance (Part "A"), Application Summary form (Part "B"), and Income Verification form (Part "C") to be considered for assistance.

I understand that if my dwelling is selected for assistance, the assistance made to rehabilitate the dwelling unit will be in the form of a forgiven loan. I understand that I will have to execute a promissory note to obtain the loan, and that the promissory note will include conditions requiring me to pay back the loan if I sell the house over the term of the loan (up to ___-year term). I understand that the loan will be secured with a deed of trust on the real property to be rehabilitated. I understand that a third-party contractor selected by the City of Statesboro will perform the inspection of my dwelling unit, identify HUD Housing Quality and Program Standards deficiencies, and supervise the repair work on my behalf. I also understand that needed improvements will be performed by a third-party contractor selected through a bidding process coordinated by the City on my behalf.

To the best of my knowledge, I am the principal owner of the property to be improved. I understand that the City will undertake an ownership investigation if I am eligible for housing assistance. If it is determined that I do not have title to the property, I will be willing to obtain title at my expense in order to obtain housing assistance. I also understand that all local taxes must be paid up to date in order for the City to process this application. If my dwelling unit is a manufactured home, I understand that it must have been converted into real property in order to be eligible for assistance.

I further agree to furnish all additional information requested by the City representatives in an effort to establish my eligibility for rehabilitation loan assistance. In conclusion, I realize that this information is to remain confidential and used only for the purpose expressed herein.

Signature of Homeowner as Listed Above

Date

PLEASE RETURN TO THE CITY OF STATESBORO PROJECT MANAGER!
CITY OF STATESBORO PLANNING & DEVELOPMENT DEPARTMENT
ATTN: PROJECT MANAGER
PO BOX 348
STATESBORO, GA 30459

Application Summary Form - Part "B"



Applicant Name: _____
 Telephone #: _____
 Mailing Address: _____
 City/State/Zip: _____
 Street Address: _____

**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
 Application for Housing Assistance**

The following information should be filled out by the owner-occupant of the dwelling unit to be repaired.

1. List all household members.

a) Name of Head of Household: _____ Age: _____ Sex: _____

Race: White Black American Indian Hispanic Other (list) _____

Other Household Members

<u>Name</u>	<u>Relationship to Head of Household</u>	<u>Age</u>	<u>Sex</u>
b)			
c)			
d)			
e)			
f)			
g)			
h)			

2. Telephone # of Owner: Home: _____
 Cell or Alternate: _____
 Cell or Alternate: _____

**PLEASE RETURN TO:
 CITY OF STATESBORO PLANNING & DEVELOPMENT DEPARTMENT
 ATTN: PROJECT MANAGER
 PO BOX 348
 STATESBORO, GA 30459**

Income Verification Form - Part "C"



Applicant Name: _____
 Telephone #: _____
 Mailing Address: _____
 City/State/Zip: _____
 Street Address: _____

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Application for Housing Assistance
 (To be filled out by the owner-occupant of unit requiring repair)

Note to occupant:

Please attach the most recent IRS [Form 1040 (**page 1**) or 1040 EZ] **OR** government benefits documentation (i.e., Social Security, SSI, etc.) form for **each household member 18 or older**. If a household member aged 18 or older did not submit a tax return for the most recent calendar year, please indicate why not and attach documentation of government benefits paid and/or an income summary from your employer of monthly or annual income where indicated. Sign this form where indicated and have your signature witnessed.

Income Summary Information for Occupants 18 and Older

a) Head of Household:	c) Additional Occupant:
Sources of Income (list):	Sources of Income (list):
Form 1040 (tax return) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Form 1040 (tax return) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
If no, why not:	If no, why not:
Total Income (fill in one and ATTACH DOCUMENTATION): _____ (monthly) _____ (yearly)	Total Income (fill in one and ATTACH DOCUMENTATION): _____ (monthly) _____ (yearly)
b) Additional Occupant:	d) Additional Occupant:
Sources of Income (list):	Sources of Income (list):
Form 1040 (tax return) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Form 1040 (tax return) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
If no, why not:	If no, why not:
Total Income (fill in one and ATTACH DOCUMENTATION): _____ (monthly) _____ (yearly)	Total Income (fill in one and ATTACH DOCUMENTATION): _____ (monthly) _____ (yearly)

I, the undersigned head of household, acknowledge that the summary of income shown above is an accurate statement of the income of all household members aged 18 and older who occupy or own the dwelling unit eligible for rehabilitation assistance. I understand that additional investigations into my household income may be conducted by the housing program staff, and that I will be disqualified if I have misrepresented the income information listed above.

 Head of Household

 Witness

 Date

PLEASE SIGN AND RETURN WITH INCOME DOCUMENTATION ATTACHED TO
 City of Statesboro, Attn: Project Manager, PO Box 348, Statesboro, GA 30459

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Environmental Screening Checklist



Homeowner Name _____ PIN _____

Property Address _____

City _____, GA ZIP _____

Directions: To ensure that housing improvements result in no damage to the environment and that the Recipient is in compliance with all applicable environmental regulations, each dwelling unit targeted for housing improvements must be reviewed, using this form, prior to housing construction work. Please answer ALL questions below. Keep a copy of the checklist and attachments in the case file for the unit.

A. HISTORIC PROPERTY:

1. Is the house more than 50 years old? (Year built: _____).....
2. Is the house inside of any recognized historical district?
3. Is the house deemed eligible for inclusion in a historic district?
4. Does it appear to have any unique or significant architectural/historical features?
5. If "yes" to any of the previous four questions, submit a "Historical Evaluation Request" form.

	YES	NO
1. Is the house more than 50 years old? (Year built: _____).....		
2. Is the house inside of any recognized historical district?		
3. Is the house deemed eligible for inclusion in a historic district?		
4. Does it appear to have any unique or significant architectural/historical features?		

Note any other environmental concerns:

B. WETLANDS PROTECTION:

C. WATER QUALITY (including failing septic tanks or contaminated water wells). Specify if a septic permit is required:

D. CONFLICTS WITH LOCAL PLANS OR ZONING (Setbacks). Specify any restrictive subdivision covenants (brick veneer, etc.):

E. LEAD-BASED PAINT AND/OR ASBESTOS HAZARDS:

F. ELECTRICAL UTILITY CONCERNS:

G. UNDERGROUND STORAGE TANKS/HAZARDOUS WASTES/STORED CHEMICALS:

H. NUISANCES AND SITE SAFETY:

I. SOILS/SLOPE/EROSION/SITE CONDITIONS (PHOTOGRAPH):

J. SIGNIFICANT VEGETATION/LANDSCAPING (PHOTOGRAPH):

For each concern noted, attach an explanation of the cause for concern, the authority(ies) consulted, the advice received, and any mitigation activities completed. Forward copy of completed document to Project Manager. Include copies of all relevant documentation. (Keep copies in case files also.)

Report Prepared By: _____

Signature

Date

Title: Construction Manager



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Housing Needs Assessment**

Owner _____ Tenure _____

Occupant _____ Property Address _____

Inspector _____ Date of Assessment _____

I. DESCRIPTION OF UNIT

Type of Construction: _____

Heated Square Feet: _____ Square Feet Number of Rooms _____

Porches, Slabs, Exterior HVAC, Ductwork Notes: _____

II. BASIC WATER/SEWER NEEDS

	Conditions	
<i>Check systems having conditions</i>	Severe	Moderate
<input type="checkbox"/> WATER		
<i>Indicate: whether system is severe (S) or moderate (M).</i> _____	<input type="checkbox"/> No water supply or dry well (Circle one) <input type="checkbox"/> Contaminated well	<input type="checkbox"/> Inadequately sized/poorly functioning <u>public water lines</u> <input type="checkbox"/> On-site severe condition or no water supply <u>but public water runs in front of/by the house and house is not connected</u> <input type="checkbox"/> Periodically failing shallow well
	Needed improvement _____	Cost \$ _____

	Conditions	
<i>Check systems having conditions</i>	Severe	Moderate
<input type="checkbox"/> WASTEWATER		
<i>Indicate: whether system is severe (S) or moderate (M).</i> _____	<input type="checkbox"/> No wastewater disposal system (including no pit privy or outhouse) <input type="checkbox"/> Pit Privy (outhouse) <input type="checkbox"/> Failed (non-functioning) septic tank <input type="checkbox"/> Straight piping of sewage as the only wastewater disposal method (black water)	<input type="checkbox"/> Periodically failing septic tank <input type="checkbox"/> Inadequately sized/poorly functioning <u>public sewer lines</u> including laterals <input type="checkbox"/> On-site severe condition or no system <u>but public sewer runs in front of/by the house and house is not connected</u> <input type="checkbox"/> Straight piping without any septic tank failure (gray water)
	Needed improvement _____ Cost \$ _____	

III. HOUSING NEEDS ASSESSMENT

Inspector: Check Conditions That Apply.

	Conditions	
<i>Check systems having conditions</i>	Severe	Moderate
<input type="checkbox"/> FOUNDATION SYSTEM		
<i>Indicate: whether system is severe (S) or moderate (M).</i> _____ Cost of repairs: (including elevation, if applicable) \$ _____	<i>Requires replacement of major portion of or all of a foundation and venting system.</i> <input type="checkbox"/> Foundation incapable of supporting normal use load <input type="checkbox"/> Major deterioration of wood support members <input type="checkbox"/> Unstable foundation supports subject to movement	<i>Requires such items as removal and blocking of a foundation member; replacement/addition of vents.</i> <input type="checkbox"/> Inadequate or no foundation vents <input type="checkbox"/> Minor damage to wood support members <input type="checkbox"/> Missing or repairable foundation walls
	<input type="checkbox"/> FLOOR SYSTEM	
<i>Indicate: whether system is severe (S) or moderate (M).</i> _____ Cost of repairs: (including floor coverings) \$ _____	<i>Requires reinforcement, major repair, or replacement of floor system.</i> <input type="checkbox"/> Large holes in subfloors (10" diameter) <input type="checkbox"/> Severe buckling in floors/severely unlevel floors <input type="checkbox"/> Noticeable floor movement under walking stress <input type="checkbox"/> Severe water damage	<i>Requires repair or patching of floor system in small areas.</i> <input type="checkbox"/> Separation/disfigurement of flooring <input type="checkbox"/> Partially damaged subfloor, joists, or girders <input type="checkbox"/> Lack of floor insulation <input type="checkbox"/> Moderate water damage

	Conditions	
<i>Check systems having conditions</i>	Severe	Moderate
<input type="checkbox"/> EXTERIOR WALL SYSTEM		
<p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs: (including siding)</p> <p>\$ _____</p>	<p><i>Requires replacement of major portion of or complete replacement of exterior wall system.</i></p> <p><input type="checkbox"/> Severe leaning/buckling walls</p> <p><input type="checkbox"/> Large cracks or holes in the walls</p> <p><input type="checkbox"/> Major deterioration to wood siding.</p> <p><input type="checkbox"/> Exterior walls not weathertight</p>	<p><i>Requires minimal replacement of deteriorated siding.</i></p> <p><input type="checkbox"/> Patches of loose or missing siding</p> <p><input type="checkbox"/> Deterioration to vinyl or aluminum siding</p> <p><input type="checkbox"/> Wind damage</p>
<input type="checkbox"/> WEATHERIZATION		
<p>Cost of repairs:</p> <p>\$ _____</p>	N/A	<p><input type="checkbox"/> Lack of insulation or inadequate insulation</p> <p><input type="checkbox"/> Weatherization improvements required</p>
<input type="checkbox"/> ROOF SYSTEM		
<p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs: (including all exterior trim)</p> <p>\$ _____</p>	<p><i>Requires replacement of major portion of roof or complete replacement of roofing system.</i></p> <p><input type="checkbox"/> Major sagging or structurally unsound roof</p> <p><input type="checkbox"/> Large cracks or holes in roof</p> <p><input type="checkbox"/> Major roof leakage</p>	<p><i>Requires minimal repair to roof or any of its components.</i></p> <p><input type="checkbox"/> Rusted tin roof</p> <p><input type="checkbox"/> Loose/cured shingles on roof</p> <p><input type="checkbox"/> Minor roof leakage</p> <p><input type="checkbox"/> Minor sagging of roof</p> <p><input type="checkbox"/> Deteriorated/loose flashing</p> <p><input type="checkbox"/> Wind damage</p>
<input type="checkbox"/> PLUMBING SYSTEM (inside the house)		
<p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs: (including all new fixtures)</p> <p>\$ _____</p>	<p><i>Requires installation of new plumbing or replacement of entire plumbing system.</i></p> <p><input type="checkbox"/> No hot/cold running water</p> <p><input type="checkbox"/> No shower/tub, lavatory, or toilet</p> <p><input type="checkbox"/> Non-repairable indoor plumbing system (i.e., leaking galvanized pipes)</p>	<p><i>Requires replacement or repair of a small portion of the system.</i></p> <p><input type="checkbox"/> Repairable leaks in pipe(s) or plumbing fixtures.</p> <p><input type="checkbox"/> Malfunctioning hot water heater</p>
<input type="checkbox"/> ELECTRICAL SYSTEM		
<p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs:</p> <p>\$ _____</p>	<p><i>Requires complete change in electrical system to appropriate Code requirements.</i></p> <p><input type="checkbox"/> Less than 100 AMP service & lack of main disconnect for house</p> <p><input type="checkbox"/> Unsafe electrical wiring system in house (specify) _____</p>	<p><i>Requires replacement or repair of receptacles, switches, etc.</i></p> <p><input type="checkbox"/> Malfunctioning but repairable outlets in house</p> <p><input type="checkbox"/> Inadequate number of outlets in house</p>

	Conditions	
<i>Check systems having conditions</i>	Severe	Moderate
<input type="checkbox"/> WINDOWS/DOORS SYSTEM		
<p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs:</p> <p>\$ _____</p>	<p><i>Requires removal and replacement of door and/or window units or the replacement of window sashes.</i></p> <p><input type="checkbox"/> Window casing/sashes severely damaged or destroyed</p> <p><input type="checkbox"/> Doors severely damaged or decayed</p> <p><input type="checkbox"/> Non-repairable fit to window casing</p>	<p><i>Requires repair or replacement of parts; refitting or rehanging or adjusting of existing windows or doors.</i></p> <p><input type="checkbox"/> Windows inoperable/unsatisfactorily operating due to poor but repairable fit</p> <p><input type="checkbox"/> Windows missing or defective hardware</p>
<input type="checkbox"/> HVAC SYSTEM		
<p>Heating/Chimneys</p> <p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs:</p> <p>\$ _____</p>	<p><i>Requires installation of new system; replacement of entire system or repair of at least 50% of the cost of a new system. For chimneys, requires removal, repair, or replacement.</i></p> <p><input type="checkbox"/> No heating system in house</p> <p><input type="checkbox"/> Unvented heating system</p> <p><input type="checkbox"/> Heating system unable to heat habitable rooms & bathroom to 70EF</p> <p><input type="checkbox"/> Severely leaning chimney</p> <p><input type="checkbox"/> Missing bricks or essential parts in chimney</p>	<p><i>Requires replacement or repair of component parts; rehanging of loose ductwork, replacement of supply registers, thermostat, etc.</i></p> <p><input type="checkbox"/> Defective but repairable vented heating system</p> <p><input type="checkbox"/> Excessive leaks in heat duct system</p> <p><input type="checkbox"/> All habitable rooms heated to 70EF except bathroom.</p> <p>N/A for Chimneys</p>
<input type="checkbox"/> INTERIOR WALL SYSTEM		
<p>Walls/Ceiling</p> <p><i>Indicate: whether system is severe (S) or moderate (M).</i></p> <p>_____</p> <p>Cost of repairs: (including all cabinets, trim, and interior finishes)</p> <p>\$ _____</p>	<p><i>Requires replacement or major treatment of wall system.</i></p> <p><input type="checkbox"/> Severe bulging/leaning walls</p> <p><input type="checkbox"/> Large holes/cracks in walls (10" diameter)</p> <p><input type="checkbox"/> Severe buckling in walls</p> <p><input type="checkbox"/> Severe bulging/sagging ceilings</p> <p><input type="checkbox"/> Large holes/cracks in ceilings (10" diameter)</p> <p><input type="checkbox"/> Severe water damage</p>	<p><i>Requires the repair of a portion of an existing wall or ceiling.</i></p> <p><input type="checkbox"/> Small cracks/holes in walls</p> <p><input type="checkbox"/> Separation/disfigurement of wood materials</p> <p><input type="checkbox"/> Small cracks/holes in ceilings</p> <p><input type="checkbox"/> Separation/disfigurement of ceiling materials</p> <p><input type="checkbox"/> Lack of insulation in attic</p> <p><input type="checkbox"/> Moderate water damage</p>

	Conditions	
Check systems having conditions	Severe	Moderate
<input type="checkbox"/> EGRESS SYSTEM		
Exits/Stairs/Porches/Stoops <i>Indicate: whether system is severe (S) or moderate (M).</i> _____ Cost of repairs: \$ _____	<i>Requires cutting a wall or using an existing window to create a 2nd exit from the structure.</i> <input type="checkbox"/> Structure has only 1 means of egress from the dwelling	<i>Requires replacement, repair, or patching to provide safe exits from the house.</i> <input type="checkbox"/> Unstable, loose, nonsecure stairs or steps <input type="checkbox"/> Incapable of supporting normal load <input type="checkbox"/> Deterioration of wood members <input type="checkbox"/> Lack of handrails for exterior stairs with 4 or more risers <input type="checkbox"/> Separation or cracking of concrete or abnormally uneven or worn surface
NUMBER OF SEVERE SYSTEMS _____		

IV. INSPECTOR'S EVALUATION OF TREATMENT

1. Cost of Repairs:
 - a. Water/Sewer Cost (from Section II.) \$ _____
 - b. Base Rehab Cost (from Section III.) \$ _____
 - c. Other Costs B List:
 - Cabinets/Fixtures \$ _____
 - Painting (Interior & Exterior) \$ _____
 - Site Work \$ _____
 - Miscellaneous (_____) \$ _____

TOTAL REHAB COST \$ _____ *

2. Estimated Value of Property Following Repair (including land): \$ _____

If 1. is 90% or more of 2., unit is NOT suitable for rehabilitation (check replacement to right)

_____ Replacement

3. Estimated Cost of Comparable Replacement Unit (Include cost of land only if off-site replacement is required): \$ _____

If 1. is greater than 80% of 3., unit is NOT suitable for rehabilitation (check replacement to right)

_____ Replacement

4. Other Reason for Replacement in Lieu of Rehabilitation (manufactured home, etc.)

*NOTE: If rehabilitation exceeds \$50,000, but rehabilitation is still feasible, the unit is considered a substantial rehabilitation.

V. REHABILITATION COST-EFFECTIVENESS RATING

1. Estimated Total Rehabilitation Cost (from Section IV.1): \$ _____
2. Estimated Post-Rehab Sales Value (from Section IV.2): \$ _____
3. Divide #1 by #2: _____%
4. Rating (Transfer to rating sheet):

If #3 is 51-70%:	2 points
If #3 is 31-50%:	5 points
If #3 is <31%:	8 points

Inspector (Printed Name and Signature)

Date of Assessment

PROPOSED TREATMENT (CHECK ONE)

- _____ **REHABILITATION (COMPLETE HSG.04B)**
- _____ **CLEARANCE/RECONSTRUCTION (ON-SITE)***
- _____ **CLEARANCE/OWNER RELOCATION (OFF-SITE)***

Notes justifying treatment:

**TAKE EXTERIOR PHOTOS OF UNIT
AND ATTACH TAX CARD**

***Defer for available funding.**



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM

Rating Summary

Occupant: _____ Street Address: _____

Ownership (Check one)

_____ Applicant is homeowner of record (attach tax card).

_____ **Applicant is NOT homeowner of record (not eligible for assistance).**

Income/Special Population Goals

Points (Circle one.)

- | | | |
|-----------------------|--------------------------------|---|
| 1. Income Categories: | Income >80% of median income | 0 |
| | Income 51-80% of median income | 3 |
| | Income 31-50% of median income | 5 |
| | Income <30% of median income | 7 |

SUBTOTAL INCOME _____

- | | | |
|------------------------------|---|---|
| 2. Special Population Goals: | Elderly (62 or above) Individual in Household | 3 |
| | Disabled Individual in Household | 5 |

SUBTOTAL SPECIAL POPULATION _____

Post-Assessment Rating – Housing Need

Points (Circle one.)

- | | | |
|------------------------------|--------------------|---|
| 1. Number of Severe Systems: | 0-3 Severe Systems | 2 |
| | 4 Severe Systems | 4 |
| | ≥5 Severe Systems | 6 |

SUBTOTAL HOUSING _____

- | | | |
|---------------------------|-----------------------------------|---|
| 2. Water Supply Condition | If severe, circle number to right | 3 |
|---------------------------|-----------------------------------|---|

SUBTOTAL WATER _____

- | | | |
|------------------------------|-----------------------------------|---|
| 3. Sewage Disposal Condition | If severe, circle number to right | 3 |
|------------------------------|-----------------------------------|---|

SUBTOTAL SEWER _____

Post-Assessment Rating – Cost-Effectiveness

Points (Circle one.)

- | | |
|--|---|
| 1. Rehab Cost <31% of Replacement Cost | 8 |
| 2. Rehab Cost 31-50% of Replacement Cost | 5 |
| 3. Rehab Cost 51-80% of Replacement Cost | 2 |

SUBTOTAL COST-EFFECTIVENESS _____

TOTAL POST-ASSESSMENT RATING POINTS = _____

OR NOT ELIGIBLE

(check here)

DATE OF ORIGINAL APPLICATION FOR ASSISTANCE: _____

PROJECT MANAGER: _____

DATE: _____



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Administrative Contact History**

Property Address: _____

Date	Contact History	Recorded By



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Rehabilitation File Checklist

Property Address: _____

PLACEHOLDER FOR FILE CHECKLIST

TO BE COMPLETED



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Beneficiary Summary Form**

1. Head of Household _____
2. Protected Class (Race) _____ 3. Handicapped? _____
4. Telephone _____ P.O. Box _____
5. Street Address _____
6. Age of Occupant _____
7. Sources of Income: List (a, b, c)
a) _____
b) _____
c) _____
Social Security Number _____

8. Number of Dependents Living at Home (including spouse)
- | | |
|---|---|
| a) Name _____
Age _____ Handicapped? _____
Source of Income _____
S.S. # _____ | b) Name _____
Age _____ Handicapped? _____
Source of Income (if above 18) _____ |
| c) Name _____
Age _____ Handicapped? _____
Source of Income (if above 18) _____ | d) Name _____
Age _____ Handicapped? _____
Source of Income (if above 18) _____ |
| e) Name _____
Age _____ Handicapped? _____
Source of Income (if above 18) _____ | f) Name _____
Age _____ Handicapped? _____
Source of Income (if above 18) _____ |

9. Age of Dwelling Unit _____
10. How Long Lived in Unit _____

For Owner-Occupant Household Only

11. Do you have an existing homeowner's policy? Yes _____ No _____
Name of Provider _____ Telephone # _____

For Tenant Household Only

12. Name of Owner _____
13. Address _____
14. Telephone _____
15. Existing Monthly Rent _____

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Beneficiary Disclosure Statement/Conflict of Interest



A. Occupant: _____

a. Address of Dwelling: _____

b. Owner Name and Address (if different): _____

The following relationships are defined as conflict-of-interest relationships according to state and federal regulations:

- a. Spouse, Parent, Child, Brother, Sister, Grandparent, Grandchild
- b. Any step, half, or in-law relationships of the above family members
- c. Any business relationship or financial dealings with someone

B. Identify any relationships you may have with the following individuals:

RELATIONSHIP (YES/NO)	MUNICIPALITY LOCAL OFFICIALS	TYPE OF RELATIONSHIP
	Council Member Name: _____	
	City Manager	
	City Finance Director	
	City Building Inspector	
	City Clerk	
	Other Municipality Employee Name: _____	
	Insight Planning & Development's Employee Name: _____	

C. Please indicate below if you are related to another local official listed above who has left office or employment with the City within the last 12 months: _____

D. This program cannot provide assistance in conflict-of-interest situations without approval from the City Attorney, and it is program policy not to proceed without signed disclosure statements.

E. Any person who fails to disclose a relationship may be held responsible for repayment of grant funds that are determined to be ineligible due to the discovery of a conflict-of-interest.

F. I certify that the information provided herein is accurate to the best of my knowledge and belief.

Applicant Signature/Date: _____

Co-Applicant Signature/Date: _____



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Certification of Income

Name: _____

Property Address: _____

To: City of Statesboro Planning & Development Department
Attn: Project Manager
PO Box 348
Statesboro, GA 30459

This is to certify that my income is from part-time odd jobs or _____,
and averages \$_____ per week.

I further certify that I do not have tax returns or other evidence of income for the last calendar year and that if I have misrepresented this information, I may be subject to forfeiture of relocation benefits or full repayment of the forgiven loan made for rehabilitation of my dwelling unit.

I understand that this information is to remain confidential and is to be used only for purposes of determining program eligibility and housing affordability levels.

Signature of Unit Owner (Head)

Date _____

Signature of Unit Owner (Spouse)

Date _____



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Occupant's Income Information Summary Form

PROPERTY ADDRESS _____

OCCUPANT _____

PROPERTY OWNER (if applicable) _____

TOTAL HOUSEHOLD SIZE _____

TOTAL MONTHLY INCOME OF HOUSEHOLD (18 years old & older)

1) Head of Household: \$ _____

2) Spouse: \$ _____

3) Others:

A) _____ \$ _____

B) _____ \$ _____

C) _____ \$ _____

D) _____ \$ _____

E) _____ \$ _____

TOTAL VERIFIED MONTHLY HOUSEHOLD INCOME \$ _____

TOTAL VERIFIED ANNUAL HOUSEHOLD INCOME \$ _____

1) BULLOCH COUNTY MEDIAN INCOME LIMITS PER HOUSEHOLD SIZE:

1	2	3	4	5	6	7	8 or more
\$39,000	\$44,500	\$50,100	\$55,600	\$60,100	\$64,500	\$69,000	\$73,400

2) TOTAL VERIFIED ANNUAL HOUSEHOLD INCOME) MEDIAN INCOME = _____%

3) IF #2 IS 30% OR BELOW, HOUSEHOLD IS VERY LOW INCOME: ___(check)

4) IF #2 IS BETWEEN 30%-50%, HOUSEHOLD IS LOW INCOME: ___(check)

5) IF #2 IS BETWEEN 50%-80%, HOUSEHOLD IS MODERATE INCOME: ___(check)

6) IF #2 IS ABOVE 80%, HOUSEHOLD IS ABOVE LOW AND MODERATE INCOME: ___(check)



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Investor-Owner's Application for Assistance

To: City of Statesboro Planning & Development
Attn: Project Manager
PO Box 348
Statesboro, GA 30459

I, _____, wish to participate in the City of Statesboro Housing Rehabilitation Program. I desire to have the terms and conditions of the program explained to me. I understand that an investigation will be made to confirm the ownership of the dwelling unit to be rehabilitated, located at/on _____ in the City of Statesboro. I certify that I have provided full disclosure to the property and that if I have misrepresented the ownership of this house, I will be subject to litigation and repay the loan entirely. I also understand that an investigation will be made to confirm my income.

I understand that the loan made to rehabilitate the dwelling unit will be a zero-interest deferred payment loan extending for seven (7) years. I understand that I will have to execute a deed of trust and promissory note to obtain the deferred payment loan, and that the promissory note will include rent control conditions, as well as conditions requiring me to pay back all or a portion of the deferred payment loan if I sell the house or violate rent control conditions over the term of the loan. I understand that I will not have to pay back any of the loan amount unless I sell the dwelling unit or violate the rent control conditions during the loan term. I authorize the City of Statesboro to enter the dwelling unit to make the necessary rehabilitation inspection, provided the tenant is notified of the time and date of inspection.

I understand that I must maintain fire and (if applicable) flood insurance on my rehabilitated unit for the period of the forgiven loan. I understand that if I have an existing homeowner's/flood policy, I must take complete responsibility for extending existing coverage on the rehabilitated home. I understand that if I do not have an existing fire or flood policy, that the City of Statesboro will reimburse me for the cost of coverage for the first year following construction, but that payment for coverage after the first year following construction is my sole responsibility. I understand that I must take complete responsibility for maintenance of insurance coverage through the entire period of the forgiven loan. I understand that my failure to maintain insurance coverage as outlined in the Promissory Note for the forgiven loan is a default condition of my loan, and that the City of Statesboro will not be responsible for repair or replacement of uninsured damage during or following the loan period.

I further agree to furnish all necessary information asked for by the City of Statesboro representatives in an effort to establish my eligibility for a Rehabilitation Loan. In conclusion, I realize that this information is to remain confidential and used only for the purpose expressed herein.

Signature of Investor-Owner

Date of Receipt

CITY OF STATESBORO HOUSING ASSISTANCE PROGRAM
Investor-Owner's Application for Assistance

Insurance Information

Do you maintain homeowner's insurance coverage on this dwelling unit? Yes _____ No _____

If yes, who is the insurance provider?

Name

Address

Phone



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Investor-Owner's Income Information Summary Form**

PROPERTY OWNER _____

OCCUPANT _____

PROPERTY ADDRESS _____

TOTAL MONTHLY INCOME OF HOUSEHOLD (18 years old & older)

1) Head of Household: \$ _____

2) Spouse: \$ _____

3) Others:

A) _____ \$ _____

B) _____ \$ _____

C) _____ \$ _____

D) _____ \$ _____

E) _____ \$ _____

TOTAL VERIFIED MONTHLY HOUSEHOLD INCOME \$ _____

TOTAL VERIFIED ANNUAL HOUSEHOLD INCOME \$ _____

CALCULATION OF OWNER CONTRIBUTION

1) BULLOCH COUNTY MEDIAN INCOME LIMITS PER HOUSEHOLD SIZE:

1	2	3	4	5	6	7	8 or more
\$39,000	\$44,500	\$50,100	\$55,600	\$60,100	\$64,500	\$69,000	\$73,400

2) TOTAL VERIFIED ANNUAL HOUSEHOLD INCOME ÷ MEDIAN INCOME = _____%

3) IF #2 IS 30% OR BELOW, HOUSEHOLD IS VERY LOW INCOME: ____ (check)

4) IF #2 IS BETWEEN 30%-50%, HOUSEHOLD IS LOW INCOME: ____ (check)

5) IF #2 IS BETWEEN 50%-80%, HOUSEHOLD IS MODERATE INCOME: ____ (check)

6) IF #2 IS ABOVE 80%, HOUSEHOLD IS ABOVE LOW AND MODERATE INCOME: ____ (check)

7) OWNER'S BASE CONTRIBUTION PERCENTAGE = _____% (see Housing Assistance Policy)



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Rent Affordability/Adjustment Form**

TENANT: _____

OWNER: _____

1.	Unadjusted Base Rent (from Rent Control Form HSG.17, D. or E.)	\$	
2.	Gross Income/Month - Tenant Household	\$	
3.	20% x Line 2, above.....	\$	
4.	Divide Line 1 by Line 3		%
5.	If Line 4 is less than 100%, multiply owner's base participation amount by Line 4 to obtain adjusted owner's participation amount (for LMI tenant units only)	\$	
6.	Does Owner wish to reduce unadjusted base rent? (circle one)	Yes	No
7.	If no , do not adjust base rent or owner's participation already established above; STOP HERE.		
8.	If yes , write in new, lower base rentBase Rent	=	\$
			(carry to rent control form, Line F.)
9.	Divide Line 8 by Line 3, above.....		%
10.	If Line 9 is less than 100%, multiply owner's base participation amount by Line 9 to obtain adjusted owner's participation amount (for LMI units only):	\$	



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Owner Contribution Summary Worksheet**

Unit Rent Affordability Reduction Factor (not less than 50%):

_____ % (see HSG.13 if applicable).

1. CALCULATE PRELIMINARY INDIVIDUAL CONTRIBUTIONS

Homeowner #1 – Name _____

- a. Percentage of Ownership: _____ %
- b. Rehabilitation Contract or Change Order Amount: \$ _____
- c. Individual's Base Contribution Percentage: _____ %
(from HSG.10 or HSG.12)
- d. Rent Affordability Reduction Factor (from above) _____ %
- e. Individual Contribution (a. x b. x c. x d.) \$ _____

Homeowner #3– Name _____

- a. Percentage of Ownership: _____ %
- b. Rehabilitation Contract or Change Order Amount: \$ _____
- c. Individual's Base Contribution Percentage: _____ %
(from HSG.10 or HSG.12)
- d. Rent Affordability Reduction Factor (from above) _____ %
- e. Individual Contribution (a. x b. x c. x d.) \$ _____

2. CALCULATE GRANT/LOCAL FUND VALUES

- a. Rehabilitation Contract or Change Order Amount: \$ _____
- b. Less Total Individual Contributions
(sum of 1e.'s above) (-) \$ _____
- c. Remaining Contract or Change Order Value (a - b) \$ _____
- d. **Less Maximum Grant (see HAP)** (-) \$ _____
- e. Remaining Contract or Change Order Value (c - d)
(stop here if e. is ≤\$0) \$ _____
- f. **Less Local Contribution (if any):** (-) \$ _____
- g. Additional Amount to be Paid by Homeowners
(e - f), (if any) \$ _____

Homeowner #2 – Name _____

- a. Percentage of Ownership: _____ %
- b. Rehabilitation Contract or Change Order Amount: \$ _____
- c. Individual's Base Contribution Percentage: _____ %
(from HSG.10 or HSG.12)
- d. Rent Affordability Reduction Factor (from above) _____ %
- e. Individual Contribution (a. x b. x c. x d.) \$ _____

Homeowner #4– Name _____

- a. Percentage of Ownership: _____ %
- b. Rehabilitation Contract or Change Order Amount: \$ _____
- c. Individual's Base Contribution Percentage: _____ %
(from HSG.10 or HSG.12)
- d. Rent Affordability Reduction Factor (from above) _____ %
- e. Individual Contribution (a. x b. x c. x d.) \$ _____

3. CALCULATE FINAL INDIVIDUAL CONTRIBUTIONS

(For each homeowner, 1a x 2g added to 1e)

Homeowner #1	\$ _____
Homeowner #2	\$ _____
Homeowner #3	\$ _____
Homeowner #4	\$ _____



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Notification of Single Owner Contribution**

Notice to Homeowner:

Outlined below is a summary of the direct owner contribution that the City of Statesboro must receive in order to approve a (rehabilitation loan) (change order) for the referenced dwelling, located at _____
_____. Please sign the attached participation statement and return it with a certified check made payable to the City of Statesboro Housing Rehabilitation Program in the amount of \$ _____ to City of Statesboro, PO Box 348, Statesboro, GA 30459, no later than _____. Or, you may deliver the participation statement and check to the Finance Office located at City of Statesboro, 50 E. Main Street, Statesboro, Georgia.

a.	Rehabilitation Contract or Change Order Value	\$	_____
b.	Base Owner Contribution Percentage		_____ %
c.	Rent Affordability Reduction Factor	\$	_____
d.	Owner's Percentage of Ownership		_____ %
e.	Owner's Preliminary Contribution (a x b x c x d)	\$	_____
f.	Remaining Contract or Change Order Value (a - e)	\$	_____
g.	Less Maximum CDBG Loan	(-) \$	_____
h.	Less Local Contribution	(-) \$	_____
i.	Additional Owner Contribution (f - g - h)	\$	_____
	Total Owner Contribution (e + i)	\$	_____



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Single Owner Statement of Contract or Change Order Participation

I, _____, hereby deposit with the City of Statesboro Finance Officer a cashier's check in the amount of \$_____, payable to the City of Statesboro Housing Rehabilitation Program. This check constitutes _____% of the total (rehabilitation contract) (change order) amount of \$_____ for the dwelling unit I own, located at _____.

I understand that, upon receipt of this check, the City of Statesboro will award me a (rehabilitation loan) (change order) of \$_____, and will enable me to execute a (rehabilitation contract) (change order). It is hereby agreed by myself and the City of Statesboro that the City will serve as my representative during performance of the work, and that no part of this payment shall be made to the contractor until work has been satisfactorily completed according to the terms of the contract. It is further agreed that the full amount deposited herewith shall be returned to me if a (rehabilitation contract) (change order) is not executed.

OWNER

Project Manager

WITNESS

DATE: _____



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Notification of Multiple Owner Contribution**

Notice to Homeowner:

Attached is a summary of the direct owner contributions that the City of Statesboro must receive in order to approve a (rehabilitation loan) (change order) for the referenced dwelling, located at _____. Please contact all owners and arrange to have all contributions combined as one payment; then, sign the attached participation statement and return it with a certified check made payable to the City of Statesboro Housing Rehabilitation Program in the amount of \$_____ to City of Statesboro, PO Box 348, Statesboro, GA 30459, no later than _____. Or, you may deliver the participation statement and check to the Finance Officer's office at 50 E. Main Street, Statesboro, Georgia.

(Attach HSG.14)



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Multiple Owner Statement of Contract or Change Order Participation**

I, _____, hereby deposit with the City of Statesboro a cashier's check in the amount of \$_____, payable to the City of Statesboro Housing Rehabilitation Program. This check includes total contributions from all owners of the property located at _____ in the City of Statesboro.

I understand that, upon receipt of this check, the City of Statesboro will award me a (rehabilitation loan) (change order) of \$_____, and will enable me to execute a (rehabilitation contract) (change order). It is hereby agreed by myself and the City of Statesboro that the City will serve as my representative during performance of the work, and that no part of this payment shall be made to the contractor until work has been satisfactorily completed according to the terms of the contract. It is further agreed that the full amount deposited herewith shall be returned to me if a (rehabilitation contract) (change order) is not executed.

OWNER

Project Manager

OWNER

WITNESS

DATE



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Rent Control Agreement for Occupied Rental Property

PART A. APPLICATION (to be completed at time of owner's application for assistance)

Date: _____ Current Monthly Rent \$ _____

Property Location: _____

Property Occupant: _____

I, _____, living at _____ and being the owner of the occupied rental property identified above hereby request that I be considered for a housing rehabilitation loan through the City of Statesboro Housing Rehabilitation Program, understand that in order to be considered for a rehabilitation loan, both the renter and myself must make application, and the renter's eligibility will be evaluated.

I understand that if the loan is approved and the property is upgraded through the Housing Rehabilitation Program, there are five requirements I must agree to, as follows:

- 1) A rent control period will be established extending from the date of the deferred payment loan agreement for seven years. I understand that Provisions 2-5, below, will apply during the entire period of rent control, and that I will be required to re-execute this agreement when the deed of trust and promissory note for my deferred payment loan are executed.
- 2) During the rent control period, I will not evict the current occupant, assuming the occupant is in compliance with the terms of their lease.
- 3) During the rent control period, I will:
 - a) freeze the existing (base) rent if it is not currently affordable to the occupant until the time that it becomes affordable, i.e., does not exceed 30% of the occupant's gross monthly income;
 - b) not increase the rent during any calendar year by more than 10%; and
 - c) not increase the rent to a level that exceeds 30% of the occupant's gross monthly income.
- 4) I understand if the existing tenant vacates the property for any reason during the rent control period, that the subsequent tenant must be a low- and moderate-income household, that the base rent established for that household must not exceed 30% of their gross household income, and that all other provisions of this rental agreement shall apply to any and all subsequent tenants during the period of rent control. I will notify the program administrator immediately if a tenant vacates the property during the rent control period to review the rent control conditions.
- 5) I will pay in full the balance of the deferred payment loan on the rehabilitation assistance I receive for repairs of the dwelling if I violate the terms of this agreement.

Investor-Owner Signature

Date

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Rent Control Agreement for Occupied Rental Property

PART B. BASE RENT PROCEDURE (To be completed by Project Manager)

- A. Date of Approval of Investor-Owner's Application/Letter of Intent: _____
- B. Date from A, above, less one year: _____
- C. Date of Project Application: _____
- D. If C. is later than B., enter rent on project application date here: \$ _____ Base Rent
- E. If B. is later than C., enter documented rent on that date here:
(attach documentation) \$ _____ Base Rent
- If no documentation is available, check here ___ and enter rent on
 project application date here: \$ _____ Base Rent
- F. Enter lower adjusted rent, if applicable, from base rent adjustment
 form (HSG.13): \$ _____ Adjusted Base Rent

Project Manager Signature

Date of Procedure/Adjustment

PART C. VERIFICATION OF RENT CONTROL PERIOD (To be completed by Project Manager)

DATE OF DPL PROMISSORY NOTE: _____

 FINAL LOAN AMOUNT: \$ _____

 RENT CONTROL PERIOD: _____ Years Expiration Date _____

BASE RENT: \$ _____ (From D, E, or F, above)

Signed: _____

 Owner

 Tenant

 Project Manager



CITY OF STATESBORO HOUSING ASSISTANCE PROGRAM Owner/Tenant Rental Agreement

The undersigned, being the owner(s) and tenant of a dwelling unit eligible for a rehabilitation loan under the City of Statesboro Housing Assistance Program, agree to accept responsibility for the following in regard to the rehabilitation of the dwelling unit which we own/occupy, in exchange for the benefits that we will receive as rehabilitation loan recipients. Both parties specifically agree to the following conditions:

1. The tenant shall maintain the dwelling in a clean and sanitary condition.
2. The ___owner ___tenant (**check one**) shall provide and maintain an adequate refrigerator and cooking stove for the household occupying the dwelling. If the tenant is to maintain the refrigerator and cooking stove, it is understood that the tenant's monthly rent does not include charges for provision of those items by the owner.
3. The owner shall maintain plumbing fixtures, electrical fixtures and heating system in good working order and the tenant shall be responsible for the exercise of reasonable care in the proper use and operation thereof.
4. The ___owner ___tenant (**check one**) shall provide garbage disposal facilities or garbage storage containers, type and location of which facilities are approved by the city, and dispose of garbage and any other organic waste which might provide food for rodents. If the tenant is to maintain the garbage disposal facilities, it is understood that the tenant's monthly rent does not include charges for provision of those items by the owner.
5. Neither the owner nor tenant shall utilize the premises of the rehabilitated dwelling for the open storage of any abandoned motor vehicle, refrigerator, stove, glass, building materials, rubbish or similar items.
6. The owner shall remove, or allow to be removed as a part of the rehabilitation contract, all such items as listed in Item 5 (above), including but not limited to weeds, dead trees, trash and/or other similar items.
7. The tenant shall make rent/lease payments to the owner on a timely basis. If not otherwise prescribed by existing or future rental/lease agreements between the two parties, the tenant will be in violation of this agreement if he is:
 - a) over ten calendar days delinquent in rent payments more than three times within a six-month period, or
 - b) over twenty calendar days delinquent in rent payments more than twice in a six-month period, or
 - c) over thirty calendar days delinquent in rent payments more than once in a six-month period, or

d) over forty-five days delinquent in rent payment.

8. We hereby acknowledge that we will exercise periodic maintenance to ensure the maximum benefit from the rehabilitation of the dwelling unit. We also understand that the Project Manager will make periodic inspections of the dwelling unit following rehabilitation to verify that the conditions of this agreement are met.

_____(SEAL)
Owner

_____(SEAL)
Tenant (Head of Household)

_____(SEAL)
Project Manager

_____ DATE

(Attach to Rent Control Agreement HSG.17)



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Maintenance Agreement**

Property Address: _____

I, _____, being the homeowner of a dwelling unit eligible for a rehabilitation grant/loan under the Housing Rehabilitation Program, agree to accept responsibility for the following in regard to the rehabilitation of the dwelling unit which I own/occupy, in exchange for the benefits that I will receive as a rehabilitation grant/loan recipient. I specifically agree to:

1. Maintain the dwelling in a clean and sanitary condition.
2. Provide and maintain an adequate refrigerator and cooking stove.
3. Maintain plumbing fixtures, electrical fixtures, and heating system in good working order and be responsible for the exercise of reasonable care in the proper use and operation thereof.
4. Provide garbage disposal facilities or garbage storage containers, type and location of which facilities are approved by the local waste/recycling authority, and dispose of garbage and any other organic waste which might provide food for rodents.
5. Not utilize the premises of the rehabilitated dwelling for the open storage of any abandoned motor vehicle, refrigerator, stove, glass, building materials, rubbish, or similar items.
6. Keep the premises clean and to remove, or allow to be removed, as a part of the rehabilitation grant contract, all such items as listed in Item 5 (above), including but not limited to weeds, dead trees, trash and/or other similar items.

I hereby acknowledge that I will exercise periodic maintenance to ensure the maximum benefit from the rehabilitation of my dwelling unit.

_____(SEAL)

Owner

_____(SEAL)

Owner

_____ DATE



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Rehabilitation Loan Award**

Property Address: _____

By the authority vested in me by the Statesboro City Council, I, Justin Williams, Planning & Housing Administrator, hereby authorize the award of a rehabilitation loan in the amount of \$_____ to _____, from the City of Statesboro Housing Rehabilitation Program funds for housing rehabilitation of the unit occupied by _____ in the City of Statesboro. The loan is in the form of a _____% forgiven loan, secured by a deed of trust and discounted according to the terms of the accompanying promissory note. I acknowledge that all conditions for loan approval have been met.

Rehabilitation contract execution is contingent on receipt of a fully executed deed of trust and promissory note, and receipt of the owner contribution amount, if applicable.

Justin Williams, Planning & Housing Administrator

Date



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Contract Award**

Property Address: _____

By the authority vested in me by the Statesboro City Council, I, Justin Williams, Planning & Housing Administrator, hereby authorize the award of a rehabilitation contract in the amount of \$_____ to _____ for rehabilitation work on the _____ dwelling in the City of Statesboro, with payment to be made from Housing Rehabilitation Program funds. This award has been based on the following criteria:

1. _____ Low Bid
2. _____ Low Responsible Bid (See bid opening file for documentation)

Justin Williams, Planning & Housing Administrator

Date

SATISFACTION: The debt evidenced by this Note has been satisfied in full this ____ day of _____, 20____.

Signed: _____



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Promissory Note
Deferred Payment (Forgiven) Loan – Owner-Occupied Unit

Bulloch County
State of Georgia

_____, _____

_____(the "Property").
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a Housing Rehabilitation Program forgiven loan that Borrower has received (the "Loan") to rehabilitate a residential structure, Borrower promises to pay, in currency of the United States in immediately available funds, the principal sum of \$_____, plus interest on the unpaid balance prior to default at the rate of zero percent (0%) per annum, to the order of the Lender. The Lender is _____. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder". This Note shall be governed by the laws of the State of Georgia.

This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note and duly recorded in the Bulloch County Registry. The Deed of Trust represents a lien on the property (the "Property") described in the Deed of Trust. The Trustee is _____. All terms of the Deed of Trust are incorporated in this Note by reference, and any default under the Deed of Trust shall constitute a default under this Note.

2. PERIOD OF OCCUPANCY

Housing rehabilitated with assistance from a Housing Rehabilitation Program loan must remain continuously occupied by an eligible occupant as his or her principal residence for a stated period. Borrower will keep unit occupied by an eligible occupant for a period of five (5) years, which is called the "Period of Occupancy."

3. ELIGIBLE OCCUPANT

An "Eligible Occupant" is the current owner-occupant, or any heir of the current owner-occupant who resides in the dwelling following the current owner-occupant's death, or any low- and moderate-income tenant who occupies the dwelling under the terms of a lender-approved Rent Control Agreement.

4. INTEREST

There will be no interest charged on the Loan prior to a default. During any period of default, interest shall be added to the unpaid principal at the rate of Eight Percent (8%) per annum.

5. PAYMENTS

(A) Forgiveness

Provided that Borrower complies with the terms of the Deed of Trust, and the property is occupied by an Eligible Occupant during the Period of Occupancy, the Loan shall be forgiven as follows:

Borrower's Loan balance shall be reduced by 1/5 for each full year of the Loan. Such annual reductions shall take effect in arrears on the anniversary date of the Loan. The amount of the Loan due and payable at any time shall be determined after deducting the amount of the Loan forgiven by the Lender.

(B) Payment in Cases of Default

Borrower will immediately repay the entire outstanding balance of the Loan (including any interest that is added after the default) to the Note Holder if Borrower defaults during the Period of Occupancy. Borrower is in default in the following situations:

1. Borrower sells or transfers the Property, whether voluntarily or involuntarily, without the prior written consent of the Note Holder, or
2. Borrower defaults under any terms of this Note or the Deed of Trust.

Borrower will make payment at _____ or at a different place if required by the Note Holder.

(C) Notice of Default

If Borrower is in default, the Note Holder may send Borrower a written notice telling Borrower that if he does not cure the default by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been prepaid or forgiven and all the interest that Borrower owes on that amount. That date must be at least 30 days after the date on which notice is delivered or mailed to Borrower.

(D) No Waiver by Note Holder

Even if, at a time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

(E) Payment of a Note Holder's Costs and Expenses

If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

6. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower gives the Note Holder a notice of different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 7(B) above or at a different address if Borrower is given a notice of that different address.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person executes this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obliged to do these things. Any person who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all together.

This means that any one of Borrowers may be required to pay all of the amounts owed under this Note.

8. WAIVERS

Borrower, and any other person who has obligations under this Note, waive(s) the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Witness

Borrower (SEAL)

Witness

Borrower (SEAL)

Witness

Borrower (SEAL)

SATISFACTION: The debt evidenced by this Note has been satisfied in full this ____ day of _____, 20____.

Signed: _____



CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Promissory Note
Deferred Payment (Forgiven) Loan – Investor-Owner (Rental Unit)

_____, _____

Bulloch County
State of Georgia

_____(the "Property").

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a Housing Rehabilitation Program forgiven loan that Borrower has received (the "Loan") to rehabilitate a residential structure, Borrower promises to pay, in currency of the United States in immediately available funds, the principal sum of \$_____, plus interest on the unpaid balance prior to default at the rate of zero percent (0%) per annum, to the order of the Lender. The Lender is _____. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder". This Note shall be governed by the laws of the State of Georgia.

This Note is secured by a Deed of Trust (the "Deed of Trust") dated the same date as this Note and duly recorded in the Bulloch County Registry. The Deed of Trust represents a lien on the property (the "Property") described in the Deed of Trust. The Trustee is _____. All terms of the Deed of Trust are incorporated in this Note by reference, and any default under the Deed of Trust shall constitute a default under this Note.

2. PERIOD OF OCCUPANCY

Housing rehabilitated with assistance from a Housing Rehabilitation Program loan must remain continuously occupied by an eligible occupant for a stated period. Borrower will keep unit occupied by an eligible occupant for a period of seven (7) years, which is called the "Period of Occupancy."

3. ELIGIBLE OCCUPANT

An "Eligible Occupant" is the current tenant, or any subsequent low- and moderate-income tenant as defined in the Rent Control Agreement, dated _____.

4. INSURANCE REQUIREMENT

During the aforementioned Period of Occupancy, the investor-owner shall maintain casualty/fire insurance on the property in a minimum amount of \$_____, which is 110% of the Housing Rehabilitation Program repair loan evidenced by this Note.

5. INTEREST

There will be no interest charged on the Loan prior to a default. During any period of default, interest shall be added to the unpaid principal at the rate of Eight Percent (8%) per annum.

6. PAYMENTS

(A) Forgiveness

Provided that Borrower complies with the terms of the Deed of Trust, and the property is occupied by an Eligible Occupant during the Period of Occupancy, the Loan shall be forgiven as follows:

Borrower's Loan balance shall be reduced by 1/7 for each full year of the Loan. Such annual reductions shall take effect in arrears on the anniversary date of the Loan. The amount of the Loan due and payable at any time shall be determined after deducting the amount of the Loan forgiven by the Lender.

(B) Payment in Cases of Default

Borrower will immediately repay the entire outstanding balance of the Loan (including any interest that is added after the default) to the Note Holder if Borrower defaults during the Period of Occupancy. Borrower is in default in the following situations:

1. Borrower sells or transfers the Property, whether voluntarily or involuntarily, without the prior written consent of the Note Holder, or
2. Borrower violates the terms of the Rental Control Agreement, dated _____.
3. Borrower defaults under any terms of this Note or the Deed of Trust.

Borrower will make payment at _____ or at a different place if required by the Note Holder.

(C) Notice of Default

If Borrower is in default, the Note Holder may send Borrower a written notice telling Borrower that if he does not cure the default by a certain date, the Note Holder may require Borrower to pay immediately the full amount of principal which has not been prepaid or forgiven and all the interest that Borrower owes on that amount. That date must be at least 30 days after the date on which notice is delivered or mailed to Borrower.

(D) No Waiver by Note Holder

Even if, at a time when Borrower is in default, the Note Holder does not require Borrower to pay immediately in full as described above, the Note Holder will still have the right to do so if Borrower is in default at a later time.

(E) Payment of a Note Holder's Costs and Expenses

If the Note Holder has required Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back by Borrower for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property Address above or at a different address if Borrower gives the Note Holder a notice of different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 7(B) above or at a different address if Borrower is given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person executes this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obliged to do these things. Any person who takes over these obligations, including the obligations of the guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all together.

This means that any one of Borrowers may be required to pay all of the amounts owed under this Note.

9. WAIVERS

Borrower, and any other person who has obligations under this Note, waive(s) the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Witness

Borrower (SEAL)

Witness

Borrower (SEAL)

Witness

Borrower (SEAL)



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Notice of Right to Cancel**

City of Statesboro Planning & Development
Attn: Project Manager
PO Box 348
Statesboro, NC 30459

Date: _____

Borrower(s): _____

Property: _____

YOUR RIGHT TO CANCEL:

You are entering into a transaction that will result in a lien on your home. You have a legal right under Federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) the date of the transaction, which is _____, _____; or
- (2) the date you received your Truth in Lending disclosures; or
- (3) the date you received this notice of your right to cancel.

If you cancel the transaction, the lien is also canceled. Within 20 calendar days after receipt of your notice, the City of Statesboro must take the steps necessary to reflect the fact that the lien on your home has been canceled.

HOW TO CANCEL:

If you decide to cancel this transaction, you may do so by notifying the City of Statesboro in writing at the address stated above.

You may use any written statement that is signed and dated by you and states your intention to cancel, and/or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail, you must send the notice no later than midnight of _____, ____ (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered at the above address no later than that time.

I WISH TO CANCEL:

Borrower's Signature

Date

I/We received NOTICE OF RIGHT TO CANCEL in duplicate this Date _____, _____.

Signature

Signature



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Federal Truth in Lending Disclosure Statement – Owner-Occupied**

City of Statesboro Planning & Development
Attn: Project Manager
PO Box 348
Statesboro, NC 30459

Date: _____
Borrower(s): _____

Property: _____

ANNUAL % RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your loan as a yearly rate is:	The dollar amount the loan will cost you:	The amount of the deferred/forgiven loan provided to you on your behalf:	The amount you have paid after you have made all payments as required, ignoring principal reduction feature:
0%	\$0	\$ _____	N/A

PAYMENT SCHEDULE: Your loan (Amount Financed) and accrued interest thereon at an ANNUAL PERCENTAGE RATE OF 0% is not payable unless the property referenced above is sold, transferred, or you fail to continue to use the home as your principal residence. The loan balance is due and payable if the property is sold or transferred within _____ years of the date of closing (_____, 20___). Thus, _____% of the loan balance will be forgiven each year for the _____-year term, unless the property is sold or transferred.

REQUIRED DEPOSITS: There are none.

SECURITY: You are giving a security interest in your home which you already own.

ASSUMPTION: Your loan is assumable by your heirs in the event of your death. Your heirs must contact the City of Statesboro to arrange the loan assumption in the event of your death.

I hereby acknowledge receipt of this disclosure.

Owner's Signature

Date: _____

Owner's Signature

Date: _____



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Federal Truth in Lending Disclosure Statement – Investor-Owner**

City of Statesboro Planning & Development
Attn: Project Manager
PO Box 348
Statesboro, NC 30459

Date: _____
Borrower(s): _____

Property: _____

ANNUAL % RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your loan as a yearly rate is:	The dollar amount the loan will cost you:	The amount of the deferred/forgiven loan provided to you on your behalf:	The amount you have paid after you have made all payments as required, ignoring principal reduction feature:
0%	\$0	\$ _____	N/A

PAYMENT SCHEDULE: Your loan (Amount Financed) and accrued interest thereon at an ANNUAL PERCENTAGE RATE OF 0% is not payable unless the property referenced above is sold, transferred, or you fail to continue to use the home as your principal residence. The loan balance is due and payable if the property is sold or transferred within _____ years of the date of closing (_____, 20____). Thus, _____% of the loan balance will be forgiven each year for the _____-year term, unless the property is sold or transferred.

REQUIRED DEPOSITS: There are none.

SECURITY: You are giving a security interest in your home which you already own.

ASSUMPTION: Your loan is assumable by your heirs in the event of your death. Your heirs must contact the City of Statesboro to arrange the loan assumption in the event of your death.

INSURANCE: Property insurance in the principal loan amount is a prerequisite for assistance under the Housing Assistance Program. Life insurance and disability insurance are not required to obtain the loan, and will not be provided.

I hereby acknowledge receipt of this disclosure.

Owner's Signature

Date: _____

Owner's Signature

Date: _____



**CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Owner's Completion Form**

To the best of my knowledge, all contract requirements for the rehabilitation of my dwelling unit have been completed. I have personally reviewed the finished work with the Construction Manager/Housing Inspector, and I am satisfied with the finished quality of work. I have received all warranty information and instructions on operating new appliances and/or systems. I have been counseled by the Construction Manager/Housing Inspector on maintenance issues, and I understand that items completed in the Scope of Work are covered by a homeowner's warranty extending one year from this date.

OWNER'S SIGNATURE PRINT NAME DATE

WITNESSED BY (SIGNATURE) PRINT NAME DATE

TELEPHONE #: _____

2) Below is a list of items which have not been completed on my house as listed in my contract:

- A. _____
- B. _____
- C. _____
- D. _____

OWNER'S SIGNATURE PRINT NAME DATE

PLEASE PRINT THE FOLLOWING INFORMATION:

ADDRESS _____

BEST TELEPHONE NUMBER _____

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Housing Construction Contract Award Policy

During the performance of housing rehabilitation, demolition, and reconstruction housing activities included in the City of Statesboro Housing Rehabilitation Program, the City will utilize the following guidelines in the award of contracts to contractors who bid on the rehabilitation/reconstruction or demolition of specific dwelling units:

- 1) The City shall reserve the right to reject bids and rescind contract awards if one of the following conditions has not been met:
 - a. The contractor must have turned in all required forms, credit report, references, etc., with his bid;
 - b. The contractor must have references and a past working record acceptable to the Project Manager prior to the Project Manager's recommendation of award to the Planning & Housing Administrator;
 - c. The contractor must have demonstrated the ability to meet the performance criteria established in the Instructions to Bidders and the Contract for Housing Construction Work.
 - d. The contractor must have demonstrated the ability to meet standards of workmanship outlined in the Contractor's Handbook as witnessed by the Project Manager.
- 2) Assessment of conditions 1(c) and 1(d) above shall be based on the Project Manager's review of contractor references and work performed in other locations, if the contractor has not performed recent rehabilitation, demolition, or replacement housing work for the City of Statesboro.
- 3) If construction estimates are prepared, no contract award shall be made if the contract price is less than 85% or more than 115% of the Construction Manager's final estimate. The Project Manager will document negotiation of bids and/or estimates before contract awards are made.
- 4) In a case where an individual contractor is performing adequately, but he is the low bidder on more houses than he can complete within 120 days following the bid opening (based on past performance), the City of Statesboro shall reserve the right to reject bids for those surplus houses, and award those houses to the next lowest bidders meeting the guidelines outlined herein, in the interest of efficient completion of rehabilitation, demolition, and replacement housing activities. The City also reserves the right to reject bids and award contracts to alternate bidders in the interest of maintaining an efficient work schedule consistent with performance standards mandated by the funding agency.

- 5) The City of Statesboro reserves the right to rescind contract awards made prior to contract execution if circumstances beyond the control of the City, including directives by the funding agency or homeowner's non-participation, prohibit the City's participation in the contract as Owner's Representative.

- 6) Any action, either restrictive or affirmative, taken under these guidelines, shall be in the interest of an efficiently-managed housing rehabilitation program, and will be without self-interest on the part of any member of the Statesboro City Council or City staff; and furthermore, shall be without regard to race, creed, sex, color, or national origin.

- 7) The Planning & Housing Administrator is hereby authorized to approve and execute all housing rehabilitation, reconstruction, and/or demolition change orders.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Citizen Participation Plan

Grantee: City of Statesboro

Recipient's Address: 50 E. Main Street, Statesboro, GA 30458

Contact Person: Justin Williams, Planning & Housing Administrator

Contact Email: justin.williams@statesboronc.gov

Contact Phone #: (912) 764-0630

TDD#: 7-1-1 or 1-800-255-0135, or for text telephone users, 1-800-255-0556 (State TDD#'s)

1. INTRODUCTION

The City of Statesboro has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in its Housing Rehabilitation Program. This Plan is an essential element of the City's present and future community development process and has been developed to comply with the regulations and requirements of the American Rescue Plan Act (ARPA) program.

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the City's housing rehabilitation program. The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

Citizens are encouraged to participate in all phases of the housing rehabilitation program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of housing program(s) will lie with the City.

2. SCOPE OF PARTICIPATION

The City will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation, and assessment of all housing programs undertaken by the City. Local officials will make every effort to involve citizens in all phases of the development, implementation, and assessment of community development programs including, but not limited to, the following phases:

- a. identification and assessment of housing and community development needs; determination of project(s) and documentation; and the development of program application(s);
- b. changes and/or amendments to approved projects; and
- c. assessment of program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the city are encouraged to participate at all levels and will be given access to program information during each phase of any housing program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Justin Williams, Planning & Housing Administrator, has been designated Citizen Participation Coordinator by the Statesboro City Council and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

Justin Williams may be contacted at the Statesboro City Hall, 50 E. Main Street, Statesboro, GA, at (912) 764-0630 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. COMMUNITY MEETING

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low- and moderate-income persons and residents of areas where housing activities are proposed or ongoing.

Community meetings will be held periodically to allow citizens to voice opinions and offer proposals concerning the development and performance of housing programs. Local officials and program consultants will respond to questions and proposals from citizens at each community meeting. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific housing rehabilitation program to the governing body at any regularly scheduled meeting.

4.1 Community Meeting Times and Locations

All community meetings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and housing rehabilitation program project areas. Community meetings will be scheduled for convenient times as determined by the City. Community meetings may be held at any site which, in the opinion of the City, provides adequate access for citizen participation. One community meeting will be held at the Statesboro City Hall, 50 E. Main Street, Statesboro, GA. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Meetings will also be held at an alternate location in designated project areas to be specified in a public notice(s).

4.2 Limited English Proficiency Residents

Local officials will undertake all reasonable actions necessary to allow persons with Limited English Proficiency to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

4.3 *Community Meeting Notice*

Notice of community meetings will be published in a local newspaper of general circulation, in a non-legal section of the paper at least ten (10) days prior to the meeting date. Each notice of a meeting shall include the time, date, place, and topics and procedures to be discussed. The City of Statesboro will also broadcast community meetings on any social media platforms to encourage larger attendance.

4.5 *Accessibility to Persons with Disabilities*

The locations of all community meetings as described herein shall be made accessible to persons with disabilities. The City shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The City shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the City shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

5. PROGRAM INFORMATION

Citizens will be provided full access to program information during all phases of a housing project. Local officials of the City shall make reasonable effort to assure that ARPA program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or other project areas.

To facilitate citizen access to program information, the Citizen Participation Coordinator will keep all documents related to its housing rehabilitation program on file in the Statesboro City Hall, 50 E. Main Street, Statesboro, GA. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. Program information and materials concerning specific projects will be available and distributed to the public at the regularly scheduled community meetings as outlined in this Plan. Furthermore, information concerning any project will be available at regularly scheduled Council meetings where the program is discussed.

In no case shall the City disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the City shall not disclose any information which may, in the opinion of the Planning & Housing Administrator, be deemed of a confidential nature.

6. PROCEDURES FOR COMMENTS, OBJECTIONS, AND COMPLAINTS

The community meetings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the City.

Any citizen or citizens' group desiring to comment or object to any phase of the planning, development, or approval of the application for housing rehabilitation program funds, or to the implementation of any housing rehabilitation program, should submit such comments or objections in writing to the Citizen Participation Coordinator. Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable.

Records of all comments, objections, and/or complaints by citizens concerning the City's housing rehabilitation program and subsequent action taken in response to those comments shall be maintained on file at the City and shall be made available for public inspection upon request.

7. AMENDMENTS

The City may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the City to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the City. Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the City and shall be incorporated into this Plan.

8. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the City in the development, implementation, and execution of any housing rehabilitation program.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Residential Anti-Displacement and Relocation Assistance Plan

This Residential Antidisplacement and Relocation Assistance Plan is prepared by the City of Statesboro, Georgia, in accordance with the Housing and Community Development Act of 1974, as amended (the “Act”); and HUD regulations at 24 CFR 42.325.

A. Minimize Displacement

Consistent with the goals and objectives of activities assisted under the Act, the City of Statesboro will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- Coordinate code enforcement with housing rehabilitation programs.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are “lower-income dwelling units” (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.
- Attempt to locate comparable replacement housing in or near the neighborhood where demolition activities occur to further minimize neighborhood disruption caused by the clearance activities.
- Avoid demolition of occupied severely deteriorated residential structures where possible through substantial rehabilitation as opposed to clearance.
- Rehabilitate vacant, occupiable residential structures as affordable housing for displaced tenants to minimize neighborhood disruption caused by clearance activities.

B. Relocation Assistance to Displaced Persons

The City will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under this Program, move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

C. One-for-One Replacement of Lower-Income Dwelling Units

The City will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under this Program in accordance with 24 CFR 42.375.

D. Contacts

The Planning & Housing Administrator (912/764-0630) is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period. The Planning & Housing Administrator (912/764-0630) is responsible for ensuring that relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use are provided.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Local Jobs Initiative (Section 3) Plan
Local Economic Benefit for Low- and Very Low-Income Persons
March 1, 2022 – December 31, 2026

I. APPLICATION AND COVERAGE OF POLICY

The City of Statesboro is committed to the policy that, to the greatest extent possible, opportunities for training and employment should be given to lower income residents of the community development project area and contracts for work in connection with federally assisted projects should be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Community Development Act of 1968. The City has developed and hereby adopts the following Plan.

The City will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder.

This Section 3 covered project area for the purposes of this grant program shall include the City and portions of the immediately adjacent area.

The City will be responsible for implementation and administration of the Section 3 plan. To implement the City's policy of encouraging local residents and businesses to participate in undertaking community development activities, the City will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses.

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, the City will identify suppliers, contractors, or subcontractors located in the Section 3 area. Resources for this identification shall include the Georgia Department of Administrative Services, Georgia Minority Supplier Development Council, and local directories. Word-of-mouth recommendation shall also be used as a source.

The City will include the Section 3 clause and this plan in all contracts executed under this Housing Rehabilitation Program. Where necessary, listings from any agency noted above shall be included as well as sources of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre-bid meetings and preconstruction meetings.

Each contract for housing construction under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the program office and shall be updated from time to time or as the grant staff may deem necessary.

Early in the project, prior to any contracting, major purchases or hiring, the City will develop a listing of jobs, supplies, and contracts likely to be utilized during the project. The City will then advertise the pertinent information regarding the project including all Section 3 required information.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

The City will take the following steps to ensure that low income residents and businesses within the community development project area and within the City are used whenever possible:

- Place qualified residents and businesses on solicitation lists;
- Assure that residents and businesses are solicited whenever they are potential sources of contracts, services, or supplies.

The City will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project.
- ii. A listing of jobs, contracts, and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of the Housing and Community Development Act, local residents and businesses will be utilized for jobs, contracts, and supplies in carrying out the project to the greatest extent feasible.
- iv. A location where individuals interested in jobs or contracts can register for consideration.
- v. A statement that all jobs will be listed through and hiring will be done through the City of Statesboro.

Low-income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper.
- ii. Posting of Section 3 Plan at the Statesboro City Hall.
- iii. City Council meetings when project activities and schedules are discussed.
- iv. Notification to other agencies that provide services to low-income people.

The City will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

1. Encourage rehabilitation contractors to hire local area residents;
2. Encourage demolition contractors to hire local area residents.

The City will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area, and will:

1. Contract with local contractors to perform demolition activities and housing rehabilitation activities.
2. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores.

III. RECORDS AND REPORTS

The City will maintain such records and accounts and furnish such information and reports as are required by the City Council.

IV. MONITORING COMPLIANCE

The City may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notices, and published information will be kept to document implementation of the plan.

V. COMPLAINTS CONTACT

The main contact in case any complaint is received from the general public on Section 3 compliance is as follows:

Justin Williams, Planning & Housing Administrator
City of Statesboro
50 E. Main Street
Statesboro, GA 30458
OR
PO Box 348
Statesboro, GA 30459
Telephone: 912-764-0630, Email: justin.williams@statesboroga.gov

Adopted this 1st day of March, 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Policy Concerning Code of Conduct for Officers, Employees, or Agents

BE IT RESOLVED BY THE STATESBORO CITY COUNCIL:

Section 1: No employee, officer, or agent of the City of Statesboro shall knowingly solicit or accept any form of gratuity from any person, firm, or organization whereby such gratuity shall in any way persuade or affect the outcome of the award of any contract of which any part is supported by federal funds.

Section 2: No employee, officer, or agent of the City of Statesboro shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the employee, officer or agent, member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above individuals, has a financial or other interest in the firm selected for award.

Section 3: No employee, officer, or agent of the City of Statesboro shall solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Section 4: If any employee, officer, or agent shall knowingly violate any of the provisions of this policy, such employee, officer, or agent will be subject to such disciplinary measures as may be deemed appropriate by the Statesboro City Manager including, but not limited to, suspension without pay, demotion, or dismissal.

Section 5: If any contractor or his agent violates any provision of this policy, such violation will constitute grounds for action deemed appropriate by the Planning & Housing Administrator including, but not limited to, withdrawal from consideration of any proposal or bid submitted by such contractor, withdrawal of award, or rescission of contract.

This policy shall become effective from and after its adoption by the Statesboro City Council in an open meeting.

If any part of this policy shall be found to conflict with any federal or State of Georgia law, then that portion of the policy can be amended to comply with the federal or state law without affecting the validity of the other portions.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Fair Housing Policy

WHEREAS the City of Statesboro desires that the citizens of the city be afforded the opportunity to attain the national objective of a decent, safe, and sound living environment; and

WHEREAS the City of Statesboro deplores discrimination in the provision of housing on the basis of race, religion, color, creed, sex, national origin, young children in a family, or handicapping conditions; and

WHEREAS the City of Statesboro desires that every citizen be afforded the opportunity to select a home of his or her choice; and

WHEREAS the City of Statesboro wishes to ensure that programs and activities undertaken by the city relating to housing and urban development be administered in a manner to affirmatively further fair housing as required by Title VIII of the Civil Rights Act of 1968, as amended; 24 CFR 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063; and the Georgia Fair Housing Law;

NOW, THEREFORE, to accomplish the above, the city does adopt the following procedures for receiving and resolving housing discrimination complaints:

1. Any person or persons wishing to file a complaint of housing discrimination in the City of Statesboro may do so by informing the Planning & Housing Administrator at (912) 764-0630, or Georgia Commission on Equal Opportunity (404) 656-1736, (800) 473-6736, TDD#7-1-1 or 1-800-255-0135 or via text at 1-800-255-0056 of the facts and circumstances of the alleged discriminatory act or practice;
2. Upon receiving a housing discrimination complaint, the Planning & Housing Administrator shall inform the Georgia Commission on Equal Opportunity, Fair Housing Division, about the complaint within ten (10) calendar days. The city shall then assist the Commission and the complainant in filing an official written housing discrimination complaint with the Commission, pursuant to the Georgia Fair Housing Law and Title VIII.
3. The City of Statesboro shall assist the Commission in the investigation and conciliation of all housing discrimination complaints which are based upon events occurring in the city.
4. The Planning & Housing Administrator shall publicize within the city that he is the local official to contact with housing discrimination complaints.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Procurement Standards

Policy

The City of Statesboro will comply with the terms and conditions of Federal and/or State funding that is awarded and accepted, including but not limited to, the terms and conditions of the American Rescue Plan Act (ARPA) Grant Agreement, Title 2 CFR Part 200, which are incorporated by reference and included herein to the extent of its applicability. The City, as the recipient of Federal and/or State funds, acknowledges its responsibility to and will adhere to the aforesaid Georgia State and Federal Procurement Policies.

The City of Statesboro will, to the extent applicable, follow methods of procurement, procure by contracting with small, minority firms, women's business enterprises, and labor surplus area firms. Additionally, the City will demonstrate contract cost and price awareness, and adhere to awarding agency review provisions (Title 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards).

Plan

All procurement of goods and services by the City with ARPA grant funds shall be accomplished in accordance with the regulations of **Procurement Standards**. Where applicable, Recipient shall follow the procurement standards established in the "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (2 CFR Part 200). In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, Executive Orders, and implementing regulations, or the Georgia General Statutes applying to procurement in general by the Georgia municipalities and counties.

When the Federal and State regulations are different, the more restrictive regulations shall apply to the procurement in question. Additionally, the City will adhere to the following guidelines during procurement of goods and services with Federal funds:

- In all cases where goods or services are procured on the basis of one bid or proposal received, the City will follow established principles included in 2 CFR 200 to verify the reasonable cost of the procurement, and shall contact the State agency supervising the grant program before making any contract award on the basis of non-competitive negotiation.
- Underutilized businesses, including women-owned, and minority-owned enterprises shall be included on bidders' or professional services' lists maintained by the City, and such firm(s) shall be solicited for all competitive negotiations, small purchases, and informal and formal bids when such firms are potential competitive sources for goods and services.
- The City shall develop a written scope of work for each service to be awarded on the basis of *competitive negotiation*, which shall include descriptions of tasks to be completed, project timetables, and outline of fee proposal requirements. The statement of work shall also include a written selection procedure. All *competitive negotiations* shall be awarded strictly on the basis of written selection procedures, and cost shall not be the sole nor more important factor in selection of services through the use of *competitive negotiations*.
- Prior to any contract award, the City shall verify the contractor's eligibility to participate in a federally assisted program.

- No consultant or bidder shall assist in the evaluation of proposals or bid packages for contracts in which that consultant or bidder has an indirect or direct interest. The City shall adhere to all applicable Federal and State conflict of interest regulations in making contract awards.
- The City shall request references, or check references, of contractors or firms who are awarded contracts with Federal grant funds, and will request a written warranty for all goods and services provided through small purchase requests.
- The City shall not award any contract for federally assisted projects on a contingency or cost-plus percentage of cost basis.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

CITY OF STATESBORO HOUSING REHABILITATION PROGRAM
Equal Opportunity Plan

A. Equal Housing Opportunity Plan

Civil Rights Act of 1964

The Civil Rights Act of 1964 prohibits all racial discrimination in the sale or rental of property.

The Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States, making illegal any discrimination in the sale, lease, or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

Executive Order 12892, Equal Opportunity in Housing

Executive Order 12892, as amended (Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing), provides that programs and activities relating to housing and urban development (including any Federal agency having regulatory or supervisory authority over financial institutions) shall be administered in a manner to further affirmatively the purposes of the Act and shall cooperate with the Secretary of Housing and Urban Development, who shall be responsible for exercising leadership in furthering the design and delivery of Federal programs and activities.

The City of Statesboro shall eliminate housing discrimination, and achieve diverse, inclusive communities by leading the City in the enforcement, administration, and public understanding of federal fair housing policies and laws.

The City shall include the Equal Housing Opportunity logo and/or the phrase affirming Equal Opportunity in Housing on all housing program documents intended to be shared with the public.

The City shall post in public buildings and the housing project area the Equal Housing Opportunity posters and/or additional information the local government has prepared to inform the community with the Equal Housing Opportunity policies and laws.

B. Equal Employment Opportunity Plan

The City of Statesboro maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

In furtherance of this policy, the City prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The City shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the Planning & Housing Administrator to assist in the implementation of this policy statement.

The City is committed to this policy and is aware that with its implementation, the City will receive positive benefits through the greater utilization and development of all its human resources.

The City shall include the Equal Employment Opportunity logo and/or the phrase affirming Equal Employment Opportunity on all housing program documents intended to be shared with the staff and the public.

The City shall obtain commitment from Contractors that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The City shall obtain commitment from Contractors that will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are *bona fide* occupation qualifications for employment.

Adopted this 1st day of March 2022.

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

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 of Public Works and Engineering

Date: February 21, 2022

RE: Proposed Community Garden

Policy Issue: Purchasing

Background:

As requested, Keep Statesboro-Bulloch Beautiful (KSBB) is proposing a community garden within the city limits of Statesboro. The property recommended as a potential location is 3.26-acre lot on Parker St adjacent to Renaissance Park.

The benefits of this community garden location includes having ample space for setting up raised beds for gardening purposes. The property is close to areas within the community that currently have limited options to provide a garden on their property. There is space for potential parking near or on the property. In-kind tree removal (Stormwater/Streets & Parks Division) can be performed to remove trees and shrubs that are currently occupying the property. The primary goal in maintaining the garden is generating funding to continually source the garden. The garden will need to be run and maintained by individuals participating in the garden. Fencing will be required to protect the garden from possible vandalism by humans or animals. Accessibility is needed for those that have disabilities as well as those that do not have transportation to and from the garden. If renting out plots, accessibility is a concern for those that cannot afford to pay a rent sum for a garden plot. A Master Gardener and Volunteers will also be needed to help assist during workshops as hands-on instructors and facilitators. If approved, policies and procedures will be developed regarding garden plot leases and responsibilities.

Recommendation:

Staff recommends approval to begin the implementation plan for the community garden.

Budget Impact:

The cost estimate for the initial start-up is \$24,000 and the annual maintenance cost estimate is approximately \$5,000. Funding will be from the General Fund with a dedicated account # in Parks Budget.

Council Person and District: District 2, Councilmember Paulette Chavers

Attachment: Implementation Plan

STATESBORO COMMUNITY GARDEN

Outline for Implementation:

1. **Concept Parcel S11 000084 000: See Appendix 1.1 (Will be Aerial figure that will show where raised beds and plots will be located)**
 - a. Flat terrain. Runoff stormwater to drain into Little Lotts Creek which runs adjacent to the parcel.
 - b. Less clearing of trees than in other areas across city own land within the city limits.
 - c. City water is accessible for irrigation and water needs.
 - d. Big enough for multiple plots, and raised garden beds, and a shelter.
 - e. The parking lot for Renaissance Park is already established and will need to be elongated
 - f. Number of Raised beds: 24 raised beds
 - g. Plots: 22 plots for land

2. **Budget**
 - a. Raised beds proposed: 24 See Appendix 1.2 for examples
 - i. Landscape stone (retaining wall stone \$1.98 per stone).
Approx. 1000 stones are needed. $1.98 \times 1000 = \mathbf{\$1,380.00}$
 - ii. Soil for beds: Approx. **\$1,500.00 -2,000.00**
 - b. Plots: 22
 - c. Perimeter Fencing (6' high): $8.90/\text{ft} \times 1,120' = \mathbf{\$9,968}$ *
 - d. Tools
 - i. Garden trowel: $9.98 \times 20 = \text{approx. } \mathbf{\$200.00}$
 - ii. Garden Hoe $26.98 \times 20 = \text{approx. } \mathbf{\$540.00}$
 - iii. Garden Rake $12.98 \times 20 = \text{approx. } \mathbf{\$260.00}$
 - iv. Garden Weeder $7.98 \times 20 = \text{approx. } \mathbf{\$160.00}$
 - v. Garden Gloves $3.94 \times 20 = \text{approx. } \mathbf{\$100.00}$
 - vi. Wheelbarrow $129.00 \times 5 = \mathbf{\$645.00}$
 - vii. Storage shed = approx. **\$4,000-6,000.00**
 - viii. Fertilizer = approx. **\$500.00 for a year**

- e. Labor
 - i. Parks and Streets labor
 - 1. **\$12-14 per hr.** x3 employees
- f. Time on the clock is indefinite
- g. Irrigation
 - i. Drip system: Approx. **\$2,000.00** per acre

3. Implementation

- a. Volunteer Recruitment
 - i. Ran by KSBB board
 - ii. The pastor of Agape Worship Center is interested in becoming the Master Gardener
 - iii. Shawn Diddie (Tree Board Member) is also interested in helping maintain the garden and has a lot of knowledge and experience with gardening.
- b. Personnel
 - i. Parks and streets personnel to help assist with general maintenance
- c. Supplies and equipment
 - i. Tools for the community to use. Would need to be monitored if the City provides tools for those that use plots
 - ii. Pricing for the tools is as listed in the Budget section above. Prices are a rough estimate and are relative to the store in which they are purchased from.
- d. Improvements
 - i. shelter/storage w/ lock
 - 1. Needed to store all equipment and tools in to keep from going missing.
 - 2. Can purchase shelter that is readily available from local storage companies in the Statesboro area. Would need to place bids for a storage unit if planning on purchasing.
 - 3. An example of a storage unit is listed in **Appendix 1.3**
 - ii. Fencing
 - 1. Needed to keep out wild animals that scavenge for food (deer, raccoons, opossums, etc.).

- 2. Protect from possible vandalism.
- iii. Security system/lights
 - 1. Needed for liability issues and to protect those that attend/use the garden.
- e. Signage (Action Signs)
 - i. Signage for the garden will need to be created and made
 - 1. General "Community Garden" sign with info
 - 2. Rules sign (similar to a rules sign that public pools have)
- f. Contractual (work with inner-city departments for this)
 - i. Fees (Cain/City Attorney)
 - ii. Water irrigation meter added to (Water/Gas Dept.)
 - iii. Contracts if renting (Cain/City Attorney)

Appendix 1

1.1 Aerial view of concept for parcel S11 000084 000



1.2 Examples of retaining wall stone raised garden beds

Example 1



Example 2



1.3 Storage shelter example



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 21, 2022

RE: March 1, 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. Second reading on February 15, 2022 resulted in revision to amend college campus distance and remove minimum square footage requirement.*

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; within 100 yards of any existing building located upon a college campus as defined in O.C.G.A. §3-3-21(b); or within 1,000 yards of an existing Package Store.
- (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.
- (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: April 1, 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: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: February 23, 2022

RE: Reclassification Request – Central Services

Background: On May 6, 2021, the GIS Administrator position was vacated, and the Director of Central Services outsourced this function; therefore, the position has remained vacant. The Assistant City Manager and Director of Central Services recommended reclassifying the vacant position to a position which oversees the maintenance and facility risk management functions of all City buildings. Currently, these duties are not centralized and several inefficiencies have resulted. On October 6, 2021, the Telecommunications Specialist position was vacated. Duties for this position have been reassigned; therefore, the Assistant City Manager and Director of Central Services recommended reclassifying the vacant position to a purchasing position. An increased workload necessitates an employee solely dedicated to the purchasing function.

Recommendation: The recommendation is to reclassify the positions to Facilities Manager and Purchasing Coordinator. 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 positions, the positions are aligned as follows:

Current Classification Title – GIS Administrator

Pay Grade – 19

Minimum / Midpoint – \$47,403 / \$59,259

Recommended Classification Title – Facilities Manager

Pay Grade – 20

Minimum / Midpoint – \$49,795 / \$62,254

Current Classification Title – Telecommunications Specialist

Pay Grade – 17

Minimum / Midpoint – \$42,952 / \$53,684

Recommended Classification Title – Purchasing Coordinator

Pay Grade – 15

Minimum / Midpoint – \$38,896 / \$48,630

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

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

From: Jason Boyles, Assistant City Manager
Darren Prather, Central Services Director

Date: February 21, 2022

RE: Reclassification of Positions in Central Services:
GIS Administrator to Facilities Manager and
Telecommunications Specialist to Purchasing Coordinator

The Assistant City Manager and Director of Central Services are proposing to reclassify the GIS Coordinator position to Facilities Manager and to reclassify the Telecommunications Specialist to Purchasing Coordinator. These positions are currently vacant making this the best time to address this matter without the need to add additional personnel or provide any increase to the budget.

This proposal will improve the efficiency and effectiveness of both the department and the organization and will allow the Director to perform the department head duties of his position without having to be burdened with functional tasks and duties. Further, this proposal provides an estimated annual net savings of \$9,000 in authorized positions.

Facilities Manager

Background

In mid-2021 the staffed GIS Coordinator resigned leaving a vacancy in that position. The Director immediately contracted this service as a stop-gap measure to ensure continuity of service. This was monitored for several months to determine the effectiveness of contracting this service and in late 2021 it was determined that it is in the City's best interest to continue to provide this service by contract rather than a staffed position. This vacancy has provided an opportunity to address a functional need within the organization without adding additional personnel simply by reclassifying the GIS Coordinator to Facilities Manager.

Historically, each department has been responsible for oversight of maintenance needs of their respective facilities with assistance provided by building inspections and engineering staff. This has created inefficiencies in building systems and equipment, multiple contractors performing similar work at different rates, staffing workload challenges, poor records, delay in repairs, lack of preventive maintenance and a void in safety and risk mitigation.

Recommendation:

The Facilities Manager position will be solely focused on addressing maintenance and systems management for all city facilities including the Averitt Arts Center, Emma Kelly Theatre and coordination with Georgia Southern regarding the City-owned facilities at the City Campus. In addition, this position supervise custodial staff and will be on-call to respond to security and fire alarm calls and maintenance issues that arise unexpectedly.

The GIS Coordinator is currently authorized at a pay grade 21, which has a starting salary of approximately \$55,000. The Facilities Manager is proposed at a pay grade 20, which has a starting salary of approximately \$50,000. This results in a savings of approximately \$5,000. The GIS Coordinator is currently in the Central Services Fund but would need to be placed in the Government Buildings Division which is in the General Fund.

Purchasing Coordinator

Background

In late-2021 the Telecommunications Specialist resigned. Prior to this resignation the Director had been studying the workload of the position and was working with the employee to improve the effectiveness of the position. Upon the resignation it was immediately determined that this position was not a necessary function of the Department and the position could best serve the organization fulfilling a dedicated purchasing related function.

Historically, the City has authorized a dedicated purchasing position. Initially titled Purchasing Coordinator and placed in the Finance Department this position was renamed to Purchasing Director and separated as an independent function in mid-2008 when the City Manager performed organizational restructuring. Then in early-2016 the IT Director resigned and the City Manager reorganized the IT Department by reclassifying the Purchasing Director to Central Services Director, merging the purchasing functions with IT functions, and creating the Central Services department. The dedicated purchasing position was not retained.

While this change accomplished the city manager's goal of reducing the number of department heads it left a void with the City's dedicated purchasing/procurement functions. As the workload of the organization has increased over the last several years and new initiatives such as the minority/female business enterprise (MFBE) program has developed the need to reinstate this dedicated purchasing position has become more apparent.

Recommendation

The Purchasing Coordinator position will coordinate all bid, RFP and RFQ processes and assist the Director with the MFBE program. The Telecommunication Specialist is currently authorized at a pay grade 17, which has a starting salary of approximately \$43,000. The Purchasing Coordinator is proposed at a pay grade 15, which has a starting salary of approximately \$39,000. This results in a savings of approximately \$4,000.

Attachments: Facilities Manager Job Description
Purchasing Coordinator Job Description
Proposed Central Services Organizational Chart



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.

Facilities Manager

Department: Central Services

Pay Grade: 20

FLSA Status: Exempt

JOB SUMMARY

The Facilities Manager oversees the management and maintenance of all City facilities and administers facility risk management programs.

ESSENTIAL JOB FUNCTIONS:

- Develops and administers maintenance plans and contracts for all City facilities;
- Identifies contractors to perform work and ensures work is completed according to specifications;
- Administers facility risk management programs and partners with the Department of Human Resources to conduct safety and risk inspections;
- Serves as a member of the Employee Safety Committee;
- Supervises and instructs custodial employees on work methods and procedures;
- Counsels, disciplines, and evaluates the work of employees;
- Assists in the development of the annual and capital improvement budgets related to facility maintenance;
- Monitors expenditures related to facility maintenance and operations;
- Prepares and presents recommendations for facilities improvements;
- Coordinates various projects with contractors, architects, and engineers;
- Assists with building construction projects;
- Prepares reports on maintenance, repairs, improvements, and safety;
- Coordinates routine and emergency inspections and repairs with outside vendors;
- Ensures facilities are maintained in compliance with all applicable electrical, plumbing, mechanical, building, fire and life safety, and maintenance codes;
- Oversees fire and security measures for City facilities;
- Maintains a complete inventory and database of equipment and supplies for all facilities;
- Performs minor maintenance activities;
- Responds to emergency situations related to facilities; and

- Performs other duties as assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Associate’s Degree in Construction, Business, or a related field;
- Five (5) years of experience in a related field;
- Or equivalent training, education, and/or experience; and
- Valid State of Georgia Driver’s License;

Knowledge, Skills and Abilities:

- Knowledge of electrical, plumbing, mechanical, and building systems;
- Knowledge of electrical, plumbing, mechanical, and building codes;
- Knowledge of modern maintenance procedures;
- Knowledge of basic financial management budgeting;
- Knowledge of city policies and procedures;
- Skilled in the use small equipment for maintenance and repair purposes;
- Skilled in using computers for data entry;
- Ability to maintain a professional demeanor and an orientation towards customer service;
- Ability to supervise, organize, and communicate effectively;
- Ability to maintain constructive and cooperative working relationships with others; and
- Ability to cooperate with fellow employees as a team member.

PHYSICAL DEMANDS:

The work is typically performed while sitting, standing, stooping, bending, crouching, or walking. The employee must occasionally lift objects or utilizing lifting equipment when required.

WORK ENVIRONMENT:

The work is typically performed outdoors or in various City facilities. The employee is exposed to noise, dust, dirt, grease, machinery with moving parts, and inclement weather.

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, 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.

Purchasing Coordinator

Department: Central Services

Pay Grade: 15

FLSA Status: Non-Exempt

JOB SUMMARY

The Purchasing Coordinator administers various procurement processes for the City.

ESSENTIAL JOB FUNCTIONS:

- Coordinates all formal and informal bid, RFP and RFQ processes;
- Assists departments in developing bid, RFP and RFP documents;
- Assists departments in researching and developing specifications for new vehicles and equipment;
- Assists Director with the administration of the City's minority and female business enterprise (MFBE) policies;
- Negotiates with vendors/suppliers to obtain the most cost-effective results for the City;
- Monitors contracts issued by the City for compliance and renewal;
- Assists Director in monitoring requisitions to assure compliance with the City's purchasing ordinance;
- Maintains vendor database and assists with vendor relations;
- Performs inventory control and related property life-cycle processes;
- Assists with the processing of all insurance related claims;
- Compiles data and prepares associated reports;
- Conducts research of progressive procurement policies, procedures, and trends;
- Facilitates efficient delivery of products and services;
- Maintains knowledge and continuous development related to trends in all pertinent areas; obtains training and certifications to enhance job knowledge and performance;
- Ensures compliance with all local, state and federal rules and regulations related to the procurement process; and
- Performs other duties as assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Associate's Degree in Business, Accounting, Management or related field;
- Two (2) years of experience in a related field;
- Or equivalent training, education, and/or experience; and
- Valid State of Georgia Driver's License;

PREFERRED QUALIFICATIONS:

- Bachelor's Degree in Business, Accounting, Management or related field; or
- Four (4) years of experience in a related field;

Knowledge, Skills and Abilities:

- Knowledge of municipal procurement processes and related duties;
- Knowledge of modern office practices and procedures;
- Knowledge of basic bookkeeping and mathematics;
- Knowledge of city, state and federal procurement law;
- Knowledge of city policies and ordinances;
- Skilled in the use small office equipment;
- Skilled in using computers for data entry and processing reports;
- Skilled in using computers for word processing and/or accounting purposes;
- Skilled in performing mathematical calculations;
- Ability to maintain a professional demeanor and an orientation towards customer service;
- Ability to organize, and communicate effectively;
- Ability to maintain constructive and cooperative working relationships with others; and,
- Ability to cooperate with fellow employees as a team member.

PHYSICAL DEMANDS:

The work is typically performed while sitting at a desk or table, with intermittent standing or stooping. The employee must occasionally lift light objects.

WORK ENVIRONMENT:

The work is typically performed in an office.

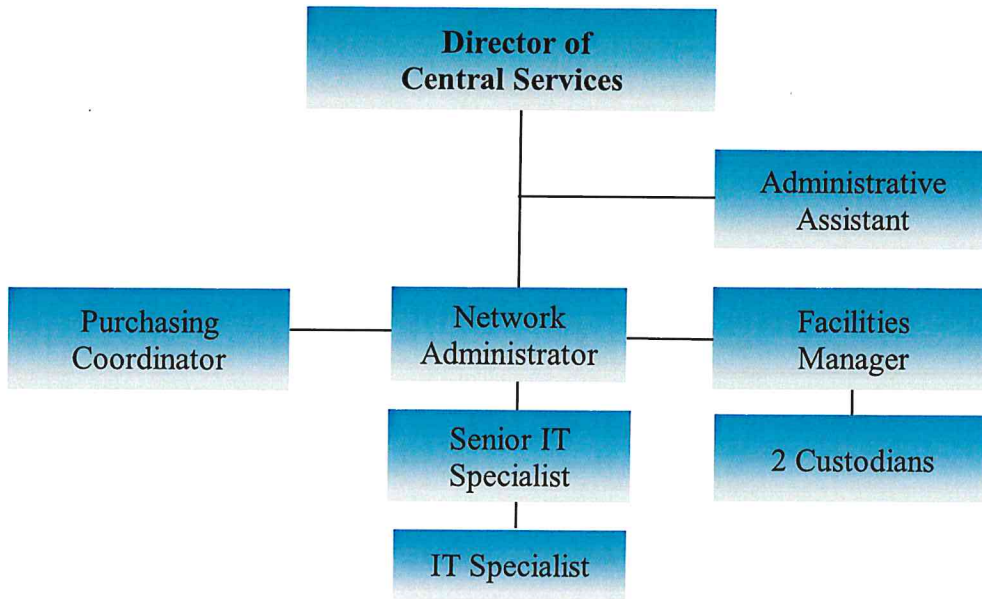
The City has the right to revise this position description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



RESOLUTION 2022-06: 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 the Senior Human Resources Coordinator and Human Resources/Safety Coordinator positions in the Department of Human Resources.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 1st day of March 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 GIS Administrator position in Central Services is hereby amended by reclassifying to the position of Facilities Manager. The pay grade is 20 and the minimum salary is \$49,795.
- That the Telecommunications Specialist position in Central Services is hereby amended by reclassifying to the position of Purchasing Coordinator. The pay grade is 15 and the minimum salary is \$38,896.

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 1st day of March 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
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

From: Demetrius C. Bynes, Director of Human Resources

Date: February 22, 2022

RE: Reclassification Request – Human Resources

Background: For the past year, I have monitored the work performed in the Department of Human Resources as well as the evolving needs of supervisors and employees. After the Senior Human Resources Coordinator position was vacated on November 29, 2021, I explored reclassifying both Coordinator positions to the same classification title. The desired outcome was to ensure both positions maintained core HR functions while also assigning initial intake and support efforts for specific departments to both positions. The updated organization structure would affirm a customer-centered approach for supervisors and employees by ensuring HR employees were equipped to assist with requests across multiple functions.

Recommendation: The recommendation is to reclassify both positions to the Human Resources Generalist classification. 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. Dr. Condrey reviewed the submitted classification data and recommended the classification title/pay grade. Specifics are as follows:

Current Classification Title – Senior Human Resources Coordinator
Pay Grade – 18

Minimum / Midpoint – \$45,115 / \$56,388

Recommended Classification Title – Human Resources Generalist

Pay Grade – 17

Minimum / Midpoint – \$42,952 / \$53,684

Current Classification Title – Human Resources/Safety Coordinator
Pay Grade – 17

Minimum / Midpoint – \$42,952 / \$53,684

Recommended Classification Title – Human Resources Generalist

Pay Grade – 17

Minimum / Midpoint – \$42,952 / \$53,684

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



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.

Human Resources Generalist

Department: Human Resources

Pay Grade: 17

FLSA Status: Exempt

JOB SUMMARY

The Human Resources Generalist administers core functions to include benefits and leave management for all City employees. The Human Resources Generalist provides initial intake and support to supervisors and employees in several departments (Fire, Public Works & Engineering, Central Services, and City Administration).

ESSENTIAL JOB FUNCTIONS:

- Administers benefits programs to include health, vision, dental, life, disability, retirement, and deferred compensation;
- Reviews and processes death and disability benefits requests, processes forms and applications for all benefit plans, including short-term and long-term disability;
- Prepares and distributes informational literature and presentations to notify and advise employees of benefit plan details and eligibility requirements;
- Provides and maintains accurate, complete, and secure files of employees relating to benefits administration, PHI (Personal Health Information), payroll deduction elections, beneficiary assignment information, and other benefits related documentation;
- Tracks FMLA, administrative LOAs, STD, and provides reports;
- Ensures federal compliance of FMLA, USERRA, COBRA, and City policy;
- Serves as a liaison for employees with insurance carriers and service providers by verifying coverage, explaining benefits, resolving coverage matters, etc.;
- Plans and coordinates annual Open Enrollment activities;
- Reviews current and terminated employee payroll records to ensure proper deductions are taken for benefits;
- Deletes terminated and transferred employees from benefit listings;
- Coordinates wellness activities to include the fitness center and health and wellness clinic;
- Prepares and submits workers compensation claims to the appropriate insurance carrier;

- Provides backup support in recruiting, drug testing, orientation, and performance management matters for the assigned departments;
- Assists the Director of Human Resources with classification inquiries for the assigned departments;
- Assists the Director of Human Resources with various special projects requiring the compilation of data, research, and statistical analysis;
- Provides recommendations of improvements in processes/procedures and programs to the Director of Human Resources;
- Acts as liaison between injured employees, physicians and insurance carrier; and
- Leads training on various human resources topics;
- Performs other assigned duties as assigned.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's degree in Business Management, Public Administration, Human Resources or a closely related field;
- Two (2) years of experience in a related field; and
- Or equivalent training, education, and/or experience.

Knowledge, Skills and Abilities:

- Knowledge of personnel law, policies and procedures;
- Knowledge of relevant federal and state laws and local ordinances;
- Knowledge of state and federal laws related to insurance and reporting requirements;
- Knowledge of City policies and procedures related to the processing of benefits;
- Knowledge of relevant city ordinances, policies, and procedures;
- Knowledge of general office practices;
- Skilled in the use small office equipment, including copy machines or multi-line telephone systems;
- Skilled in using computers for data entry;
- Skilled in using computers for word processing and/or accounting purposes;
- Ability to speak clearly and persuasively in positive or negative situations, demonstrate group presentation skills, and conduct meetings;
- Ability to edit work for spelling and grammar presents numerical data effectively
- Ability to read and interpret written information;
- Ability to maintain confidentiality, remain open to others' ideas and exhibits willingness to try new things;
- Ability to maintain a professional demeanor and an orientation towards customer service;
- Ability to supervise, organize, and communicate effectively;
- Ability to maintain constructive and cooperative working relationships with others; and
- Ability to cooperate with fellow employees as a team member.

PHYSICAL DEMANDS:

The work is typically performed with the employee sitting at a desk. Additionally, the employee must occasionally lift light objects.

WORK ENVIRONMENT:

The work is performed in 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

RESOLUTION 2022-07: 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 the Senior Human Resources Coordinator and Human Resources/Safety Coordinator positions in the Department of Human Resources.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 1st day of March 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 Human Resources Coordinator and Human Resources/Safety Coordinator positions in the Department of Human Resources are hereby amended by reclassifying to the position of Human Resources Generalist. The pay grade is 17 and the minimum salary is \$42,952 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 1st day of March 2022.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan M. McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

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: January 31, 2022

RE: Georgia EPD Section 319(h) Grant Submission
Little Lott's Creek Watershed Stream Restoration Project

Policy Issue: Purchasing

Background:

Under the ongoing Stormwater Master Planning contract, Goodwyn, Mills, & Cawood, Inc. (GMC) prepared a Watershed Management Plan titled *Summary of Nine Elements* for the Little Lott's Creek Watershed. These are the nine key elements identified by the EPA that are essential to a Watershed Management Plan. One of those key elements is education and outreach.

Upon completion of the *Summary of Nine Elements* document, the City identified stakeholder organizations and individuals that will be important to engage with regarding implementation of the Plan. Once identified, the City facilitated a meeting with the stakeholders to present and discuss the *Summary of Nine Elements* document to solicit additional feedback and interest. The stream restoration of the tributary to Little Lotts Creek that parallels the McTell trail between E. Jones Ave. and E. Grady Street was identified as the first project to be performed.

The area identified is impacted by significant aggradation of sediment within the stream channel and erosion along the stream banks. The proposed project is divided into two phases, which are delineated by an associated railroad crossing, so that it can be completed in phases if full funding is not immediately available. Thick, unsightly vegetation exists within the riparian corridor for Phase 1 (railroad crossing to East Grady Street). The primary focus of the project is to utilize Priority 3 stream restoration techniques to address aggradation and stream bank erosion issues associated with the tributary. Additional project components include aesthetically pleasing and functional planting schemes with an educational component for users of McTell Trail.

The Federal Clean Water Act, Section 319(h) provides funds to designated state and tribal agencies to implement approved nonpoint source management programs. State and tribal nonpoint source programs include a variety of components, including technical assistance, financial assistance, education, training, technology transfer, demonstration projects, and regulatory programs. Each year, EPA awards Section 319(h) funds to states in accordance with a state-by-state allocation formula that EPA has developed in consultation with each state. Section 319(h) funding decisions are then determined by each state who will

submit their proposed funding plans to EPA. If a state's funding plan is consistent with grant eligibility requirements and procedures, EPA then awards the funds to the state for the requested projects.

Recommendation:

Staff recommends submission of 319(h) grant application to support ongoing stormwater watershed best management practices and to perform stream bank restoration of the Little Lott's Creek tributary.

Budget Impact:

The grant requires a cost-share ratio of maximum 60% Federal funds and 40% minimum non-federal (local) match toward the total project cost. If awarded, the project will be paid from Stormwater Fund revenues. The FY2023 CIP includes an amount of \$500,000.00 for this project, including engineering and construction.

Council Person and District:

District 2, Councilmember Paulette Chavers

Attachment: N/A

GMC

**Georgia DNR-EPD
Section 319(h)
Grant Application
Process**

KEY GRANT DETAILS



- **Maximum Grant Award:**
 - \$400,000
- **Minimum Match Ratio: 60:40**
 - \$400,000 requires \$266,667 Match
- **Project Timeline:**
 - 3 Years
- **Application Deadline:**
 - April 30, 2022
- **Eligible Projects**
 - Non-point source pollution control
 - Watershed hydrology restoration
 - Urban stormwater controls
 - Green Infrastructure/ Low Impact Development



MINIMUM REQUIREMENTS

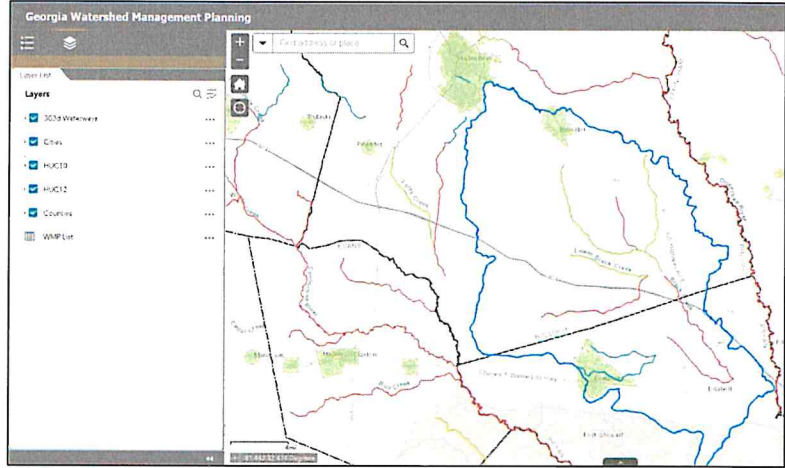


1. Implement an existing watershed-based plan that meets USEPA's Nine Elements of Watershed Planning – *or* – implement an alternative to a watershed-based plan in form of a Summary of Nine Elements
2. Locate the project in a watershed or drainage area equal in size to a 10-digit Hydrologic Unit Code (HUC-10) or smaller.
3. Commit to 40% Match (local funds, in-kind services, or other non-Federal sources).

WATERSHED MANAGEMENT PLANS (USEPA NINE ELEMENTS)



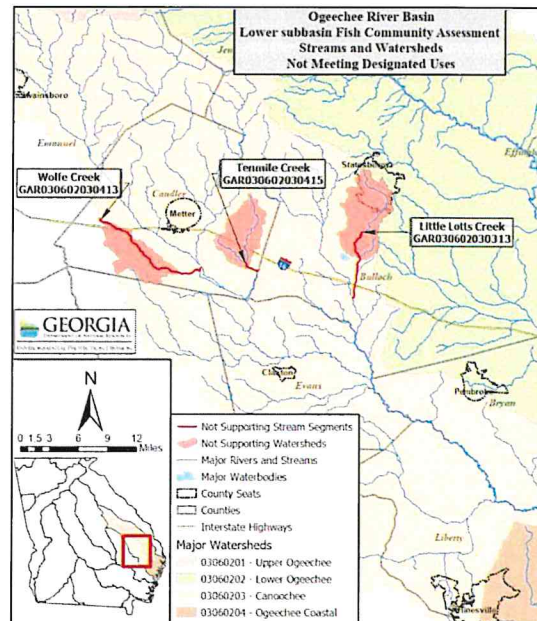
- Only WMP in area is Black Creek (HUC-10)
- Nothing presently in Statesboro City Limits



2021 TMDL FOR SIX STREAM SEGMENTS IN OGEECHEE RIVER BASIN FOR SEDIMENT



- Little Lotts Creek HUC-12 (HUC-030602030307) was one –61.5% of Statesboro
- 8 miles of Little Lotts Creek is impaired for “Bio F” caused by sediment and the entire upstream watershed is ID-ed as “Not Supporting Watershed”
 - “Bio F” = Biota Impacted (Fish Community)





Outline Plans for Upcoming Grant Application

WILLIE MCTELL TRAIL – PHASE I & II E. GRADY STREET TO E. JONES AVENUE



BLIND WILLIE MCTELL TRAIL – PHASE I AND II



Phase I site location.

2021 Cost Estimate:
1,453,500

Date Engineering Procured:

Date Construction Started:

Date Construction Completed:



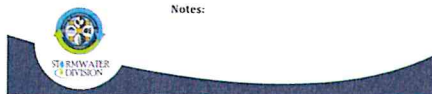
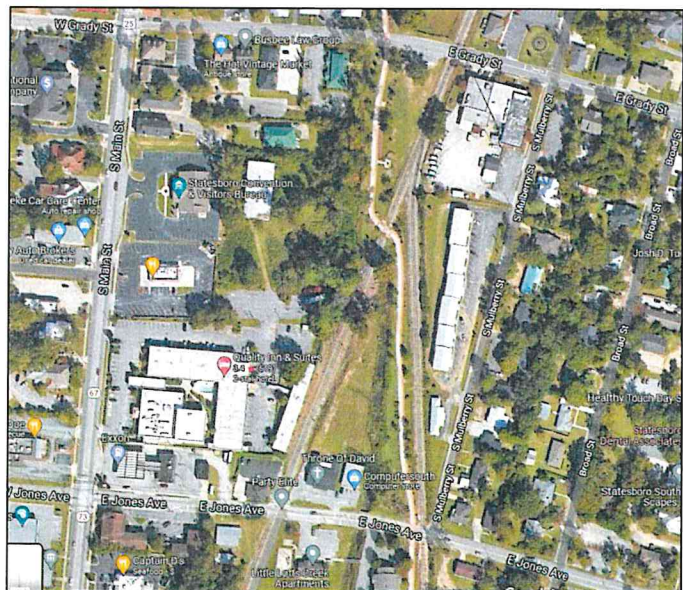
Phase I of the E. Grady Street City park stream restoration looking downstream.

Project Description:

The unnamed tributary flowing through the City park, along Blind Willie McTell Trail, just south of E. Grady Street exhibits significant aggradation of sediment within the stream channel and erosion along the stream banks. The proposed project is divided into two phases, which are delineated by an associated railroad crossing, so that it can be completed in steps if full funding is not available. Thick, unsightly vegetation exists within the riparian corridor for Phase I (north).

The primary focus of the project is to utilize Priority 3 stream restoration techniques to address aggradation and bank erosion issues associated with the tributary. Additional project components include an aesthetically pleasing wet functional planting scheme with an educational component for visitors of the park. Identifying permitting includes a Nationwide Permit through the U.S. Army Corps of Engineers and a Buffer Variance through the GA Environmental Protection Division.

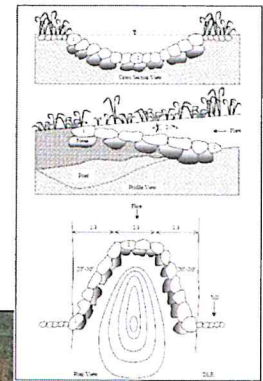
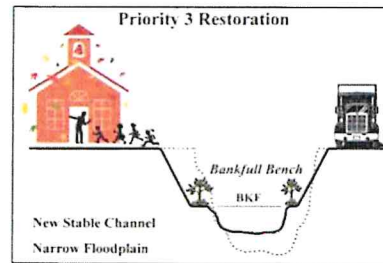
Notes:



PROJECT COMPONENTS

GMC

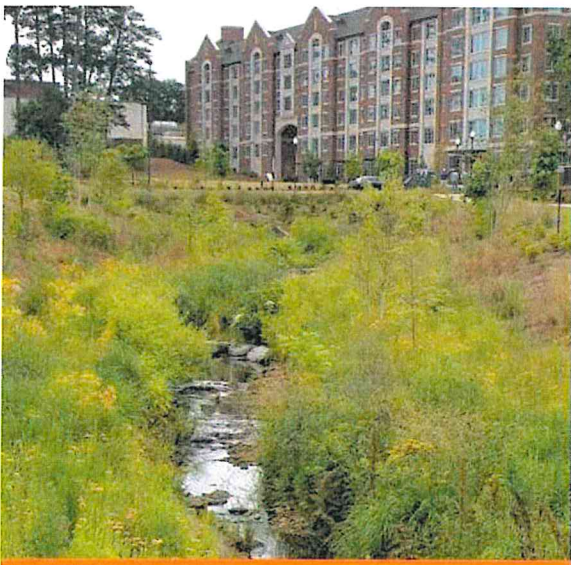
- Priority 3 Restoration
 - Address aggradation and bank erosion
- Aesthetically pleasing & functional planting scheme
- Educational component for visitors of the park
- Green infrastructure demonstration project



SIMILAR PROJECT/APPLICATION

AUBURN UNIVERSITY – PARKERSON MILL CREEK

GMC



Auburn University Parkerson Mill Creek Stream Restoration



PRE- & POST-CONSTRUCTION PHOTOS

GMC



Before (2007)



2015 (1 year After)



2019 (5 years After)



Overview of Draft
"Summary of Nine
Elements" Document

COMBINES EXISTING PLANS TO SATISFY NINE ELEMENTS

GMC

1. 2021 TMDL for Six Stream Segments in Ogeechee...
2. Coastal GA Regional Water Plan
3. GA's Statewide Nonpoint Source Management Plan
4. GA Stormwater Management Manual
5. City's Stormwater Masterplan
6. City's Watershed Protection Plan
7. City's Stormwater Utility User Credit Manual
8. Green Growth Guidelines
9. Consensus Rec's. ...Urban Stream Restoration Projects Built for Pollutant Removal Credit

NINE ELEMENTS

GMC

1. ID Pollutant & Impairment Causes/Source
2. Pollutant Load Reduction Estimates from BMPs
3. NPS BMPs & Critical Target Areas for Installation
4. Financial & Technical Assistance; Associated Costs & Sources of Funds
5. Education & Outreach for Public Participation
 - *This group & meeting*
6. Implementation Schedule
7. Interim Milestones
8. Criteria to Monitor & Assess BMP
9. Determine Implementation Effectiveness

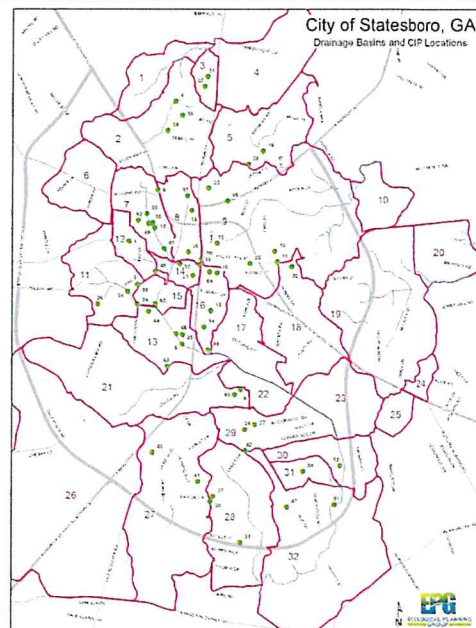


Overview of Recent Stormwater Master Plan Efforts

CITY STORMWATER MASTERPLAN



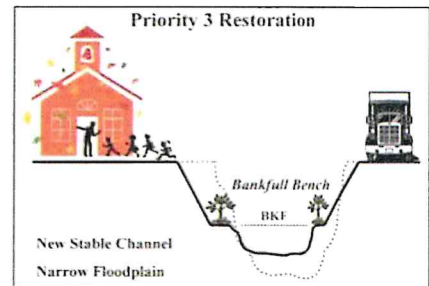
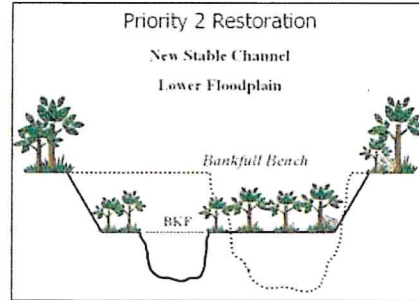
- Task 1 – Overall Citywide Stormwater Master Plan
- Task 2 – Targeted highest priority watershed (model and conceptual designs)
–“MLK West”
- Task 3 – Targeted “Lake Sal” watershed
- Task 4 – Preliminary Stream Restoration Assessment



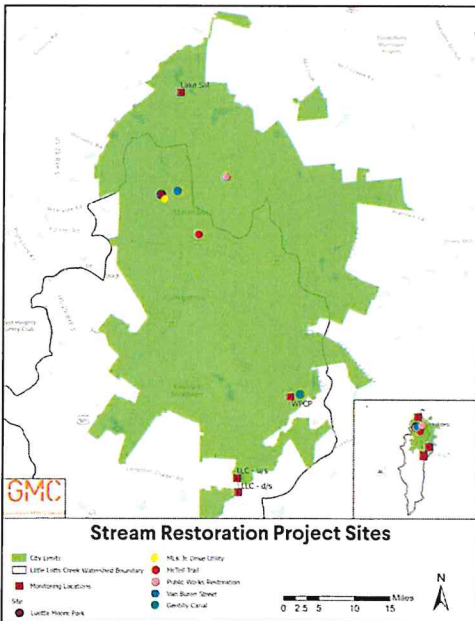
PRELIMINARY STREAM RESTORATION ASSESSMENT & STORMWATER MASTERPLAN UPDATE



- Stormwater management and stream stabilization/restoration are closely linked
- Reviewed 2017 Stormwater Masterplan CIPs
 - Updated existing projects & added new projects
- Presented similar examples
- Explored funding opportunities



STREAM RESTORATION PROJECT SITES & LITTLE LOTTS CREEK WATERSHED



Project ID & Name	Project Cost	Project Type	Project Length (ft)
Project 1 - Blind Willie McTell Trail - Phase I & II	\$405,500	Stream Restoration	1,050
Project 2 - Luetta Moore Park	\$180,200	Stream Restoration	630
Project 3 - Martin Luther King Jr. Drive Utility	\$85,360	Utility / Bank Stabilization	700
Project 4 - Van Buren Street	\$60,920	Bank Stabilization	350
Project 5 - Public Works Restoration	\$394,250	Stream Restoration	844
Project 6 - Gentilly Canal	\$1,259,650	Stream Restoration	2,485
Project 7 - Utility Crossing Assessment	\$17,500* (varies with scope)	GIS Mapping & Field Assessment	



McLellan Creek Bank Stabilization and Green Infrastructure

RESOLUTION #2022-08:

**A RESOLUTION APPROVING APPLICATION FOR THE
2022 GEORGIA EPD SECTION 319(h) GRANT SUBMISSION**

THAT WHEREAS, the Mayor and City Council desires to maintain a Watershed Management Plan that provides for effective and efficient management of stormwater and provides protection of the environment and Statesboro’s natural resources; and,

WHEREAS, the Mayor and City Council have found that stream restoration within the Statesboro city limits that will improve water quality and maintain a healthy environment for its citizens; and,

WHEREAS, the Mayor and City Council have found that the 319(h) Grant Program administered by the Environmental Protection Division (EPD) of the Georgia Department of Natural Resources (DNR) is desirable in order to provide financial support to establish and manage the stream bank restoration project; and,

WHEREAS, city staff will prepare an application to said program in order to obtain a maximum grant award of up to \$400,000; and,

WHEREAS, funds are given directly from Georgia EPD with a 40% 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 Nonpoint Source Implementation Grant under Section 319(h) of the Clean Water Act administered by the Georgia Environmental Protection Division (EPD).

- Section 2. The Mayor is hereby authorized to execute all documents related to the application.

Adopted this 1st day of March, 2022.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

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

From: Jason Boyles, Assistant City Manager

Date: February 22, 2022

RE: Employment Incentive Program grant application for utility installation to Aspen Aerogels, Inc

Policy: Grant Application

Recommendation:

Staff recommends approval of application to DCA for funding from the Employment Incentive Program to support utility installation for the Aspen Aerogels, Inc project.

Background:

On February 17, 2022 City Council executed agreements in support of the siting of Aspen Aerogels, Inc in the Southern Gateway Industrial Park including \$500,000 in utility installation. A preliminary engineering cost estimate of approximately \$1,250,000 was developed for installation of water and sewer utilities around the perimeter of the Park to serve Aspen Aerogels, Inc without impact to other developable areas within the Park.

The Employment Incentive Program (EIP) is administered by Georgia Department of Community Affairs and is an infrastructure funding resource available to local governments to support projects that will create necessary job opportunities. The EIP is a set-aside of the state Community Development Block Grant program. To be considered for funding, potential projects must address the creation and/or retention of jobs or employment opportunities, a minimum of 51% of which must be for persons of low and moderate income.

The application period has no deadline; however, Aspen Aerogels has requested utility installation be completed by the end of calendar year 2022. City staff seeks to submit application for this grant following approval of a grant administrator and engineer and preparation of all necessary supporting documentation. Maximum award from the EIP is \$750,000.

Budget Impact: This grant has no match requirement. However, the City has committed \$500,000 in enterprise funds for installation of water and sewer utilities for the project.

Council Person and District: All

Attachment: Grant Application Resolution

**RESOLUTION 2022 - 09: A RESOLUTION APPROVING GRANT APPLICATION FOR THE
GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS EMPLOYMENT INCENTIVE PROGRAM**

THAT WHEREAS, the Mayor and City Council have found that Aspen Aerogels, Inc is an important development project for Statesboro and Bulloch County which will provide a minimum of 250 jobs at a wage that is at or above the average wage in Bulloch county; and,

WHEREAS, the Mayor and City Council have found that Aspen Aerogels, Inc will perform an initial investment of at least \$325,000,000 in facility and site improvements in the Southern Gateway Industrial Park; and,

WHEREAS, the Mayor and City Council have found that it is necessary to install utility and sewer infrastructure extensions within the Southern Gateway Industrial Park to serve Aspen Aerogels, Inc; and,

WHEREAS, City staff has performed a preliminary cost estimate and determined that said utility infrastructure extensions will cost approximately \$1,250,000; and,

WHEREAS, the Mayor and City Council have found that the Georgia Department of Community Affairs (DCA) Employment Incentive Program (EIP) is a desirable financing program to support the installation of water and sewer utilities for Aspen Aerogels, Inc; and,

WHEREAS, City Council has approved \$500,000 in funds for this Project; and,

WHEREAS, City staff shall prepare application to DCA seeking the maximum funding amount of \$750,000;

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

Section 1. That the Mayor and City Council hereby authorize the submittal of application for funding from the DCA Employment Incentive Program.

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

Adopted this 1st day of March, 2022.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: 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
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 25, 2022

RE: March 1, 2022 City Council Agenda Items

Policy Issue: *Consideration of resolution to impose a six month moratorium on processing and consideration of sign variances requested pursuant to Article XV of Appendix A of the Statesboro Code of Ordinances.*

Recommendation: Approve

Background: *Mayor and Council imposed a six month moratorium on consideration of variances regarding freestanding signs on November 16, 2021 due to City's ongoing efforts to rewrite the sign ordinance. This moratorium would apply to all variances regarding all signs and would run to September 1, 2022.*

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed resolution

**STATE OF GEORGIA
COUNTY OF BULLOCH**

MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA

RESOLUTION 2022 - 10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA TO PUT IN EFFECT A SIX MONTH MORATORIUM ON ISSUANCE OF VARIANCES FROM ARTICLE XV OF APPENDIX A

WHEREAS, the number of applications made for variances from Article XV regarding Signs has increased substantially since Mayor and Council commissioned TSW consultants to conduct a review of the City's zoning and signage laws; and

WHEREAS, the Mayor and Council deem it in the best interest of the City and its residents to continue the review and revision of the zoning and signage regulations during this moratorium in order to develop the proper means of protecting the legal rights of variance applicants while preserving the integrity of the City's zoning restrictions; and

WHEREAS, Mayor and Council have legal authority to enhance the review process by declaration of a moratorium; and

WHEREAS, Mayor and Council of the City of Statesboro have the power and authority to enact regulations for valid governmental purposes that are not inconsistent with general or special law; and

WHEREAS, the public health, safety and welfare is a legitimate public purpose recognized by the courts of the State of Georgia; and

WHEREAS, based upon the above facts, Mayor and Council deem it necessary and to be in the best interests of the health, safety, and welfare of the citizens and residents of the City, to impose a moratorium on the processing and approval of any new applications for variances regarding signs from March 1, 2022 through September 1, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution. These clauses represent the legislative findings of the Mayor and Council. It is the purpose and intent of this Resolution to promote the health, safety and welfare of the residents and citizens of the City of Statesboro.

Section 2. Mayor and Council hereby declare a moratorium which shall run from March 1, 2022 until September 1, 2022. During such time the City will suspend the processing or approval of any applications for variances regarding signs. The moratorium may be extended by Mayor and Council by subsequent resolution should additional time be needed by the City for the study and presentation of appropriate zoning and signage regulations.

Section 3. If any clause, section, or other part or application of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

Section 4. All Ordinances or parts of Ordinances, Resolutions or part of Resolutions in conflict herewith are to the extent of such conflicts hereby repealed.

Section 5. This Resolution shall take effect on March 1, 2022.

RESOLUTION APPROVED AND ADOPTED this 1st day of March, 2022.

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

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 21, 2022

RE: Street Lighting – Agreement with GSU
Blue Mile Streetscape Project

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of the Lighting Services Agreement with Georgia Power Company (GPC) for a pre-payment of ornamental street lighting in the not to exceed amount of **\$224,900** and authorize the Mayor to execute Lighting Services Agreement to proceed with ordering of materials listed in the agreement for the Blue Mile Streetscape project:

Background:

Upon beginning work on the Blue Mile project President Marrero of Georgia Southern University approached the City to offer support and partnership on this project. To cultivate and enhance a town and gown relationship, the University will be providing a cost share of \$170,300 toward the purchase of the street lighting poles and fixtures. The City will be covering the cost of installation, the balance of the \$224,900 Agreement amount, and the City will install Georgia Southern University pole banners in our rotation on these street light poles. The poles and banners will be similar to those on East Main Street.

Budget Impact:

The cost of the proposed work is within the budget for this project. The project is funded from 2018 TSPLOST and the lighting pre-purchase will be reimbursed by Georgia Southern University.

Council Person and District:

District 2, Councilmember Paulette Chavers
District 3, Councilmember Venus Mack

Attachment: Georgia Power Proposal and Agreement
Georgia Southern University Financial Commitment Letter

Lighting Services Agreement



Customer Legal Name City of Statesboro DBA _____
 Service Address 0 East main st Statesboro GA 30458 County Bulloch County
 Mailing Address _____
 Email john.washington@statesboroga.gov Tel # 912-764-0652 Alt Tel # _____
 Tax ID# _____ Business Description _____

Existing Customer Yes No If Yes (and if possible), does customer want the Service added to an existing account? Yes No If Yes, which Account Number? _____

Selected Components				
Action	Qty	Wattage	Type	Description
INS	41	80	LED	Post Top

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$867.15	\$111.52	\$978.67		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes N/A

Type	Customer	Tariff	Content
NESC	Gov	OLG	

Pre-Payment (\$)
\$224,900.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Robert Sapp
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



February 21, 2022

Mr. Jonathan McCollar
City of Statesboro Mayor
50 East Main St
Statesboro, Georgia 30458

RE: Blue Mile Lighting Project

Dear Mayor McCollar:

This is to notify the City of Statesboro that Georgia Southern University has agreed to reimburse the City of Statesboro for the cost of forty-one light fixtures, light poles and hardware for the amount of \$170,300.00. This cost is the amount received from Georgia Power Company for the said materials, on February 11, 2022. The lights will be installed down the "Blue Mile" section of South Main at Tillman Road to the intersection of W Brannen Street and Fair Road in Statesboro, Ga.

Thank you again for your support and continued assistance with this project. Please feel free to contact my office if you need any additional information.

Sincerely,


Kathryn V. Twining

Associate Vice President for Facilities Services

CITY OF STATESBORO

COUNCIL

Phil Boyum
Paulette Chavers
Venus Mack
John 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: Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Public Utilities Director

Date: February 22, 2022

RE: Contract Award Amendment for Purchase of Sludge Trailer for Waste Water Treatment.

Policy Issue: Purchasing

Recommendation: Consideration of a motion to amend award of contract to National Auto Fleet Group in the amount of \$60,000.00 for the purchase of one 30' Mac Dump Trailer. To be purchased with 2013 SPLOST funds approved in the FY2021 CIP Budget, Item # WTP- 1 (carryover project).

Background: At the June 15, 2021 meeting Council approved the purchase of a sludge trailer in the amount of \$55,318.00. The purchase recommendation was based on pricing obtained May 25, 2021 from National Auto Fleet Group and Mac Trailers using Sourcewell Cooperative Purchasing Contract #060920-NAF. After the quote was obtained Mac Trailers increased their contract pricing with Sourcewell due to the rising cost of aluminum and supply chain issues. This results in a pricing increase in the amount of \$5,406.00 for a total cost of \$60,724.00. However, after discussion with the vendor and informing him that our budget limit is \$60,000 he agreed to absorb \$724.00 of the increase to keep our purchase under budget. This results in a net increase of \$4682.00 for a total price of \$60,000 if we wish to continue with the purchase.

It is my recommendation to pay the price increase. If we choose not to accept we will lose our priority in the order queue resulting in delivery being delayed another year and potentially even higher prices than the negotiated price. This purchase is per the Sourcewell Cooperative Purchasing Contract #060920-NAF. There are no local suppliers for this item.

Budget Impact: The total price, including the increase, is within the budget of \$60,000.00 approved in the FY2021 CIP item #WTP-1. Funds approved from 2013 SPLOST funds.

Council Person and District: N/A

Attachments: Quote from National Auto Fleet Group, Email from Craig Stollings



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

5/25/2021

Quote ID#1637HD

Mr. Steve Hotchkiss

City of Statesboro
50 E. Main Street
Statesboro, GA 30458

Dear Steve Hotchkiss,

National Auto Fleet Group is pleased to quote the following sourced item(s) for your consideration. One (1) New/Unused (**2021 Mac 30' Dump Trailer with Electric Tarp**) and provided by Mr. Craig Stollings with Worldwide Equipment, each for:

	Contract Price
Mac Trailer Quote	\$ 55,318.00
Tax (0.00%)	\$ 0.00

Total	\$ 55,318.00
Increase	\$ 4,682.00
Total	\$ 60,000.00

This sourced item(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





Steve Hotchkiss <steve.hotchkiss@statesboroga.gov>

Mac Trailer

1 message

Craig Stollings <craig.stollings@thetruckpeople.com> Fri, Feb 18, 2022 at 12:56 PM
To: "steve.hotchkiss@statesboroga.gov" <steve.hotchkiss@statesboroga.gov>

Good Evening Steve,

Per the conversation that I had with your purchasing department yesterday, Worldwide Equipment INC will do a total selling price of \$60,000 on the trailer deal. I have talked to Mac Trailers this morning and they agreed to help Worldwide Equipment absorb the remaining \$724.00.

I do not need an updated purchase order.

Please do respond to this email if you can stating that the City of Statesboro, GA accepts the new price of \$60,000.

Have a great day Sir.

CRAIG STOLLINGS | Government & Municipal Sales Manager | Worldwide Equipment Enterprises, Inc.
[18285 Lee Hwy Abingdon, VA 24210](https://www.thetruckpeople.com) | 276.628-8150 | cell: 276.608.6973 | [thetruckpeople.com](https://www.thetruckpeople.com)