



March 15, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Recognitions/Public Presentations
 - A) Presentation of an award to retiring Senior Detective James L. Winskey for his 25 years of service to the City of Statesboro.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 03-01-2022 Council Minutes
 - b) 03-01-2022 Work Session 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 and Consideration of a Motion to Approve: **APPLICATION SE 22-02-01**: Roberta Benique requests a Special Exception from Article XXVII, Section 2704 of the Statesboro Zoning Ordinance to allow for the placement of a Daycare Center at 1015 East Inman Street.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 22-02-03**: HRK Properties requests a Variance from Article VII, Section 1213 of the Statesboro Zoning Ordinance to reduce the setback requirement and construct a building addition at 450 Mathews Road
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 22-02-04**: CFN Rentals requests a Zoning Map Amendment in order to amend a PUD (Planned Unit Development), and build an additional 5 residential duplexes (10 units) on a property located at Grove Circle/Stockyard Road.
10. Consideration of a motion to approve **Resolution 2022-11**: A Resolution approving an application to the Georgia Department of Community Affairs, 2022 Community Development Block Grant Program.
11. Consideration of a motion to approve **Resolution 2022-12**: A Resolution setting the license fee for Retail Package Sales of Distilled Spirits.

12. Consideration of a motion to approve the award of a Department owned firearm to retiring Detective James Winskey.
13. Consideration of a motion to approve an agreement with InVeris for the upgrade to the Decisional Shooting Simulator in the amount of \$113,510.71 to be paid from funds received from the Georgia Criminal Justice Coordinating Council Grant.
14. Consideration of a motion to approve the seventh lease amendment with New Cingular Wireless PCS (AT&T) regarding the Malecki Drive water tower.
15. Consideration of a motion to approve amendment of the contract with TSW to perform engineering and development related ordinance amendments.
16. Consideration of a motion to award a contract for engineering design for the East Jones Ave. Sidewalk Improvements project to Parker Engineering, Inc. in the amount of \$57,000.00. The project will be paid from 2018 TSPLOST funds.
17. Consideration of a motion to award the engineering design for the East Main Street Sidewalk Improvements contract to American Engineers, Inc. in the amount of \$54,500.00. The project will be paid from 2018 TSPLOST funds.
18. Consideration of a motion to award a contract for engineering design of the West Main Street Sidewalk Improvements project to American Engineers, Inc. in the amount of \$42,500.00. The project will be paid from 2018 TSPLOST funds.
19. Consideration of a motion to award the engineering design for the Brannen Street Sidewalk Improvements contract to EMC Engineering Services, Inc. in the amount of \$20,050.00. The project will be paid from 2018 TSPLOST funds.
20. Consideration of a motion to award a contract for engineering design for the Lydia Street / Hart Street Culvert Improvements project to EXP US Services, Inc. in the amount of \$41,500.00. The project will be paid from Stormwater Operating Income funds.
21. Other Business from City Council
22. City Managers Comments
23. Public Comments (General)
24. 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)
25. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
MARCH 01, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

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

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Absent	
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

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.**

Mayor Jonathan McCollar presented to the City’s Finance Department the Distinguished Budget Award for the City of Statesboro FY 2021 Budget. This Award is awarded through the Government Finance Officers Association.

- B) Presentation to the Finance Department for receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the 2020 Comprehensive Annual Financial Report.**

Mayor Jonathan McCollar presented to the City’s Finance Department the Certificate of Achievement for Excellence in Financial Reporting for the 2020 Comprehensive Annual Financial Report. This Certificate is awarded through the Government Finance Officers Association.

4. Public Comments (Agenda Item): None

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

A motion was made to approve the consent agenda.

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

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.

Councilmember John Riggs stated that at the last meeting he requested the employee feedback from the interviews conducted for the employee clinic and that he has received it but has not had the chance to review the information and requests that this item be tabled until March 15, 2022.

A motion was made to table this item until March 15, 2022.

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

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

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

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):

- A. The Station of Statesboro, LLC DBA The Station
441 S Main St Unit 2B
Statesboro, Ga 30458
License Type: Restaurant

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

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.

A motion was made 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.

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

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**

Councilmember Phil Boyum stated he has concerns regarding rehabilitation of investor owned properties and the advantage investors would have in the program.

City Manager Charles Penny states the policies before them today are for owner occupied properties only. We will come back with a set of polices for investor owned properties for approval.

A motion was made to approve 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

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

10. Consideration of a motion to approve funding for the development and maintenance of a community garden.

A motion was made to approve funding for the development and maintenance of a community garden.

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

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.

City Attorney Cain Smith explained the two revisions are the prohibition of package stores within 100 yards to a building on a college camps and the removal of the 2200 square footage requirements.

Councilmember John Riggs stated he would like to add public safety to use of excise tax proceeds.

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 with the addition of Public Safety to subsection “g”.

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

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.

A motion was made to approve Resolution 2022-06 reclassifying the GIS Administrator position to Facilities Manager and to reclassify the Telecommunications Specialist to Purchasing Coordinator.

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

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.

A motion was made to approve Resolution 2022-07 reclassifying the Senior Human Resources Coordinator and Human Resources/Safety Coordinator positions in the Department of Human Resources to the position of Human Resources Generalist.

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

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.

A motion was made to approve Resolution 2022-08 approving an application for funding from the Georgia EPD Nonpoint Source Implementation Grant, Section 319(h) of the Clean Water Act.

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

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.

A motion was made to approve Resolution 2022-09 approving grant application for the Georgia Department of Community Affairs Employment Incentive Program.

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

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.

A motion was made to approve Resolution 2022-10 to put into effect a six month moratorium on issuance of variances from Article XV of Appendix A of the Statesboro Code of Ordinances.

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

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.

A motion was made to approve an Agreement with Georgia Power Company Lighting Services in the amount of \$224,900 for the Blue Mile Streetscape Improvements project.

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

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.

A motion was made 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.

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

19. Other Business from City Council:

Mayor Pro Tem Shari Barr stated that in conjunction with International Womens Day there’s an International Build and our local habitat is participating and asked that Marcus Toole announce the details for this Saturday.

Marcus Toole with Habitat for Humanity stated that this Saturday March 5, 2022 they will be hosting a Women Build from 8:30 am – 12:00 pm. This is a volunteer opportunity to construct two of their houses at 117 and 119 Green Street.

20. City Managers Comments

City Manager Charles Penny called their attention that in the FYI packet there was a financial audit finding memo which showed a finding regarding the funds received from SPLOST going into our General Fund which was a reimbursement from the county for the Radio System. Those fund will be reassigned to the SPLOST fund.

Mr. Penny also mentioned that we had a vaccine clinic this past weekend and we had thirty-two people who were vaccinated. We gave out twenty-five cards which leaves us with about thirty more cards give out. We will work with the department of public health to see if we can schedule another vaccination clinic until we give those cards completely out. He also stated we had two signs in front of City Hall announcing our clinic and someone came by and re-appropriated our signs so, since we are on Facebook live if you have our signs we would like for you to bring them back so we can reuse them.

Lastly, we had applied for some funding through Governor Kemp’s Water and Sewer Infrastructure Program for the Creek on the Blue Mile in the amount for about six million dollars however we were not successful in receiving that grant.

At 9:58 am a motion was made to recess the regular meeting.

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

At 10:46 am motion was made to reconvene the regular meeting.

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

21. Public Comments (General): None

A motion was made to remove from the table the creek planning and design project for approval in this meeting.

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

A motion was made to approve the planning and design of the creek project in the amount of \$2.65 million.

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

22. 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.

City Manager Charles Penny announced that this Friday March 4, 2022 is employee appreciation day and that the City is providing lunch to all employees from 11 am – 1 pm on that day in the Municipal Court parking lot.

23. 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, Riggs, Barr
ABSENT	Councilmember Venus Mack

The meeting was adjourned at 10:50 am.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



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. Design Proposal for the Creek on the Blue Mile

City Manager Charles Penny began the presentation with details of what the design proposal includes. The proposal is broken up into six phases, site survey, promenade and channel design, bridge design, dam and reservoir concept design, USACE permitting and FEMA Flood map revisions for a total cost of \$2,650,450.00. This project is essentially a storm water management project. It will pull land out of the flood plain to be developed. It will create energy and life between the University and Downtown, create 20 3- story mixed use units and 4 townhome units. The economic impact is estimated at \$80,000,000 fully built out with the creation of 650 jobs during its construction. Over the next 30 years the project could create \$13,895,740 in property taxes with \$3,601,106 of those taxes new to the City in addition it would create an additional \$12,928,996 in sales tax revenue over the same amount of time. The cost of the design proposal will be funded from the original grant of \$5.5 million received from the Governor's office.

Councilmember Phil Boyum inquired about a statement in the cost benefit analysis which says "Although Statesboro does have many transitory individuals that are coming to town to work, play or shop it is unclear from the available information if adding new business to the area would increase the current level of spending or encourage additional visitors to come to this community." So instead of new businesses and restaurants coming in we may just see movement around the city?

Dominique Halaby, Director of BIG stated that is a great point you bring up and actually that is true from our perspective. What we are hoping for is that new businesses would have a much broader draw than the businesses that are in place.

Councilmember Boyum inquired about the property taxes and revenue collection in the report are reliant on the build out happening with in the first two years, correct?

That is correct.

Councilmember Paulette Chavers asked is it possible for the project to be built out in two years?

Keely Fennel with the Creek on the Blue Mile Foundation stated it is possible and very probable due to the amount of interest in the project. Andy Burns with the Creek on the Blue Mile Foundation stated when you start a project like this there is no guarantee however there is no chance of success if you don't take some risk. This particular project is about addressing a storm water issue and the design is being funded from funds allotted to the project. If the project is not done those funds will need to be returned.

There was discussion regarding the flood plain map

This proposal includes the study of the entire basin from veteran's memorial parkway all the way up. Then we go back to FEMA and have this map redone to match what it should be. The way that map is everything upstream of the railroad

would be just as it is today the only change will be downstream of the railroad. Right now we are recommending improvements all the way down to Gentilly and do not expect any impacts below there.

City Manager Charles Penny stated the original plan was to bring this design proposal to Council in January however we waited until we had the economic impact analysis done and presented before we asked for approval of the design plan. Today we are involved in a call with Senator Ossoff's office regarding an EDA grant we will be preparing and the Senator has asked that we use direct funding process through congress for the project. We would like to be able to tell them we are moving forward with the design work however if we are not going to move forward with the design work then that would pretty much end the project.

Councilmember Phil Boyum stated he is in support of this project but we need to look at the numbers realistically, a 100% buildout is not feasible. The Market District isn't fully built out and Statesboro Crossing still has spots available over there. It is much more likely that this is going to be 50% or 60% percent built out in the first five years and then it will slowly trickle in. We can't make decisions based on the maximum possible return because that most likely is not going to happen.

City Manager Charles Penny stated this is a storm water project with the addition issue.

Mayor Jonathan McCollar stated that Senator Ossoff's office is very excited about this project they were able to understand the vision. This is a project that is supported at a local, state, and federal level. This project not only addresses a need as it relates to storm water, the economic opportunity is a plus for the city of Statesboro. This is a good opportunity for the City to position itself and take advantage of some funding opportunities. When we come out of the work session we will ask that we remove the creek design proposal from the table and make a motion to pass it so we do not miss out on funding opportunities that will save us money.

Councilmember Boyum stated he has concerns about the impact this will have on our storm water fund. There are other storm water issues throughout the city that need to be addressed as well and we need to make sure the funds are going to those areas and not being funneled into one project. I am prepared to move forward and see the design but there are some serious financing concerns we still have to consider.

Mayor McCollar stated that he is not alone with his concerns and I don't think this council is going to position the city where we are in financial jeopardy.

The meeting was adjourned at 10:46 am.

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

EXHIBIT I**Holiday Schedule for 2022**

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

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 Amorization	\$ 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
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CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: March 7, 2022

RE: March 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception Request*

Recommendation: Planning Commission recommends Denial of the Special Exception Requested by SE 22-02-01.

Background: Roberta Benique requests a Special Exception from Article XXVII, Section 2704 of the Statesboro Zoning Ordinance to allow for the placement of a Daycare Center at 1015 East Inman Street.

Budget Impact: None

Council Person and District: Mack (District 3)

Attachments: Development Services Report (SE 22-02-01)



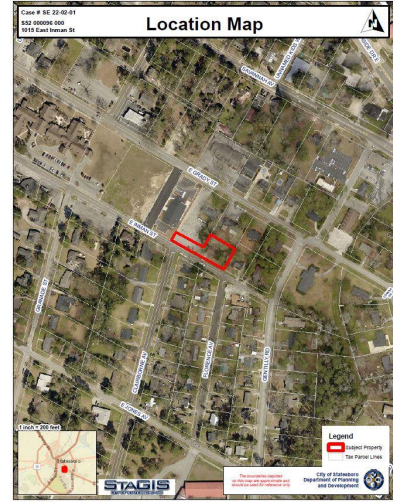
ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**SE 22-02-01
SPECIAL EXCEPTION REQUEST
1015 East Inman Street**

LOCATION:	1015 East Inman Street
EXISTING ZONING:	O/R15 (Office/Single Family Residential)
ACRES:	0.4 acres
PARCEL TAX MAP #:	S52 000096 000
COUNCIL DISTRICT:	District 3 (Mack)
EXISTING USE:	Event Hall
PROPOSED USE:	Daycare



PETITIONER Roberta D. Benique
ADDRESS 109 Christie Lane, Statesboro GA 30458

REPRESENTATIVE Same as above
ADDRESS

PROPOSAL

The applicant requests a special exception from Article XXVII, Section 2704, of the *Statesboro Zoning Ordinance* to allow for a daycare center in the existing building located at 1015 East Inman Street in the O/R15 (Office/Single Family Residential) zoning district.

PLANNING COMMISSION RECOMMENDATION

SE 22-02-01 DENIAL

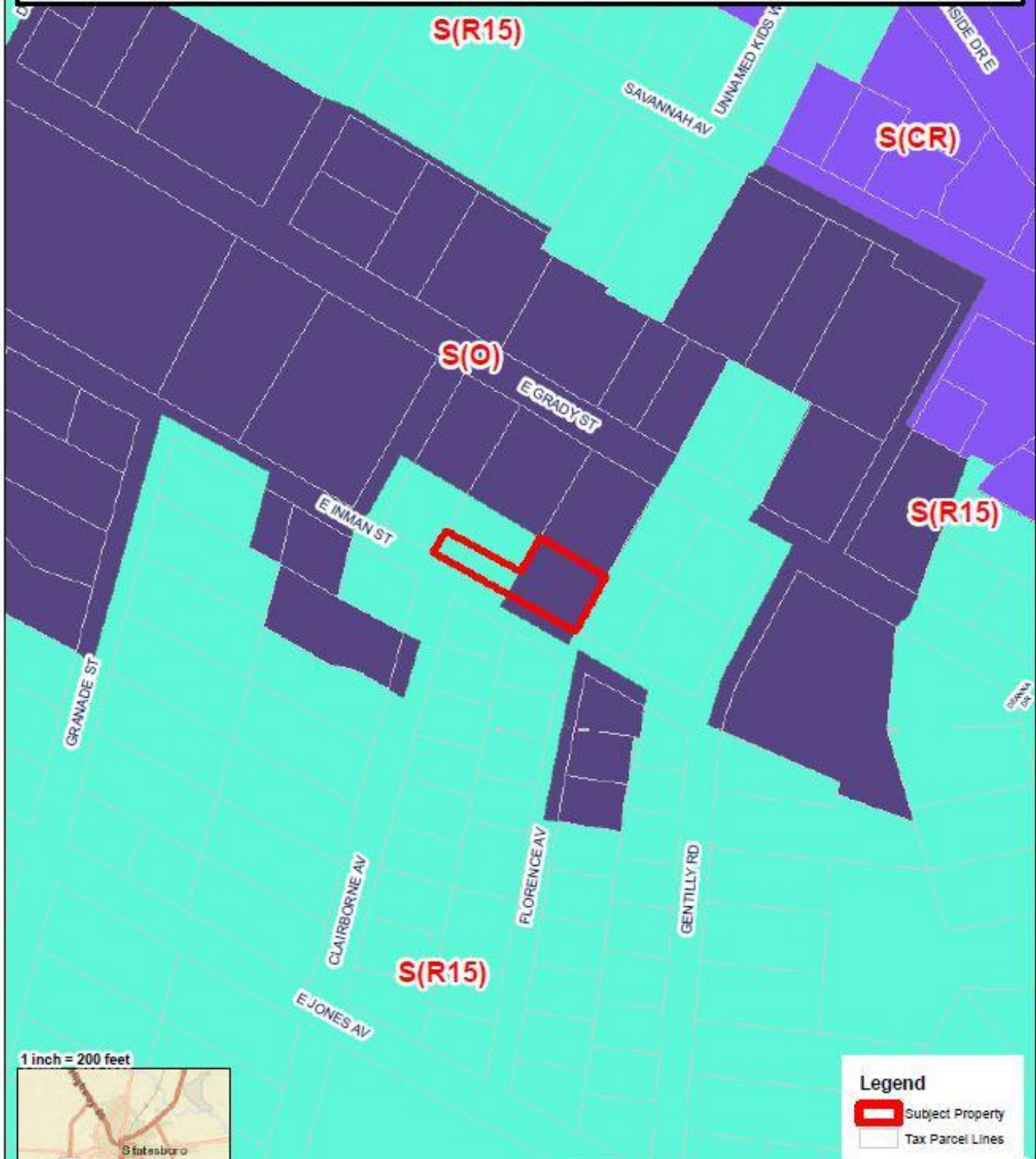
Case # SE 22-02-01
S52 000096 000
1015 East Inman St

Location Map



Case # SE22-02-01
S52 000096 000
1015 East Inman St

Current Zoning Map



1 inch = 200 feet



Legend

- Subject Property
- Tax Parcel Lines

The boundaries depicted on this map are approximate and should be used for reference only.

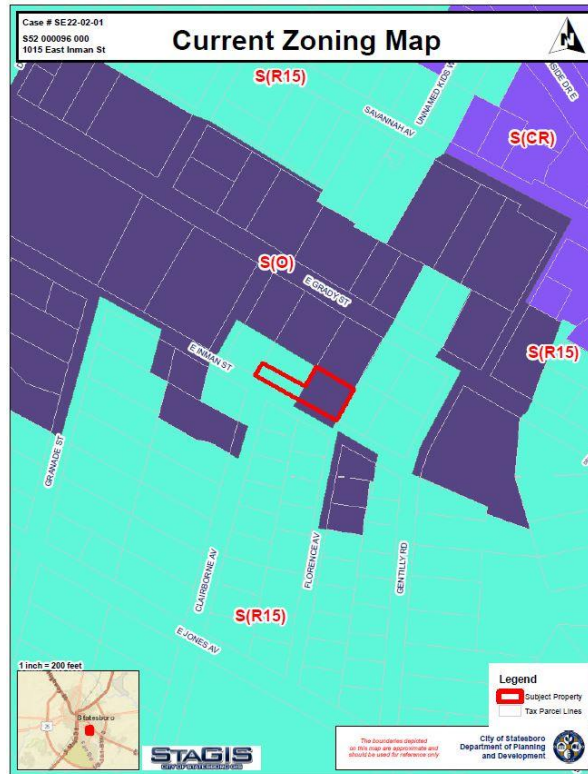
City of Statesboro
Department of Planning
and Development



Case # SE 22-02-01
S52 000096 000
1015 East Inman St

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: O (Office)	Insurance Office
Northeast	Location Area #2: R15 (Single Family Residential)	Single Family Dwelling
East	Location Area #3: R15 (Single Family Residential)	Single Family Dwelling
Northwest	Location Area #4: O/R15 (Office/Single Family Residential)	Senior Citizens Center
Southeast	Location Area #5: O (Office)	Medical Office
South	Location Area #6: R15 (Single Family Residential)	Single Family Dwelling
Southwest	Location Area #7: R15 (Single Family Residential)	Single Family Dwelling
West	Location Area #8: O/R15 (Office/Single Family Residential)	Medical Office

SUBJECT SITE

The subject site is a 0.4 acre lot containing one building. The applicant is seeking to open a daycare center that is generally not allowed in the Office or Residential zoning district as per Article XXVII; Section 2704 of the Statesboro Zoning Ordinance, which designates that a daycare center may only operate in areas zoned CR (Commercial Retail), HOC (Highway Oriented Commercial) or CBD (Central Business District). The building is exclusively located in the Office District while the parking area is a shared R-15 (Single-Family Residential) lot with the doctor's office.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Established Residential Neighborhood Area” character area, which feature traditional residential neighborhoods and connected street grids linked with downtown. These areas are also meant to include small scale retail or neighborhood services.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

CONDITIONAL ZONING STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* permits the grant of conditional zoning upon a finding by the governing body that the requested use is “of the same general character” as those uses permitted within the district without the grant of a special exception and requires that “in determining the compatibility of the conditional use with adjacent properties and the overall community, the Mayor and City Council (will) consider the same criteria and guidelines [as for] determinations of amendments, as well as the following factors”.

Article XXIV, Section 2406 of the *Statesboro Zoning Ordinance* lists **seven (7) factors** that should be considered by the Mayor and City Council “in determining the compatibility” of the requested use with adjacent properties and the overall community for considerations of Conditional Use Variances, or Special Exceptions as follows:

(A) Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.

- The business would be located inside the pre-existing structure. It is likely that some changes would be required on the site, but these changes would require pre-approval by the City.

(B) Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.

- The property is located off of East Inman and has a substantial shared parking lot immediately adjacent to it.

(C) Off-street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.

- The parking lot is adequate for the proposed drop off.

(D) Public facilities and utilities are capable of adequately serving the proposed use.

- Adequate public utilities are currently on the site.

(E) The proposed use will not have significant adverse effect on the level of property values or the general character of the area.

- The property has been vacant until ownership by the applicant. The proposed use would not likely decrease the surrounding values.

(F) Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.

- The applicant intends to utilize the existing building at this time, and therefore has not submitted an updated site plan.

(G) Approval of a proposed use by the Mayor and City Council does not constitute [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the Planning Commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.

- Any significant future phases or changes to this proposal must first be reviewed and approved by Staff.

In analyzing all requests, care should be taken that development remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed use is consistent with the subject site's character area "Established Residential Neighborhood Area" as stated in the *2019 – 2029 Comprehensive Master Plan*.

Subject Property



Western Property



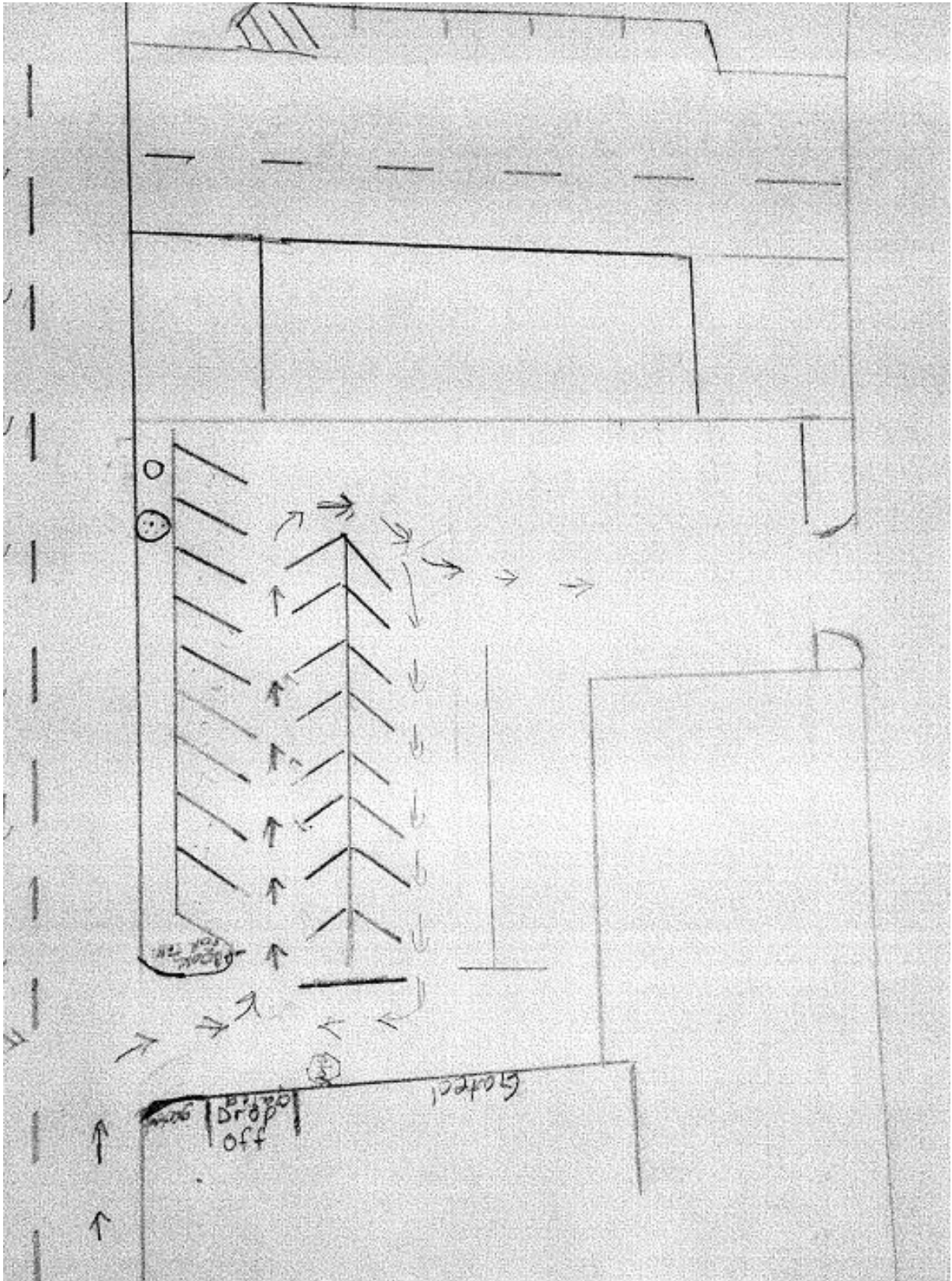
Eastern Property



Southern Property



Exhibit Two



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of SE 22-02-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to place the develop on this property. All construction must be properly reviewed and approved by the City.
- (2) No Occupational Tax Certificate will be issued for the property until all preliminary requirements have been met by the Georgia Department of Early Care and Learning.

At the regularly scheduled meeting of the Planning Commission on March 1, 2022, the Commission recommended denial of the Special Exception with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: March 7, 2022

RE: March 15, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 22-02-03.

Background: HRK Properties requests a Variance from Article VII, Section 1213 of the Statesboro Zoning Ordinance to reduce the setback requirement and construct a building addition at 450 Mathews Road.

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (V 22-02-03)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

V 22-02-03
ZONING VARIANCE REQUEST
450 Mathews Road

LOCATION:	450 Mathews Road
EXISTING ZONING:	LI (Light Industrial)
ACRES:	3.68 acres
PARCEL TAX MAP #:	MS59000035 001
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Office
PROPOSED USE:	Office



PETITIONER HRK Properties
ADDRESS P.O. Box 2116, Statesboro GA 30459

REPRESENTATIVE Brian Kent
ADDRESS P.O. Box 2116, Statesboro GA, 30459

PROPOSAL

The applicant requests a variance from the setback requirements of Article XII, Section 1213, of the *Statesboro Zoning Ordinance* to allow for the construction of an addition on the existing building located at 450 Mathews Road in the LI (Light Industrial) zoning district.

PLANNING COMMISSION RECOMMENDATION

V 22-02-03 CONDITIONAL APPROVAL

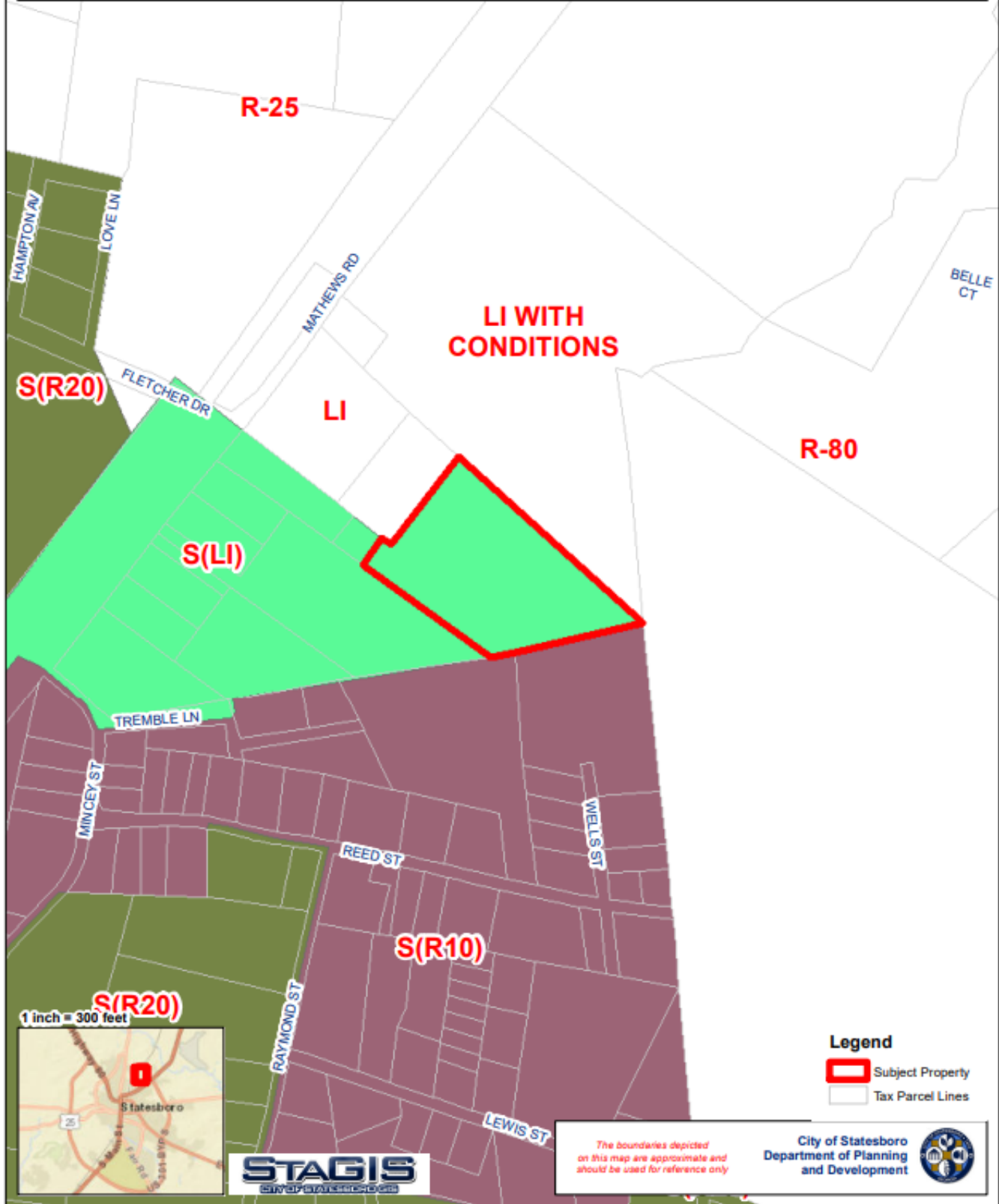
Case # V 22-02-03
MS59000035 001
450 Mathews Rd

Location Map



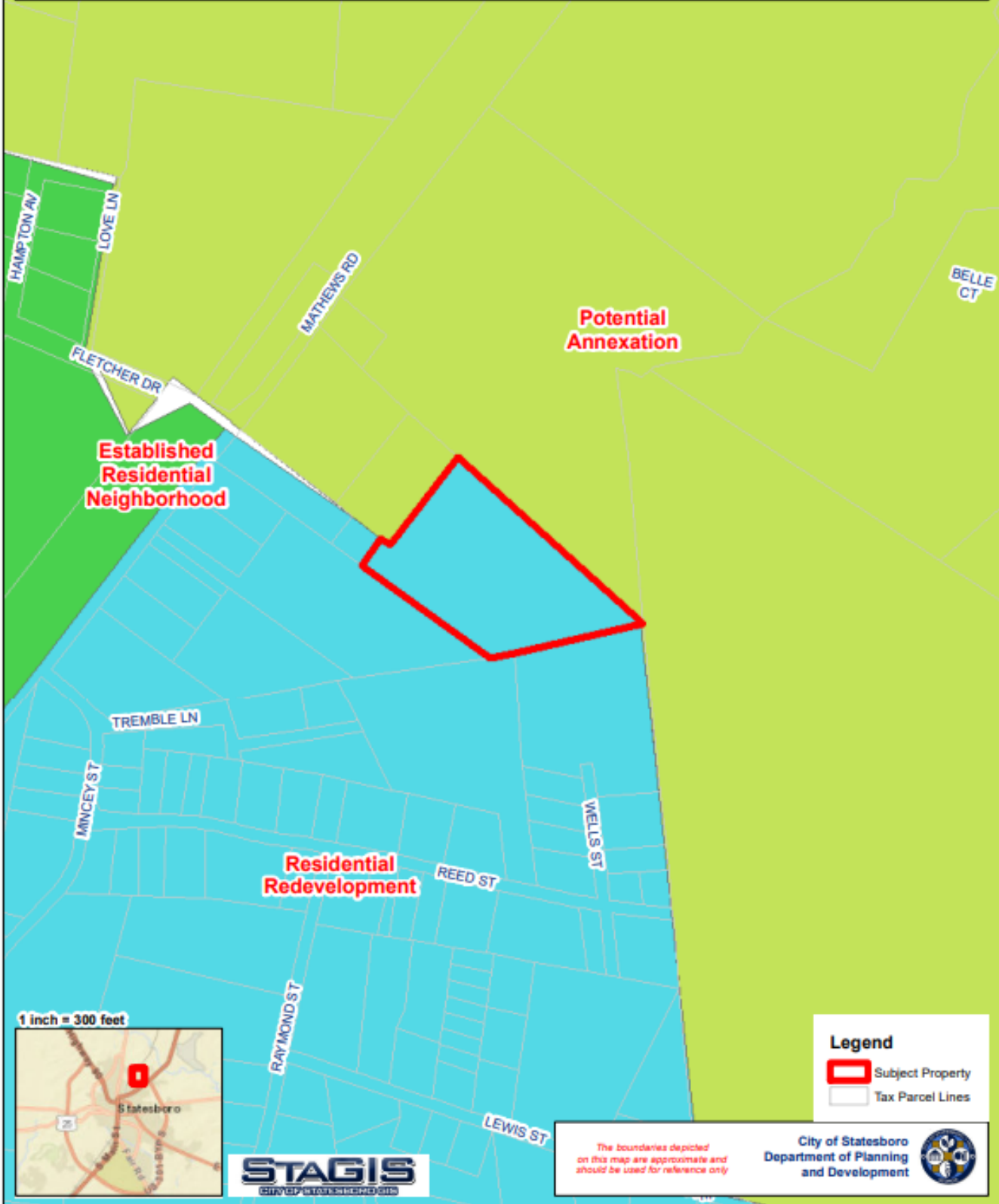
Case # V 22-02-03
MS59000035 001
450 Mathews Rd

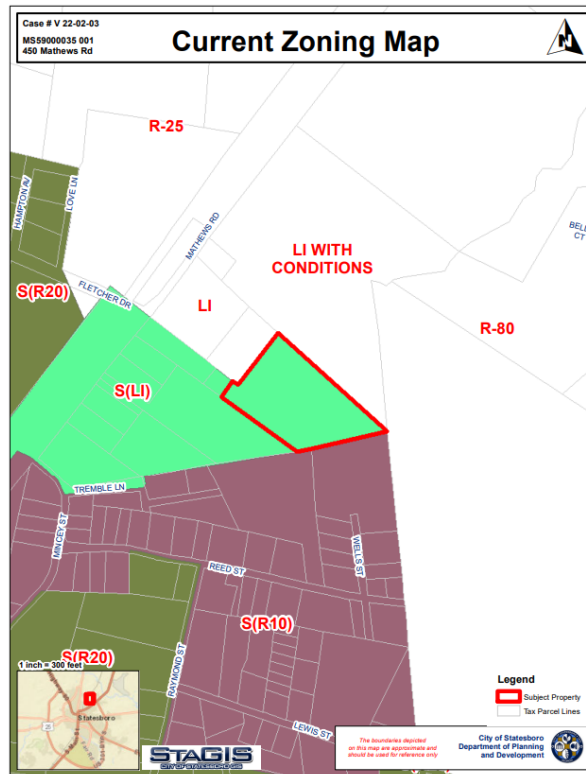
Current Zoning Map



Case # V 22-02-03
MS59000035 001
450 Mathews Rd

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: LI (Light Industrial With Conditions) (County Zoning)	Warehouse
Northeast	Location Area #2: R80 (Single Family Residential) (County Zoning)	County Buildings
East	Location Area #3: R10 (Single Family Residential)	Undeveloped Lot
Northwest	Location Area #4: LI (Light Industrial) (County Zoning)	Warehouse
Southeast	Location Area #5: R10 (Single Family Residential)	Undeveloped Lot
South	Location Area #6: LI (Light Industrial)	Undeveloped Lot
Southwest	Location Area #7: LI (Light Industrial)	Warehouse/Office
West	Location Area #8: LI (Light Industrial) (County Zoning)	Warehouse

SUBJECT SITE

The subject site is a 3.68 acre lot containing one building. The applicant is seeking to construct an addition to the existing office building that would encroach on the setback requirements as per Article XII; Section 1213 of the Statesboro Zoning Ordinance.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Residential Redevelopment Area” character area, which has most of its original housing stock in place, but has worsening housing conditions due to low rates of homeownership and neglect of property maintenance.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

ZONING VARIANCE STANDARDS OF REVIEW

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

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The majority of the lot is empty, although the Northern and Eastern quadrants of the property are listed as wetlands. There is also a significant grade drop into the area considered wetlands, which would negatively impact further development under high level rain events.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The limited buildable space on the lot prevents any significant additions to the property without causing an encroachment.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - Adherence to the ordinance in this circumstance would cause considerable difficulty in developing the property, and would cause the eventual removal of wetlands.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

- There would be no substantial detriment to the public.

In analyzing all requests, care should be taken to ensure that development remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed use is inconsistent with the subject site's character area "Residential Redevelopment Area" as stated in the *2019 – 2029 Comprehensive Master Plan*, although this area of the City has historically developed in a light industrial manner, and has no immediate residential housing stock.

Subject Property



Subject Property



Southern Property



Western Property



Exhibit One

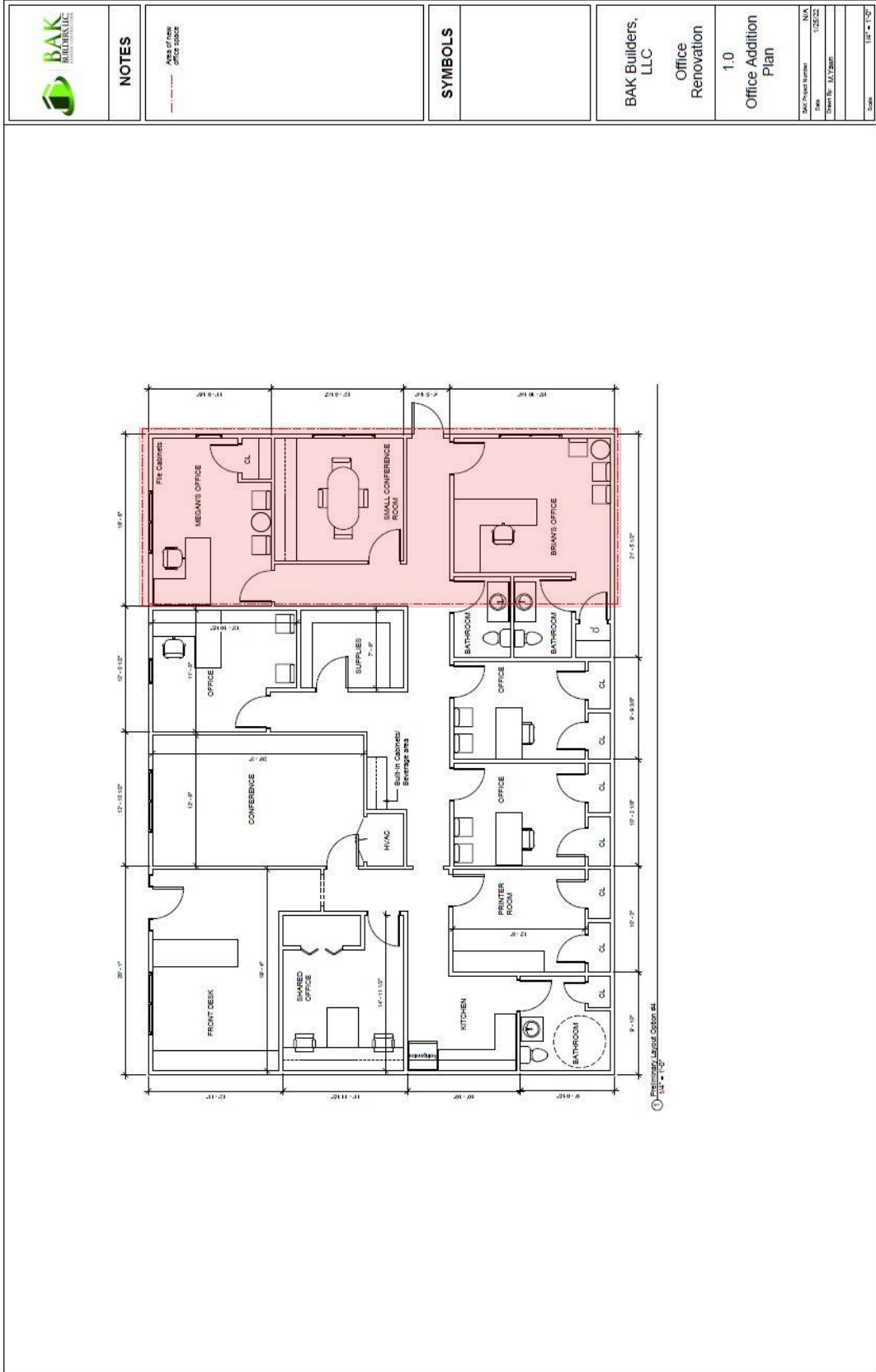
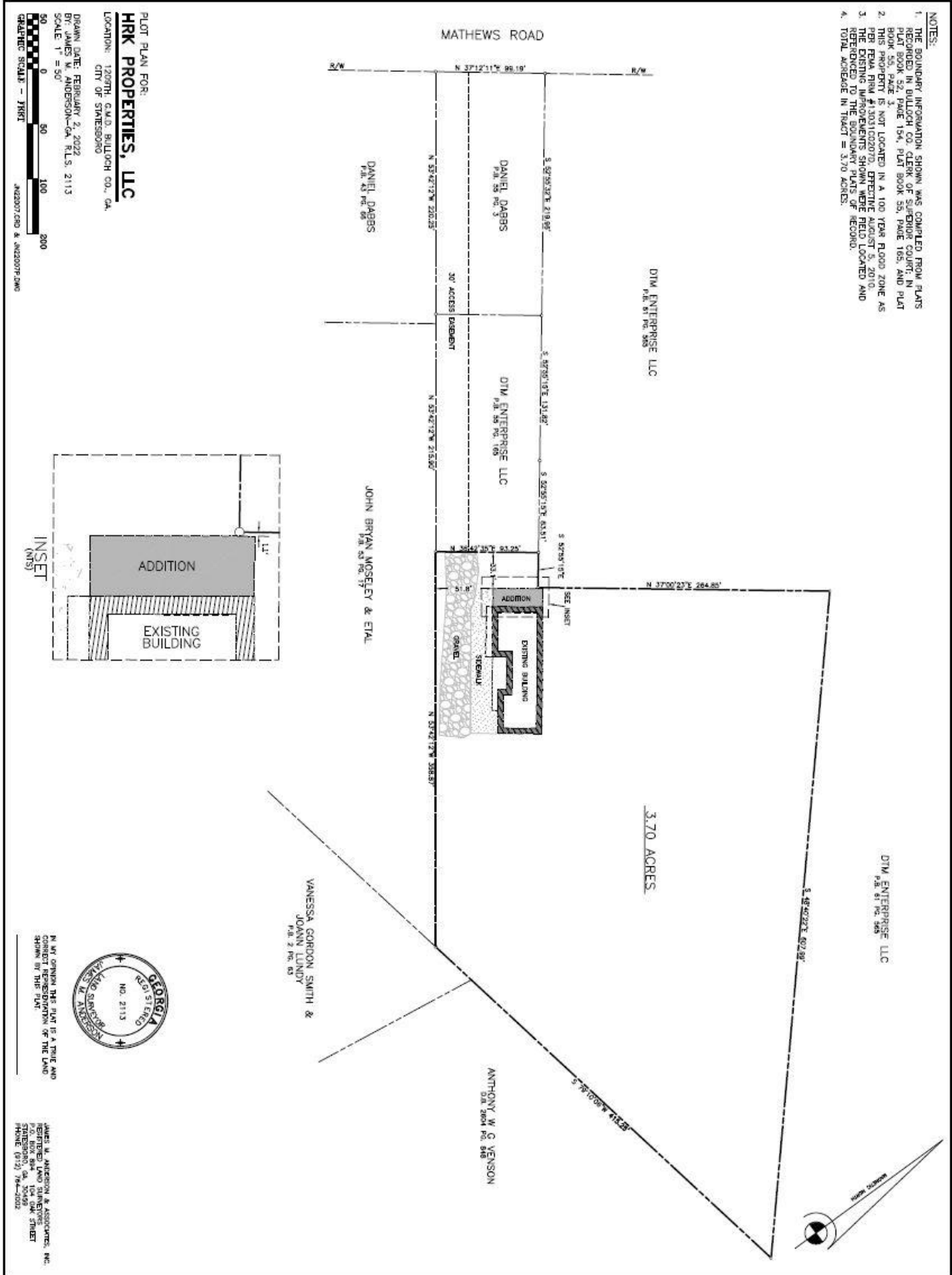


Exhibit Two



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of V 22-02-03**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to begin construction. All building must be reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on March 1, 2022, the Commission recommended approval of the Variance and conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: March 7, 2022

RE: March 15, 2022 City Council Agenda Items

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

Recommendation: Planning Commission Recommends Approval of the Zoning Map Amendment Requested by V 22-02-04.

Background: CFN Rentals requests a Zoning Map Amendment in order to amend a PUD (Planned Unit Development), and build an additional 5 residential duplexes (10 units) on a property located at Grove Circle/Stockyard Road.

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (RZ 22-02-04)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 22-02-04
ZONING MAP AMENDMENT REQUEST
Grove Circle**

LOCATION:	Grove Circle
EXISTING ZONING:	PUD/R15 (Planned Unit Development/Single Family Residential)
ACRES:	13.79 acres
PARCEL TAX MAP #:	MS30000025001
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Residential Neighborhood
PROPOSED USE:	Residential Neighborhood



PETITIONER CFN Rentals
ADDRESS 1201 Brampton Avenue, Statesboro, GA 30458

REPRESENTATIVE Joey Maxwell
ADDRESS 40 Joe Kennedy Boulevard, Statesboro, GA 30458

PROPOSAL

The applicant is requesting a Zoning Map Amendment to modify the current PUD (Planned Unit Development) zoning district, in order to develop 5 residential duplexes on a site totaling 13.79 acres.

PLANNING COMMISSION RECOMMENDATION

RZ 22-02-04 - CONDITIONAL APPROVAL

Case # RZ 22-02-04
MS30000025 001
Grove Circle

Location Map





Case # RZ 22-02-04
MS30000025 001
Grove Circle

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: LI (Light Industrial)/ R20 (Single Family Residential)	Undeveloped Land
Northeast	Location Area #2: R15 (Single Family Residential)	Food Bank
Northwest	Location Area #3: R20 (Single Family Residential)	Single Family Residence
East	Location Area #4: R10 (Single Family Residential)	School
West	Location Area #5: R20 (Single Family Residential)	Event Space
Southwest	Location Area #6: R40 (Single Family Residential) (County Zoning)	Agricultural Land
Southeast	Location Area #7: R10 (Single Family Residential)	Agricultural Land
South	Location Area #8: R10 (Single Family Residential)	Agricultural Land

SUBJECT SITE

The subject site is a residential neighborhood on a 13.79 acre site, on Stockyard Road. The property has historically been a residential neighborhood. The location is currently mostly built out, and is adjacent to Julia P. Bryant Elementary School. The original PUD for this area only included single-family homes in what is now Grove Circle. The considered site area is for the development in the northernmost part of the parcel.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site primarily in the “Established Residential Neighborhood” area, which is considered to be the traditional residential neighborhoods in the established area and feature connected street grids linked with downtown.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

- 1. Existing uses and zoning or [of] property nearby.**
 - The surrounding lots consists of single-family homes, a vacant school, an active school, and a nursing facility.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
 - Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will likely increase the overall value of property in the area.
- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
 - The property is currently wooded with an easement that allows water/sewer service to the remainder of the PUD.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - The development would serve the public and the university by increasing the stock of housing within the City limits.
- 5. The suitability of the subject property for the zoned purposes.**
 - The project is near a single-family neighborhood which is adjacent to the old Julia P Bryant School. The only immediate single-family area is the remainder of the PUD, which is separated by a fence line.

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

- The entirety of the property has been mostly built out and not vacant. This small strip being affected by the amendment has not been built at this time.

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

- Population density in the area.
 - The population density would increase as a result of a new residential development in the area.
- Community facilities.
 - There will be a small impact in the use of City Sewer and Water.
- Living conditions in the area.
 - Additional development could benefit the area by increasing the housing stock.
- Traffic patterns and congestion.
 - The applicant has implemented measures to ensure that the site has sufficient access to Stockyard Road, without having to exclusively back into the street. It is unlikely to cause significant issue with traffic flow on this street.
- Environmental aspects.
 - There are no wetlands on the property. Care should be taken to ensure some trees remain on the lot in the final development of the property.
- Existing and future land use patterns.
 - Generally the area is surrounded by a mix of schools and residential developments.
- Property values in the adjacent areas.
 - Additional development would drive the cost of surrounding property higher.

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

- The proposed residential use of the property is inconsistent with the *City of Statesboro 2019 – 2029 Comprehensive Master Plan* in the “Established Residential Neighborhood,” but the constraints on the land prevent more traditional development for single-family housing.

Subject Property



Northern Property



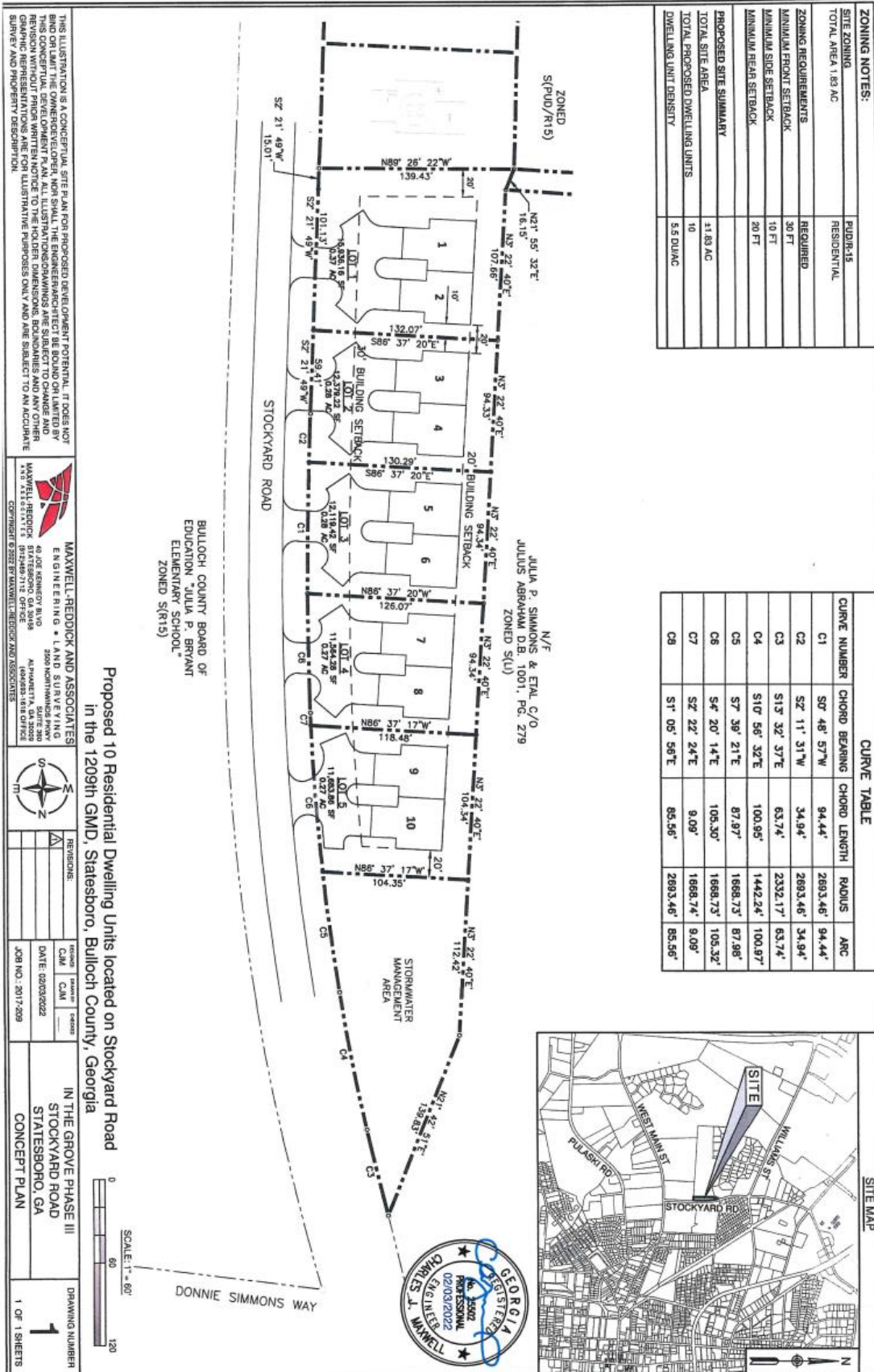
Eastern Property



Southeastern Property



Exhibit One



ZONING NOTES:

SITE ZONING	PUD/R15
TOTAL AREA	1.93 AC
ZONING REQUIREMENTS	RESIDENTIAL
MINIMUM FRONT SETBACK	30 FT
MINIMUM SIDE SETBACK	10 FT
MINIMUM REAR SETBACK	20 FT
PROPOSED SITE SUMMARY	11.89 AC
TOTAL SITE AREA	10
TOTAL PROPOSED DWELLING UNITS	10
DWELLING UNIT DENSITY	5.5 DU/AC

CURVE TABLE

CURVE NUMBER	CHORD BEARING	CHORD LENGTH	RADIUS	ARC
C1	S0° 48' 57"W	94.44'	2893.46'	94.44'
C2	S2° 11' 31"W	34.94'	2893.46'	34.94'
C3	S15° 32' 37"E	63.74'	2332.17'	63.74'
C4	S10° 56' 32"E	100.95'	1442.24'	100.97'
C5	S7° 38' 21"E	87.97'	1688.73'	87.98'
C6	S4° 20' 14"E	105.30'	1688.73'	105.32'
C7	S2° 22' 24"E	8.09'	1688.74'	8.09'
C8	S1° 05' 56"E	85.56'	2893.46'	85.56'

THIS ILLUSTRATION IS A CONCEPTUAL SITE PLAN FOR PROPOSED DEVELOPMENT POTENTIAL. IT DOES NOT BIND OR LIMIT THE OWNER/DEVELOPER. NOR SHALL THE ENGINEER/ARCHITECT BE BOUND OR LIMITED BY THIS CONCEPTUAL DEVELOPMENT PLAN. ALL ILLUSTRATIONS/COMMENTS ARE SUBJECT TO CHANGE. OTHER CHANGES/REPRESENTATIONS ARE FOR ILLUSTRATIVE PURPOSES ONLY AND ARE SUBJECT TO AN ACCURATE SURVEY AND PROPERTY DESCRIPTION.

MAXWELL REDDOCK AND ASSOCIATES
 ENGINEERING & LAND SURVEYING
 40 JOE KENNEDY BLVD
 ALPHARETTA, GA 30201
 404.485.1111
 WWW.MRWREDDOCK.COM



REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	02/03/2022	CM	CONCEPT PLAN

IN THE GROVE PHASE III
 STOCKYARD ROAD
 STATESBORO, GA
 CONCEPT PLAN

DRAWING NUMBER
1
 1 OF 1 SHEETS

Proposed 10 Residential Dwelling Units located on Stockyard Road
 In the 1209th GMD, Statesboro, Bulloch County, Georgia

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-02-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this Zoning Map Amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.
2. Although tree canopy requirements have been met by the already developed Grove Circle, the applicant must plant appropriately sized trees where available under the guidance of the Streets & Parks Superintendent.

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

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: March 3, 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: Submission of Community Development Block Grant (CDBG) Application

Each year the State of Georgia receives CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for a variety of housing, public facility and economic development projects. It is the City's intent to apply for a 2022 CDBG grant award. The grant submission is due no later than June 3, 2022.

Specifically, the City will apply under the "housing" category which this year has been increased from the previous maximum amount of \$750,000 to a \$1,000,000 allocation. Eligible activities under this category include: acquisition and disposition of real property; clearance (including demolition and removal of structures); temporary relocation of families and individuals; removal of architectural barriers; housing rehabilitation; and housing reconstruction. 100% of these funds must benefit low and moderate income persons. A 10% grant match from the City is required.

After consultation with the City's housing consultant, Insight, a defined "Target Area" will be identified as per the requirements of the CDBG application.

Budget Impact: The grant match will come from the City's General Fund.

Council Member District: All

Action Requested: Vote on Submission of Application

RESOLUTION 2022-11: A RESOLUTION REQUESTING APPROVAL FOR THE CITY OF STATESBORO, GEORGIA TO APPLY FOR THE 2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THAT WHEREAS, the Georgia Department of Community Affairs has announced the availability of competitive grant funds which may be utilized for eligible housing activities through its 2022 Community Development Block Grant Program; and,

WHEREAS, this grant allows expenditures for the purpose of projects that improve housing for the benefit low and moderate income residents; and,

WHEREAS, grants may be awarded in an amount not to exceed \$1,000,000; and

WHEREAS, the award of the grant funds (if awarded) must be expended within twenty-four (24) months from the date of grant award; and,

WHEREAS, Insight Planning & Development has agreed to serve as the grant administrator for this Project; and,

WHEREAS, there is a 10% percent cash match requirement for these funds;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 15th day of March 2022, that it hereby authorizes the **application** for these funds to the Georgia Department of Community Affairs, 2022 Community Development Block Grant Program; and,.

BE IT FURTHER RESOLVED that the funding will be through the City of Statesboro, Department of Planning & Development's budget for expenditures from this grant; and,

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

Adopted this _____.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. 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

From: Leah Harden, City Clerk

Date: March 8, 2022

RE: March 5, 2022 City Council Agenda Item

Policy Issue: Resolution setting the license fee for Retail Package Sale of Distilled Spirits.

Recommendation: Review and consideration of attached resolution by Mayor and Council

Background: Ordinance 2022-01 was passed on March 1, 2022. Said ordinance set out a new license type for Retail Package Sale of Distilled Spirits effective April 1, 2022.

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed Resolution

Resolution Regarding Alcoholic Beverages License Fees

RESOLUTION NO. 2022-12

**A RESOLUTION SETTING THE FEE FOR THE RETAIL PACKAGE SALE OF
DISTILLED SPIRITS.**

WHEREAS Ordinance 2022-01 ("Ordinance") amending Chapter Six of the City of Statesboro Code of Ordinances was passed by Mayor and Council on March 1, 2022;

WHEREAS said Ordinance set a new license type for Retail Package Sale of Distilled Spirits beginning April 1, 2022;

WHEREAS Ordinance creates license categories not previously covered by the City of Statesboro schedule of rates, fines, and fees;

BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia while in regular session on March 15, 2022 as follows:

1. License fees for license types enumerated in Sec 6-4(c) be set as follows in the City of Statesboro schedule of rates, fines, and fees:

Package:

Distilled Spirits \$5000

City of Statesboro, Georgia

Jonathan J McCollar, Mayor

Attest:

Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: March 15, 2022

RE: Surplus Retirement Firearm

POLICY ISSUE: Surplus Item

RECOMMENDATION: That Council approve the award of a Department owned firearm to retiring Detective James Winskey.

BACKGROUND: Historically, the police department has awarded a firearm to those members who have retired in good standing with more than 25 years of service. This practice is specifically authorized by Georgia Statute 35-1-20. Detective Winskey has announced his retirement from the police department after 25 years of exemplary service to the citizens of our community. The pistol he carries daily is a Glock Model 17 with Serial Number #BEXV558, and we would like to award him this pistol along with his retired credentials.

BUDGET IMPACT: We are able to purchase these pistols for approximately \$400

COUNCIL DISTRICT: All

ATTACHMENTS: N/A



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: March 15, 2022

RE: Expenditure of Grant Funding

POLICY ISSUE: Expenditure of Grant Funding

RECOMMENDATION: That Council approve the expenditure of \$113,510.71 of grant funding to upgrade the decisional shooting simulator as well as purchase related training equipment/computers and instructor training.

BACKGROUND: On December 7, 2021, City Council approved a grant application from the police department in the amount \$112,700 from the Georgia Criminal Justice Coordinating Council (GCJCC). The grant was awarded in the amount \$116,640. The police department is seeking approval to expend \$113,510.71 to a company named "Inveris." Inveris has purchased Meggitt Training Systems, which is the company we purchased our existing simulator from. In order to upgrade the system, we are using the same company, and using a GSA offered price. The money will be used to upgrade existing computers and training equipment, and include Virtual Reality equipment, all installation and "train-the-trainer" courses.

BUDGET IMPACT: There are no matching funds required, although this is a "reimbursable" grant.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A



January 13, 2022

Deputy Chief Robert Bryan
Statesboro Police Department
25 W Grady St
Statesboro, GA 30458

Subject: Georgia Support Initiative (GSI)
InVeris Ref No.: 23413-22-USL

Dear Deputy Chief Bryan,

InVeris Training Solutions, Inc.™ (InVeris) (*formerly Meggitt Training Systems, Inc.*) is pleased to extend the Georgia Support Initiative to Statesboro Police Department. The Georgia Support Initiative provides additional support to local Georgia customers for the InVeris Firearms Training Systems (FATS®) and Weapon Simulators. This Georgia Support Initiative is offered in conjunction with InVeris Proposal Number 23413-22-USL.

Georgia Support Initiative:

The Georgia Support Initiative includes the following additional support beyond InVeris' standard support:

- 2 year warranty
- Onsite support within 24 hours of notice of issue
- Loaner weapon simulator during weapon repair at InVeris' Suwanee facility
- Routine onsite training as requested by the customer

All of the above support features are included in the price of the InVeris Firearms Training Systems (FATS®) and associated weapon simulators. Should you need additional information, please contact me at the number listed below.

Sincerely,

Bruce Hessler,
Virtual System Sales – USA SE
InVeris Training Solutions, Inc.
470-266-9218
Bruce.Hessler@inveristraining.com



DATE: 13-Jan-2022
 SUBMITTED TO: Statesboro Police Department
 Attn: Deputy Chief Robert Bryan
 25 W Grady St
 Statesboro, GA 30458
 912-531-1331
rob.bryan@statesboroga.gov

QUOTE NUMBER: 23413-22-USL
 RE: FATS® 100P System & BlueFire® Weapon Simulators
 OFFER TYPE: GSA Offer

InVeris Training Solutions (InVeris) is pleased to submit the following quotation for your consideration. Please feel free to contact your InVeris POC listed below should you have any questions. Thank you for the opportunity to submit a quotation.

BASE QUOTATION						
GSA / OPEN MARKET (MKT)	PART NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
System						
GSA	V-SYS-100LE-USG-HW	FATS® 100LE SYSTEM (1-SCREEN): Ruggedized container-mounted with integral projection. Allows 1-5 shooters to train in individual Marksmanship and 1-8 shooters in Judgmental (Video). Use less than lethal force techniques with escalation - de-escalation throughout the entire force continuum in Judgmental. Supports tethered and/or (un-tethered) BlueFire® weapons. Price includes: system, screen, installation, two (2) days of operator training CONUS and one (1) year warranty. Installation included, weapon simulators and software must be purchased separately.	1	EA	\$27,307.50	\$ 27,307.50
GSA	V-SW-100LE-USG-GE	FATS® 100LE SOFTWARE PACKAGE: Includes individual Marksmanship (Lanes) and Judgmental (Video) applications; Generic Courses of Fire; Law Enforcement video scenarios for decision making judgment, and force escalation and de-escalation. Includes the capability for the user to author Lanes courses of fire. Software restricted to DOD and US Government agencies only.	1	EA	\$17,692.78	\$ 17,692.78
Weapon						
GSA	SA-TASER-X26-BF-50	TASER-X26P FATS® BLUEFIRE® WEAPON SIMULATOR: Uses RF technology to communicate with the system and provide sensor data feedback to control station. Simulation kit includes (1) X26P Blue Handle, (1) BlueFire® Smart Cartridge and charging cable and communication dongle. Includes 1 spare Cartridge.	1	EA	\$6,650.78	\$ 6,650.78
Accessories						
GSA	V-ACC-CEILING-100LE	PROJECTOR CEILING MOUNT WITH CABLES – 100LE: Includes the pole/adaptor bracket and 50' extended length cables to ceiling mount the projector/hit camera. Customer is responsible for facility modification and/or mounting.	1	EA	\$930.94	\$ 930.94
GSA	V-ACC-FLASH-100LE	FLASHLIGHT OPTION WITH CABLES – 100LE: Converts any individual Marksmanship (Lanes) or Judgmental (Video) scenario from daylight to one requiring flashlight usage. This option is not compatible with Collective (Tactical) scenarios. Includes one (1) Streamlight Stinger flashlight.	1	EA	\$2,428.71	\$ 2,428.71
OPEN MARKET SUBTOTAL					\$	55,010.71
Trade-In Discount					-\$	4,000.00
TOTAL QUOTATION PRICE					\$	51,010.71
					USD	

SPECIAL NOTES:

NOTE 1: Please reference 23413-22-USL on your Purchase Order to expedite order processing.

NOTE 2: Orders may be faxed or emailed to: 678.288.1515 | ITS-ContractsMailUsers@InVerisTraining.com

NOTE 3: All items listed are GSA as specified. All subsequent GSA Purchase Orders / Contracts will be placed under GSA Contract GS-00F-113DA.

NOTE 4: GSA Pricing Includes:

- Freight: Freight & Delivery shall be F.O.B. Destination (Statesboro, GA) in accordance with Incoterms® 2000.
- Installation & Training: 2 Days. Up to 5 Trainees per Simulator.
- Warranty: 24 Month Warranty

NOTE 5: Trade in allowance for Virtual Product Line: InVeris may offer a Trade-In Discount for older InVeris "FATS®" and "Caswell" service / product lines. The discount is equal to the difference between the New System and Product Upgrade. All other discounts will require approval of the executive team and GSA Manager.

NOTE 6: InVeris assumes the buyer will be purchasing the items / services listed herein with GSA funds. If purchase will be made with non-GSA funds, pricing will be adjusted to commercial rates accordingly.

NOTE 7: Quote assumes Buyer is Tax Exempt. Therefore, sales tax is not included.

NOTE 8: COVID-19: Supplier (InVeris) shall not be liable to Purchaser if and for so long as it is unable to deliver because Supplier's (InVeris') production is suspended, or it cannot obtain necessary materials, or it cannot make delivery arrangements, due to the COVID-19 pandemic.

SALES TAX:

If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.

DELIVERY:

Delivery on all items is 90 - 120 days after receipt and acceptance of order; receipt End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.

- Virtual SA-TASER™-X26P-BF-50: Delivery subject to availability from the manufacturer

VALIDITY:

For GSA Items: Pricing and terms are in accordance with the latest GSA schedule at the time of contract award.

CONTRACTOR:

InVeris Training Solutions (InVeris)
296 Brogdon Road
Suwanee, GA 30024
Tel: 678-288-1090
Fax: 678-288-1515

PAYMENT TERMS:

100% NET 30 Days
Payment address: InVeris Training Solutions, Inc.
296 Brogdon Road
Suwanee, GA 30024

TERMS AND CONDITIONS:

GSA Terms and Conditions will apply to all items listed as "GSA". OPEN MARKET: Standard Terms & Conditions [ITSI-DOM-006_8-19-2020] incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract/purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. The Terms & Conditions can be provided upon request.

COVID-19 FORCE MAJEURE CLAUSE UPDATE:

Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay").

The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. In the event that InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.

PLEASE SUBMIT PURCHASE ORDERS TO:

EMAIL: ITS-ContractsMailUsers@inveristraining.com

FAX: 678.288.1515

MAIL: Attn: Contracts Dept.
InVeris Training Solutions, Inc.
296 Brogdon Road
Suwanee, GA 30024

GSA SCHEDULE: GS-00F-113DA

VENDOR INFO: InVeris Training Solutions, Inc.
Contract Administration Source:
Business Size: Large
CAGE Code: 087W6
TIN: 58-2272995

InVeris POC:

InVeris POC: Bruce Hessler
Virtual System Sales - USA SE
InVeris Training Solutions, Inc.
296 Brogdon Road
Suwanee, GA 30024
470-266-9218
Bruce.Hessler@InVerisTraining.com

PREPARED BY: Amber Pritchett
Proposal Coordinator

USE & DISCLOSURE OF DATA:

Any and all information and data contained herein is the property of InVeris Training Solutions (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris as a result of, or in connection with, the submission of this proposal, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT:

This document contains Technical Data that is subject to the Export Administration Regulations (EAR99). Diversion contrary to U.S. Law is prohibited.

END USER CERTIFICATE:

This product may only be sold to an authorized entity that must be authorized to receive such equipment. The order must be accompanied with an End User Certificate and the end user must be listed on the purchase order/contract.

1 Pricing

1.1 Pricing – Base Package

Table 1 below provides pricing for items proposed as part of the Base Package.

TABLE 1 – BASE PACKAGE						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)
OPEN MKT	VR-SIMULATOR	VIRTUAL REALITY SIMULATOR: 1-Person simulator configuration with Service Package. Includes the following: <ul style="list-style-type: none"> ○ One VR head-mounted display that fully immerses a trainee into a realistic training environment. ○ One VR-Optimized Computer system with wireless adapter and two batteries. ○ One portable lighthouse tracking system with hand tracking to track the trainee in up to a 35' x 35' space. ○ One VR Toolset with one each of the following: VR Handgun, VR Rifle, VR Taser, VR OC Spray, VR Flashlight, and Haptic Feedback wrist strap. ○ One Desktop Computer with keyboard, external keypad, mouse, charging hub, audio/microphone, headset & speakers. ○ Two Monitors for initial simulator (additional simulators receive one monitor). ○ Miscellaneous wires/parts. ○ One year Warranty that covers hardware. ○ One year Service Package that provides software updates and new features. 	2	LOT	\$45,000.00	\$90,000.00
OPEN MKT	VR-NETWORK KIT	MULTI-USER NETWORKING: Advanced networking software and configuration needed for multi-user functionality.	1	LOT	\$5,000.00	\$5,000.00

TABLE 1 – BASE PACKAGE						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)
OPEN MKT	VR-INSTALL/ TRAIN	IN-PERSON INSTALLATION AND TRAINING: Includes on-site equipment setup and train-the-trainer onboarding.	1	LOT	\$2,000.00	\$2,000.00
SUBTOTAL (USD)						\$97,000.00
One-Time Discount (USD)						(\$34,500.00)
TOTAL PRICE (USD)						\$62,500.00

1.2 Pricing – Optional Extended Warranty and Service Agreement Package

Table 2 provides pricing for the optional Extended Warranty and Service Agreement Package that can be purchased along with the Base Package.

TABLE 2– OPTIONAL EXTENDED SERVICE AGREEMENT PACKAGE						
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)	TOTAL PRICE (USD)
OPEN MKT	EXT WRTY	EXTENDED SERVICE AGREEMENT PACKAGE: Additional year Service Agreement provides software updates and technical support. <ul style="list-style-type: none"> ○ Covers a 1-year period starting after the Initial Coverage Period ends. ○ Service Package price for one simulator is \$950 per year. Add \$350 for each additional simulator per year of coverage. 	1	YR	\$1,300.00	\$1,300.00
TOTAL PRICE – OPTION (USD)						\$1,300.00

Other Optional Items:

Table 3 defines additional items that are available for purchase in addition to the Base Package and optional Extended Warranty Service Agreement Package defined in Tables 1 and 2 respectively.

TABLE 3 – ADDITIONAL OPTIONAL ITEMS					
GSA / OPEN MKT	CATALOG NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE (USD)
MKT	--	VR SIMULATOR	1	LOT	\$45,000.00
MKT	--	VR HANDGUN	1	EA	\$750.00
MKT	--	VR RIFLE	1	EA	\$900.00
MKT	--	VR SHOTGUN	1	EA	\$900.00
MKT	--	VR FLASHLIGHT	1	EA	\$450.00
MKT	--	VR TASER	1	EA	\$450.00
MKT	--	VR OC SPRAY	1	EA	\$450.00
MKT	--	VR HAND TRACKING EQUIPMENT	1	EA	\$900.00
MKT	--	VR HAPTIC FEEDBACK EQUIPMENT	1	EA	\$900.00
MKT	--	VR SCENARIO – CUSTOM OUTDOOR: Scenario includes up to 20,000 sq. ft. of a single outdoor environment	1	EA	\$17,500.00
MKT	--	VR SCENARIO – CUSTOM INDOOR: Scenario includes up to 10,000 sq. ft. of a single indoor environment	1	EA	\$23,350.00

2 Notes and Assumptions

1. **Quote Reference:** Please reference InVeris quote number **23412-22-USL** for future correspondence with InVeris.
2. **Currency:** All prices are fixed price, quoted in US Dollars, and do not include any taxes or any other fees not expressly included herein.
3. **Open Market:** All items included herein are OPEN MARKET items unless specified otherwise in the pricing table.
4. **Delivery:** Delivery on all items is 120-180 days after receipt and acceptance of order, receipt of End User Certificate, and any required United States State Dept. or Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) licensing, whichever occurs last, unless otherwise noted.
 - Delivery time frame is subject to availability of weapons from the manufacturer.
5. **Payment Terms:** 100% NET 30 days
6. **Payment Address:** InVeris Training Solutions, Inc., P.O. Box 100530, Atlanta, GA 30384-0530
7. **Sales Tax:** If your organization is federal or state tax exempt, provide a copy of the tax exemption. InVeris is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, IL, KY, VA, NJ, SD, and WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is exempt from state sales tax, a copy of the tax exemption certificate will be required. Otherwise, please include the sales tax value on any resulting purchase order.
8. **Special Markings:** Pricing does not include any special markings or certifications. If markings or certifications must be provided, a price can be provided upon request and further specifications.
9. **Design Modifications:** InVeris reserves the right to make modifications in the design of its products without prior notification.
10. **Terms and Conditions:** The InVeris Training Solutions, Inc. (InVeris) *Standard Terms & Conditions [ITSI-INT-003-REV11-08-19-2020]* incorporated by reference herein shall apply to all Open Market Items. If the Seller is awarded the contract\purchase order by the Buyer, the Seller presumes that the buying agency has followed all required competition justification. Neither party shall be in default of its obligations under this Agreement by reason of delay or failure to perform if such delay or failure arises out of causes beyond the reasonable control and without the fault or negligence of the party including, but not restricted to, acts of God, acts of governments, fires, floods, epidemics, pandemics, quarantine restrictions, terrorism, war, labor unrest and unusually severe weather ("Excusable Delay"). The party experiencing the Excusable Delay shall give prompt written notice to the other party upon such party becoming aware of any circumstance or event which may reasonably be anticipated to cause or constitute an Excusable Delay as described herein. Such notice shall contain a description of the delay and of the affected portion of the Work. If InVeris is the party experiencing the Excusable Delay, InVeris, in its discretion, may delay delivery, cancel delivery, make price adjustments and/or allocate delivery among customers as necessary due to such unexpected event and

during the period of such Excusable Delay. If the Excusable Delay continues for a period of 90 days, the party not experiencing the Excusable Delay may terminate this Agreement with no cost or liabilities accruing to either party.



Extended Manufacturing Warranty

Sgt. Andrews Samples
Statesboro PD
25 W. Grady Street
Statesboro, GA 30458

Date: 1/14/22

Quote: 2021-1338 Rev 1

1 Year Warranty Contract			
Number of Items	Item Description	Cost Per Item	Total Item Cost
1	One Year Warranty Contract for one HFS Weapon Simulator	\$ 756.99	\$ 756.99
2	One Year Warranty Contract for one Bluefire® Glock 17/19 Weapon Simulator	\$ 858.24	\$ 1,716.48
1	One Year Warranty Contract for one Bluefire® SRS Carbine (M4) Weapon Simulator	\$ 897.84	\$ 897.84
1	One Year Warranty Contract for one Bluefire® OC Spray Weapon Simulator	\$ 315.00	\$ 315.00
Total:			\$ 3,686.31

2 Year Warranty Contract			
Number of Items	Item Description	Cost Per Item	Total Item Cost
1	Two Year Warranty Contract for one HFS Weapon Simulator	\$ 1,513.98	\$ 1,513.98
2	Two Year Warranty Contract for one Bluefire® Glock 17/19 Weapon Simulator	\$ 1,716.48	\$ 3,432.96
1	Two Year Warranty Contract for one Bluefire® SRS Carbine (M4) Weapon Simulator	\$ 1,795.68	\$ 1,795.68
1	Two Year Warranty Contract for one Bluefire® OC Spray Weapon Simulator	\$ 630.00	\$ 630.00
Total:			\$ 7,372.62

Customer to fill out current functionality status of items to be covered under warranty and return when purchasing extended warranty.

Serial Number	Description	Functionality
CASE	Hostile Fire Simulator	<input type="checkbox"/> Operational <input type="checkbox"/> Need of Repair
WWE620	BF Glock 17	<input type="checkbox"/> Operational <input type="checkbox"/> Need of Repair
WWE623	BF Glock 17	<input type="checkbox"/> Operational <input type="checkbox"/> Need of Repair
ARA034877	BF M4	<input type="checkbox"/> Operational <input type="checkbox"/> Need of Repair
00008F63	BF Spray	<input type="checkbox"/> Operational <input type="checkbox"/> Need of Repair

To purchase the above listed items within this estimate please print and sign your name below and email to Gina Priest. Please indicate desired warranty start date.

InVeris Training Solutions (IVTS) is responsible for collecting sales tax in the following states: CA, CT, FL, MN, GA, KY, VA, NJ, WA. If work is to be performed in any of these states under a Purchase order issued as a result of this proposal, any applicable sales tax will be added to the final invoice. If your organization is federal or state tax exempt, provide a copy of the tax exemption certificate. Otherwise, please include the sales tax value on any resulting purchase order.*

IVTS standard spares/repairs and service terms and conditions IVTS-SVC-002-REV8_08-19-2020 incorporated by reference herein apply to purchase order(s) and/or credit card sale(s) issued by Buyer to Seller that result from this request for pricing. If the Seller receives a purchase order or credit card sale for item(s) the Seller presumes that the buying agency has followed all required competition justifications. IVTS shall provide a copy to the Buyer of the aforementioned document upon request.

Estimate Valid: 90 days from estimate date above

Contractor:

InVeris Training Solutions
296 Brogdon Road
Suwanee, GA 30024
Tel: (678) 288-1090
Fax: (678) 288-1503

Payment address:
InVeris Training Solutions
P.O. BOX 100530
Atlanta, GA 30384-0530
Point of contact:
Gina Priest - 678/288-1155
gina.priest@inveristraining.com

Payment Terms: Net 30

Warranty purchased: One, or two years _____

Print Name _____

Customer Signature _____

Desired Warranty Start Date _____

Date _____

Statesboro Police Department

Virtual Reality Simulator: Two Person Configuration

For Law Enforcement Training



Quote



Submitted To:
Statesboro Police Department
Deputy Chief Robert Bryan
25 W Grady St
Statesboro, GA 30458
USA
912-531-1331
rob.bryan@statesboroga.gov

InVeris Point of Contact:
Bruce Hessler
Virtual System Sales – USA SE
InVeris Training Solutions
470-266-9218
Bruce.Hessler@inveristraining.com

[SURVIVR company purchased by InVeris]

Doc. No.: 23412-22-USL
Submit Date: January 13, 2022
Valid To: April 13, 2022
Prepared by: Amber Pritchett
Proposal Coordinator

End User:
USA, Statesboro Police Department

USE AND DISCLOSURE OF DATA: Any and all information and data contained herein is the property of InVeris Training Solutions, Inc. (InVeris); and shall not for any reason, whether tangible or intangible, be disclosed, duplicated, or used, in whole or in part, for any reason other than to evaluate this proposal. If, however, a contract is awarded to InVeris because of, or in connection with this proposal offer, the recipient (Buyer) shall have the right to duplicate, use, or disclose the information and data contained herein to the extent provided in the resulting contract. These restrictions do not limit Buyer's right to use information or if it is obtained from another, legitimate source without restriction.

DESTINATION CONTROL STATEMENT: The enclosed document contains Technical Data that is subject to the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited.



FATS® 100LE Law Enforcement Virtual Training System

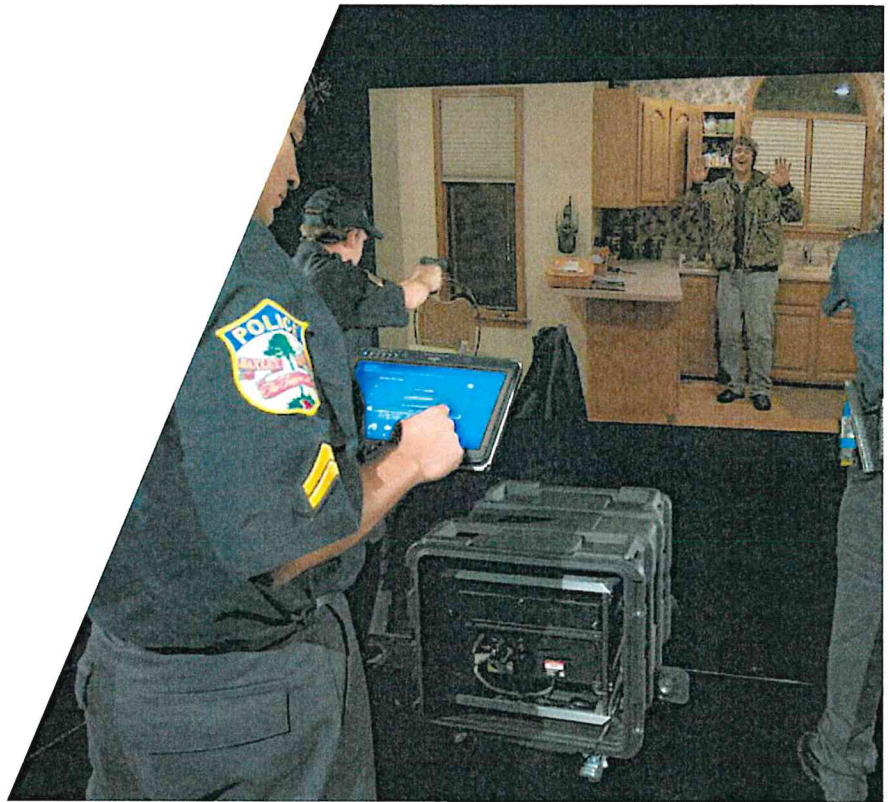
inveristraining.com

 **InVeris**
Training Solutions™

The FATS® 100LE

is a major
expansion in
weapons training
capability

As the global leader of integrated live-fire and virtual weapons training systems, InVeris Training Solutions created the world's first virtual weapons training system for law enforcement in 1984, establishing our pioneering spirit. That innovation continues today with the FATS® 100LE, a ground breaking virtual training system featuring cutting-



edge 3D marksmanship, enhanced diagnostics with intelligent automatic coaching, wireless tablet control and expanded weapons training capability.

InVeris Training Solutions has invested millions of dollars in research and development to create the world's best small arms training system for militaries around the world. Used by the US Army's EST II program and the US Marine Corps ISMT program, this landmark system is now available to law enforcement in the FATS 100LE. No one else in the virtual training industry has this type of technology, advancements and enhancements. No one. InVeris' military-graded and approved training systems are now available for law enforcement training, and can be expanded to meet your department's needs.

The FATS 100LE delivers solid weapon handling and shot placement analytics, and enhanced graphic capabilities for an all-encompassing immersive training platform. This impressive array of functionality crosses over to the 3D marksmanship training environment, with visually realistic and highly detailed terrains and targets. The amazing visual fidelity and target detail readily supports target detection,

recognition and identification requirements. An impressive after action review allows engagement and shot assessment in a 3D virtual environment, while providing detailed trainee diagnostics for skill reinforcement and/or correction.

Marksmanship training environments may be changed by controlling the temperature, elevation, wind speed and direction, all which influence the bullet ballistics during flight. A lead point indicator has been added to correctly engage and mark moving targets when not using through-sight devices, while a "target indicator" and "target distance marker" are available to assist virtual training and skill transfer to a live-fire environment. The FATS 100LE delivers advanced courses of fire and marksmanship feedback previously unavailable with the required fidelity in virtual marksmanship training.

InVeris' patent-pending Automatic Coaching leverages the enhanced 3D Marksmanship, InVeris' BlueFire®

inveristraining.com

 **InVeris**
Training Solutions™

weapon simulator diagnostics and optional wireless tablet technology to successfully provide training feedback at the firing line. Instructors can now stand next to the trainees and show exact shot placement, improper weapon handling, weapon trace, and demonstrate correct behavior in real time.

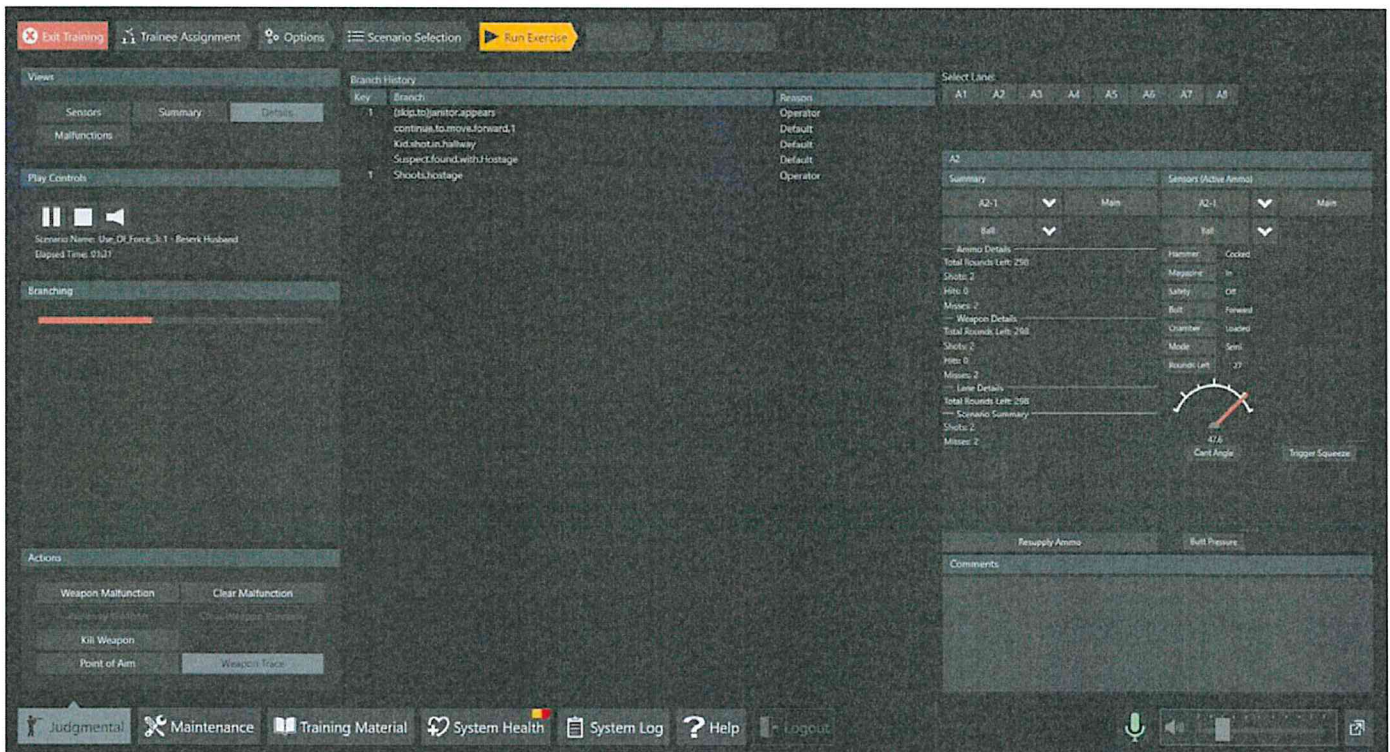
Automatic Coaching creates a flexible training environment by putting instructional tools in the hands of the instructor for ready presentation to the trainee. Automatic Coaching tracks the weapon sensor information — how the trainee manipulates the trigger, how much pressure is applied to the buttstock, how the weapon is canted — with shot analysis that reinforces the fundamentals of shooting to the trainee. Based on detailed shot analysis, automatic assessment flags questionable results (immediately available on an individual tablet for trainee reference), allowing the instructor to quickly identify and correct fundamental marksmanship errors with coaching techniques.

The FATS 100LE judgmental training enhances the understanding of shoot/don't shoot situations and the corresponding decision making process. The system effectively reinforces judgmental training objectives, concealed carry, less lethal and general weapons familiarization skills. The optional single screen configuration includes a variety of video training modes to provide a multi-tiered program.

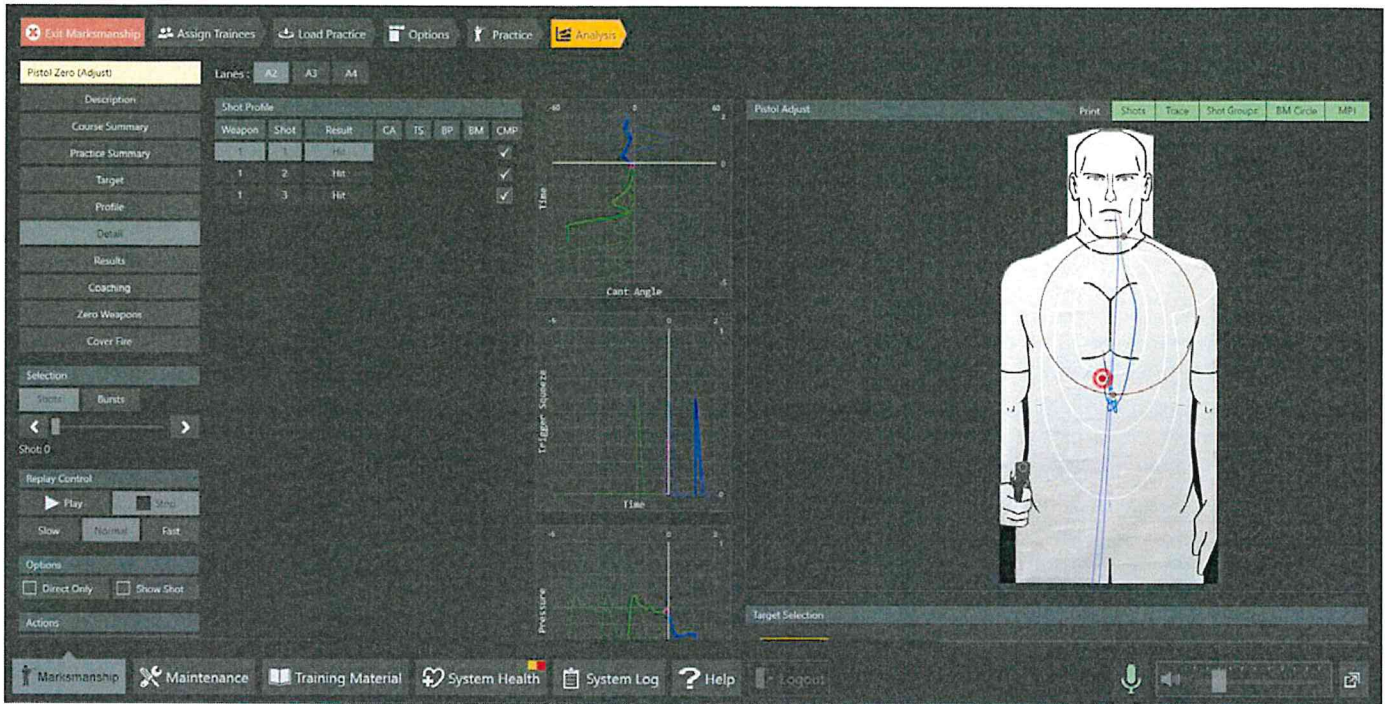
Officer safety is a primary concern, and the goal is to provide the most innovative tools on the market to prepare officers for split-second decisions. Instinctive officer response based on true-to-life training is critical for effective reactions in the field. With the FATS 100LE, instructors have the opportunity to train students on proper use of verbal commands, control tactics, impact strikes, chemical tools, less lethal options and deadly force. This covers use-of-force policy and reinforces the officers' classroom education and practical exercises. Simulation allows the instructor to repeat training exercises in a low cost, time efficient manner, while replay and look back functions provide an additional debriefing benefit.

InVeris' FATS 100LE is available in both permanently stationed and portable configurations. The system can be delivered in a completely self-contained mil-spec storage case for portability and protection from harsh environments. The training modes include 3D marksmanship, collective training and judgmental HD video scenarios, all supporting InVeris' own extensive simulated weapon selection.

The FATS 100LE comes pre-loaded with a broad set of courseware to support training with embedded marksmanship. InVeris' FATS 100LE offers unmatched training advancements and includes the latest technological developments to meet the needs of law enforcement and security agencies worldwide.



Judgmental training highlights shoot/don't shoot situations and effective decision making processes



Marksmanship training and shot analytics reinforce shooting fundamentals

General Features:

- Up to 20 weapons can be assigned allowing trainees to select the appropriate use of force in judgmental mode, or 5 trainees in marksmanship, for concurrent exercises
- InVeris' patented wireless BlueFire weapons
 - Taser® and flashlight
 - Supports legacy weapons
- Import customer-specific training manuals (PDF, MS Word/ PowerPoint, .mpg, .wmv)
- System utilization reports for data mining, including time spent in training mode, weapon type, etc.
- Tablet training material content
 - Training materials can be viewed on the tablet and main screen(s) simultaneously
 - Accessible from within each training application
 - System can be run from tablet
- 1080p projection system
- On-site installation and system training is included for up to 5 trainees

3D Marksmanship Training Features:

- Photorealistic 3D terrains
- 3D targets (including "paper" targets)
- Natural occultation in 3D
- High-fidelity environmental effects
- Support of multiple weapons per trainee

- Forward moving eye point (shoot and move)
- Perspective correct target rendering for each lane
- End user ability to create custom courses of fire to mimic qualification courses and drills
- The optional tablet modes include:
 - Operator Mode - controls all lanes
 - Instructor Mode – controls contiguous range of lanes (i.e. 1-5)
 - Trainee - functions as a Firing Point Computer
- Upload and display doctrinal documents for trainees to reference
- Automatic Coaching analyzes shooting results/sensors to highlight potentially poor shooting habits

Judgmental Training Features:

- Support for 1920 x 1080p HD scenarios
- Near miss (inclusive of branching)
- Branch tree displayed on UI – default branches identified
- Branching feedback – which branches were executed with instructor comments
- Judgmental UI integrated into UUI
- Pause on Hit/Shot and Stop on Hit/Shot
 - Configurable for pause time
- Ability to add a scenario playlist
- Flashlight functionality



SURVIVR Virtual Reality Training Simulator

SURVIVR is the next generation of simulators for first responder training. SURVIVR is interactive, responsive and realistic.

The days of using a simulator to teach only shoot/don't shoot with one possible outcome are gone. The SURVIVR platform drills officer safety, de-escalation, critical decision making, protocol, and much more.

The SURVIVR system comes with all of the necessary VR components to fully immerse a trainee into a realistic training environment. After the scenario begins, the trainee can move, interact, communicate, and search just as they would in the real world. The use of VR enables law enforcement agencies to train without needing scene locations, actors, or simunition guns and rounds, saving a great deal of time and expense for the department.

The SURVIVR system was created by a combination of experts in VR development and prior law enforcement officers for effective, realistic training. This allows us to create a training simulator that is more advanced than other systems in the industry. To learn more about the SURVIVR system, visit inveristraining.com.

SURVIVR Features and Capabilities:

- Multiple users
- Six degrees of freedom
- Total instructor control
- Instructor led voice response
- Duty-matched weapons
- Pre-constructed scenarios
- Dynamic scenarios
- Custom environments
- Body cam playback
- Instructor review and playback
- Metrics (distance, time)
- Eye tracking
- Hand tracking

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: March 8, 2022

RE: March 15, 2022 City Council Agenda Items

Policy Issue: *Consideration of seventh lease amendment with New Cingular Wireless PCS (AT&T) regarding Malecki Drive water tower*

Recommendation: Consideration

Background: Lessee has leased space on Malecki Drive water tower since 2002. Purpose of lease amendment is to allow for upgrade of their cellular infrastructure on the tower. Rent and other aspects of lease will remain unchanged

Budget Impact: N/A

Council Person and District: Venus Mack- District 3

Attachments: Partially executed proposed seventh amendment

Market: Georgia
Cell Site Number: 410-285
Cell Site Name: Paulson Stadium
Fixed Asset Number: 10031174

SEVENTH AMENDMENT TO LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT (“**Seventh Amendment**”), dated as of the latter of the signature dates below, is by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address of 50 E. Main Street, Statesboro, GA 30458 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated June 24, 2002, as amended by the First Amendment to Lease Agreement dated November 1, 2005, as further amended by the Second Amendment to Lease Agreement dated October 31, 2012, as further amended by the Third Amendment to Lease Agreement dated May 6, 2014, as further amended by the Fourth Amendment to Lease Agreement dated July 7, 2016, as further amended by the Fifth Amendment to Lease Agreement dated May 8, 2018, as further amended by the Sixth Amendment to Lease Agreement dated January 30, 2020 (collectively, the “**Agreement**”) whereby Lessor leased to Lessee certain Premises, therein described, that area portion of the Property located at 1298 Malecki Drive, Statesboro, GA, 30458 (“**Property**”), and

WHEREAS, Lessor and Lessee desire to reflect that Lessee shall be authorized to add, remove, modify, or replace certain equipment on the Premises as listed below and set forth in Exhibit A-3 attached hereto and incorporated by this reference; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **Equipment.** Exhibit A-3 shall be deleted in its entirety and replaced with revised **Exhibit A-3** attached hereto and incorporated into the Agreement as if fully set out therein. Effective upon the fully executed amendment, all references to the equipment in the Agreement shall refer to the equipment set forth in revised **Exhibit A-3**.

2. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Seventh Amendment, the terms of this Seventh Amendment shall control. Except as expressly set forth in this Seventh Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Seventh Amendment.

3. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Seventh Amendment on the dates set forth below.

“LESSOR”

Signed, sealed and delivered
in the presence of:

The Mayor and City Council of Statesboro,
a Georgia Municipality

Name: _____
Unofficial Witness

By: _____
Name: _____
Title: _____
Date: _____

Name: _____
Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

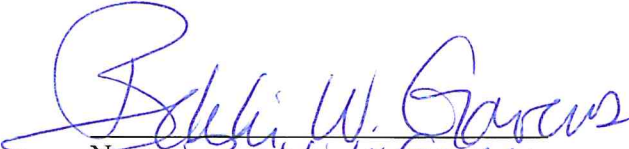
“LESSEE”

Signed, sealed and delivered
in the presence of:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Name: _____
Unofficial Witness

By: AT&T Mobility Corporation
Its: Manager
By: _____
Name: Leonard W. Lindros III
Title: Area Manager of Network Engineering
Date: 2/25/22


Name: Bekki W. Gowens
Notary Public

My Commission Expires: 11/22/22

[NOTARIAL SEAL]



EXHIBIT A-3

Lessee's Equipment to be located at the 132' RAD.

- (5) Kathrine 80010865 panel antennas
- (3) Commscope NNH4-65B-R6 panel antennas
- (1) CCI MBA6-11F-BU-H3 panel antennas
- (2) Commscope NNH4-65B-R6-H4 panel antennas
- (2) Ericsson 4478 B12A radios
- (3) Ericsson RRUS-32 radios
- (3) Ericsson B14 4478 radios
- (3) Ericsson 4415 B25 radios
- (2) Ericsson 4478 B5 radios
- (2) Ericsson 4449 B5/B12 radios
- (5) Ericsson 8843 B2/B66A radios
- (6) ETD819G-12UB TMAs
- (2) Andrew E15Z01P06 TMAs
- (3) Raycap DC6-48-60-18-8F surge suppressors
- (6) Raycap DC2-48-60-0-9E surge suppressors
- (1) Raycap DC9-48-60-24-8C-EV surge suppressors
- (3) Commscope CBC1923Q-43 quadplexers
- (11) 1 5/8" coax
- (7) 7/8" power cables
- (1) 1" power cables
- (3) 3/8" fiber cables
- (6) 3/8" RET cables

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

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: March 9, 2022

RE: Proposal from TSW to perform ordinance amendments

Policy: Ordinance Amendments

Recommendation:

Staff recommends approval of amendment of contract with TSW to perform engineering and development related ordinance amendments.

Background:

At the October 5, 2021 meeting, city council approved amendment of contract with TSW to perform work to replace the City's Zoning Ordinance (including Sign Ordinance) and Subdivision Regulations. Upon this approval the Director of Public Works and Engineering performed a cursory review of other development related ordinances, specifically those that fall under his responsibility as City Engineer. From this review it was determined that the following ordinances are in need of review and amendment:

- Environment (some sections date back to 1996)
- Flood Prevention (amended in 2010)
- Vegetation (amended in 2011)
- Streets and Sidewalks (some sections date back to 1987)
- Traffic and Vehicles (some sections date back to 1987)
- Utilities (some sections date back to 1987)
- Cable Communication (amended in 2010)
- Solid Waste (amended in 2016)
- Cemeteries (adopted in 1987)

By performing this work concurrently with the amendments being performed to the Zoning Ordinance and Subdivision Regulations TSW will be able to ensure that all applicable ordinances are compatible and complementary. In fact, some of the ordinances will work harmoniously and create a unified development code in their approach and applicability which will be a useful tool for supporting development.

Since they are currently under contract for the City, TSW and their sub consultant, Pond, will be able to start work immediately on this project. The fee for this phase of work is \$97,100 and the estimated completion date is May 2023.

Budget Impact: 50% of the fee will be paid from the Engineering budget (General Fund) and the remainder will be paid from the Stormwater budget (Stormwater Fund Operating Income).

Council Person and District: All

Attachment: TSW Proposal



1447 Peachtree Street, NE
Suite 850
Atlanta, GA 30309

Phone: 404.873.6730
www.tsw-design.com

Principals:
William Tunnell
Jerry Spangler
Thomas Walsh
Bryan Bays
Caleb Racicot
Adam Williamson
Heather Hubble

March 8, 2022

Amendment #1 to Agreement Between TSW and City of Statesboro

This constitutes Amendment #1 to the agreement between TSW and the City of Statesboro (Client) for professional services associated with updating the zoning and subdivision regulations for the City of Statesboro, Georgia, dated October 8, 2021.

Key TSW Team Members

The TSW Team is expanded to include Pond & Company to provide engineering and related services. See Attachment A.

Work Plan:

The following additional services are added to the work plan and per the schedule found in Attachment B:

General

The work plan is expanded from just focusing on review and updates to the Zoning and Subdivision ordinances to also include review and updates to the additional City Code Sections, as follows:

Additional City Code Section	UDC, Text Amendment
Ch. 26 - Cemeteries	Text Amendment
Ch. 22 - Cable Communications	Text Amendment
Ch. 38 - Environment	UDC, Text Amendment*
Ch. 46 - Flood Damage Prevention	UDC
Ch. 66 - Solid Waste	Text Amendment
Ch. 70 - Street, Sidewalks, other Public Areas	Text Amendment
Ch. 78 - Traffic and Vehicles	Text Amendment
Ch. 82 - Utilities	Text Amendment
Ch. 86 - Vegetation	UDC

**Final location will be determined in Task 2.2.*

Some of these additional City Code Sections will be combined with the proposed Zoning and Subdivision updates to create a unified development code (UDC); others will remain in their current location and be updated through text amendments, as shown above.

Task 1.1 Review Existing Plans and Regulations

This task is expanded to include TSW Team review of the additional City Code Sections listed above, the Zoning, and the Subdivision ordinance from an engineering perspective.

Task 1.2 Stakeholder Interviews

This task is expanded to include TSW Team interviews with additional City engineering officials to understand specific technical concerns associated with the additional City Code Sections listed above. See Attachment B.

Task 1.5 Code Audit Report

This task is expanded to include the additional City Code Sections listed above in the code audit report.

Note: Due to the different budgetary cycles, these additional sections may be completed later than the draft Zoning and Subdivision ordinance audit sections. In time, the two will be combined into a single document. See Attachment B.

Task 2.2 Draft Policy Solutions

The task is expanded to include an outline of the proposed UDC. This outline will show how the existing City Code Sections are incorporated into the new UDC, as applicable.

Task 2.3 Initial Draft Code

This task is expanded to include a draft new UDC draft and draft text amendments of existing City Code Sections to remain.

Task 3.1. Draft Code

This task is replaced with:

“Based on the feedback received from the City and at the Open House, the TSW Team will prepare a revised draft of the UDC and text amendments of existing City Code Sections to remain.

Fees:

The TSW Team will provided the additional services listed in the Work Plan for the following amounts:

Tasks	Fee	Term
Task 1: Analysis	\$28,800	Fixed fee
Task 2: Draft Code, Task 3: Final Code	\$68,300 max.	Hourly not-to-exceed fee

Because the TSW Team is unable to determine the extent of changes required in the additional City Code Sections, the TSW Team agrees to bill Tasks 2 and 3 on an hourly, not-to-exceed basis. If the changes required are relatively few, the fee billed the City will be significantly below the maximum amount listed above.

Execution:

If this amendment meets with your approval, please sign below and return one copy for our files.

TSW

City of Statesboro

Date

Date

Exhibit A:

ADDITIONAL KEY TSW TEAM MEMBERS

Kevin Hendrix, PE

Director of Civil Engineering | Principal



Kevin has more than 16 years of experience in the civil site design of projects throughout the southeastern US. His specialties include hydrologic and hydraulic modeling, water quality best management practice design, detention and retention design, grading and erosion control design, plan and report production, and project coordination. Kevin also has extensive experience permitting with local, state, and federal jurisdictions.

Education

- BS, Civil Eng
Southern
Polytechnic State
University, 2008

Registration

- Professional
Engineer
GA #38968

Project Experience

On-Call Stormwater Engineering Services

Fayette County, GA
Civil Engineer

On-Call Design Services

Alpharetta, GA
Civil Engineer

On-Call Design Services

Sandy Springs, GA
Civil Engineer

On-Call Engineering Services

Fairburn, GA
Civil Engineer

On-Call Design Services

Dekalb County, GA
Civil Engineer

On-Call Engineering Services

Duluth, GA
Project Manager

Jason Bach, PE

Project Manager | Lead Civil Engineer



Jason has over twelve years of experience as a Professional Engineer. During this time he has worked on multiple aspects of site design and project management for a wide variety of projects including commercial, industrial, banking, residential, federal (research), healthcare, and higher education. Jason brings a wide range of skills and knowledge to the table with his experience, including project management, permit coordination, site and utility design and engineering, hydrology design, and client relations and communications.

Education

- BS, Civil -
Environmental
Engineering,
Georgia Institute of
Technology, 2006

Registration

- Professional
Engineer,
GA #35727

Project Experience

City of Snellville UDC

Snellville, GA
Civil Engineer

Glynn County Code Update

Glynn County, GA
Civil Engineer

City of Duluth Plan Reviews

Duluth, GA
Civil Engineer

City of Acworth Plan Reviews

Acworth, GA
Civil Engineer

Snellville Unified Development Ordinance

Snellville, GA
Civil Engineer

Heike Slinin, PE, LEED AP

Development Regulation Review and Writing



Education

- BS, Civil Engineering, Clemson University, 1997

Registrations

- Professional Engineer, GA #029236
- GSWCC – Level II Certified Design Professional #000.000.30021
- LEED AP

Heike has over 17 years of experience providing a wide range of civil engineering and site services from municipal and commercial projects to heavy industrial and military projects. She has extensive experience in performing plan reviews, conducting site visits, and meeting with clients to provide project solutions. Cities she has served include the Cities of Acworth, Flowery Branch, Sugar Hill, Clarkston, and Chamblee, among others.

Project Experience

On-Call Planning and Engineering Services

Chamblee, GA
Civil Engineer

Snellville Unified Development Ordinance

Snellville, GA
Civil Engineer

UDC Updates

Braselton, GA
Civil Engineer

Milton Unified Development Code

Milton, GA
Civil Engineer

Decatur Unified Development Ordinance

Decatur, GA
Civil Engineer

Code Updates

Glynn County, GA
Civil Engineer

Kevin McInturff, PE,

Development Regulation Review and Writing

Education

- BS, Civil Engineering Technology, Southern Polytechnic State University, 1993

Registrations

- Professional Engineer, GA #30833
- State of Georgia Association of North America (SWANA) certified landfill operator #578
- Industrial Wastewater Treatment Operator, GA #31443
- GSWCC Level 1B Certified Inspector #428
- GSWCC Level II Certified Design Professional #428

Kevin has extensive experience in the public sector including serving as County Engineer for a north Georgia county of a population of 200,000 for over 15 years. While serving as County Engineer, he managed over \$100M worth of infrastructure projects including roundabouts, multi-use trail systems, parks, intersection improvements, landfill construction, culverts, and bridges. He established a stormwater special taxing district system to help fund the county's growing stormwater infrastructure needs.

Kevin was also responsible for establishing many of the infrastructure specifications, subdivision codes, and engineering plan review procedures in the county. During his tenure with the private sector, he worked for one of the largest solid waste management firms at the time and was responsible for environmental compliance and wastewater management for its northeast Georgia facilities.

Project Experience

Zoning Code Updates

Rabun County, GA
Civil Engineer

Residential Zoning Review

Gwinnett County, GA
Civil Engineer



Lauren Blaszyk, AICP

Planner | Quality Control

Education

Bachelor of City Planning, University of Virginia, 1997

Registration

American Institute of Certified Planners (AICP) #027542

Professional Affiliations

American Planning Association, Georgia Chapter

District 3 Representative, GPA Board of Directors



Years of Experience

16

Lauren has 16 years' experience in planning, including land use, transportation, economic development, the National Trust for Historic Preservation's Main Street Program, policy, and public involvement. She has spent her career in both the public and private sectors, which gives her a unique perspective on planning projects and issues. Lauren has assisted with, and managed, a broad range of plans and studies, including comprehensive plans, corridor studies, economic development strategies, wayfinding signage plans, comprehensive transportation plans, design guidelines and overlay districts, zoning text amendments, and zoning ordinance updates. As a consultant, Lauren has worked with municipal governments, county governments, development authorities, and state agencies.

Project Experience

Snellville Unified Development Ordinance

Snellville, GA
Pond Project Manager

College Park Planning Services

College Park, GA
City Planner

Milton Unified Development Code

Milton, GA
Pond Project Manager

Stockbridge 2038 Comprehensive Plan

Stockbridge, GA
Planner

Glynn County Code Update

Glynn County, GA
Pond Project Manager

Gwinnett 2040 Unified Plan

Gwinnett County, GA
Deputy Project Manager

McDuffie County Ordinance Updates

McDuffie, GA
Project Manager

Pickens County Comprehensive Plan

Pickens County, SC
Lead Planner

Winder Code Update

Winder, GA
Pond Project Manager

College Park 2036 Comprehensive Plan Update

College Park, GA
Project Manager

DeKalb County Zoning Amendment On-Call

DeKalb County, GA
Project Manager

Fairburn 2034 Comprehensive Plan

Fairburn, GA
Planner

Cobb County Area Specific Design Guidelines

Cobb County, GA
Project Manager



Exhibit B:

STATESBORO UDC SCHEDULE

Indicates a Task that includes additional services per under this agreement.

PHASE 1: ANALYSIS						
	Date	TSW	ZC	Pond	JBW	Notes
Task 1.1 Review Existing Plans and Regs.	--					
Zoning, Subdivision	Feb - Mar 2022	■	■	■	■	
Engineering, Other	Apr 2022	■	■	■		
Task 1.2 Stakeholder Interviews	--					
Zoning, Subdivision	Feb - Mar 2022	■			■	
Engineering, Other	Apr 2022			■		
Task 1.3 Project Launch	Apr 2022	■	■			
Task 1.4 Legal Review	Feb - Mar 2022				■	
Task 1.5 Code Audit Report	--					
Zoning, Subdivision	Apr - May 2022	■	■		■	
Engineering, Other	May - Jun 2022		■	■		
PHASE 2: DRAFT CODE						
	Date	TSW	ZC	Pond	JBW	Notes
Task 2.1 Community Workshop	Aug 2022	■				Engineering codes are not expected to be a workshop focus due to their technical nature
Task 2.2 Draft Policy Solutions	Aug - Sep 2022	■	■	■	■	
Task 2.3 Initial Draft Code	Aug 2022 - Feb 2023	■	■	■	■	
Task 2.4 Draft Code Review Sessions	Nov 2022 - Jan 2023	■				
Task 2.5 Draft Code Open House	Feb - Mar 2023	■				
PHASE: FINAL CODE						
	Date	TSW	ZC	Pond	JBW	Notes
Task 3.1 Revised Draft Code	Mar - Apr 2023	■	■	■	■	
Task 3.2 Adoption Process	Apr - May 2023	■	■		■	
Task 3.3 Final Code	May 2023	■	■	■	■	

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

From: John Washington, Director of Public Works and Engineering

Date: March 7, 2022

RE: Recommendation of Bidder
ENG-122h: East Jones Ave. Sidewalk from S. Main St. to S. Zetterower Ave.

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the East Jones Ave. Sidewalk Improvements, from S. Main St. to S. Zetterower Ave., contract to Parker Engineering in the amount of \$57,000.00. The bid received from Parker Engineering meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. The request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

The design task involves locating the existing right-of-way and designing a sidewalk profile to allow for a 5' sidewalk that begins at South Main Street and extends approximately 1500 feet, terminating at South Zetterower Avenue. Additionally, a culvert underneath East Jones will need to be extended, with the headwall aligned to the new sidewalk along with other minor improvements to expand the City's interconnectivity for pedestrian travel. Additional items to include: driveway modifications and remove/replace curbing.

Budget Impact:

This project is to be paid from 2018 TSPLOST funds. The estimated amount for design exceeds design budget of \$25,000 allocated for the project; however, other ENG-122 design recommendations FY2022 are less than anticipated.

Council Person and District: District 2, Councilmember Chavers

Attachments: None

CITY OF STATESBORO

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

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

From: John Washington, Director – Public Works and Engineering

Date: March 7, 2022

RE: Recommendation of Bidder
CIP ENG-122c – Hwy. 24 (E. Main St.) Sidewalk Improvements from Hwy 80 to Packinghouse Rd.

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the East Main Street and Packinghouse Road Sidewalk Improvements contract to American Engineers, Inc. (AEI) in the amount of \$54,500.00. The bid received from AEI meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

This project proposes to construct sidewalk along East Main Street from Northside Drive to Packinghouse Road. This work is a subsequent phase of development to provide sidewalk connectivity from downtown Statesboro to Mill Creek Park and to provide connectivity to adjacent residential areas. This segment of sidewalk will connect existing sidewalks on East Main Street to Packinghouse Road. Sidewalk construction includes approximately 1,750 feet of 4" thick concrete sidewalk and other minor improvements to expand the City's interconnectivity for pedestrian travel. Additional items to include: driveway modifications, remove/replace curbing, reconstructing stormsewer.

Budget Impact:

The sidewalk projects are to be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$100K) allocated for design of the project.

Council Person and District: District 1, Councilmember Boyum

Attachments: None

CITY OF STATESBORO

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

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

From: John Washington, Director – Public Works and Engineering

Date: March 7, 2022

RE: Recommendation of Bidder
ENG-122k: W. Main St. Sidewalk from Ivory St. to Foss St.

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the West Main Street Sidewalk Improvements contract to American Engineers, Inc. (AEI) in the amount of \$42,500.00. The bid received from AEI meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

The design task involves locating the existing right-of-way at Ivory Street, and designing a sidewalk to allow for a 5' sidewalk that extends approximately 1400 feet, terminating at Foss Street. Additionally, drainage improvements to West Main from Bay Street to Foss Street will include curb and gutter and larger storm pipes to increase the drainage flow and other minor improvements to expand the City's interconnectivity for pedestrian travel. Additional items to include: driveway modifications and remove/replace curbing.

Budget Impact:

The sidewalk projects are to be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$50K) allocated for design of the project.

Council Person and District: District 2, Councilmember Chavers

Attachments: None

CITY OF STATESBORO

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

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

From: John Washington, Director – Public Works and Engineering

Date: March 7, 2022

RE: Recommendation of Bidder
ENG-122p: Brannen Street Sidewalk from Gentilly Dr. to Clairborne Ave.

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Brannen Street Sidewalk Improvements contract to EMC Engineering Services, Inc. in the amount of \$20,050.00. The bid received from EMC meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

The project will consist of a 5' sidewalk along Brannen Street from Gentilly Road to Clairborne Avenue and provide sidewalk connectivity with the adjacent residential sector and YMCA. This project includes any drainage infrastructure, easements, and property acquisition needed to install the sidewalk. The design task involves survey for the existing right-of-way, layout and civil design of a 5' sidewalk and extending all drainage infrastructure through the project and making tie-ins to the existing stormwater network. Additional items to include: driveway modifications and remove/replace curbing.

Budget Impact:

The sidewalk projects are to be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$250K) allocated for the project.

Council Person and District: District 3, Councilmember Mack

Attachments: None

CITY OF STATESBORO

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

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

From: John Washington, Director – Public Works and Engineering

Date: March 7, 2022

RE: Recommendation of Bidder
STM-29: Lydia Street at Hart Street Culvert Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Lydia Street at Hart Street Culvert Improvements project design contract to EXP US Services in the amount of \$41,500.00. The bid received from EXP meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. The request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

The design task involves locating the existing right-of-way at Lydia Street, and designing a stormwater system to allow for new drainage structures and storm water alignments to collect and convey stormwater to a receiving ditch on Wilburn Road. A hydrology study and hydraulic calculations for drainage improvements will be required. The existing Right-of-Way for Hart Street, Lydia Street, and Wilburn Street will be utilized for placement of any new stormwater infrastructure. Additional items to include: driveway modifications and add curbing as needed.

Budget Impact:

The STM-29 project is to be paid from the Stormwater Operating Income. The estimated amount for design remains within the total budget amount (\$100K) allocated for the project.

Council Person and District: District 1, Councilmember Boyum

Attachments: None