



July 16, 2019 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Jeff Yawn
3. Recognitions/Public Presentations
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 06-18-2019 Council Minutes
 - b) 06-26-2019 Called Council Minutes
6. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5
 - A) M L Associates Inc.
DBA Discount Beverage
Lav Valik
1285 Northside Dr. E
Statesboro, GA 30458
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 19-06-01**: West District Development, LLC requests a zoning map amendment for a proposed combination of parcels addressed 40 West Cherry Street and West Cherry Street from the LI (Light Industrial) zoning district to the CBD (Central Business District) zoning district to allow for the construction of a mixed-use development (Tax Parcels S18 000170 000 and S19 000001 A000).
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-02**: West District Development, LLC requests a variance from Article XII, Section 1213(A) to reduce the required front yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-03**: West District Development, LLC requests a variance from Article XII, Section 1213(B) to reduce the required left side yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-04**: West District Development, LLC requests a variance from Article XII, Section 1213(B) to reduce the required right side yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).
11. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-05**: West District Development, LLC requests a variance from Article XII, Section 1213(C) to reduce the required rear yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).
12. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-06**: West District Development, LLC requests a variance from Article XXX, Section 3010 regarding the requirement to provide sidewalks along the public right-of-way in the Downtown District for 2.44 acres of property located at 40 West Cherry Street (Tax Parcel S18 000170 000).
13. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-06-07**: West District Development, LLC requests a variance from Article XII, Section 1216 to increase the minimum floor area ratio percentage in order to create zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).
14. Public Hearing and Consideration of a Motion to Approve: **APPLICATION CBD 19-06-08**: West District Development, LLC requests approval of the proposed site plans submitted for a proposed combination of parcels totaling 5.52 acres of property located at South College Street, 40 West Cherry Street and West Cherry Street, which is located in the Central Business District (CBD). Per Article VIII, Section 803, development in the CBD zoning district requires a recommendation from City Council to affirm that the plans will keep in mind the integrity and harmony of the Central Business District (Tax Parcels S19 000001 000, S18 000170 000, and S19 000001 A000).
15. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 19-06-09**: Continental Road, LLC requests a zoning map amendment of 4.74 acres, a portion of a larger 33.35+/- acre tract located at 7130 Veterans Memorial Parkway from the CR (Commercial Retail) zoning district to the HOC (Highway Oriented Commercial) zoning district to allow for the construction of a car dealership (Tax Parcel MS42 000007 000).
16. Consideration of a Motion to Approve the Revision of the Intergovernmental Agreement (IGA) with Bulloch County regarding City of Statesboro Tax Allocation District #1: Downtown TAD.
17. Consideration of a motion to approve Task Order 3 with Goldwyn Mills Cawood (formerly Ecological Planning Group) in the amount of \$93,100.00 to assist the City of Statesboro with stormwater master planning for Basin #2 studies.

18. Consideration of a Motion to enter into an Intergovernmental Agreement (IGA) with Bulloch County for Fire Protection Services in the Statesboro Fire Tax District, also known as the Statesboro 5-mile Fire District
19. Consideration of a Motion to Approve **RESOLUTION 2019-25**: A Resolution authorizing the closing of the bank account for the 2007 Special Purpose Local Option Sales Tax fund.
20. Consideration of a Motion to Approve **RESOLUTION 2019-26**: A Resolution amending the job position classification and compensation plan.
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

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilman Phil Boyum gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: Interim City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Sue Starling.

3. Recognitions/Public Presentations**A) Proclamation recognizing “Amateur Radio Week”**

Mayor McCollar presented the proclamation to Mark Olliff.

B) Presentation by Davenport & Associates regarding the Old Register Tax Allocation District revenue bonds update

City Attorney Cain Smith asked for a delay on this item.

4. Public Comments (Agenda Item): None**5. Consideration of a Motion to approve the Consent Agenda****A) Approval of Minutes**

a) 06-04-2019 Council Minutes

b) 06-04-2019 Executive Session Minutes

A motion was made to approve the consent agenda

RESULT:

Unanimous

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman John Riggs

AYES:

Boyum, Jones, Yawn, Riggs, Duke

ABSENT:

6. **Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.**
7. **Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.**
8. **Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.**

A motion was made to open the public hearing for item # 6, 7, 8.

RESULT:	Unanimous
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

A motion was made to close the public hearing for item # 6, 7, 8.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

A motion was made to approve item # 6.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

A motion was made to approve item # 7.

RESULT:	Unanimous
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

A motion was made to approve item # 8.

RESULT:	Unanimous
MOVER:	Councilman Derek Duke
SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

9. Public Hearing and Consideration of a Motion to approve Resolution 2019-20: A Resolution Exempting Certain Vehicles from Marking Requirements for One Year as required by OCGA 36-80-20.

A motion was made to open the public hearing.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

A motion was made to close the public hearing.

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke

ABSENT:

A motion was made to approve **Resolution 2019-20**

RESULT:

MOVER:

SECONDER:

AYES:

ABSENT:

10. Public Hearing and Consideration of a Motion to Approve: APPLICATION CUV 19-05- 01: Halfmoon Recovery (d/b/a ARCH) requests a conditional use variance from Article VII, Section 701 (F)(1) for 0.38 acres of property located at 207 Broad Street to utilize 100 percent of the heated floor space of the property as an addiction recovery community residence in the R-4 (High Density Residential) zoning district (Tax Parcel S29 000079 000).

A motion was made to open the public hearing for **APPLICATION CUV 19-05- 01**

RESULT:

MOVER:

SECONDER:

AYES:

ABSENT:

A motion was made to close the public hearing for **APPLICATION CUV 19-05- 01**

RESULT:

MOVER:

SECONDER:

AYES:

ABSENT:

Todd Parrish spoke in favor of the request.

A motion was made to approve **APPLICATION CUV 19-05- 01**

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Sam Jones
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

11. Consideration of a Motion to direct the City Attorney to draft an ordinance to amend Article XXI of the Statesboro Zoning Ordinance: Nonconforming Uses.

A motion was made to direct the City Attorney to draft an ordinance to amend Article XXI of the Statesboro Zoning Ordinance: Nonconforming Uses

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

12. Consideration of a Motion to approve Resolution 2019-21: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2018 tax year in the amount of \$23,001.25.

A motion was made to approve **Resolution 2019-21.**

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

13. Consideration of a Motion to award the purchase of these vehicles as follows as the listed dealerships have offered the lowest responsive bids for these vehicles.

- (1) Heavy Duty F-350 to J.C. Lewis Ford (Statesboro) in the amount of \$37,603.80**
- (1) Ford F-150 Pickup to J.C. Lewis Ford (Statesboro) in the amount of \$33,326.40**

- (1) Ford Expedition SSV to O.C. Welch Ford in the amount of \$37,107.40
- (3) Unit F-150 Pickups to Prater Ford in the amount of \$35,021.70 each for a total of \$105,065.10

A motion was made to approve the purchase of these vehicles

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

14. Consideration of a Motion to authorize the purchase of five (5) portable police radios for a total price of \$20,885.

A motion was made to approve the purchase of five (5) portable police radios for a total price of \$20,885.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek DUke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

15. Consideration of a Motion to approve Resolution 2019-22: A Resolution authorizing the Mayor to sign and submit Form 5 to the Georgia Department of Community Affairs for an extension of the current Bulloch County SDS through October 31, 2019 in order to facilitate further negotiations.

A motion was made to approve Resolution 2019-22.

RESULT:	FAILED
MOVER:	Councilman Phil Boyum
SECONDER:	0
AYES:	0
ABSENT:	

Councilman Duke made a motion to approve **Resolution 2019-22** with a recommendation that the City does not hire attorneys to represent the City with this item. After Council’s discussion, Councilman Duke then withdrew the motion. No vote was taken.

A motion was made to authorize the Mayor to sign Form 4 of the Bulloch County Service Delivery Strategy as it is written with the understanding the City and County would work together and address any issues or concerns that may arise.

RESULT:	Passed with a 4-1 vote
MOVER:	Councilman Derek Duke
SECONDER:	Councilman Jeff Yawn
AYES:	Jones, Yawn, Riggs, Duke
NAY:	Councilman Phil Boyum

16. Consideration of a Motion to approve an Amendment to the Development Agreement between City and BVT Akins, LP and J Edward Akins Farms, LP (collectively “Developer”) clarifying and altering conveyance of real property containing public infrastructure to City upon City payment to Developer from the TAD Special Fund.

A motion was made to approve an Amendment to the Development Agreement between City and BVT Akins, LP and J Edward Akins Farms, LP

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

17. Consideration of a Motion to accept the assignment of the rights and duties of BVT Akins, LP and J Edward Akins Farms, LP (collectively “Developer”) regarding the preexisting Development Agreement between City and Developer to Hill Property Partners, LLC (“Hill”).

A motion was made to approve the assignment of the rights and duties of BVT Akins, LP and J Edward Akins Farms, LP with the adjustment of the language to read “anticipated to be deposited” in the first paragraph instead “will be deposited”.

RESULT:	Unanimous
MOVER:	Councilman Phil Boyum

SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

18. Consideration of a Motion to Approve a Memorandum of Understanding between the City of Statesboro and the Creek District Oversight Committee regarding the development of the Creek on the Blue Mile project.

A motion was made to approve a Memorandum of Understanding between the City of Statesboro and the Creek District Oversight Committee regarding the development of the Creek on the Blue Mile project.

RESULT:	Unanimous
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

19. Consideration of a Motion to Award a Contract for Commercial Real Estate Broker Services for the City of Statesboro to Manack Signature Properties for a period of one year with option to renew for one additional year and to authorize the City Manager and City Attorney to negotiate the final terms and conditions of the contract.

A motion was made to approve a Contract for Commercial Real Estate Broker Services for the City of Statesboro to Manack Signature Properties

RESULT:	Unanimous
MOVER:	Councilman Derek Duke
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

20. Consideration of a Motion to Authorize the City Manager to enter into negotiations with Freese & Nichols, Inc. for a contract to conduct an environmental feasibility study for the Creek on the Blue Mile project. This contract will be presented to city council for consideration of approval at a later meeting.

Murphy Parks and George Kelly representing Freese and Nichols, Inc were present.

A motion was made to authorize the City Manager to enter into negotiations with Freese & Nichols, Inc.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

21. Consideration of a Motion to approve Resolution 2019-23: A Resolution to adopt the third amendment to the Fiscal Year 2019 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

A motion was made to approve Resolution 2019-23

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

22. Other Business from City Council

The Called Council Meeting scheduled for Thursday June 20th, 2019 at 7:30 AM is cancelled.

23. City Managers Comments: None

24. Public Comments (General): None

25. 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)

There was no Executive Session held.

26. Consideration of a Motion to Adjourn

A motion was made to adjourn

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT:	

The meeting was adjourned at 6:50 pm.



1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilman Sam Jones gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Absent	
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: Interim City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Sue Starling.

3. Presentation by Davenport & Associates regarding the Old Register Tax Allocation District revenue bonds update.

Doug Gebhardt, speaker for the Davenport and Company, presented the RFP results and recommendations for the TAD bond.

4. Consideration of a Motion to approve Resolution 2019-24: A Resolution for the City of Statesboro, Georgia tax allocation district revenue bond (Old Register TAD projects), series 2019 in the principal amount of \$4,750,000

A motion was made to approve Resolution 2019-24

RESULT:

Unanimous

MOVER:

Councilman John Rigg

SECONDER:

Councilman Derek Duke

AYES:

Jones, Yawn, Riggs, Duke

ABSENT:

Phil Boyum

Mayor McCollar commented on the tragic death of a 17 year old teenager that occurred over the weekend.

Mayor McCollar then made a motion to allow the “Youth Commission” to accept donations and hold fund raising events and for the proceeds to be used for the young people in the communities.

A motion was made to approve the motion as proposed.

RESULT:	Unanimous
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek Duke
AYES:	Jones, Yawn, Riggs, Duke
ABSENT:	Phil Boyum

5. Consideration of a Motion to Adjourn.

A motion was made to adjourn

RESULT:	Unanimous
MOVER:	Councilman John Riggs
SECONDER:	Councilman Jeff Yawn
AYES:	Jones, Yawn, Riggs, Duke
ABSENT:	Phil Boyum

The meeting was adjourned at 4:15 pm.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan McCollar, Mayor
, City Manager
Sue Starling, City Clerk
Cain Smith, City Attorney

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

To: City Manager, Charles Penny

From: Sue Starling, City Clerk

Date: July 8th, 2019

Re: Alcohol Application for Discount Beverage

Policy Issue: Sec. 6-13. - Approval by mayor and city council; public hearing.

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

Recommendations: Approval of license

Background: N/A

Budget Impact: None

Council Person and District: Councilman Phil Boyum, District 1

Attachments: Application

RECEIVED
5/15/19

PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

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

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: DISCOUNT BEVERAGE
D/B/A Name

2. APPLICANT'S NAME: M L ASSOCIATES INC
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 1285 NORTHSIDE DR E STE# _____

4. BUSINESS MAIL ADDRESS: SAME

CITY: STATESBORO STATE: GA ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 489-0241

CORPORATE OFFICE TELEPHONE NUMBER: (713) 557-8802

6. CONTACT NAME FOR BUSINESS: LAV VALIA

TELEPHONE NUMBER FOR CONTACT PERSON: 713-557-8802

7. NAME OF MANAGER: LAV VALIA
(Person responsible for Alcohol Licensing issues)

TELEPHONE NUMBER FOR MANAGER 713-557-8802

ADDRESS OF MANAGER: 1285, NORTHSIDE DR E
(Street, Road, RFD No., P. O. Box No.)

CITY: STATESBORO COUNTY: BULLOCH STATE: GA ZIP: 30458

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER:

PREVIOUS OWNER'S NAME: VALIA BROTHERS INC

BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER _____ WINE _____ LIQUOR _____ OTHER _____

9. INDICATE WHERE BUSINESS WILL BE LOCATED:

Above Ground Street or Ground Floor Level

SEC. 6-10(D) ANY PERSON WITHIN THE CITY OF STATESBORO WHO WORKS AS A BOUNCER, EITHER AS AN EMPLOYEE, AGENT, OR SUBCONTRACTOR WHOSE RESPONSIBILITIES IN AN ESTABLISHMENT THAT IS LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION SHALL HAVE THEIR ALCOHOLIC BEVERAGE SECURITY PERMIT ON THEIR PERSON AT ALL TIMES WHILE ACTING AS AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF THE LICENSEE. AN ALCOHOLIC BEVERAGE SECURITY PERMIT SHALL BE READILY AVAILABLE FOR INSPECTION UPON THE REQUEST OF ANY STATESBORO POLICE DEPARTMENT OFFICER, CITY CODE ENFORCEMENT OFFICER, OR THE CITY MANAGER OR HIS DESIGNEE.

DOES ANY EMPLOYEE DESCRIBED IN THE ABOVE PARAGRAPH HAVE AN ALCOHOLIC BEVERAGE SECURITY PERMIT? YES NO (PERMIT SHALL BE OBTAINED FROM THE STATESBORO POLICE DEPARTMENT)

CALCULATION OF BASIC LICENSE FEE: **FOR CALENDAR YEAR** 2019

<u>CLASSIFICATION</u>	(Mark All That Apply)	<u>LICENSE FEE</u>
Class B, Retail Beer Package	<input checked="" type="checkbox"/>	875.00
Class C, Retail Wine Package	<input checked="" type="checkbox"/>	875.00
Class D, Retail Liquor by the Drink	<input type="checkbox"/>	1,425.00
Class E, Retail Beer by the Drink	<input type="checkbox"/>	1,425.00
Class F, Retail Wine by the Drink	<input type="checkbox"/>	1,425.00
Class G, Wholesale Liquor	<input type="checkbox"/>	1,500.00
Class H, Wholesale Beer	<input type="checkbox"/>	1,500.00
Class I, Wholesale Wine	<input type="checkbox"/>	1,500.00
Class J, Licensed Alcoholic Beverage Caterer	<input type="checkbox"/>	200.00
Class K, Brewer, Manufacturer of Malt Beverages Only	<input type="checkbox"/>	1,750.00
Class L, Broker	<input type="checkbox"/>	1,750.00
Class M, Importer	<input type="checkbox"/>	1,750.00
Class O, Manufacture on Wine Only	<input type="checkbox"/>	1,750.00
Sunday Sales Permit	<input checked="" type="checkbox"/>	300.00
In Room Service Permit	<input type="checkbox"/>	150.00

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE: \$ _____

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ _____

Special Event Permit 50.00
 Distance Waiver Application Fee 150.00
 Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership LLC

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
 HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, LLC, or LLP: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: _____

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? _____
 IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

13. MEMBERS OF LLC and/or PARTNERS:

FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____

FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____
 HOME ADDRESS: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

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

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: M L ASSOCIATES INC
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: 1285, NORTHSIDE DR E, STATESBORO, GA 30458

MAIL ADDRESS IF DIFFERENT: _____

DATE AND PLACE OF INCORPORATION: 4-17-19, GA

DO YOU HAVE A SHAREHOLDERS AGREEMENT? NO

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? ONLY ONE SHAREHOLDER

15. OFFICERS:

FULL LEGAL NAME: LAV VALIA PHONE# 713-557-8802

HOME ADDRESS: 1285, NORTHSIDE DR E

CITY: STATESBORO STATE: GA ZIP CODE: 30458

% STOCK OWNED: 100% OFFICE HELD: PRESIDENT

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: LAV VALIA PHONE# 713-557-8802

HOME ADDRESS: 1285, NORTHSIDE DR E

CITY: STATESBORO STATE: GA ZIP CODE: 30458

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

HAS EACH OFFICER AND SHAREHOLDER COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION?

(ATTACH ADDITIONAL PAGES IF NECESSARY)

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

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

Answer: YES NO If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

Sheppard W.M. Properties LLP

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

Answer: YES NO If yes, give full details on separate sheet.

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

Answer: YES NO N/A If yes, explain on a separate sheet and submit copies of eligibility.

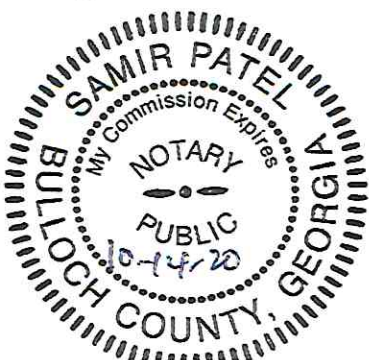
22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?
 Answer: YES _____ NO If yes, give full details on separate sheet
24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?
 Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.
25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?
 Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.
26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?
 Answer: YES _____ NO If yes, give full details on separate sheet.
27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity?
 Answer: YES _____ NO If yes, give full details on separate sheet.
28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.
 Answer: YES _____ NO If yes, give full details on separate sheet.
29. Will live nude performances or adult entertainment be a part of this business' operations?
 Answer: YES _____ NO If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, LAV VALIA, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

LAV VALIA
 Print Full Name As Signed Below
Lav Valia PRESIDENT 4-19-19
 Signature of Applicant Title Date



SWORN TO AND SUBSCRIBED BEFORE ME THIS
19th DAY OF April 2019
Samir Patel
 NOTARY PUBLIC (SEAL)
 My Commission Expires: 10-14-20

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



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

To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

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

Recommendation: Staff recommends approval of the zoning map amendment requested by application RZ 19-06-01 with conditions.

Background: West District Development, LLC requests a zoning map amendment for a proposed combination of parcels addressed 40 West Cherry Street and West Cherry Street from the LI (Light Industrial) zoning district to the CDB (Central Business District) zoning district to allow for the construction of a mixed-use development (Tax Parcels S18 000170 000 and S19 000001 A000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report RZ 19-06-01.



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

*P.O. Box 348
 Statesboro, Georgia 30458*

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

RZ 19-06-01
ZONING MAP AMENDMENT REQUEST
40 WEST CHERRY STREET AND WEST CHERRY STREET

LOCATION: 40 West Cherry Street and West Cherry St.

REQUEST: Zoning map amendment from LI (Light Industrial) to CBD (Central Business District).

APPLICANT: West District Development, LLC

OWNER(S): West District Development, LLC

ACRES: 2.72 acres (combined)

PARCEL TAX MAP #: S19 000001 A000 (0.57 acres) & S18 000170 000 (2.44 acres)

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The applicant is requesting a zoning map amendment for the proposed combination and subsequent subdivision of two (2) parcels: a 2.44 acre parcel located at 40 West Cherry Street (S18 000170 000), a portion (1.55 acres) of which is to be rezoned from LI (Light Industrial) to the CBD (Central Business District) zoning district and a 0.57 acre parcel addressed West Cherry Street (S19 000001 A000), a portion (0.28 acres) of which is to be rezoned from LI (Light Industrial) to CBD (Central Business District) zoning district. The applicant is proposing the construction of mixed-use retail/office buildings containing residential lofts on the upper floors; and the renovation of an existing warehouse to accommodate future commercial and/or industrial uses. See **exhibit D** – Zoning Exhibit.

BACKGROUND:

The applicant recently received site plan approval for revisions to a previously approved site plan for “West District Phase I” under **RZ 19-04-04 & CBD 19-04-05**, specifically for 87 South College Street. The approved site and architectural plans for 87 South College Street will allow for the construction of a two story building with multiple occupancies – the second floor will be four single bedroom apartments and the ground floor will be used as commercial space.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	LI (Light Industrial)	US Post Office
SOUTH:	LI (Light Industrial) & CBD (Central Business District)	Whitfield Signs Building and West District Development Phase I
EAST:	HOC (Highway Oriented Commercial)	Vacant land
WEST	LI (Light Industrial)	Bulloch County Recycling Center & Open Hearts Community Mission

ATTACHMENTS: The subject properties are located within the LI (Light Industrial) zoning district. Surrounding properties include the Open Hearts Community Mission, the Whitfield Signs Building, US Post Office, vacant West District Lots, vacant land, and a recreational area for a nearby religious facility. (See **Exhibit C** – Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Downtown” character area as identified by the City of Statesboro 2014 Future Development Map (See **Exhibit B—2014 Future Development Map**) within the City of Statesboro Updated 2014 Comprehensive Plan.

Vision:

Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high-activity uses.

Appropriate Land Uses

- Neighborhood-scale retail and commercial, especially niche market stores which serve as a destination
- Office
- Neighborhood services
- Range of housing styles & price points
- Loft, mixed use, and urban residential, including small lot single-family residential along secondary streets
- Multi-story buildings with retail on the street and office/residential above

Suggested Development & Implementation Strategies

- Maintain/enhance integrity of interconnected grid and pedestrian circulation interconnectivity.
- New development should respect historic context of building mass, height and setbacks.
- New developments that contain a mix of residential, commercial and/or community facilities at small enough scale and proximity to encourage walking between destinations should be encouraged.
- Historic structures should be preserved or adaptively reused wherever possible.
- Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes.
- Economic development strategies should continue to nurture thriving commercial activity.

Statesboro Updated 2014 Comprehensive Plan, Community Agenda page 14.

TAX ALLOCATION DISTRICT REDEVELOPMENT PLAN:

The 2014 Tax Allocation District Redevelopment Plan (TAD) seeks to “encourage the private redevelopment of outmoded, highway-oriented commercial development into pedestrian friendly, mixed-use centers” to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and the 2009 and 2014 Comprehensive Plans. The plan does not set forth specific suggestions for this subject site. The largest parcel in this request is listed in the TAD under Appendix B (page 46). Tax parcel S19 000170 000 had an assessed value of \$92,432 in the 2014 Tax Allocation District #1 Redevelopment Plan and an assessed value of \$220,000 on June 12, 2019, according to the Bulloch County Tax Assessor’s website.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

The subject parcels are currently zoned LI (Light Industrial) and the applicant has immediate plans to construct a mixed-use development containing office and retail space with residential lofts on the upper floors. The applicant proposes the combination of both parcels and the subsequent subdivision of the parcels.

Current Zoning Compared to Requested Zoning

LI – Light Industrial districts permit wholesale, manufacturing, warehousing, assembly or processing and similar uses and regulate odors, gases or other contaminants, noise, air quality, vibrations and any other emissions that might be detrimental to the public health. When compared to the HI (Heavy Industrial) zoning district, this district is much stricter regarding emissions.

CBD – The Central Business District permits general retail, wholesale, office, personal service establishments, health care uses and apartments on upper floors. This district allows for the development of major commerce.

I. **Application RZ 19-06-01: Whether or not to grant a zoning map amendment for the proposed combination and subsequent subdivision of two (2) parcels from LI (Light Industrial) to CBD (Central Business District)**

The request to rezone the subject properties should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*; the vision and community policies articulated within the city's primary land use policies: *The Statesboro Comprehensive Plan*, the *Statesboro Downtown Master Plan* and the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*; and the potential for the property to develop in conformance with the requirements of the proposed CBD (Central Business District) zoning district for uses as set forth in the *Statesboro Zoning Ordinance*.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider "in making its determination" regarding a zoning map amendment and "balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property." Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council's consideration of the application:

(1) Existing uses and zoning or (of) property nearby;

- a. Adjacent property to the north is zoned LI (Light Industrial) and occupied by the US Post Office. The property to the south is zoned both LI (Light Industrial) and CBD (Central Business District); and is a portion of the West District Development. The property to the east is zoned CBD (Central Business District), and is currently vacant land. Lastly, the property to the west is zoned LI (Light Industrial) and is operating as Open Hearts Community Mission.

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

- a. The subject parcels are currently zoned LI (Light Industrial), which provides for more intensive uses, including manufacturing and fabrication facilities, than those found in the CBD (Central Business District) zoning district. Consequently, the LI (Light Industrial) zoning district imposes strict regulations on proximity to residential districts, emissions and noise. While the applicant plans to construct a portion of the proposed development under the current zoning designation (LI), the applicant is requesting the remaining portion, approximately 1.83 acres, of the subject property be re-zoned to CBD (Central Business District) to allow for the continued development of the West District.
- b. The proposed uses are not expected to have an adverse effect on property values in the area given the surrounding uses. Please note that staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on property value.

(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.

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

- a. While the current zoning (LI) of each parcel supports business and residential development, the surrounding zoning designations and land-use classifications vary from single-family residential to neighborhood-scale services, such as the Statesboro First United Methodist Church. The proposed zoning change to CBD (Central Business District), with less of the parcel designated LI (Light Industrial), allows for mixed-use construction and reduces the possibility of incompatible uses

adjacent to neighborhood-scale zoning designations. Therefore, the public gains a less intensive zoning designation for the majority of the proposed combined parcels.

- (5) **The suitability of the subject property for the zoned purposes.**
- (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.**
 - a. The largest parcel (S18 000170 000) has been vacant for several years.
 - b. The smaller parcel (S19 000001 A000) was previously a Public ROW, West Cherry Street, recently abandoned.
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
 - a. Impacts on local traffic should be considered.
 - b. Positive impact on the existing and future land use patterns as the proposed uses are compatible with the surrounding area as well as consistent with the 2014 Future Development Map and the *Statesboro Comprehensive Plan*.
- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
 - a. The Comprehensive Plan supports appropriate infill within established areas of the City; however, the plan also supports that the placement and scale of infill complement surrounding land uses and zoning districts and requires it to occur in a manner that protects established residential areas.

STAFF RECOMMENDATION:

Staff recommends approval of the zoning map amendment requested by application **RZ 19-06-01** with conditions.

PLANNING COMMISSION RECOMMENDATION:

At the regularly scheduled meeting held on July 2, 2019 at 5:00 PM, the Planning Commission voted 4-0 to recommend the approval of **RZ 19-06-01** with the following staff condition(s):

1. Staff approval of the West District Development's subdivision plat dated June 13, 2019, and zoning exhibit dated June 14, 2019.
2. Approval of this zoning map amendment does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.
3. Subdivision, design, and development of the property shall be in conformance specifically with the requirements of the Statesboro Subdivision Regulations and all other developmental standards of the City of Statesboro.

EXHIBIT A: LOCATION MAP

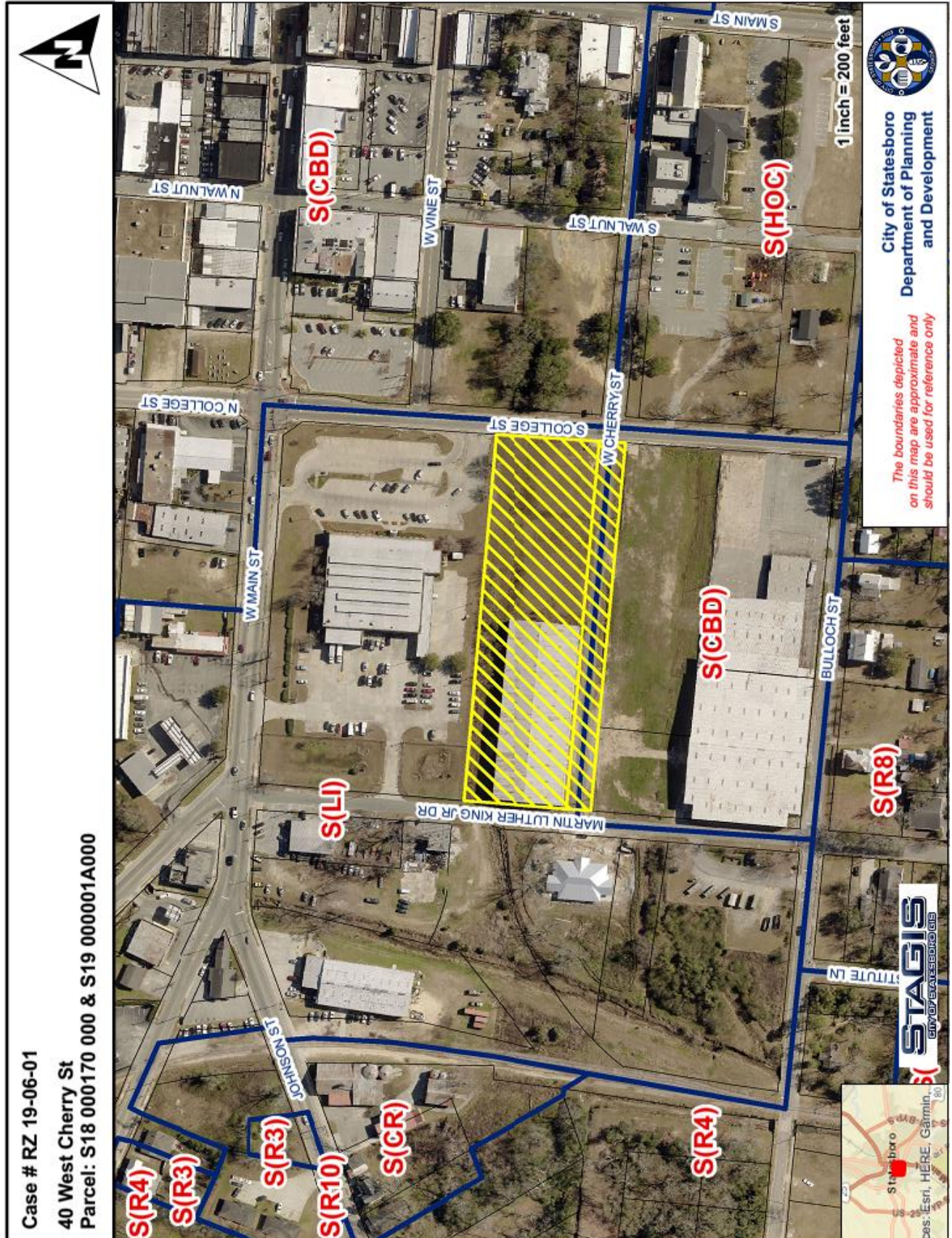


EXHIBIT B: FUTURE DEVELOPMENT MAP

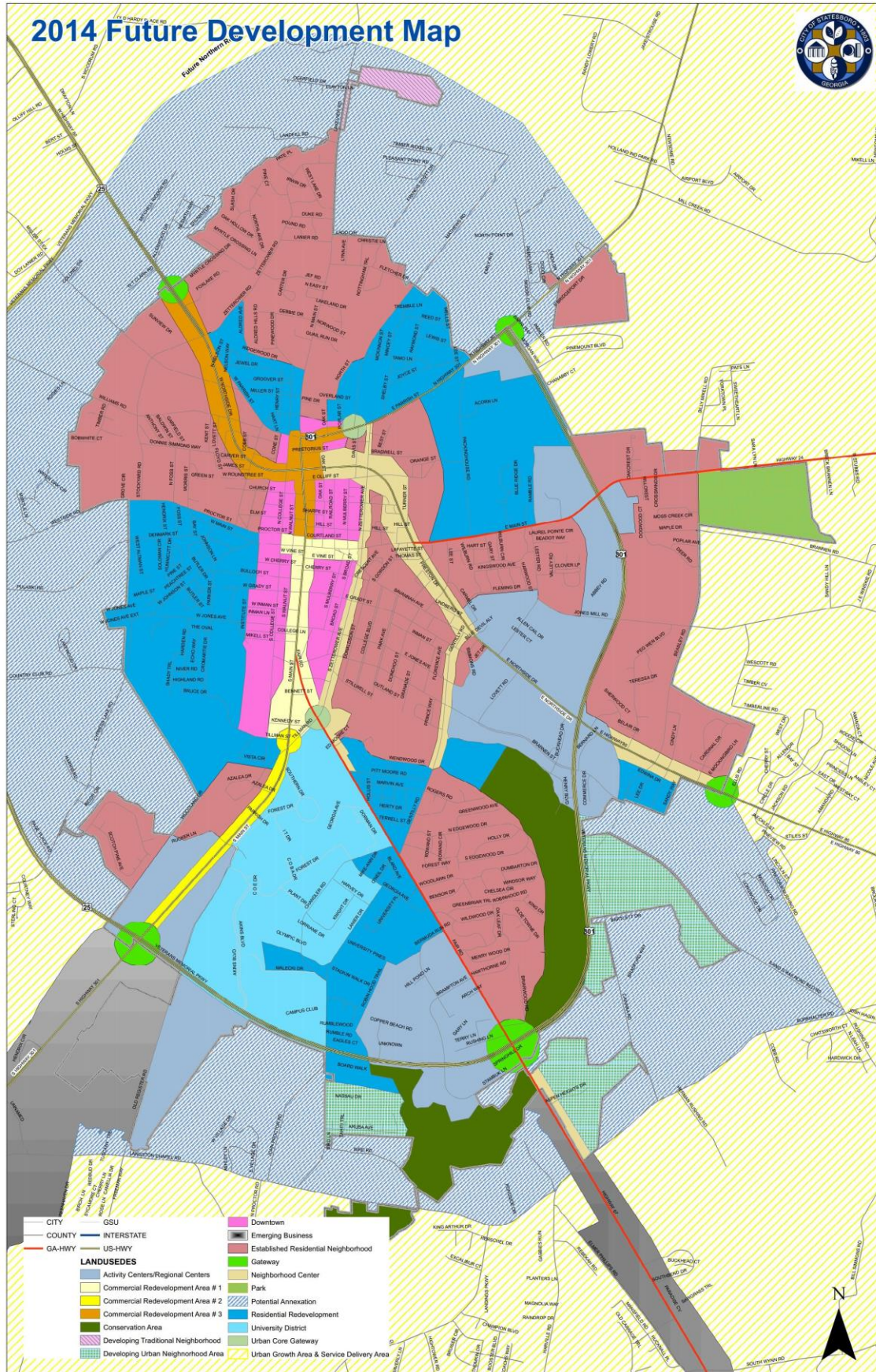


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject site and zoning map amendment RZ 19-06-01, looking west from South College Street.



Picture 2: View of the subject site and recently abandoned Public ROW, West Cherry Street, looking west from South College Street.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 3: View of the adjacent properties to the south of the subject site, currently the West District Development Phase I vacant parcels and the Whitfield Signs Building.



Picture 4: View of the adjacent property to the north of the subject site, currently the US Post Office.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 5: View of the surrounding properties, looking west from the subject site, currently Open Hearts Community Mission.



Picture 6: View of the surrounding properties, looking north along South College Street from the subject site, currently vacant land zoned CBD (Central Business District).



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 7: View of the subject site's western property line boundary, looking north along Martin Luther King Jr. Drive and illustrating the area of the side walk variance being requested under **V 19-06-06**.



Picture 8: View of the surrounding properties, looking south from the West District Development Phase I and the subject site.



EXHIBIT D: ZONING EXHIBIT (dated June 14, 2019)

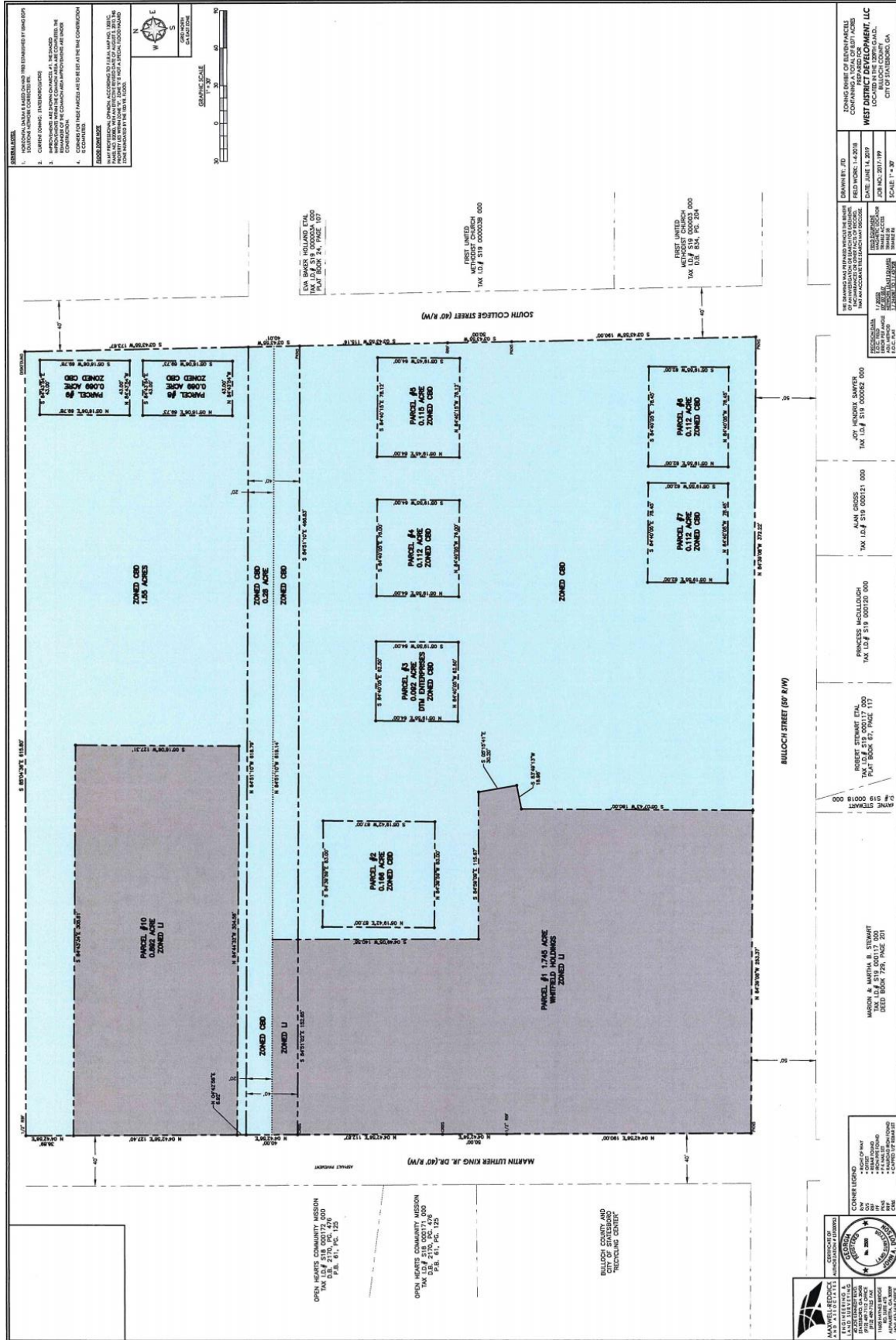
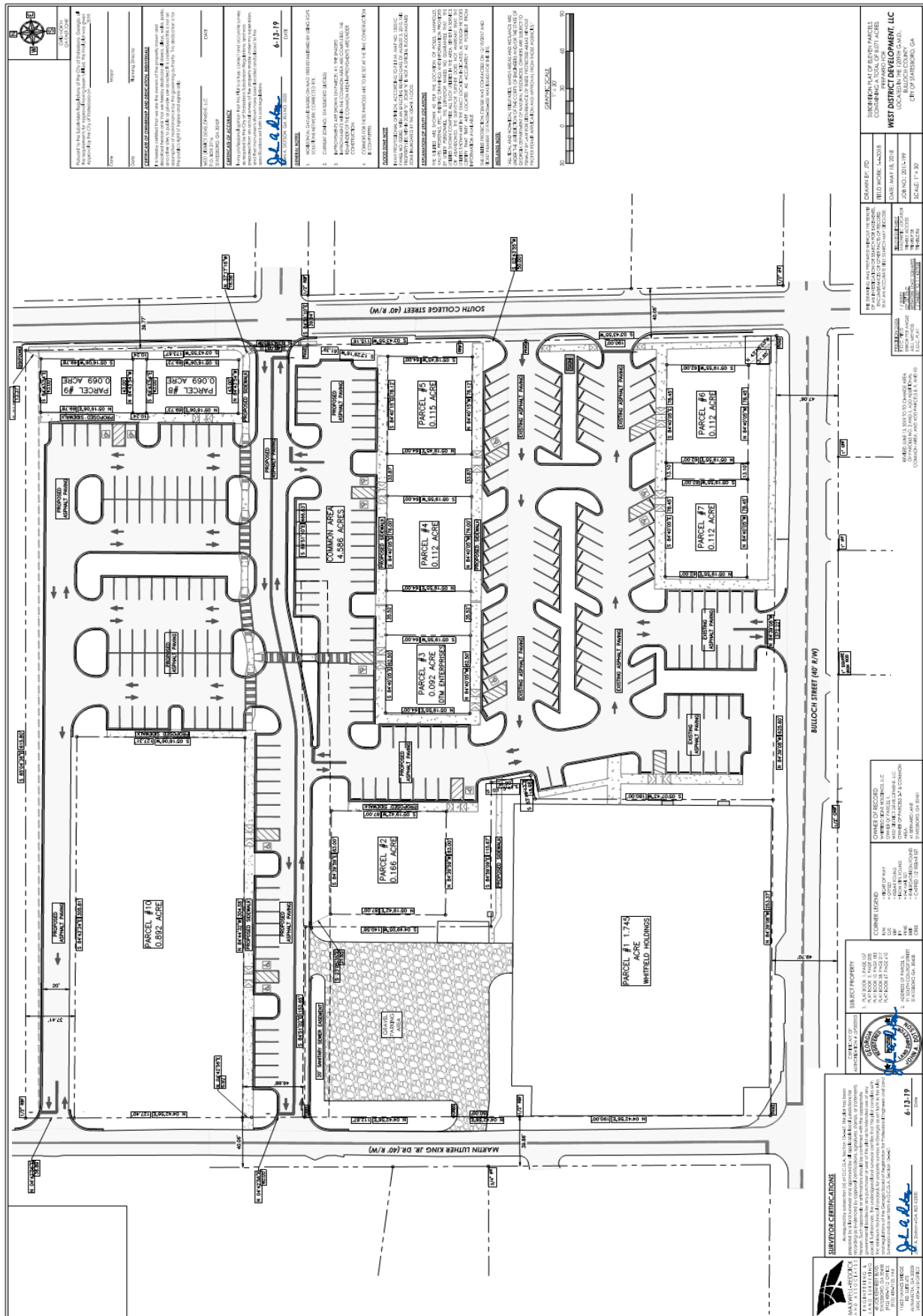


EXHIBIT E: SUBDIVISION PLAT (dated June 13, 2019)



CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Charles W. Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-02 with conditions.

Background: West District Development, LLC requests a variance from Article XII, Section 1213(A) to reduce the required front yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.

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To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-03 with conditions.

Background: West District Development, LLC requests a variance from Article XII, Section 1213(B) to reduce the required left side yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.

CITY OF STATESBORO

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

To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-04 with conditions.

Background: West District Development, LLC requests a variance from Article XII, Section 1213(B) to reduce the required right side yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.

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To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-05 with conditions.

Background: West District Development, LLC requests a variance from Article XII, Section 1213(C) to reduce the required rear yard setback in order to create a zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.

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To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-06 with conditions.

Background: West District Development, LLC requests a variance from Article XXX, Section 3010 regarding the requirement to provide sidewalks along the public right-of-way in the Downtown District for 2.44 acres of property located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.

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From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 19-06-07 with conditions.

Background: West District Development, LLC requests a variance from Article XII, Section 1216 to increase the minimum floor area ratio percentage in order to create zero-lot-line parcel for the redevelopment of an existing warehouse building on 0.892 acres, a portion of a larger 2.44 acre tract located at 40 West Cherry Street (Tax Parcel S18 000170 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07.



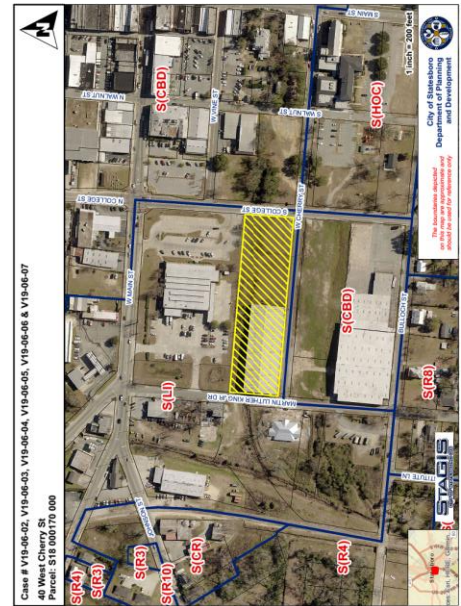
City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07
VARIANCE REQUESTS
THE WEST DISTRICT: 40 WEST CHERRY STREET

LOCATION:	40 West Cherry Street
REQUEST:	Variance from Article XII Section 1213(A) regarding the front yard setback requirement; Variance from Article XII Section 1213(B) regarding the left side yard setback requirement; Variance from Article XII Section 1213(B) regarding the right side yard setback requirement; Variance from Article XII Section 1213(C) regarding the rear yard setback requirement; and Variance from Article XXX, Section 3010 regarding the sidewalk requirement in the Downtown District. Variance from Article XII Section 1216 regarding the floor area ratio requirement.
APPLICANT:	West District Development, LLC
OWNER(S):	West District Development, LLC
ACRES:	0.892 acres, a portion of larger 2.44 acre tract
PARCEL TAX MAP #:	S18 000170 000 (2.44 acres)
COUNCIL DISTRICT:	District 2 (Jones)



PROPOSAL & BACKGROUND:

The applicant is in the process of creating a mixed-use development with offices, retail, residential lofts; and redeveloping the existing warehouse into a mixed-use retail and light industrial complex. The applicant aims to create a zero-lot-line parcel for the existing warehouse; and therefore requests the following six (6) variances: (1) Variance from Article XII Section 1213(A) regarding a reduction in the minimum front yard setback requirements, (2) Variance from Article XII Section 1213(B) regarding a reduction in the minimum left side yard setback requirements, (3) Variance from Article XII Section 1213(B) regarding a reduction in the minimum right side yard setback requirements, (4) Variance from Article XII Section 1213(C) regarding a reduction in the minimum rear yard setback requirements, (5) Variance from Article XXX Section 3010 regarding the requirement to provide sidewalks along the public right-of-way in the Downtown District, and (6) Variance from Article XII Section 1216 regarding an increase in the maximum floor area ratio percentage requirement (see **Exhibit D—Proposed Subdivision Plat**).

ATTACHMENTS: Exhibit A (Location Map), Exhibit B (Future Development Map) Exhibit C (Photos of Subject Site), Exhibit D (Proposed Subdivision Plat)

Development Services Report

Case **V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07**

Specifically of note in **Exhibit D**:

- A. Application **V 19-06-02**, a variance to reduce the **front yard setback of Parcel #10 from 60 feet to 0 feet** in order to create a zero-lot-line parcel, and
- B. Application **V 19-06-03**, a variance to reduce the **left side yard setback of Parcel #10 from 30 feet to 0 feet** in order to create a zero-lot-line parcel, and
- C. Application **V 19-06-02**, a variance to reduce the **right side yard setback of Parcel #10 from 30 feet to 0 feet** in order to create a zero-lot-line parcel, and
- D. Application **V 19-06-02**, a variance to reduce the **rear yard setback of Parcel #10 from 20 feet to 0 feet** in order to create a zero-lot-line parcel, and
- E. Application **V 19-06-06**, a variance from the requirement to provide a sidewalk along the public right-of-way in the Downtown District, and
- F. Application **V 19-06-07**, a variance to increase **the maximum floor area ratio percentage of Parcel #10 from 40% to 100%** in order to create a zero-lot-line parcel.

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	LI (Light Industrial)	US Post Office
SOUTH:	LI (Light Industrial) and CBD (Central Business District)	Whitfield Signs Building and West District Development Phase I
EAST:	CBD (Central Business District)	Vacant Land & Proposed West District Development Phase II
WEST	LI (Light Industrial)	Open Hearts Community Mission & Bulloch County Recycling Center

The subject property is located within the LI (Light Industrial) zoning district. Surrounding properties include the Open Hearts Community Mission, Bulloch County Recycling Center, the United States Post Office, West District Development, the Whitfield Signs Building, and vacant land. (See **Exhibit A** –Location Map, **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>“Urban Core/Downtown”</u>	
<i>Vision</i>	<i>Suggested Development & Implementation Strategies</i>
<p>Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high activity uses.</p>	<ul style="list-style-type: none"> • Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscapes. • There are three former warehouse areas within downtown which offer great opportunity for redevelopment and adaptive reuse. These warehouses could provide the ideal site for locating major employers in the downtown area and introducing more live/work units or loft-style residential units. <p style="text-align: right;"><small><i>Statesboro Comprehensive Master Plan, Community Agenda page 15-16.</i></small></p>

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

- “Mixed use is listed as a preferred development strategy. True mixed use developments place a high priority on scale and design to create places which encourage pedestrian activity through relationships between buildings, interesting streetscapes, and appropriate treatment of parking. Simply placing one use next to another does not constitute mixed use. The components must be evaluated in context with their surroundings for mixed use to be successful.”
- And, “Any new structures should be located on the lot with similar setbacks as surrounding development and designed in a way which complements the existing immediate area.”

Statesboro Comprehensive Master Plan, Community Agenda pages 9-10.

ANALYSIS

- I. **Variance from Article XII Section 1213(A): *Front yard*. There shall be a minimum setback of 60 feet from the street line. This distance may be reduced to 20 feet if no front of structure parking is contemplated, subject to [the] exception hereinafter set forth [in] Section 1214.**

The applicant is requesting a variance from Article XII Section 1213(A) to reduce the **front yard setback of Parcel #10 from 60 feet to 0 feet**. This variance is specifically being requested in order to allow for the redevelopment of an existing warehouse into a mixed-use retail and light industrial complex. The applicant's goal is to create a zero-lot-line, LI (Light Industrial) zoned parcel.

- II. **Variance from Article XII Section 1213(B): *Side yards*. There shall be two side yards, one on each side of the building, together having an aggregate width of not less than 60 feet, but neither having a width of [less than] 15 feet.**

The applicant is requesting a variance from Article XII Section 1213(B) to reduce the **left side yard setback of Parcel #10 from 30 feet to 0 feet**. This variance is specifically being requested in order to allow for the redevelopment of an existing warehouse into a mixed-use retail and light industrial complex. The applicant's goal is to create a zero-lot-line, LI (Light Industrial) zoned parcel.

- III. **Variance from Article XII Section 1213(B): *Side yards*. There shall be two side yards, one on each side of the building, together having an aggregate width of not less than 60 feet, but neither having a width of [less than] 15 feet.**

The applicant is requesting a variance from Article XII Section 1213(B) to reduce the **right side yard setback of Parcel #10 from 30 feet to 0 feet**. This variance is specifically being requested in order to allow for the redevelopment of an existing warehouse into a mixed-use retail and light industrial complex. The applicant's goal is to create a zero-lot-line, LI (Light Industrial) zoned parcel.

- IV. **Variance from Article XII Section 1213(C): *Rear yard*. The required minimum depth of a rear yard shall be 20 feet. Subject to [the] exception hereinafter set forth in section 1214.**

The applicant is requesting a variance from Article XII Section 1213(C) to reduce the **rear yard setback of Parcel #10 from 20 feet to 0 feet**. This variance is specifically being requested in order to allow for the redevelopment of an existing warehouse into a mixed-use retail and light industrial complex. The applicant's goal is to create a zero-lot-line, LI (Light Industrial) zoned parcel.

- V. **Variance from Article XXX Section 3010 (A): *Sidewalks and pedestrian areas shall be provided along the public right-of-way for each property.***

The applicant is requesting a variance from Article XXX Section 3010 (A) to remove the requirement that sidewalks and pedestrian areas be provided along the public rights-of-way for each property in the downtown district. Due to the subject site's physical characteristics in the area along Martin Luther King Jr Drive, the placement of a sidewalk and/or pedestrian areas along this public ROW would not be feasible (see **Exhibit C**—Photos of Subject Site).

VI. **Variance from Article XII Section 1216: Floor Area Ratio.** The total floor area of principal and accessory buildings shall not exceed 40 percent of the lot area.

The applicant is requesting a variance from Article XII Section 1216 to increase the **maximum floor area ratio percentage of Parcel #10 from 40% to 100%**. This variance is specifically being requested in order to allow for the redevelopment of an existing warehouse into a mixed-use retail and light industrial complex. The applicant's goal is create a zero-lot-line, LI (Light Industrial) zoned parcel (see **Exhibit D—Proposed Subdivision Plat**).

ANALYSIS (CONT'D)

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."

Section 1801 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;**
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

In the course of exercising any of the above powers, the zoning board of appeals may attach conditions to its approval.

RECOMMENDATION:

STAFF RECOMMENDATION:

Staff recommends approval of the variances requested by **V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07** with conditions.

PLANNING COMMISSION RECOMMENDATION:

At the regularly scheduled meeting held on July 2, 2019 at 5:00 PM, the Planning Commission voted 4-0 to recommend the approval of **V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, V 19-06-06, & V 19-06-07** with the following staff condition(s):

- (1) Staff approval of the West District Development's subdivision plat dated June 13, 2019.
- (2) Approval of these variances does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.

EXHIBIT A: LOCATION MAP



Case # V19-06-02, V19-06-03, V19-06-04, V19-06-05, V19-06-06 & V19-06-07
 40 West Cherry St
 Parcel: S18 000170 000

EXHIBIT B: FUTURE DEVELOPMENT MAP

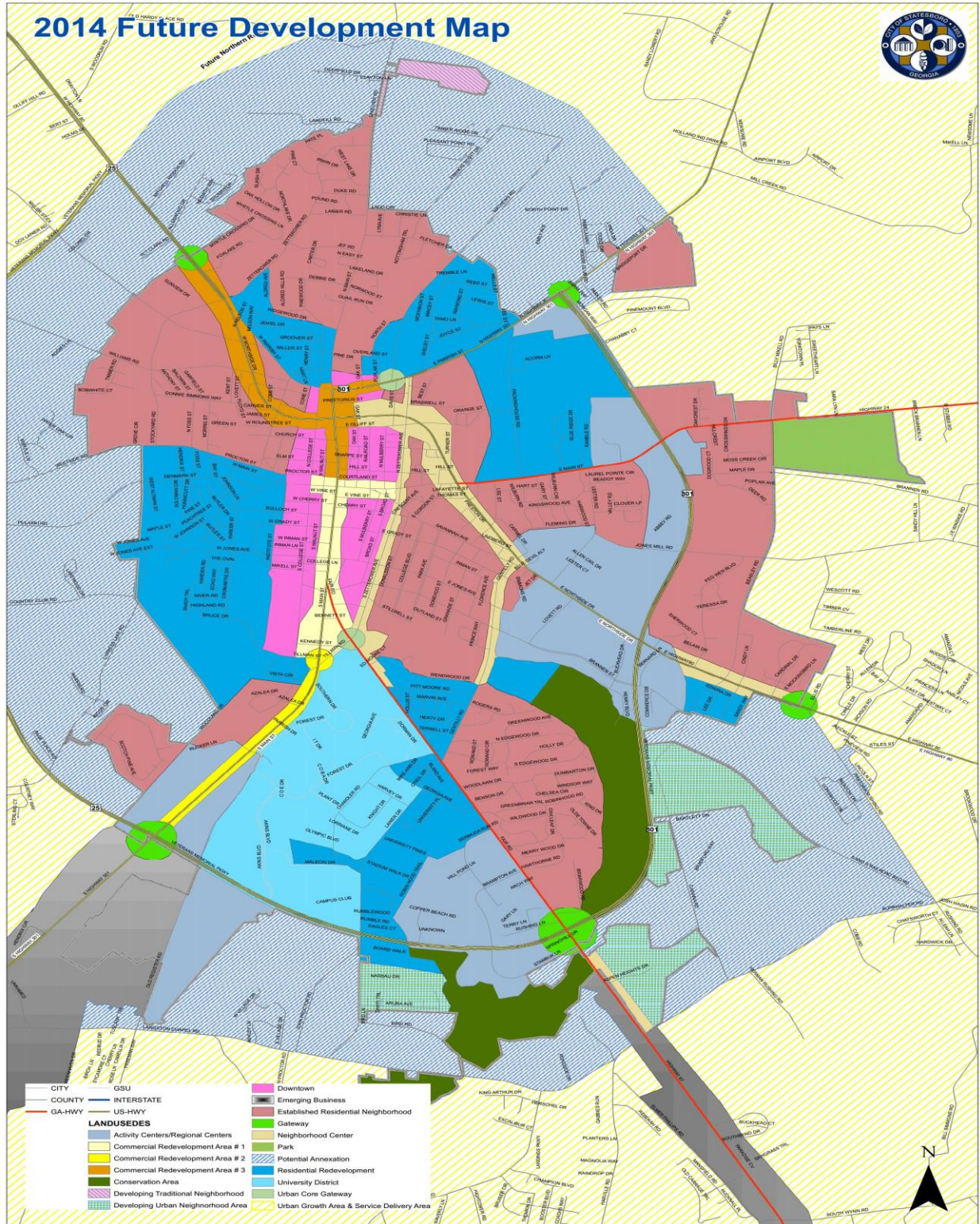


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject site and V 19-06-02, V 19-06-03, V 19-06-04, V 19-06-05, & V 19-06-07 looking west from South College Street.



Picture 2: View of the subject site and recently abandoned Public ROW, West Cherry Street, looking west from South College Street.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 3: View of the adjacent properties to the south of the subject site, currently the West District Development Phase I vacant parcels and the Whitfield Signs Building.



Picture 4: View of the adjacent property to the north of the subject site, currently the US Post Office.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 5: View of the surrounding properties, looking west from the subject site, currently Open Hearts Community Mission.



Picture 6: View of the surrounding properties, looking north on South College Street from the subject site, currently vacant land zoned CBD (Central Business District).



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

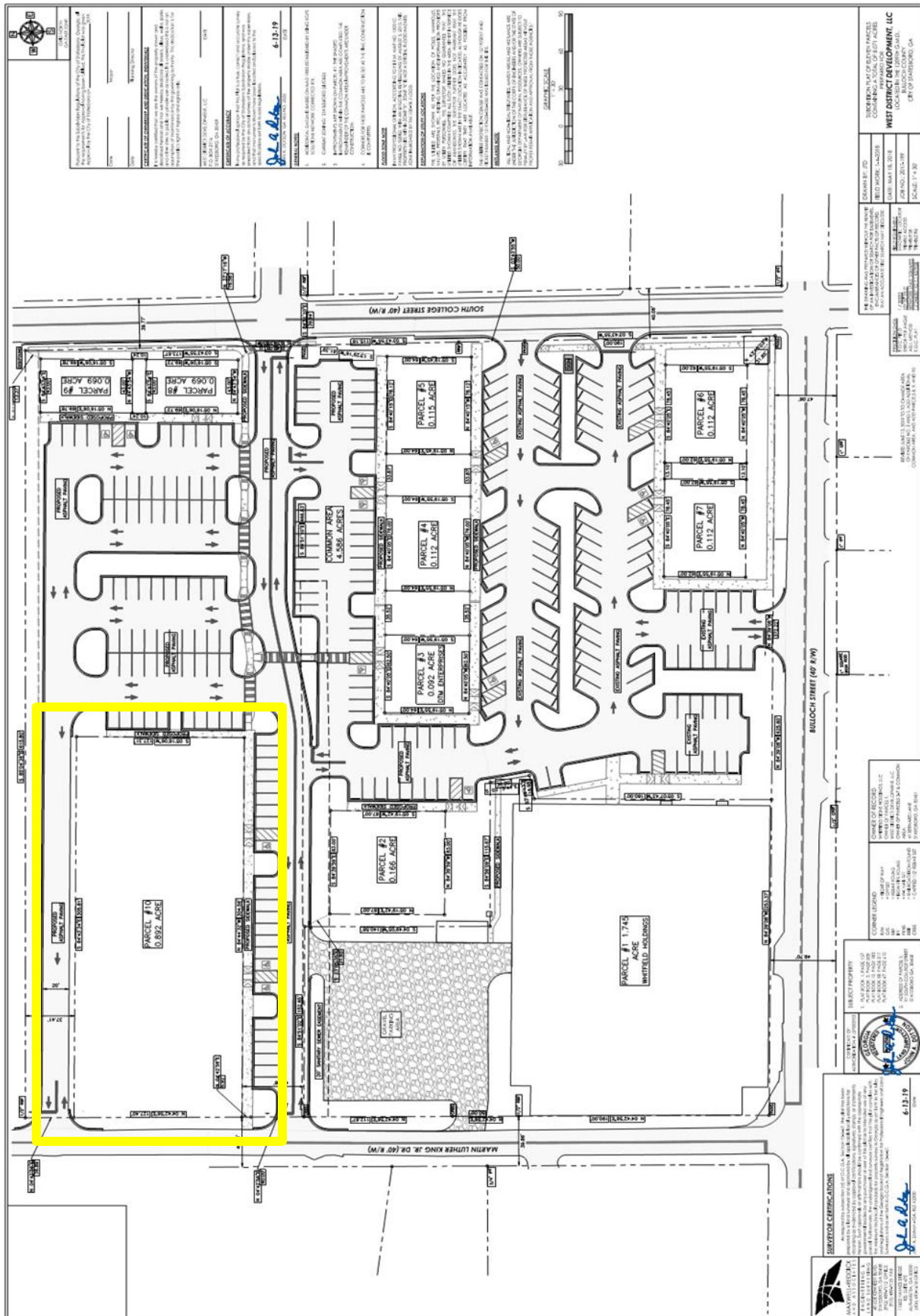
Picture 7: View of the subject site's western property line boundary, looking north along Martin Luther King Jr. Drive and illustrating the area of the side walk variance being requested under **V 19-06-06**.



Picture 8: View of the surrounding properties, looking south from the West District Development Phase I and the subject site.



EXHIBIT D: Proposed Subdivision Plat (dated June 13, 2019)



CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Charles W. Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Central Business District Plan Review*

Recommendation: Staff recommends approval of the Central Business District Plan Review requested by application CBD 19-06-08 with conditions.

Background: West District Development, LLC requests approval of the proposed site plans submitted for a proposed combination of parcels totaling 5.52 acres of property located at South College Street, 40 West Cherry Street and West Cherry Street, which is located in the Central Business District (CBD). Per Article VIII, Section 803, development in the CBD zoning district requires a recommendation from City Council to affirm that the plans will keep in mind the integrity and harmony of the Central Business District (Tax Parcels S19 000001 000, S18 000170 000, and S19 000001 A000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report CBD 19-06-08.



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

CBD 19-06-08 CBD PLAN REVIEW THE WEST DISTRICT PHASE I & II – SOUTH COLLEGE STREET	
LOCATION:	South College Street (West District Development)
REQUEST:	CBD site plan approval for West District Phase II and to alter a previously approved site plan per the requirements of Article VIII: Central Business District (CBD), Section 803: Requirements.
APPLICANT:	West District Development, LLC
OWNER(S):	West District Development, LLC
ACRES:	5.45 acres (combined)
PARCEL TAX MAP #:	<u>CBD ZONED AREAS</u> S19 000001A 000 (0.50 acres) S19 000001 000 (3.40 acres) S18 000170 000 (1.55 acres)
COUNCIL DISTRICT:	District 2 (Jones)

PROPOSAL:

The applicant is requesting CBD approval of the proposed site plans submitted for a proposed combination of parcels totaling 5.45 acres of property located at South College Street, West Cherry Street, and 40 West Cherry Street, which is located in the Central Business District (CBD). Per Article VIII, Section 803, development in the CBD zoning district requires a recommendation from City Council to affirm that the plans will keep in mind the integrity and harmony of the Central Business District. The Whitfield Signs building and the existing warehouse located at 40 West Cherry Street will remain zoned LI (Light Industrial).

BACKGROUND:

The applicant is in the process of creating a mixed-use development with offices, retail/commercial space, light industrial uses, and residential lofts. Therefore, the applicant requests CBD approval of the proposed site plan and in order to revise a previously approved site plan dated May 18, 2018, then revised April 10, 2019 for this combination of parcels, which is considered the West District Development (see **Exhibit D—** Proposed Subdivision Plat and **Exhibit E –** previously approved site plan dated May 18, 2018 and revised April 10, 2019).

Specifically of note in **Exhibit D:**

- A. The site plan dated May 18, 2018, which was approved by Council on May 21, 2019 under the zoning map amendment and central business district plan review, **RZ 19-04-04 & CBD 19-04-05**, respectively. Under **CBD 19-06-08**, the applicant has requested the following revisions to the previously approved site plan:
 - (1) A decrease in the size of Parcel #5 by approx. 2,004 sq. ft. from the previously approved site plan.
 - (2) An increase in the size of Parcel #2 by approx. 21 sq. ft. from the previously approved site plan.
 - (3) CBD zoned portions of the West District Development Phase II have now been incorporated into the overall site plan, thus enlarging the total number of acres of the subject site plan.

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	LI (Light Industrial)	United States Post Office
SOUTH:	R-8 (Single Family Residential), CR (Commercial Retail)	Single family homes, Professional and Business Offices
EAST:	HOC (Highway Oriented Commercial) & CBD (Central Business District)	Religious Facilities & Vacant Land
WEST	LI (Light Industrial)	Non-profit organization; Municipal, county, state, or federal use

The subject property is located within the CBD (Central Business District). Surrounding properties include the Open Hearts Community Mission, the Whitfield Signs Building, US Post Office, vacant West District lots, single family residential uses, Bulloch County Recycling Center and a recreational area for a nearby religious facility. (See **Exhibit A** –Location Map, **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>"Urban Core/Downtown"</u>	
<i>Vision</i>	<i>Suggested Development & Implementation Strategies</i>
<p>Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the Urban Core, traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high activity uses.</p>	<ul style="list-style-type: none"> • New developments that contain a mix of residential, commercial and/or community facilities at small enough scale and proximity to encourage walking between destinations. • Encourage mixed-use infill and redevelopment. Uses should typically transition across the rear of properties instead of across the street to soften the transition and maintain appropriate streetscape. • Redevelop warehouses for major employer/tenant to build critical mass downtown. <p style="text-align: right;"><small><i>Statesboro Comprehensive Master Plan, Community Agenda page 15-16.</i></small></p>

Per Article VIII: Central Business District (CBD), Section 800: Declaration of legislative intent:

"It shall be the purpose of the CBD district to provide for the orderly development of a major business and commerce area of the City of Statesboro in accordance with the objectives, policies and proposals of the future land use plan of the city. The logical and timely development of land for business purposes is herein a stated purpose of this district. The district proposes to permit a uniformity of design to ensure the orderly arrangement of buildings, land uses and parking areas, and all construction hereafter proposed for this area shall be related to this objective. The architectural and design arrangement of buildings are encouraged to conform to the general character and plans of the central business district".

ANALYSIS

- I. **CBD Plan Review (site plan revision):** Section 803 states that “a site plan and architectural drawings are required prior to issuance of a building permit. The planning commission shall review these plans and drawings and submit their findings and recommendations to the building inspector and city council prior to the issuance of the building permit. The drawings shall keep in mind the integrity and harmony of the central business district as designated in the future land use plan and other related studies.

The applicant has submitted for consideration a revised site plan that shows a smaller parcel (78.12' x 64' sq. ft.) in the central portion of the mixed-use development (specifically Parcel #5), where the site plan approved in the City Council decision of May 21, 2019 showed a larger parcel at 103' x 68' Sq. Ft.

Additionally, the applicant has submitted for consideration additional site plan revisions that show a larger parcel (87' x 83' sq. ft.) in the central portion of the mixed-use development and adjacent to the Whitfield Signs Building (specifically Parcel #2), where the site plan approved in the City Council decision of May 21, 2019 showed a smaller parcel at 100' x 72' (See – **Exhibit E** – previously approved site plan dated May 18, 2018 and revised April 10, 2019).

Lastly, the applicant has submitted for consideration a revised site plan that shows additional acreage (2.722 acres) and three new proposed parcels – Parcel #8 consisting of 0.069 acres, Parcel #9 consisting of 0.069 acres, and Parcel #10 consisting of 0.892 acres. Parcel #8 and #9 are zoned CBD (Central Business District). Parcel #10 remained zoned as LI (Light Industrial). The additional acreage and new proposed parcels are considered Phase II of the West District Development. As stated in the letter to the applicant containing the conditions of the approval, any alterations to the approved site plan would require a new recommendation from the Planning Commission and approval from City Council (See **Exhibit H** – Judgment Letter dated May 22, 2019).

Per Article VIII, Section 803, the planning commission shall review these plans and drawings and submit their findings and recommendations to the building inspector and city council prior to the issuance of the building permit.

Although this request is not a zoning map amendment, the following should still be considered in light of the applicant's request – Section 2007 of the *Statesboro Zoning Ordinance* provides **eight (8) standards** for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment, in “**balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.**” Those standards are as follows:

(1) Existing uses and zoning or (of) property nearby

- a. Existing uses and zoning of nearby property varies. **The surrounding lots are zoned LI (Light Industrial), R-8 (Single Family Residential), HOC (Highway Oriented Commercial), CR (Commercial Retail), and Central Business District (CBD)**, and are occupied by residential structures, Whitfield Signs Building, US Post Office, Open Hearts Community Mission, Vacant Land, Bulloch County Recycling Center, and a religious facility's recreational area.

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

- a. The proposed use is not expected to have an adverse effect on property values in the area given the surrounding uses. Please note that staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on property value.

(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.

-
- (4) **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
- a. This request would provide the applicant an opportunity to serve community members while contributing with a mixed-use development as encouraged by the *Statesboro Comprehensive Plan*.
- (5) **The suitability of the subject property for the zoned purposes.**
- (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.**
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas; and**
- a. Impacts on local traffic patterns should be considered.
- b. Positive impact on the existing and future land use patterns as the proposed use is compatible with the surrounding area as well as consistent with the 2014 Future Development Map and *Statesboro Comprehensive Plan*.
- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
- a. Use of the property as a mixed-use development is consistent with the vision and guiding principles of the “Urban Core/Downtown” character area as articulated within the *Statesboro Comprehensive Plan* which promotes mixed-use development.

RECOMMENDATION

STAFF RECOMMENDATION:

Staff recommends approval of the zoning map amendment requested by **CBD 19-06-08** with conditions.

- (1) Staff approval of CBD site plan/subdivision plat dated June 13, 2019.
- (2) CBD plan approval does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.

PLANNING COMMISSION RECOMMENDATION:

At the regularly scheduled meeting held on July 2, 2019 at 5:00 PM, the Planning Commission voted 4-0 to recommend the approval of **CBD 19-06-08** with the following staff condition(s):

- (1) Staff approval of CBD site plan/subdivision plat dated June 13, 2019.
- (2) CBD plan approval does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.

ATTACHMENTS: **Exhibit A** (Location Map), **Exhibit B** (Future Development Map) **Exhibit C** (Photos of Subject Site), **Exhibit D** (Proposed Subdivision Plat), **Exhibit E** (Previously approved site plan dated May 18, 2018 and revised April 10, 2019), **Exhibit F** (Previously approved site plan dated January 23, 2018), **Exhibit G** (Previously approved site plan dated August 11, 2017), **Exhibit H** (RZ 19-04-04 & CBD 19-04-05 Judgment Letter dated May 22, 2019).

EXHIBIT A: LOCATION MAP

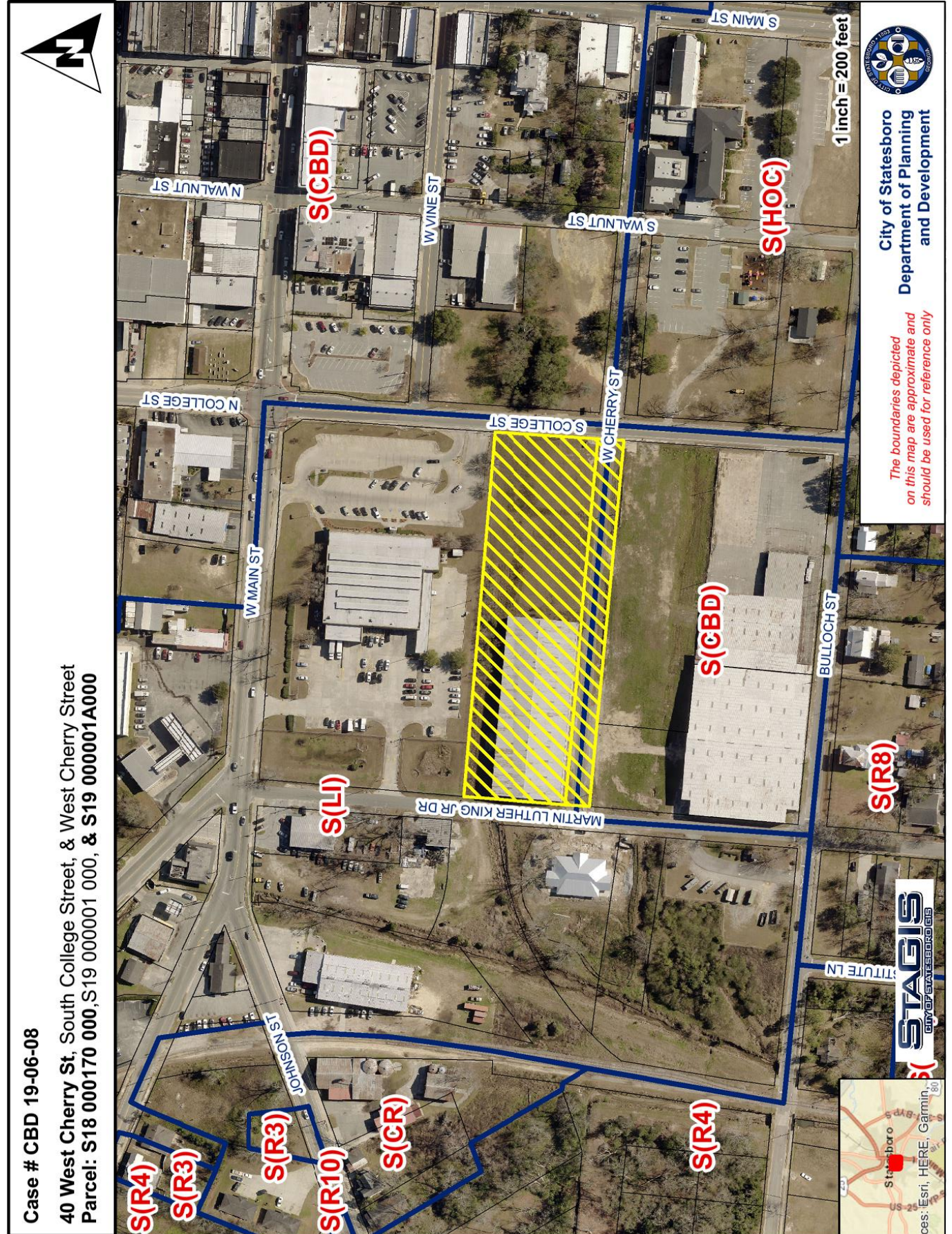


EXHIBIT B: FUTURE DEVELOPMENT MAP

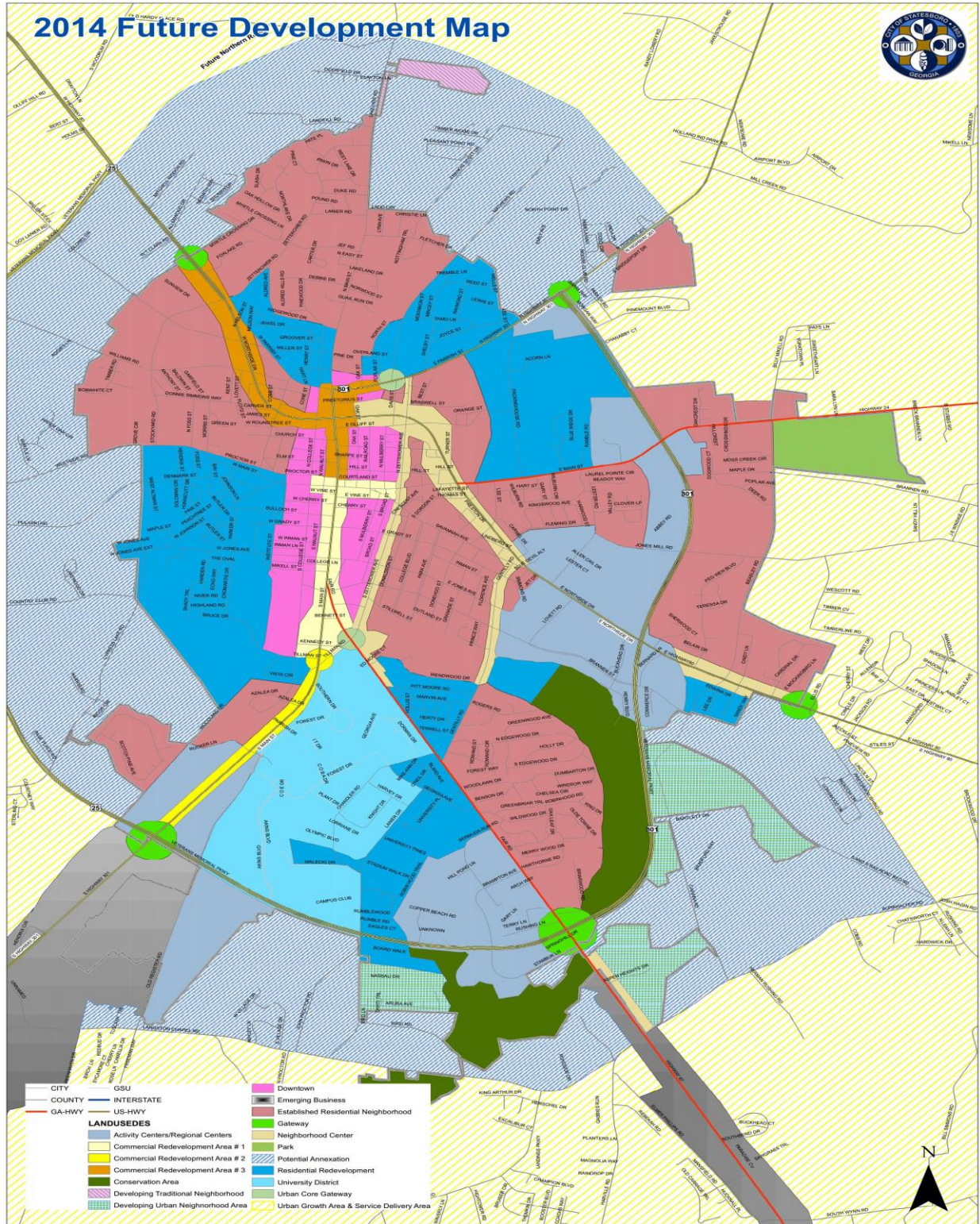


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject site and zoning map amendment **CBD 19-06-08**, looking west from South College St.



Picture 2: View of the subject site and recently abandoned Public ROW, West Cherry Street, looking west from South College Street.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 3: Panoramic view of the West District Development site and Whitfield Signs Building, looking north from South College Street.



Picture 4: View of the West District Development site and Whitfield Signs Building, looking west from South College Street.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 5: View of the adjacent property, looking south from the West District Development and subject site, currently the US Post Office.



Picture 6: View of the surrounding properties, looking south from the West District Development and subject site.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 7: View of the surrounding properties, looking northwest from the West District Development and subject site.



Picture 8: View of the proposed development site and location of site plan requesting approval under **CBD 19-06-08**, looking southwest from the boundary of the West District Development and subject site.



EXHIBIT D: PROPOSED SITE PLAN/SUBDIVISION PLAT (DATED JUNE 13, 2019) CBD 19-06-08 Highlighted

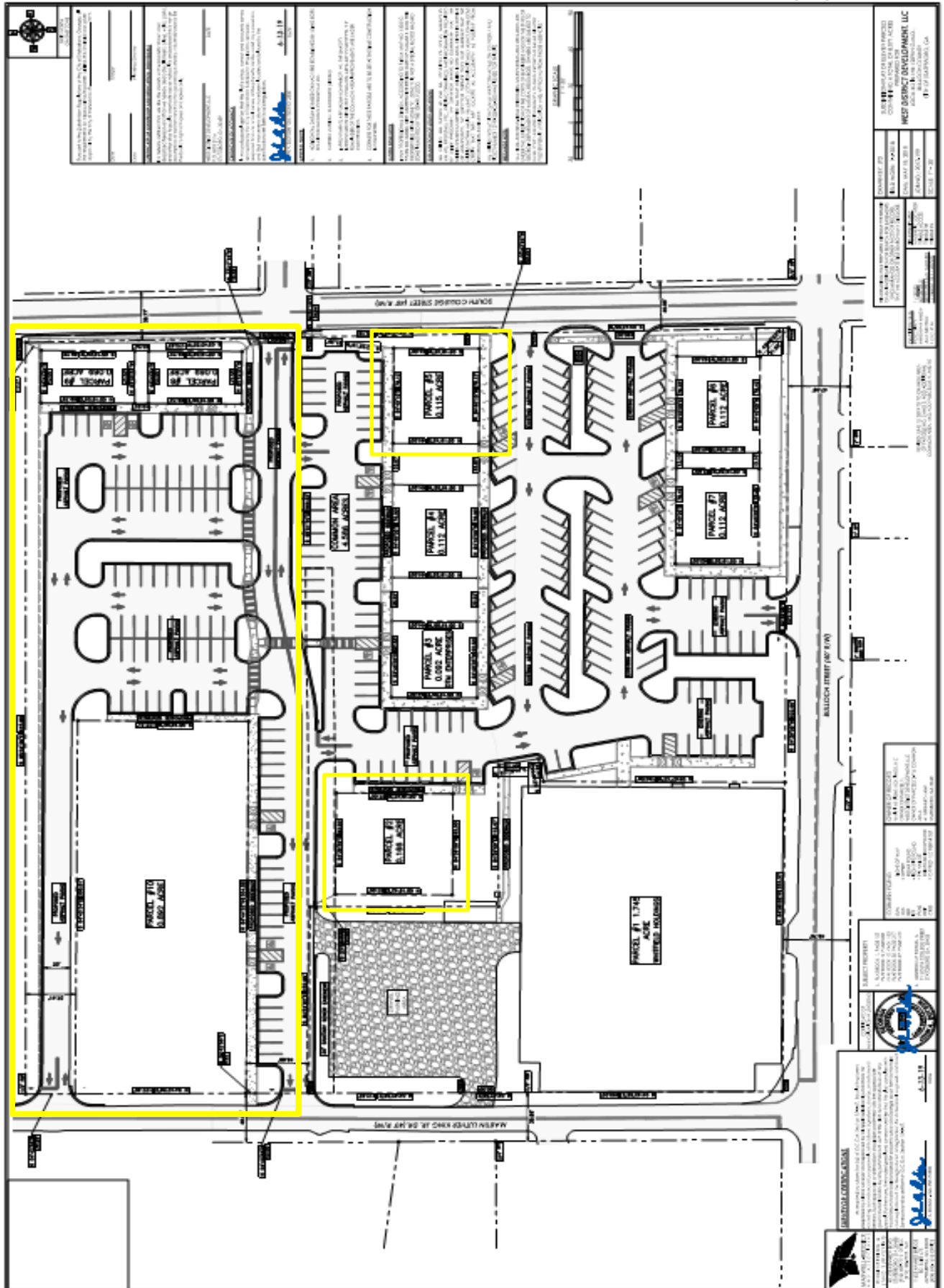
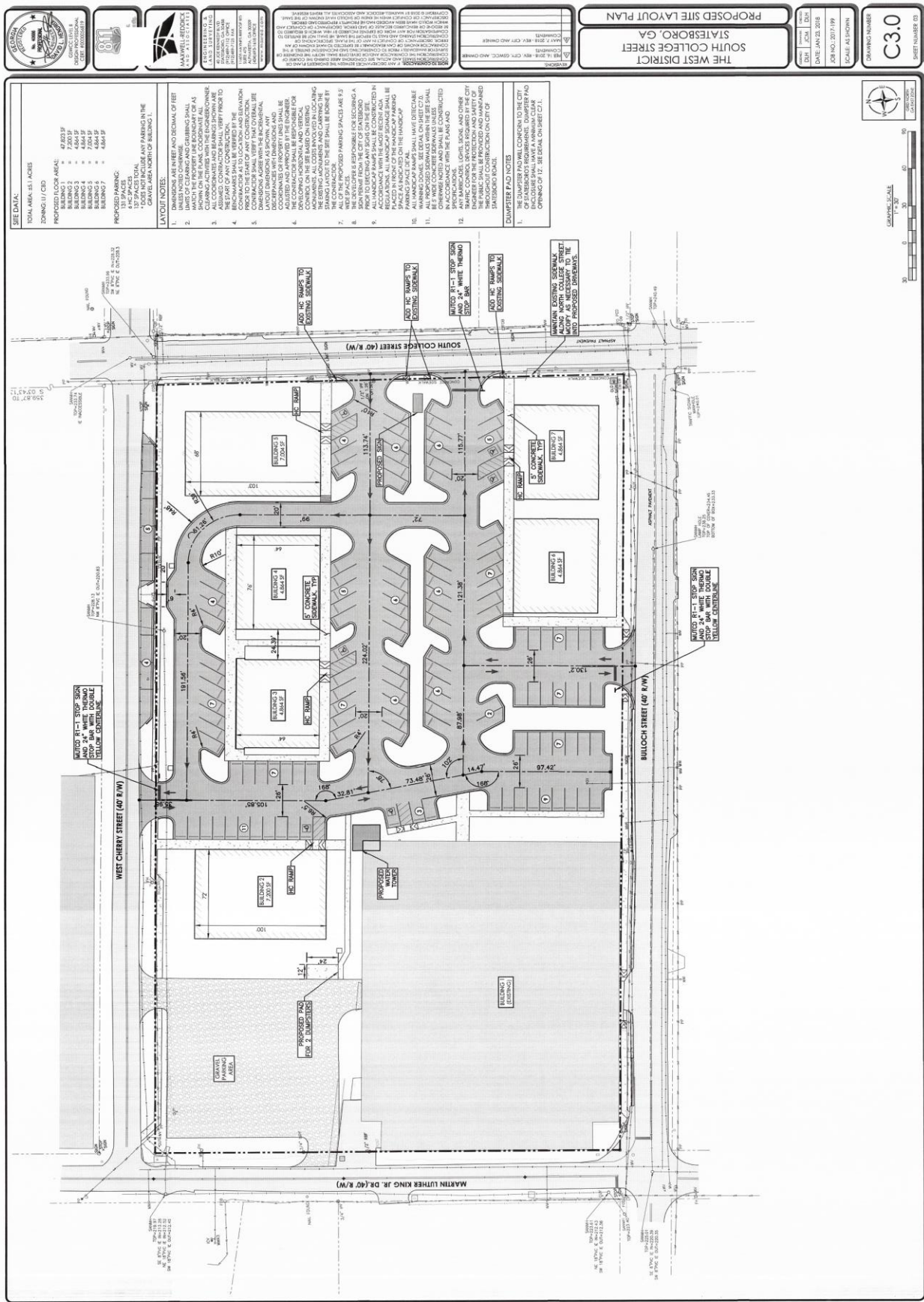


EXHIBIT F: PREVIOUSLY APPROVED SITE PLAN (Dated January 23, 2018)



CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

May 22, 2019

Brian Kent
BAK Builders, LLC
P.O. Box #2115
Statesboro, GA 30459

RE: **APPLICATION # RZ 19-04-04, APPLICATION # CBD 19-04-05: ZONING MAP AMENDMENT REQUEST & CBD PLAN REVIEW (87 SOUTH COLLEGE ST)**

Dear Mr. Kent:

At its regularly scheduled meeting, held Tuesday, May 21, 2019 at 5:30 PM, the Statesboro City Council **approved** the following requests with conditions:

APPLICATION RZ 19-04-04: West District Development, LLC requests a zoning map amendment in order to revise a previously approved site plan for a combination of parcels, dated August 11, 2017, and revised dated January 23, 2018, addressed 91 South College Street and South College Street (Tax Parcels S19 000002 000 & S19 000001 000).

APPLICATION CBD 19-04-05: West District Development, LLC requests approval of the proposed architectural plans submitted for 0.112 acres of property located 87 South College Street, which is located in the Central Business District (CBD). Per Article VIII, Section 803, development in the CBD zoning district requires a recommendation from City Council to affirm that the plans will keep in mind the integrity and harmony of the Central Business District (Tax Parcels S19 000002 000).

Conditions:

1. Staff approval of the CBD site plan dated April 10, 2019.
2. Approval of this zoning map amendment does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.
3. Staff approval of the architectural plans and elevations dated May 1, 2019.
4. As shown on the revised architectural plans dated May 1, 2019, all exterior metal clad windows will be required to adhere to a grid design (two over two vertical style). The aluminum window with wood veneer will not need to meet the design requirements of the other windows.

EXHIBIT H: APPLICANT JUDGMENT LETTER (Dated May 22, 2019) CONTINUED



CITY OF STATESBORO
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STATESBORO, GEORGIA 30459-0348

Please be advised that the approval of amendment to the CBD permits the use of the property pursuant to the CBD (Central Business District) zoning district regulations found in the *Statesboro Zoning Ordinance*. Any development of the property must first be properly reviewed and permitted by the City of Statesboro.

CBD plan approval requested in the application does not confer right to develop the site in a manner that may ultimately conflict with other provisions of the *Statesboro Zoning Ordinance* or other applicable chapters of City code. Additionally, all color selections, building materials, roofing materials, etc. must be submitted and approved prior to the issuance of a building permit, per Article XXX of the *Statesboro Zoning Ordinance*.

Should you have any questions, please do not hesitate to contact me at 912-764-0630 or by email at owen.dundee@statesboroga.gov.

Sincerely,

Owen D. Dundee

Owen Dundee
City Planner II

cc: Planning Commission Members via email
Frank Neal, Interim Assistant City Manager via email
Justin Williams, City Planner I via email
Jason Boyles, Interim Assistant City Manager via email
Justin Daniel, GIS Technician via email
Tim Grams, Fire Chief via email
Marcos Trejo, Interim City Engineer via email

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Charles W. Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Charles W. Penny, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: July 9, 2019

RE: July 16, 2019 City Council Agenda Items

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

Recommendation: Staff recommends approval of the zoning map amendment requested by application RZ 19-06-09 with conditions.

Background: Continental Road, LLC requests a zoning map amendment of 4.74 acres, a portion of a larger 33.35+/- acre tract located at 7130 Veterans Memorial Parkway from the CR (Commercial Retail) zoning district to the HOC (Highway Oriented Commercial) zoning district to allow for the construction of a car dealership (Tax Parcel MS42 000007 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report RZ 19-06-09.



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

RZ 19-06-09
ZONING MAP AMENDMENT REQUEST
7130 VETERANS MEMORIAL PARKWAY

LOCATION:	7130 Veterans Memorial Parkway	<div style="font-size: small;">Case # RZ19-06-09 7130 Veterans Memorials Parkway Parcel: MS42000007 000</div>
REQUEST:	Zoning map amendment from CR (Commercial Retail) to HOC (Highway Oriented Commercial).	
APPLICANT:	Continental Road, LLC	
OWNER(S):	Continental Road, LLC	
ACRES:	4.74 +/- acres, a portion of a larger 33.35 acre tract	
PARCEL TAX MAP #:	MS42 000007 000	
COUNCIL DISTRICT:	District 2 (Jones) - Projected	

PROPOSAL:

The applicant requests a zoning map amendment from the CR (Commercial Retail) zoning district to the HOC (Highway Oriented Commercial) zoning district in order to allow for the construction of an automotive dealership, which is not an allowed use in the existing zoning designation. **See Exhibit D** – Proposed Zoning Exhibit dated June 6, 2019.

BACKGROUND:

The parcel is currently undeveloped land. In April 2019, the City previously received an annexation and zoning map amendment application (AN 19-04-02 & RZ 19-04-03) to annex and rezone 33.35+/- acres; 20.33+/- acres was proposed to be zoned CR (Commercial Retail) District, 10.31+/- acres to be zoned R-4 (High Density Residential), and the remaining 2.76 acres proposed to be public right-of-way area. In May 2019, the city approved the annexation and zoning map amendment request under Ordinance #2019-07. **See Exhibit E** – Previously Approved Annexation and Zoning Exhibit dated April 2, 2019.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	CR (Commercial Retail)	Vacant/undeveloped land (proposed Lot #7)
SOUTH:	HC (Highway Commercial – Bulloch County)	Vacant/undeveloped land
WEST:	CR (Commercial Retail)	Vacant/undeveloped land (proposed Lot #1 and the Stormwater Mgmt Area)
EAST:	HOC (Highway Oriented Commercial) & CR (Commercial Retail)	JC Lewis Ford Lincoln of Statesboro and vacant/undeveloped land (proposed lot #4 and #5)

The subject property is located within the CR (Commercial Retail) district, has significant frontage on Veterans Memorial Parkway, and lies adjacent to several proposed undeveloped lots. Surrounding parcels include vacant/undeveloped land and the JC Lewis Lincoln Dealership (See **Exhibit A** – Location Map, **Exhibit B** – Future Development Map, & **Exhibit C** – Photos of Subject Site).

ATTACHMENTS: **Exhibit A** (Location Map), **Exhibit B** (Future Development Map), **Exhibit C** (Photos of Subject Site), **Exhibit D** (Zoning Exhibit), **Exhibit E** (Previously approved zoning exhibit)

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>“Potential Annexation”</u>	
Narrative:	The future annexation area illustrated on the map located southeast of the city is currently a “Capital Cost Recovery Area.” This allows the City to provide water and sewer infrastructure and indicates the County will support future annexation this area subject to the adopted intergovernmental agreement. It is anticipated that additional annexations within this area will occur in the coming years.
General Strategies:	<p>The City and County should continue to review and amend their intergovernmental agreements to include clear direction of the type of development intended, identification of major thoroughfares, and adoption of policies and/or ordinance amendments needed to address design features, especially as related to facilities such as the S&S Greenway. It is anticipated that the City of Statesboro will annex additional properties within the timeframe addressed by this plan. This plan recommends the establishment of an annexation policy which would guide these decisions based upon pre-determined criteria and requirements. A component of the annexation policy should be to identify the appropriate character area for the newly annexed property. Generally, the proposed character area should be consistent with the character area of the adjacent properties. However, this should be determined on an individual basis per annexation and viewed in light of how the annexation will impact the character of the City as a whole.</p> <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Future Development Map & Narrative, page 10.</i></p>

The subject area is also adjacent to the “Activity Centers/Regional Centers” character area.

<u>“Activity Centers/Regional Centers”</u>	
Vision:	Suggested Development & Implementation Strategy:
<p>Currently dominated by auto-oriented design and large surface parking lots, the Activity Centers will evolve into pedestrian-oriented shopping, office, and entertainment places that may also accommodate high-density residential development. Where excess parking is located, infill development can break up large surface lots. Tree plantings and landscaping will be generous to soften the development intensity in these areas. Access to these activity centers will be easily achieved for pedestrians, cyclists, and drivers alike.</p>	<ul style="list-style-type: none"> • Appropriate land uses include: (1) Small, mid-size, and regional retail and commercial, including big box stores; (2) Entertainment; (3) Employment Centers. • Infill and redevelopment in these areas should occur according to a master plan that allows for mixed uses, transportation choices and urban design that mitigates the appearance of auto-dependence. <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Future, page 25-26</i></p>

Per the 2014 update to the *City of Statesboro Comprehensive Master Plan* and the *Future Development Map Narrative*:

“Mixed use is listed as a preferred development strategy. True mixed use developments place a high priority on scale and design to create places which encourage pedestrian activity through relationships between buildings, interesting streetscapes, and appropriate treatment of parking. Simply placing one use next to another does not constitute mixed use. The components must be evaluated in context with their surroundings for mixed use to be successful”.

Statesboro Comprehensive Master Plan, Future Development Map & Narrative, page 10.

ANALYSIS

TRANSPORTATION:

The subject property’s frontage is located entirely along Veterans Memorial Parkway. A review of the *Bulloch County/Statesboro 2035 Long Range Transportation Plan (LRTP)* suggests no expected capacity deficiencies on Veterans Memorial Parkway.

COMMUNITY FACILITIES:

The subject site does currently have City water and sewer utilities located nearby. However, the developer will be required to sign a water/sewer agreement with the City of Statesboro prior to receiving those utility connections and/or extensions. No significant impacts are expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

Per Bulloch County GIS and the applicant, the subject property does contain wetlands, but it should not impact this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ZONING CONSIDERATIONS:

Whether or not to grant a zoning map amendment from the CR (Commercial Retail) zoning district to the HOC (Highway Oriented Commercial) zoning district.

The request should be considered in light of:

- the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*
- the vision and community policies articulated within the 2014 update to the *City of Statesboro Comprehensive Master Plan*
- the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*
- the potential for the property to develop and be utilized in conformance with the requirements of the proposed HOC (Highway Oriented Commercial) district as set forth in the *Statesboro Zoning Ordinance*.

Current Zoning	Requested Zoning
The CR (Commercial Retail) district allows for any use specifically permitted in a CBD district as well as health care facilities, to include hospitals and nursing homes. However, automotive sales and services are not listed as permissible uses allowed by right in the CR district. Those uses are explicitly permitted in the HOC district.	The HOC (Highway Oriented Commercial) district allows for automotive sales and services, new/used car and truck sales, automotive parts and accessories, which are the applicant’s intended uses for the subject property.

STANDARDS: ZONING MAP AMENDMENT

Section 2007 of the *Statesboro Zoning Ordinance* provides **eight (8) standards** for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment, in “**balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.**” Those standards are as follows:

(1) Existing uses and zoning or (of) property nearby

- a. Existing uses and zoning of property nearby varies. **The surrounding lots are zoned HI (Heavy Industrial – Bulloch County), HC (Highway Commercial – Bulloch County), R-25 (Single Family Residential – Bulloch County), R-80 (Single Family Residential – Bulloch County), HOC (Highway Oriented Commercial), CR (Commercial Retail), R-4 (High Density Residential), and R-10 (Single Family Residential),** and are occupied by a single family residential subdivision, an apartment community, commercial retail stores, JC Lewis Lincoln Ford Dealership, Railroad ROW, and undeveloped/vacant land.

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

- a. Staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on the property value.

(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.

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

- a. The subject site is currently zoned CR (Commercial Retail). Per Article X, Section 1001, this parcel can be occupied by any use specifically permitted in a CBD district, healthcare facilities, hospitals, and nursing homes. Under the proposed HOC zoning, the applicant would be able to construct an automotive dealership, which is the intended use of the proposed 4.74 +/- acre development site. There is very minimal relative gain to the public under this zoning map amendment request. The current zoning of the subject property was a self-imposed hardship by the applicant as they just recently requested the present zoning and council approved the CR zoning designation in May 2019.

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

- a. There is no indication that the subject property is not suitable for the requesting zoning.

(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.

- a. In May 2019, the property was annexed into the city limits and re-zoned to R-4 (High Density Residential) and CR (Commercial Retail). The property has been vacant for approximately 10 years. Recently the property owners have started clearing the site for future development. Also, the subject site is surrounded by recently developed properties.

(7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas; and

- a. Impacts on local traffic should be considered.
- b. It should be noted that the applicant has incurred great expense to redevelop a brownfield site, which has been blight in our community for a lengthy period of time.

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

- a. Use of the property as commercial retail and high density residential is consistent with the vision and guiding principles of the "Emerging Business" character area as articulated within the *Statesboro Comprehensive Plan*, which promotes office and business development opportunities. However, the applicant should plan for transitions from the Highway Oriented Commercial use to the Commercial Retail and High Density Residential uses. Such transitions can frequently be accommodated with careful attention to the building and site layout in order to maintain continuity in the streetscape and overall community character.

RECOMMENDATION:

STAFF RECOMMENDATION:

Staff recommends approval of the zoning map amendment requested by application **RZ 19-06-09** with conditions.

PLANNING COMMISSION RECOMMENDATION:

At the regularly scheduled meeting held on July 2, 2019 at 5:00 PM, the Planning Commission voted 4-0 to recommend the approval of **RZ 19-06-09** with the following staff condition(s):

- (a) Staff approval based on Zoning Exhibit dated June 6, 2019.
- (b) Lighting facilities shall be arranged in a manner which will protect the highway and neighboring properties from unreasonable direct glare or hazardous interference of any kind.
- (c) All signage shall adhere to Sign District #3 and the Restrictive Covenants of the Mixed-Use Subdivision.
- (d) Approval of this zoning map amendment does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building code.

EXHIBIT A: LOCATION MAP

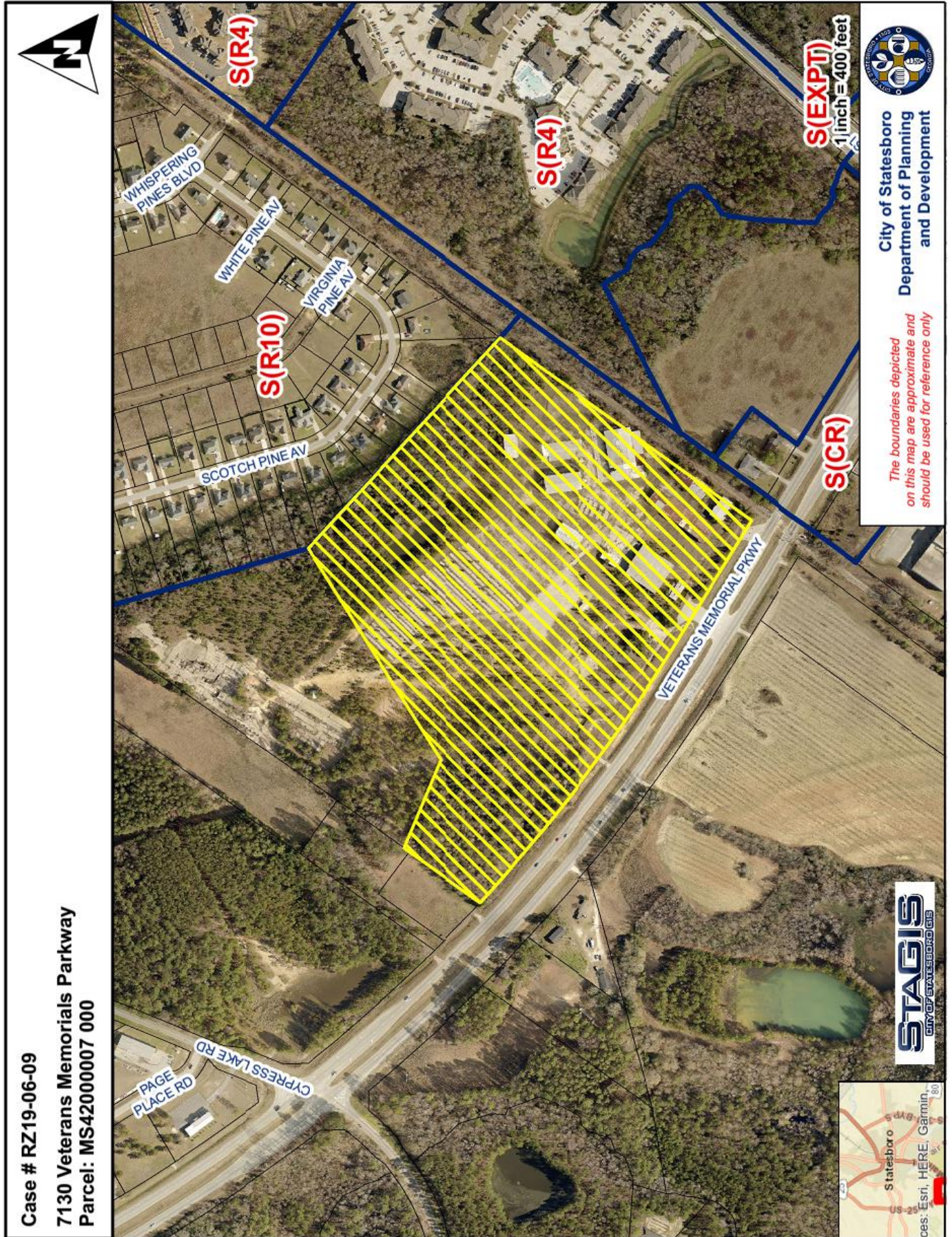


EXHIBIT B: FUTURE DEVELOPMENT MAP

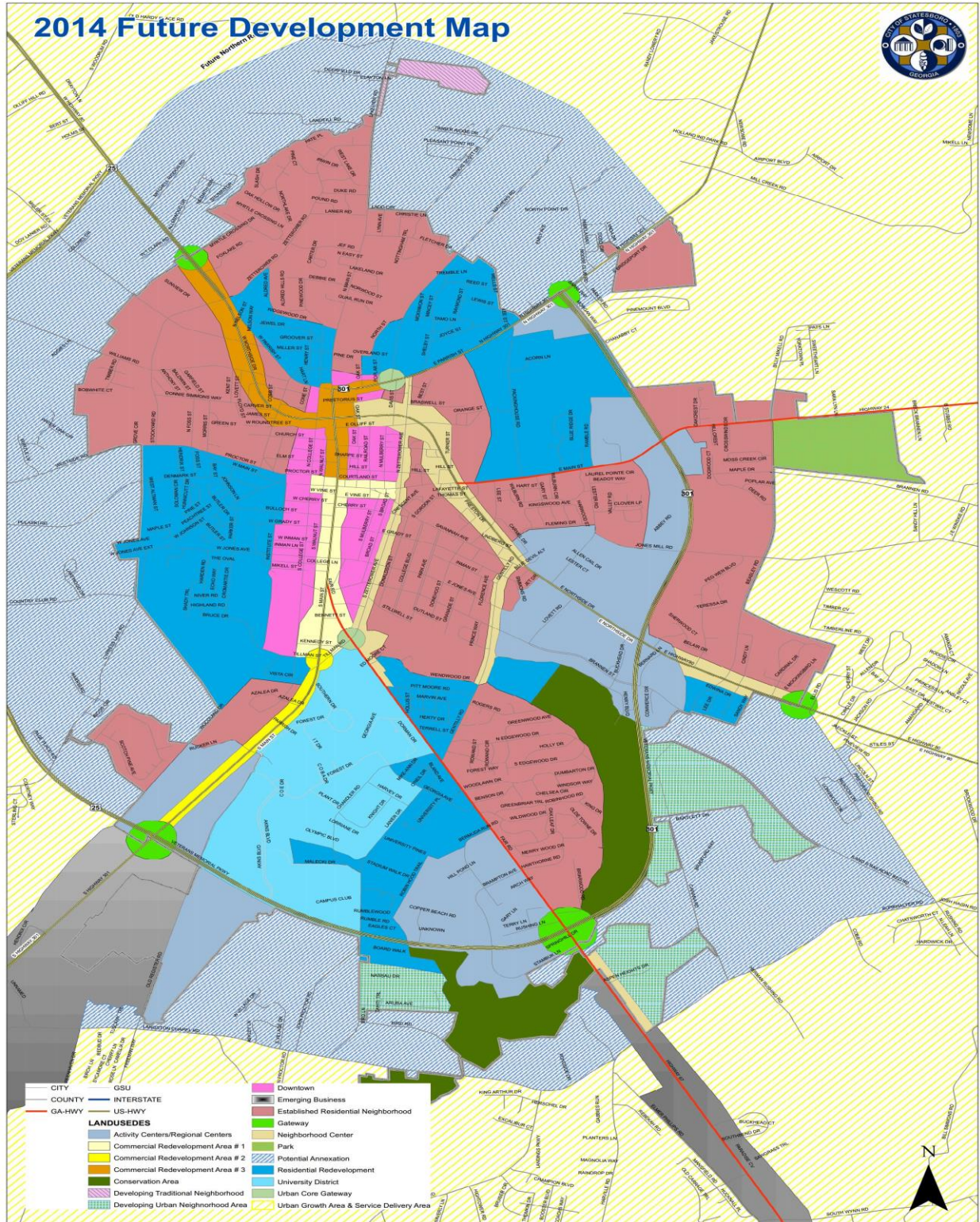


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject property and **RZ 19-06-09**, looking north from Veterans Memorial Parkway.



Picture 2: Looking north from the subject site, a view of the property to the north of the subject site and proposed location of Lot #7.



Picture 3: Looking north from Veterans Memorial Parkway, a view of the property to the east of the subject site and proposed location of Lot #4 and Lot #5.



Picture 4: Looking north from Veterans Memorial Parkway, a view of the property to the west of the subject site and proposed location of the Stormwater Management Area and Lot #1.



Picture 5: Looking south from the subject site, currently vacant/undeveloped land.



Picture 6: Looking southwest from the subject site, currently commercial retail – Family Dollar Store, Advanced Autoparts, and other commercial retail uses.



Picture 7: View of the surrounding properties to the east of the subject site, currently JC Lewis Ford Dealership.



CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan M McCollar, Mayor
Charles Penny, City Manager
Sue Starling, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: July 8, 2019

RE: July 16, 2019 City Council Agenda Items

Policy Issue: *Revision of IGA with County regarding City of Statesboro Tax Allocation District #1: Downtown TAD*

Recommendation: N/A

Background: City and County entered into an IGA regarding above referenced TAD on October 25, 2017. The following areas of concern have been recognized and addressed in the proposed revision:

- A. Section 1.28 – The amount in the original agreement for the tax allocation increment base was not the same as the amount certified by the Revenue Commissioner. This erroneous amount may have been picked up from the redevelopment plan. This revision corrects the error.
- B. Section 3.4.2 – This section is revised to reflect the payment schedule that is most practical for County and City staff. The language regarding Excess Funds is deleted since other references to Excess Funds were ultimately deleted from the final draft of the original agreement, and therefore this language is not applicable.
- C. Section 3.12 – This section is revised to reflect that the County will withhold its 1% Imputed Administrative Costs rather than paying it to the City just so the City can receive and immediately refund to County.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redline and clean drafts of revised IGA

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDED INTERGOVERNMENTAL AGREEMENT is made and entered into as of this 2nd day of July, 2019 by and between the CITY OF STATESBORO, GEORGIA, a municipal corporation of the State of Georgia (the "City") and BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS (the "County").

W I T N E S S E T H:

WHEREAS, effective as of December 31, 2014, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1 *et seq.*) the City created and established the City of Statesboro Tax Allocation District No.1: Downtown TAD (the "TAD"); and

WHEREAS, the City requested the County to adopt a resolution pursuant to O.C.G.A. § 36-44-9(b) consenting to the inclusion of county ad valorem property taxes in the computation of tax allocation increments of the TAD; and

WHEREAS, on October 3, 2017, the County adopted a resolution consenting to the inclusion of county ad valorem taxes in the computation of tax allocation increments of the TAD, subject to certain terms and conditions, and approving an intergovernmental agreement that included said terms and conditions; and

WHEREAS, on October 25, 2017, the City and the County entered into an intergovernmental agreement to set forth and agree to be bound by the terms and conditions on which the County consented to the inclusion of county ad valorem property taxes in the computation of tax allocation increments of the TAD; and

WHEREAS, in order to correct certain technicalities and deficiencies that have been discovered in the intergovernmental agreement entered into on October 25, 2017, the City and the County now desire to enter into this First Amended Intergovernmental Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, the City and the County are authorized to enter into this Agreement in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW THEREFORE, in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 **"Actually Incurred Redevelopment Costs"** means Redevelopment Costs of the particular components of one or more Approved Projects as to which Commencement of Construction of Significant Projects has occurred and for which the City has actually paid or is contractually committed to pay any contractor, developer and/or property owner in consideration for improvements to property within the TAD.

1.2 **"Agreement" or "Intergovernmental Agreement"** means this Intergovernmental Agreement, dated as of the Effective Date, between the City and the County.

1.3 **"Approved Projects"** means, collectively, the Projects within the TAD recommended to the City for funding with Positive Tax Allocation Increments by the City's TAD Advisory Committee, whether through TAD Financing or through direct payment of Project costs with Positive Tax Allocation Increments.

1.4 **"Bond Indenture"** means each and every trust indenture, bond resolution, bond ordinance, loan agreement, financing agreement or other document pursuant to which one or more series of TAD Financing is issued.

1.5 **"City"** means the City of Statesboro, Georgia, a municipal corporation of the State of Georgia.

1.6 **"City Positive Tax Allocation Increment"** means that portion of any Positive Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the City's portion of the ad valorem taxes for such calendar year.

1.7 **"City Resolution"** means that specific Resolution adopted by the Statesboro City Council on December 16, 2014 adopting and approving the Redevelopment Plan and the TAD.

1.8 **"Commencement of Construction of Significant Projects"** means entering into one or more binding contracts for design, construction, or some other service or product directly related to an Approved Project.

1.9 **"County"** means Bulloch County, Georgia, a political subdivision of the State of Georgia.

1.10 **"County Resolution"** means that certain resolution adopted by the Board of Commissioners of the County on October 3, 2017, *inter alia*, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increment with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.

1.11 **"County Positive Tax Allocation Increment"** means that portion of any Positive Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the County's portion of the ad valorem taxes for such calendar year.

1.12 **“Effective Date”** means October 25, 2017.

1.13 **“Imputed Administrative Costs”** means administrative costs incurred by either the City or the County in connection with the administration of the Redevelopment Plan and the TAD, including reasonable charges for the time spent by public employees in such administration.

1.14 **“Issuance Costs”** means costs incidental to the issuance of TAD Financing, including but not necessarily limited to bond counsel and underwriting fees.

1.15 **“PILOT Payments”** means payments to the County in lieu of taxes pursuant to O.C.G.A. § 36-44-3(8)(G) and as further set forth in this Agreement.

1.16 **“Positive Tax Allocation Increment”** means the Tax Allocation Increment calculated for the TAD in any calendar year in which the Tax Allocation Increment Base is less than that year’s taxable value of all taxable real property subject to ad valorem taxation in the TAD.

1.17 **“Projects”** means those capital improvements (including related professional services costs) undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the TAD Advisory Committee for consideration for approval as required by Section 3.8.

1.18 **“Redevelopment Agency”** means the City Council of Statesboro, Georgia, which is the redevelopment agency for the TAD designated by the City in accordance with the Redevelopment Powers Law.

1.19 **“Redevelopment Area”** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the City of Statesboro Tax Allocation District No. 1: Downtown TAD, as more fully described in the City Resolution and the Redevelopment Plan.

1.20 **“Redevelopment Costs”** means those costs as defined in O.C.G.A. § 36-44-3(8) for which moneys in the Special Fund may be legally expended.

1.21 **“Redevelopment Plan”** means the written plan of redevelopment for the Redevelopment Area (as defined in O.C.G.A. §36-44-3(9)) approved by the City in the City Resolution and designated as the City of Statesboro Tax Allocation District #1: South Main Redevelopment Plan.

1.22 **“Redevelopment Powers Law”** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.23 **“Special Fund”** means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.24 **“TAD”** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City pursuant to the City Resolution, and designated as the City of Statesboro Tax Allocation District No.1: Downtown TAD as more fully identified in the applicable Redevelopment Plan with respect thereto approved by the City.

1.25 **"TAD Advisory Committee"** means a committee designated by the City in accordance with Section 3.8 of this Agreement to review and approve or disapprove all applications and proposed Projects for TAD funding and/or TAD Financing.

1.26 **"TAD Financing"** means tax allocation bonds issued by the City in accordance with O.C.G.A. §36-44-3(12), funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16, or revenue bonds issued by the City pursuant to O.C.G.A. §36-44-13(3) with respect to the TAD that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times, or other types of financing including but not limited to GEFA loans.

1.27 **"Tax Allocation Increment"** means the amount obtained by multiplying the total ad valorem property taxes levied on real property within the TAD in any year by a fraction having a numerator equal to that year's taxable value of all taxable real property subject to ad valorem taxes within the TAD minus the Tax Allocation Increment Base and a denominator equal to that year's taxable value of all taxable real property subject to ad valorem property taxes within the TAD, in accordance with the formula set forth in O.C.G.A. § 36-44-3(14).

1.28 **"Tax Allocation Increment Base"** means the taxable value of all taxable real property subject to ad valorem taxation, as certified by the state revenue commissioner, located within the TAD on December 31, 2014, the effective date of its creation. The parties hereby acknowledge that the Tax Allocation Increment Base for the TAD has been certified by the state revenue commissioner as \$35,784,237.00.

1.29 **"Term"** means the term of this Agreement as prescribed in Section 3.1 hereof.

ARTICLE 2

REPRESENTATIONS

2.1 **Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the TAD effective as of December 31, 2014 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.

2.1.3 The City reserves the right to issue TAD Financing as may be necessary to implement provisions of the Redevelopment Plan in accordance with the conditions, limitations, and approval procedure set forth herein at Sections 3.4 and 3.8.

2.1.4 The City shall ensure that no property owner who is delinquent in paying any City or County ad valorem taxes, occupational taxes, or other contractual financial obligations due will receive any TAD-related benefits until such delinquencies are paid with applicable penalties and interests.

2.1.5 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.1.6 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.2 **Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including the County's consent to the inclusion of ad valorem property taxes levied by the County on taxable real property within the TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. §36-44-9(b).

2.2.3 The County shall ensure that no property owner who is delinquent in paying any City or County ad valorem taxes, occupational taxes, or other contractual financial obligations due will receive any TAD-related benefits until such delinquencies are paid with applicable penalties and interests.

2.2.4 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

ARTICLE 3

COUNTY TAX ALLOCATION INCREMENT

3.1 **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date hereof and shall remain in full force and effect until the City terminates the TAD. The City shall be obligated to terminate the TAD no later than December 31, 2039, and shall not under any circumstances incur any obligations for TAD Financing or other Redevelopment Costs to be paid for from the Special Fund that extend beyond that date; provided, however, that the City may terminate the TAD prior to December 31, 2039 if all TAD Financing and other Redevelopment Costs have been paid. Should there not be a Commencement of Construction of Significant Projects within ten (10) years from the Effective Date of this Agreement, the City shall terminate the TAD upon the expiration of ten (10) years from the Effective Date of this Agreement.

3.2 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment.** Pursuant to the County Resolution, commencing with ad valorem property taxes levied in calendar year 2018 the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law, subject to and in accordance with the conditions and limitations set forth in the County Resolution and this Agreement.

3.3 **County Limitations on the Issuance of TAD Financing.**

3.3.1 Only that portion of County Positive Tax Allocation Increments remaining after PILOT Payments to the County required by Section 3.4 shall be pledged for TAD Financing.

3.3.2 Nothing in this Agreement shall obviate or diminish the pledge of the County Positive Tax Allocation Increments toward the repayment of any TAD Financing or other contractual commitments then outstanding.

3.3.3 Any applicant for TAD assistance for an Approved Project that, to the extent permitted under this Agreement, includes the use of Positive Tax Allocation Increments or the proceeds of TAD Financings to fund capital improvements to private property, shall only be eligible to receive funding up to a certain percentage of the total project cost from the proceeds of TAD Financing or the Special Fund. This funding percentage shall be proportional to the amount of additional Positive Tax Allocation Increments that the completed Approved Project is expected to generate. The TAD Advisory Committee shall establish and recommend to the Statesboro City Council for approval a schedule of percentages of TAD funding eligibility based on an Approved Project's expected generation of additional Positive Tax Allocation Increments, and said schedule shall be incorporated into the TAD policies and procedures developed pursuant to Section 3.7 of this Agreement.

3.4 **PILOT Payments to the County**

3.4.1 For each calendar year that this Agreement remains in effect, the County shall be entitled to the following PILOT Payments:

3.4.1.1 For each year in which the County Positive Tax Allocation Increment is greater than the City Positive Tax Allocation Increment, the County shall be entitled to a PILOT payment in an amount equal to the difference between the

County Positive Tax Allocation Increment and the City Positive Tax Allocation Increment.

3.4.2 Notwithstanding the provisions of O.C.G.A. §36-44-11(b)(1), the City hereby gives its consent for the Bulloch County Tax Commissioner (“Tax Commissioner”) to pay any County Positive Tax Allocation Increments to the County each year along with all ad valorem property taxes collected on behalf of the County.

3.4.2.1 No later than January 31st of each year, the County will deduct any PILOT Payments due under this Section 3.4 and any Imputed Administrative Costs due to the County under Section 3.12 and, subject to Section 3.4.2.2, pay the remaining balance of any County Positive Tax Allocation Increment attributable to ad valorem taxes for the previous calendar year to the City for deposit into the Special Fund.

3.4.2.2 In the event any ad valorem property taxes for taxable real property located within the TAD are delinquent, the County shall only be obligated to pay an amount equal to the County Positive Tax Allocation Increment multiplied by the collection rate for ad valorem property taxes for taxable real property located within the TAD. As such delinquent ad valorem taxes are collected, the County shall make subsequent payments to the City no later than June 30th and no later September 30th of each year in an amount equal to the applicable County Positive Tax Allocation Increment multiplied by the new collection rate less previous payment(s) of the applicable County Positive Tax Allocation Increment.

3.4.2.3 The City acknowledges that the conditions in Section 3.4.2 of this Agreement and its subsections are, *inter alia*, a material inducement for the County to enter into this Agreement, and that the County would not have entered into this Agreement without these conditions. Further, the City hereby releases and indemnifies the Tax Commissioner, the County, and their officials, employees and agents (collectively, the “Indemnitees”) from any and all liability for payment of County Positive Tax Increments to the County and the County’s subsequent deduction of PILOT Payments and delinquent taxes due the County in accordance with Section 3.4.2 of this Agreement and its subsections, and the City hereby covenants not to sue any of the Indemnitees or make any claim, whether at law or in equity, against any of the Indemnitees related to any of the conditions in Section 3.4.2 of this Agreement or its subsections. The City and the County further acknowledge that the Tax Commissioner shall be considered a third-party beneficiary of this Agreement for purposes of Section 3.4.2 of this Agreement and its subsections.

3.5 **Reporting.**

3.5.1 The City shall in good faith develop an implementation plan for the proposed Projects in the TAD (as contemplated in the Redevelopment Plan, or otherwise refined) for a ten (10) year forward period presenting: (i) an opinion of probable or targeted Projects including estimated costs and sources of funds; (ii) a competitive market analysis with a statement of opportunities and challenges; (iii) development

assumptions; (iv) strategies for managing projects and risks; (v) strategies for attracting private sector investment in the TAD; and (vi) specific benchmarks and measures used as best practices for evaluating and monitoring the performance of the TAD. The parties hereby acknowledge and agree that the City will present the initial plan to the County for review not later than July 1, 2018. Nothing in this subsection shall be construed that County disapproval of said plan shall render this Agreement null and void.

3.5.2. Commencing with fiscal year 2018 and each fiscal year thereafter, the City will provide to the County, within ninety (90) days after the end of each such fiscal year, a comprehensive annual report regarding the cumulative amount of City Positive Tax Allocation Increments deposited in the Special Fund and uses of same, the cumulative amount of County Positive Tax Allocation Increments deposited in the Special Fund and uses of same, and the status of all development undertaken within the TAD. Upon the County providing thirty (30) days' written notice to the City, the County's auditor may audit the Special Fund at the County's expense.

3.5.3 Without limiting any other remedy available to the County, in the event that the City fails to timely provide to the County any of the reports required by Sections 3.5.1 or 3.5.2, the County may withhold any future payments to the City of County Positive Tax Allocation Increments until the City provides the County with the required report(s).

3.5.4 Upon five years from the Effective Date of this Agreement, and continuing every five years thereafter, the City, the County, and the Board of Education if applicable shall conduct a public meeting to determine if the goals and incremental milestones contemplated by this Agreement have been achieved and whether sufficient funds have been generated and deposited to pay all debt service payments as they become due, to satisfy any other terms of Bond Indenture, and to meet other obligations related to TAD financing. Also at five-year intervals, the parties shall examine whether there are any excess funds in the Special Fund, and if it is determined that there are excess funds, and that such excess funds or a portion thereof are not needed for future TAD financing or other Redevelopment Costs, the parties shall authorize payment of the excess funds or a portion thereof in the form of PILOT payments to the City, the County, and the Board of Education if applicable in the same proportion as each party's contributions to the Special Fund.

3.6 **Restrictions On Use of County Positive Tax Allocation Increments.** County Positive Tax Allocation Increments may only be used for the following purpose:

3.6.1 To pay Redevelopment Costs for Projects approved by both the TAD Advisory Committee and the Statesboro City Council; provided, however, that County Positive Tax Allocation Increments shall not be used for the construction or improvement of governmental buildings such as, but not limited to, those used for office or maintenance functions, courts, police, and fire stations.

3.7 **Development of TAD Policies and Procedures.** Within ninety (90) days of the appointment of its members, the TAD Advisory Committee shall prepare and recommend for approval by the Statesboro City Council a written document setting forth policies and application procedures

for any applicant seeking to develop a private project within the TAD requiring the City's issuance or approval of TAD Financing for assistance. The TAD Policies and Procedures must be approved by a simple majority vote of the TAD Advisory Committee before they may be considered for adoption by the Statesboro City Council, and they shall not take effect until adopted by the Statesboro City Council.

3.8 TAD Project Approval Process.

3.8.1 The City agrees to designate a TAD Advisory Committee, which body will review all Projects prior to their consideration for approval by the Statesboro City Council. Members of the TAD Advisory Committee shall include six (6) members. Three (3) of the members shall be appointed by the Mayor and City Council of Statesboro, and three (3) of the members shall be appointed by the Bulloch County Board of Commissioners. All appointments shall be made within ninety (90) days of the Effective Date of this Agreement, and members of the TAD Advisory Committee shall serve until their successors are appointed. The governing authority that appointed a member may remove the member from the TAD Advisory Committee at any time, with or without cause. If a seat on the TAD Advisory Committee becomes vacant, whether through removal, resignation, disability, death or some other reason, the applicable governing authority shall make an appointment to fill the vacancy no later than sixty (60) calendar days after the vacancy occurs. A majority of the members of the TAD Advisory Committee shall constitute a quorum at any meeting. No official action may be taken by the TAD Advisory Committee unless a quorum is present at the time the action is taken.

3.8.2 Prior to the commencement of or formal commitment to any Project, in whole or in part, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan, and with adopted TAD policies and procedures. Information to be evaluated by the TAD Advisory Committee for each proposed Project shall include, but is not limited to, experience of the development team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, Project pro formas, and Positive Tax Allocation Increments projected to be generated by such Project. Any Project must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project, prior to its consideration by the Statesboro City Council. The Statesboro City Council shall not be authorized to proceed with any Project, or authorize TAD Financing or other funding for any Project from the Special Fund, unless and until it is an Approved Project in accordance with the provisions of this Section.

3.8.3 The City agrees to engage the services of independent, professional consultants as needed to review each proposed TAD Project during its evaluation by the TAD Advisory Committee and prior to consideration by the Statesboro City Council for approval of TAD Financing. The TAD consultants shall be retained by the City and shall be responsible solely to the City (and not the applicants) for reporting to the TAD Advisory Committee and the Statesboro City Council on the technical, economic, market and financial considerations of proposed uses of TAD Financing and projected

sources of future Positive Tax Allocation Increments necessary to meet any debt obligations related to TAD Financing.

3.8.4 Any proposed amendments to the Redevelopment Plan to materially increase Redevelopment Costs or materially amend the nature and scope of redevelopment for the TAD must be approved by majority vote of the TAD Advisory Committee and by a resolution of the Bulloch County Board of Commissioners prior to any approval by the Statesboro City Council. Any proposed amendments to the Redevelopment Plan to expand the boundaries of the Redevelopment Area for which the County Tax Allocation Increment is requested to be pledged must be approved by a resolution of both the Statesboro City Council and the Bulloch County Board of Commissioners.

3.9 **Future Request to Include School Increment.** The parties specifically acknowledge that the City intends to request the consent of the Bulloch County Board of Education for the inclusion of certain ad valorem taxes levied for educational purposes on real property within the boundaries of the TAD in the computation of the Tax Allocation Increment for the purposes of paying Redevelopment Costs. Should the Board of Education be included in this manner, the County and the City agree to modify Section 3.8.1 in order to include Board of Education appointee(s) on the TAD Advisory Committee in the same proportion as the City and the County.

3.10 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special conditions, stipulations or requirements imposed hereafter if so elected by the County, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

3.11 **Limitation of Obligations.** The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Financing shall not constitute an indebtedness of or a charge against the general taxing power of the County.

3.12 **Payment of Imputed Administrative Costs.** The City and the County hereby agree that each will be entitled to a payment in an amount equal to one percent (1%) of the City Positive Tax Allocation Increment each year for their Imputed Administrative Costs and that this amount is a reasonable reimbursement for their respective Imputed Administrative Costs. The County shall deduct its payment for Imputed Administrative Costs each year prior to payment of the County Positive Tax Allocation Increment in accordance with Section 3.4.2.1. The City shall be entitled to payment of its Imputed Administrative Costs from the Special Fund no later than forty-five (45) days after January 1st each year.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 **Default or Breach; Dispute Resolution; Remedies.**

4.1.1 In the event that either party to this Agreement alleges that the other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.

4.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the other party may send a written demand for mediation to the party allegedly in default or breach. The parties hereto agree that in the event a written demand for mediation is made upon either party in accordance with the provisions of this Agreement, both parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 4.1.3.

4.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, either party alleging a default or breach of this Agreement by the other party may pursue litigation against the other party. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Bulloch County, Georgia. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party may recover its attorneys' fees and court costs from the non-prevailing party.

4.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or otherwise.

4.2 **Millage Rates.** Pursuant to O.C.G.A. § 36-44-15, nothing in the Redevelopment Powers Law shall be construed to freeze the ad valorem tax millage rate of the City or the County, and either the City or the County may increase or decrease its millage rate at any time in the same manner and under the same authority that its millage rate has been fixed prior to creation of the TAD. The parties hereto therefore understand and acknowledge that either party may decrease its millage rate at any time in the future subject to consideration of Section 3.3.2, notwithstanding that such decrease may result in a lower Tax Allocation Increment.

4.3 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.4 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein, and any prior understandings, promises or agreements pertaining to the subject matter hereof, whether written or oral, shall be of no effect and shall not be binding on either party hereto.

4.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.6 **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered with the same formality as this Agreement by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered with the same formality as this Agreement by the County and the City.

4.7 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: Jonathan McCollar, Mayor,
or the then current Mayor.
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

Charles W. Penny, City Manager,
or the then current City Manager
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912)764-0683

With A Copy to:

Cain Smith, City Attorney
or the then current City Attorney
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

COUNTY:

Roy Thompson, Chairman of the Board of Commissioners,
or the then current Chairman of the Board of Commissioners.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

Thomas Couch, County Manager,
or the then current County Manager.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

With A Copy to:

Jeff S. Akins, County Attorney,
or the then current County Attorney.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

4.8 **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.9 **Limitation of Rights.** With the exception of the Tax Commissioner's rights as a third-party beneficiary under this Agreement pursuant to Section 3.4.2, nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

4.10 **Time is of the Essence.** Time is of the essence of this Agreement. Whenever this Agreement requires or permits a notice, communication, report or any other item to be provided within a certain number of days, the word "days", unless otherwise qualified, shall mean calendar days.

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JONATHAN MCCOLLAR, Mayor

Attest: _____
SUE STARLING, City Clerk
[SEAL]

Approved as to Form:

CAIN SMITH, City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]
BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
ROY THOMPSON, Chairman

Attest: _____
OLYMPIA GAINES, Clerk to the Commission
[SEAL]

Approved as to Form:

JEFF S. AKINS, County Attorney

FIRST AMENDED INTERGOVERNMENTAL AGREEMENT

This **FIRST AMENDED INTERGOVERNMENTAL AGREEMENT** ("**Agreement**") is made and entered into as of this ~~25th day of October, 2017~~ **2nd day of July, 2019** (the "**Effective Date**") by and between the CITY OF STATESBORO, GEORGIA, a municipal corporation of the State of Georgia (the "City") and BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS (the "County").

W I T N E S S E T H:

WHEREAS, effective as of December 31, 2014, pursuant to the Redevelopment Powers Law (O.C.G.A. § 36-44-1 *et seq.*) the City created and established the City of Statesboro Tax Allocation District No.1: Downtown TAD (the "TAD"); and

WHEREAS, the City requested the County to adopt a resolution pursuant to O.C.G.A. § 36-44-9(b) consenting to the inclusion of county ad valorem property taxes in the computation of tax allocation increments of the TAD; and

WHEREAS, on October 3, 2017, the County adopted a resolution consenting to the inclusion of county ad valorem taxes in the computation of tax allocation increments of the TAD, subject to certain terms and conditions, and approving ~~this an~~ **Inter**governmental **A**greement that ~~includes~~ **included** said terms and conditions; and

WHEREAS, ~~on October 25, 2017~~, the City and the County ~~desire to enter~~ **entered** into ~~this an~~ intergovernmental agreement to set forth and agree to be bound by the terms and conditions on which the County ~~has~~ consented to the inclusion of county ad valorem property taxes in the computation of tax allocation increments of the TAD; and

WHEREAS, ~~in order to correct certain technicalities and deficiencies that have been discovered in the intergovernmental agreement entered into on October 25, 2017, the City and the County now desire to enter into this First Amended Intergovernmental Agreement (hereinafter referred to as the "Agreement"); and~~

WHEREAS, the City and the County are authorized to enter into this ~~intergovernmental~~ **a**greement in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW THEREFORE, in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

ARTICLE 1

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:

1.1 **"Actually Incurred Redevelopment Costs"** means Redevelopment Costs of the particular components of one or more Approved Projects as to which Commencement of Construction of Significant Projects has occurred and for which the City has actually paid or is contractually committed to pay any contractor, developer and/or property owner in consideration for improvements to property within the TAD.

1.2 **"Agreement" or "Intergovernmental Agreement"** means this Intergovernmental Agreement, dated as of the Effective Date, between the City and the County.

1.3 **"Approved Projects"** means, collectively, the Projects within the TAD recommended to the City for funding with Positive Tax Allocation Increments by the City's TAD Advisory Committee, whether through TAD Financing or through direct payment of Project costs with Positive Tax Allocation Increments.

1.4 **"Bond Indenture"** means each and every trust indenture, bond resolution, bond ordinance, loan agreement, financing agreement or other document pursuant to which one or more series of TAD Financing is issued.

1.5 **"City"** means the City of Statesboro, Georgia, a municipal corporation of the State of Georgia.

1.6 **"City Positive Tax Allocation Increment"** means that portion of any Positive Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the City's portion of the ad valorem taxes for such calendar year.

1.7 **"City Resolution"** means that specific Resolution adopted by the Statesboro City Council on December 16, 2014 adopting and approving the Redevelopment Plan and the TAD.

1.8 **"Commencement of Construction of Significant Projects"** means entering into one or more binding contracts for design, construction, or some other service or product directly related to an Approved Project.

1.9 **"County"** means Bulloch County, Georgia, a political subdivision of the State of Georgia.

1.10 **"County Resolution"** means that certain resolution adopted by the Board of Commissioners of the County on October 3, 2017, *inter alia*, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increment with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.

1.11 **"County Positive Tax Allocation Increment"** means that portion of any Positive Tax Allocation Increment, computed in accordance with O.C.G.A. §36-44-3(14) in each calendar year, attributable to the County's portion of the ad valorem taxes for such calendar year.

1.12 **"Effective Date"** means ~~the date upon which this Agreement is entered into by and between the parties, which is the date recited in the first paragraph hereof~~ **October 25, 2017**.

1.13 **"Imputed Administrative Costs"** means administrative costs incurred by either the City or the County in connection with the administration of the Redevelopment Plan and the TAD, including reasonable charges for the time spent by public employees in such administration.

1.14 **"Issuance Costs"** means costs incidental to the issuance of TAD Financing, including but not necessarily limited to bond counsel and underwriting fees.

1.15 **"PILOT Payments"** means payments to the County in lieu of taxes pursuant to O.C.G.A. § 36-44-3(8)(G) and as further set forth in this Agreement.

1.16 **"Positive Tax Allocation Increment"** means the Tax Allocation Increment calculated for the TAD in any calendar year in which the Tax Allocation Increment Base is less than that year's taxable value of all taxable real property subject to ad valorem taxation in the TAD.

1.17 **"Projects"** means those capital improvements (including related professional services costs) undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the TAD Advisory Committee for consideration for approval as required by Section 3.8.

1.18 **"Redevelopment Agency"** means the City Council of Statesboro, Georgia, which is the redevelopment agency for the TAD designated by the City in accordance with the Redevelopment Powers Law.

1.19 **"Redevelopment Area"** means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Resolution and designated as the City of Statesboro Tax Allocation District No. 1: Downtown TAD, as more fully described in the City Resolution and the Redevelopment Plan.

1.20 **"Redevelopment Costs"** means those costs as defined in O.C.G.A. § 36-44-3(8) for which moneys in the Special Fund may be legally expended.

1.21 **"Redevelopment Plan"** means the written plan of redevelopment for the Redevelopment Area (as defined in O.C.G.A. §36-44-3(9)) approved by the City in the City Resolution and designated as the City of Statesboro Tax Allocation District #1: South Main Redevelopment Plan.

1.22 **"Redevelopment Powers Law"** means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.

1.23 **"Special Fund"** means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c).

1.24 **"TAD"** means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City pursuant to the City Resolution, and designated as the City of Statesboro Tax Allocation District No.1: Downtown TAD as more fully identified in the applicable Redevelopment Plan with respect thereto approved by the City.

1.25 **"TAD Advisory Committee"** means a committee designated by the City in accordance with Section 3.8 of this Agreement to review and approve or disapprove all applications and proposed Projects for TAD funding and/or TAD Financing.

1.26 **"TAD Financing"** means tax allocation bonds issued by the City in accordance with O.C.G.A. §36-44-3(12), funds borrowed from financial institutions in accordance with O.C.G.A. §36-44-16, or revenue bonds issued by the City pursuant to O.C.G.A. §36-44-13(3) with respect to the TAD that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Resolution, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times, or other types of financing including but not limited to GEFA loans.

1.27 **"Tax Allocation Increment"** means the amount obtained by multiplying the total ad valorem property taxes levied on real property within the TAD in any year by a fraction having a numerator equal to that year's taxable value of all taxable real property subject to ad valorem taxes within the TAD minus the Tax Allocation Increment Base and a denominator equal to that year's taxable value of all taxable real property subject to ad valorem property taxes within the TAD, in accordance with the formula set forth in O.C.G.A. § 36-44-3(14).

1.28 **"Tax Allocation Increment Base"** means the taxable value of all taxable real property subject to ad valorem taxation, as certified by the state revenue commissioner, located within the TAD on December 31, 2014, the effective date of its creation. The parties hereby acknowledge that the Tax Allocation Increment Base for the TAD has been certified by the state revenue commissioner as ~~\$35,885,569.00~~ \$35,784,237.00.

1.29 **"Term"** means the term of this Agreement as prescribed in Section 3.1 hereof.

ARTICLE 2

REPRESENTATIONS

2.1 **Representations of the City.** The City makes the following representations as the basis for the undertakings on its part herein contained:

2.1.1 The City created the TAD effective as of December 31, 2014 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Resolution. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Resolution.

2.1.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.

2.1.3 The City reserves the right to issue TAD Financing as may be necessary to implement provisions of the Redevelopment Plan in accordance with the conditions, limitations, and approval procedure set forth herein at Sections 3.4 and 3.8.

2.1.4 The City shall ensure that no property owner who is delinquent in paying any City or County ad valorem taxes, occupational taxes, or other contractual financial obligations due will receive any TAD-related benefits until such delinquencies are paid with applicable penalties and interests.

2.1.5 The City is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.1.6 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

2.2 **Representations of the County.** The County makes the following representations as the basis for the undertakings on its part herein contained:

2.2.1 The County is permitted by ARTICLE IX, SECTION III, PARAGRAPH I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.

2.2.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including the County's consent to the inclusion of ad valorem property taxes levied by the County on taxable real property within the TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant to O.C.G.A. §36-44-9(b).

2.2.3 The County shall ensure that no property owner who is delinquent in paying any City or County ad valorem taxes, occupational taxes, or other contractual financial obligations due will receive any TAD-related benefits until such delinquencies are paid with applicable penalties and interests.

2.2.4 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

ARTICLE 3

COUNTY TAX ALLOCATION INCREMENT

3.1 **Term of the Agreement.** The term of this Agreement shall commence on the Effective Date hereof and shall remain in full force and effect until the City terminates the TAD. The City shall be obligated to terminate the TAD no later than December 31, 2039, and shall not under any circumstances incur any obligations for TAD Financing or other Redevelopment Costs to be paid for from the Special Fund that extend beyond that date; provided, however, that the City may terminate the TAD prior to December 31, 2039 if all TAD Financing and other Redevelopment Costs have been paid. Should there not be a Commencement of Construction of Significant Projects within ten (10) years from the Effective Date of this Agreement, the City shall terminate the TAD upon the expiration of ten (10) years from the Effective Date of this Agreement.

3.2 **Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment.** Pursuant to the County Resolution, commencing with ad valorem property taxes levied in calendar year 2018 the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD in accordance with the Redevelopment Powers Law, subject to and in accordance with the conditions and limitations set forth in the County Resolution and this Agreement.

3.3 **County Limitations on the Issuance of TAD Financing.**

3.3.1 Only that portion of County Positive Tax Allocation Increments remaining after PILOT Payments to the County required by Section 3.4 shall be pledged for TAD Financing.

3.3.2 Nothing in this Agreement shall obviate or diminish the pledge of the County Positive Tax Allocation Increments toward the repayment of any TAD Financing or other contractual commitments then outstanding.

3.3.3 Any applicant for TAD assistance for an Approved Project that, to the extent permitted under this Agreement, includes the use of Positive Tax Allocation Increments or the proceeds of TAD Financings to fund capital improvements to private property, shall only be eligible to receive funding up to a certain percentage of the total project cost from the proceeds of TAD Financing or the Special Fund. This funding percentage shall be proportional to the amount of additional Positive Tax Allocation Increments that the completed Approved Project is expected to generate. The TAD Advisory Committee shall establish and recommend to the Statesboro City Council for approval a schedule of percentages of TAD funding eligibility based on an Approved Project's expected generation of additional Positive Tax Allocation Increments, and said schedule shall be incorporated into the TAD policies and procedures developed pursuant to Section 3.7 of this Agreement.

3.4 **PILOT Payments to the County**

3.4.1 For each calendar year that this Agreement remains in effect, the County shall be entitled to the following PILOT Payments:

3.4.1.1 For each year in which the County Positive Tax Allocation Increment is greater than the City Positive Tax Allocation Increment, the County shall be entitled to a PILOT payment in an amount equal to the difference between the

County Positive Tax Allocation Increment and the City Positive Tax Allocation Increment.

3.4.2 Notwithstanding the provisions of O.C.G.A. §36-44-11(b)(1), the City hereby gives its consent for the Bulloch County Tax Commissioner (“Tax Commissioner”) to pay any County Positive Tax Allocation Increments to the County each year along with all ad valorem property taxes collected on behalf of the County.

3.4.2.1 ~~Within sixty (60) days of the receipt of ad valorem property taxes from the Tax Commissioner and subject to the provisions of Section 3.5.7~~ **No later than January 31st of each year**, the County will deduct any PILOT Payments due under this Section 3.4 and any Imputed Administrative Costs due to the County under Section 3.12 and, **subject to Section 3.4.2.2**, pay the remaining balance of any County Positive Tax Allocation Increment **attributable to ad valorem taxes for the previous calendar year** to the City for deposit into the Special Fund. ~~If in a particular year there is a PILOT Payment due to the County for Excess Funds pursuant to Section 3.4.1.2, and the County Positive Tax Allocation Increment is less than the total amount of PILOT Payments due to the County for that particular year, the City shall pay to the County from the Special Fund the balance of the PILOT Payments due the County no later than forty five (45) days after January 1st of the succeeding calendar year. If the City fails to make such payment, the County may, without limiting any other remedy available to the County, withhold the balance of PILOT Payments due from the next County Positive Tax Allocation Increment.~~

3.4.2.2 In the event any ad valorem property taxes for taxable real property located within the TAD are delinquent, the County shall only be obligated to pay an amount equal to the County Positive Tax Allocation Increment multiplied by the collection rate for ad valorem property taxes for taxable real property located within the TAD. As such delinquent ad valorem taxes are collected, the County shall **pay make subsequent payments** to the City ~~within sixty (60) days of receiving the delinquent ad valorem taxes~~ **no later than June 30th and no later September 30th of each year** in an amount equal to the **applicable** County Positive Tax Allocation Increment multiplied by the new collection rate less previous payment(s) of the applicable County Positive Tax Allocation Increment.

3.4.2.3 The City acknowledges that the conditions in Section 3.4.2 of this Agreement and its subsections are, *inter alia*, a material inducement for the County to enter into this Agreement, and that the County would not have entered into this Agreement without these conditions. Further, the City hereby releases and indemnifies the Tax Commissioner, the County, and their officials, employees and agents (collectively, the “Indemnitees”) from any and all liability for payment of County Positive Tax Increments to the County and the County’s subsequent deduction of PILOT Payments and delinquent taxes due the County in accordance with Section 3.4.2 of this Agreement and its subsections, and the City hereby covenants not to sue any of the Indemnitees or make any claim, whether at law or in equity, against any of the Indemnitees related to any of the conditions in Section 3.4.2 of this Agreement or its

subsections. The City and the County further acknowledge that the Tax Commissioner shall be considered a third-party beneficiary of this Agreement for purposes of Section 3.4.2 of this Agreement and its subsections.

3.5 **Reporting.**

3.5.1 The City shall in good faith develop an implementation plan for the proposed Projects in the TAD (as contemplated in the Redevelopment Plan, or otherwise refined) for a ten (10) year forward period presenting: (i) an opinion of probable or targeted Projects including estimated costs and sources of funds; (ii) a competitive market analysis with a statement of opportunities and challenges; (iii) development assumptions; (iv) strategies for managing projects and risks; (v) strategies for attracting private sector investment in the TAD; and (vi) specific benchmarks and measures used as best practices for evaluating and monitoring the performance of the TAD. The parties hereby acknowledge and agree that the City will present the initial plan to the County for review not later than July 1, 2018. Nothing in this subsection shall be construed that County disapproval of said plan shall render this Agreement null and void.

3.5.2. Commencing with fiscal year 2018 and each fiscal year thereafter, the City will provide to the County, within ninety (90) days after the end of each such fiscal year, a comprehensive annual report regarding the cumulative amount of City Positive Tax Allocation Increments deposited in the Special Fund and uses of same, the cumulative amount of County Positive Tax Allocation Increments deposited in the Special Fund and uses of same, and the status of all development undertaken within the TAD. Upon the County providing thirty (30) days' written notice to the City, the County's auditor may audit the Special Fund at the County's expense.

3.5.3 Without limiting any other remedy available to the County, in the event that the City fails to timely provide to the County any of the reports required by Sections 3.5.1 or 3.5.2, the County may withhold any future payments to the City of County Positive Tax Allocation Increments until the City provides the County with the required report(s).

3.5.4 Upon five years from the Effective Date of this Agreement, and continuing every five years thereafter, the City, the County, and the Board of Education if applicable shall conduct a public meeting to determine if the goals and incremental milestones contemplated by this Agreement have been achieved and whether sufficient funds have been generated and deposited to pay all debt service payments as they become due, to satisfy any other terms of Bond Indenture, and to meet other obligations related to TAD financing. Also at five-year intervals, the parties shall examine whether there are any excess funds in the Special Fund, and if it is determined that there are excess funds, and that such excess funds or a portion thereof are not needed for future TAD financing or other Redevelopment Costs, the parties shall authorize payment of the excess funds or a portion thereof in the form of PILOT payments to the City, the County, and the Board of Education if applicable in the same proportion as each party's contributions to the Special Fund.

3.6 **Restrictions On Use of County Positive Tax Allocation Increments.** County Positive Tax Allocation Increments may only be used for the following purpose:

3.6.1 To pay Redevelopment Costs for Projects approved by both the TAD Advisory Committee and the Statesboro City Council; provided, however, that County Positive Tax Allocation Increments shall not be used for the construction or improvement of governmental buildings such as, but not limited to, those used for office or maintenance functions, courts, police, and fire stations.

3.7 **Development of TAD Policies and Procedures.** Within ninety (90) days of the appointment of its members, the TAD Advisory Committee shall prepare and recommend for approval by the Statesboro City Council a written document setting forth policies and application procedures for any applicant seeking to develop a private project within the TAD requiring the City's issuance or approval of TAD Financing for assistance. The TAD Policies and Procedures must be approved by a simple majority vote of the TAD Advisory Committee before they may be considered for adoption by the Statesboro City Council, and they shall not take effect until adopted by the Statesboro City Council.

3.8 **TAD Project Approval Process.**

3.8.1 The City agrees to designate a TAD Advisory Committee, which body will review all Projects prior to their consideration for approval by the Statesboro City Council. Members of the TAD Advisory Committee shall include six (6) members. Three (3) of the members shall be appointed by the Mayor and City Council of Statesboro, and three (3) of the members shall be appointed by the Bulloch County Board of Commissioners. All appointments shall be made within ninety (90) days of the Effective Date of this Agreement, and members of the TAD Advisory Committee shall serve until their successors are appointed. The governing authority that appointed a member may remove the member from the TAD Advisory Committee at any time, with or without cause. If a seat on the TAD Advisory Committee becomes vacant, whether through removal, resignation, disability, death or some other reason, the applicable governing authority shall make an appointment to fill the vacancy no later than sixty (60) calendar days after the vacancy occurs. A majority of the members of the TAD Advisory Committee shall constitute a quorum at any meeting. No official action may be taken by the TAD Advisory Committee unless a quorum is present at the time the action is taken.

3.8.2 Prior to the commencement of or formal commitment to any Project, in whole or in part, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan, and with adopted TAD policies and procedures. Information to be evaluated by the TAD Advisory Committee for each proposed Project shall include, but is not limited to, experience of the development team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, Project pro formas, and Positive Tax Allocation Increments projected to be generated by such Project. Any Project must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project, prior to its consideration by the Statesboro City Council. The Statesboro City Council shall not

be authorized to proceed with any Project, or authorize TAD Financing or other funding for any Project from the Special Fund, unless and until it is an Approved Project in accordance with the provisions of this Section.

3.8.3 The City agrees to engage the services of independent, professional consultants as needed to review each proposed TAD Project during its evaluation by the TAD Advisory Committee and prior to consideration by the Statesboro City Council for approval of TAD Financing. The TAD consultants shall be retained by the City and shall be responsible solely to the City (and not the applicants) for reporting to the TAD Advisory Committee and the Statesboro City Council on the technical, economic, market and financial considerations of proposed uses of TAD Financing and projected sources of future Positive Tax Allocation Increments necessary to meet any debt obligations related to TAD Financing.

3.8.4 Any proposed amendments to the Redevelopment Plan to materially increase Redevelopment Costs or materially amend the nature and scope of redevelopment for the TAD must be approved by majority vote of the TAD Advisory Committee and by a resolution of the Bulloch County Board of Commissioners prior to any approval by the Statesboro City Council. Any proposed amendments to the Redevelopment Plan to expand the boundaries of the Redevelopment Area for which the County Tax Allocation Increment is requested to be pledged must be approved by a resolution of both the Statesboro City Council and the Bulloch County Board of Commissioners.

3.9 **Future Request to Include School Increment.** The parties specifically acknowledge that the City intends to request the consent of the Bulloch County Board of Education for the inclusion of certain ad valorem taxes levied for educational purposes on real property within the boundaries of the TAD in the computation of the Tax Allocation Increment for the purposes of paying Redevelopment Costs. Should the Board of Education be included in this manner, the County and the City agree to modify Section 3.8.1 in order to include Board of Education appointee(s) on the TAD Advisory Committee in the same proportion as the City and the County.

3.10 **Special Conditions, Stipulations or Requirements.** The City shall promptly notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that this Agreement shall be amended or supplemented to provide for such special conditions, stipulations or requirements imposed hereafter if so elected by the County, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.

3.11 **Limitation of Obligations.** The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of certain County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Financing shall not constitute an indebtedness of or a charge against the general taxing power of the County.

3.12 **Payment of Imputed Administrative Costs.** The City and the County hereby agree that each will be entitled to a payment in an amount equal to one percent (1%) of the City Positive Tax

Allocation Increment each year for their Imputed Administrative Costs and that this amount is a reasonable reimbursement for their respective Imputed Administrative Costs. **The County shall deduct its payment for Imputed Administrative Costs each year prior to payment of the County Positive Tax Allocation Increment in accordance with Section 3.4.2.1.** The City ~~and the County~~ shall be entitled to payment of ~~their respective~~ its Imputed Administrative Costs from the Special Fund no later than forty-five (45) days after January 1st each year.

ARTICLE 4

MISCELLANEOUS PROVISIONS

4.1 **Default or Breach; Dispute Resolution; Remedies.**

4.1.1 In the event that either party to this Agreement alleges that the other party is in default or breach of any of the terms, conditions or covenants of this Agreement, the party alleging default or breach may give the other party written notice that specifies the alleged default or breach. The party allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach before the other party may pursue dispute resolution as set forth herein.

4.1.2 In the event the party allegedly in default or breach of this Agreement fails to cure the alleged default or breach within thirty (30) days after receiving written notice of same, the other party may send a written demand for mediation to the party allegedly in default or breach. The parties hereto agree that in the event a written demand for mediation is made upon either party in accordance with the provisions of this Agreement, both parties shall participate in good faith in such mediation in an attempt to resolve their dispute or disputes. The parties further agree to share equally the cost of such mediation. Participation in such mediation shall be a condition precedent to the initiation of litigation pursuant to Section 4.1.3.

4.1.3 In the event the parties cannot resolve their dispute or disputes through mediation, either party alleging a default or breach of this Agreement by the other party may pursue litigation against the other party. The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement shall exclusively be in the Superior Court of Bulloch County, Georgia. The parties further agree that, in addition to any other legal or equitable remedies, the prevailing party may recover its attorneys' fees and court costs from the non-prevailing party.

4.1.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law or otherwise.

4.2 **Millage Rates.** Pursuant to O.C.G.A. § 36-44-15, nothing in the Redevelopment Powers Law shall be construed to freeze the ad valorem tax millage rate of the City or the County, and either the City or the County may increase or decrease its millage rate at any time in the same manner and under the same authority that its millage rate has been fixed prior to creation of the TAD. The parties hereto therefore understand and acknowledge that either party may decrease its millage rate at

any time in the future subject to consideration of Section 3.3.2, notwithstanding that such decrease may result in a lower Tax Allocation Increment.

4.3 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

4.4 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein, and any prior understandings, promises or agreements pertaining to the subject matter hereof, whether written or oral, shall be of no effect and shall not be binding on either party hereto.

4.5 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

4.6 **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered with the same formality as this Agreement by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered with the same formality as this Agreement by the County and the City.

4.7 **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: ~~Jan J. Moore~~ Jonathan McCollar, Mayor,
or the then current Mayor.
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

~~Randy Wetmore~~ Charles W. Penny, City Manager,
or the then current City Manager
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912)764-0683

With A Copy to:

Cain Smith, City Attorney
or the then current City Attorney
50 East Main Street

P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

COUNTY:

Roy Thompson, Chairman of the Board of Commissioners,
or the then current Chairman of the Board of Commissioners.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

Thomas Couch, County Manager,
or the then current County Manager.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

With A Copy to:

Jeff S. Akins, County Attorney,
or the then current County Attorney.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

4.8 **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

4.9 **Limitation of Rights.** With the exception of the Tax Commissioner's rights as a third-party beneficiary under this Agreement pursuant to Section 3.4.2, nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

4.10 **Time is of the Essence.** Time is of the essence of this Agreement. Whenever this Agreement requires or permits a notice, communication, report or any other item to be provided within a certain number of days, the word "days", unless otherwise qualified, shall mean calendar days.

IN WITNESS WHEREOF, the City and the County have caused this [Intergovernmental Agreement](#) to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, ~~all as of the Effective Date set forth hereinabove.~~

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JAN J. MOORE JONATHAN MCCOLLAR, Mayor

Attest: _____
SUE STARLING, City Clerk
[SEAL]

Approved as to Form:

CAIN SMITH, City Attorney

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
ROY THOMPSON, Chairman

Attest: _____
OLYMPIA GAINES, Clerk to the Commission
[SEAL]

Approved as to Form:

JEFF S. AKINS, County Attorney

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5

Johnathan M. McCollar, Mayor
Charles Penny, City Manager
Jason Boyles, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Jason Boyles, Deputy City Manager
From: John Washington P.E., RLS City Engineer
Date: 7/03/2019
RE: Recommendation for Approval of Stormwater Master Planning: Task Order 3

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of proposed Task Order #3 in the amount of \$93,100.00 from Goodwyn Mills and Caewood, Inc. (GMC), formerly Ecological Planning Group, LLC (EPG), as part of their Stormwater Masterplanning Professional Services Agreement. Task Order 3 includes assessment and survey of basin #2 (Lake Sal Area, see Attachment), Construct hydrology & hydrologic model of basin #2, recommend solutions and conceptual designs for issues discovered in basin #2, and project management as needed.

Background:

On August 16, 2016 City Council approved the City Manager to negotiate a contract with EPG (now GMC) to perform consulting services to assist the City in the preparation of master planning for our comprehensive stormwater management program. Staff has negotiated a cost for services under the second task order in a not to exceed amount of \$93,100.00. In addition Darren Prather, Director of Central Services, has offered GIS staff resources on this project to save the City money and to improve service delivery in maintaining StaGIS stormwater layers. Under the contract, or professional services agreement, GMC will perform a comprehensive list of services for the City. Therefore, we have separated GMC's services into separate task orders. This will be the third of those task orders.

Budget Impact:

The amount for Task Order #3, by GMC, of \$93,100.00 is below the budgeted amount of \$120,000.00. The project is to be paid for through stormwater utility funds under STM-2 Drainage Basin H&H Modeling CIP.

Council Person and District: Councilman Phil Boyum in District 1

Attachments: Task Order #3

cc: Darren Prather, Director of Central Services

TASK ORDER NO. 03

To the PROFESSIONAL SERVICES AGREEMENT Assessment, Modeling, and Conceptual Design of Basin No. 2 (“Lake Sal Area”)

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA, hereinafter called the "CITY" and Goodwyn Mills and Cawood, Inc., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on October 4, 2016, and assigned from Ecological Planning Group, LLC., (EPG), by the CITY upon acquisition of EPG by the CONSULTANT on October 1, 2018.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with completion of the assessment of the basin, hydrologic and hydraulic modeling of the existing drainage system, and conceptual design of drainage system improvements. Subconsultants for this task order, that were not on the approved list of the CONSULTANT team from the original AGREEMENT, include: Maxwell-Reddick and Associates for site survey services.

B. CONSULTANT’S SCOPE OF SERVICES

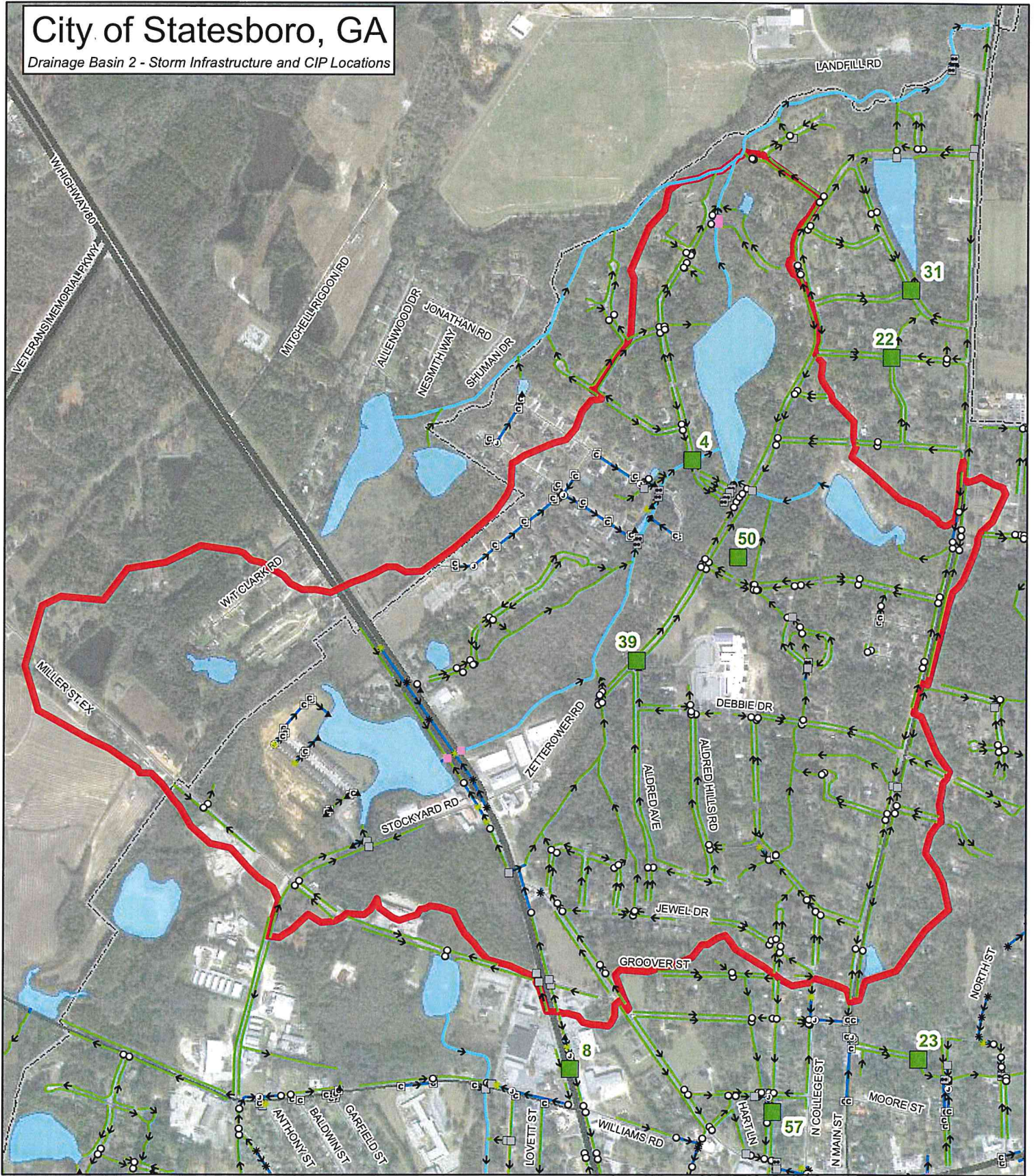
The Scope of Services, dated June 23, 2019, is specifically described herein. Based on the findings from Task Order 01, Basin #2 (Lake Sal Area) was identified as the second highest priority basin to model and masterplan for regional detention to address flooding issues. Basin #2 has a total area of 623 acres, 15.6 miles of ditches, and 2.3 miles of pipe, and a map of this basin is provided at the end of this section. The specific tasks to complete for Basin #2, as part of this Task Order, are described below. Basin #2 is 2.6 times larger in area, has 5 times the lengths of ditches, and has 40% more stormwater structures than Basin #7 (MLK West), which was the focus of Task Order 02.

The proposed approach to model Basin #2 (Lake Sal Area) will utilize a composite-approach. The composite-approach will be applied in residential and commercial developments with similar amounts of imperviousness instead of surveying every stormwater feature and delineating separate subbasins. Large impervious areas including buildings, parking lots, and roadways will be delineated and included in the model; however, sidewalks, rooftops and driveways will be incorporated into the model through the land use layer that assigns a constant impervious percentage based on the type of development.

The composite-approach was selected for Basin #2 because the area with flooding issues and in need of additional detention is already well defined through the current list of Capital Improvement Projects (CIPs). These CIPs include: potential regional detention at Zetterower Road and Jef Road, drainage study for Lake Sal, restricted flow in pipes under Zetterower Road and Northlake Drive, and potential modification to the outlet structure in Lake Sal. Therefore, a model with survey-grade information for every individual stormwater structure across the entire basin is not required.

City of Statesboro, GA

Drainage Basin 2 - Storm Infrastructure and CIP Locations



Legend

- Catch Basin
- Curb Inlet
- Drop Inlet
- Yard Inlet
- End of Pipe
- Flared End Section
- Headwall
- Double Headwall
- Junction
- Box Culvert
- Other

- Closed System
- Open System
- Stream or Canal

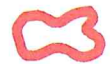
- Ponds
- CIPs

Area (Acres): 623

Storm Structures: 232

Ditches (miles): 15.6

Pipes (miles): 2.3



Basin 2



Task 1. Assessment and Survey of Basin #2

The Project Team will perform a survey of the closed and open drainage conveyance in Basin #2 (Lake Sal Area). The Consultant conducted a preliminary review of the basin to identify culverts and ponds, as well as priority stormwater structures and stream cross sections that would be needed for the model. The list is provided in the table below.

Structure Type	Total Count
Culverts	16
Box	2
Double Headwall	6
Headwall	1
End of Pipe	7
Stormwater Structures	34
Catch Basin	10
Junction Box	1
Flared End Section	4
Yard Inlet	3
End of Pipe	2
Drop Inlet	4
Additional	10
Stream Cross Sections	20
Ponds	5

The pipe run inverts at all culverts and the priority stormwater structures will be located with survey-grade accuracy sufficient for developing a hydraulic model of the system, and the coordinates and elevations of these structures will be provided to the City to update in their GIS database. Survey-grade information will also be collected for 20 stream cross sections and for 5 ponds identified in the basin.

The Project Team will initially field-investigate any missing stormwater drainage features and connections that are apparent from the current GIS drainage inventory. Field visits will also be conducted to inspect other site conditions that would impact drainage (e.g., terrain and structural breaklines, ditches, curb and gutter, etc.), such that they can be incorporated into the hydrologic / hydraulic (H&H) model.

Task 2: Construct H&H Model of Basin #2

Once the survey and field assessment of the basin has been completed, H&H modeling will be performed utilizing Streamline Technologies' ICPR4 1D modeling software. Digital soils, land cover maps, and LIDAR data will be incorporated into the model utilizing ICPR4's georeferenced graphic system. The conditions of the existing drainage system will be modeled for the 1-year, 5-year, 10-year, 25-year, and 100-year, 24-hour design events to identify areas with drainage deficiencies.

A composite-approach will be applied in residential and commercial development with similar amounts of imperviousness instead of surveying every stormwater feature and delineating separate

subbasins. Large impervious areas including buildings, parking lots, and roadways will be delineated and included in the model; however, sidewalks, rooftops and driveways will be incorporated into the model through the land use layer that assigns a constant impervious percentage based on the type of development.

The results will be presented to the City to prioritize areas for conceptual designs to address these deficiencies. A map of the as-built stormwater system and summary report from the H&H modeling will be provided to the City. In addition, all survey results and model inputs that are identified or delineated in GIS (e.g., elevations of structures and inverts, coordinates, impervious cover) will be provided as GIS layers to the City.

Task 3: Recommendations and Conceptual Design

Conceptual design recommendations for regional pond/storage within the basin will be developed to address deficiencies identified in Task 2. The City's design storm will be the 25-year event, and the 100-year event will be used for major culvert crossings.

The Project Team will develop a conceptual design for regional detention within the basin and present the solution to the City. The conceptual design will show the site and include rough grading, drainage features, a concept section sheet showing the outlet structure and emergency spillway, and a reasonable cost estimate. Per CIP#50 from Task Order 01, the Project Team will investigate appropriately sizing regional detention at Zetterower Road and Jef Road.

For areas with minor flooding, the Project Team will also identify areas on publicly-owned property and rights-of-ways where green infrastructure/low impact development (GI/LID) stormwater management practices may be implemented to infiltrate and treat stormwater runoff at its source and reduce runoff volume. Depending of the amount of green infrastructure retrofit opportunities identified, an increase in pipe size through traditional improvements may be less or may not be needed all together. The City may want to consider implementing some GI/LID retrofits because they provide additional water quality benefits and improve aesthetics.

Task 4: Project Management:

This task will include coordination with City staff, management of the project team, and general project management. The Project Team will attend a kick-off meeting with City staff and will continue to meet with the City periodically throughout the course of this project. GMC staff will also regularly communicate with and update the City on the progress of this project through emails and conference calls.

Schedule

The proposed schedule is to complete Task 1 within two (2) months after executing this Task Order. Once the survey and assessment of Basin #2 is complete, GMC proposes to complete the scope of services described herein within an additional four (4) months. The total project timeline is expected to be completed within six (6) months after executing the Task Order.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. This AGREEMENT authorizes the total fee for all four tasks to be \$93,100.

Task 1. Assessment of Basin #2

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$16,950

Task 2: Construct H&H Model of Basin #2

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$54,220.

Task 3: Recommendations and Conceptual Design

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$16,050.

Task 4: Project Management

The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. The total contract amount for this Task shall not exceed \$5,880 without prior written authorization by the CITY.

Updated unit rates to reflect CONSULTANT's increased costs of its business operations are presented in the table below:


<u>Labor Category (Project Professional)</u>	<u>Hourly Rate</u>
Sr. Vice President	\$225/hour
Vice President	\$190/hour
Project Manager/Sr. Water Resources Engineer	\$150/hour
Sr. Project Engineer/Geologist/Biologist/Ecologist	\$130/hour
Sr. Planner/GISP	\$125/hour
Project Engineer/Geologist/Biologist/Ecologist	\$120/hour
Sr GIS Analyst/Water Resources Engineer	\$115/hour
Engineer II	\$110/hour
Engineer I	\$105/hour
Sr. Environmental Specialist	\$100/hour
GIS Analyst/Environmental Specialist	\$95/hour
Project Coordinator	\$90/hour
Contract Specialist	\$85/hour
Executive Administrative Assistant	\$80/hour
Administrative Assistant	\$70/hour

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 2019.

City of Statesboro, GA

By: _____
Signature
Jonathan M. McCollar, Mayor

Goodwyn Mills and Cawood, Inc.

By:  _____
Signature
Courtney Reich, Regional Vice President, Environmental Department



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 7-8-2019

RE: Statesboro Fire Tax District Intergovernmental Agreement Extension

Policy Issue: NA

Recommendation: Approval – Requires City Council approval and signatures of the Mayor and City Clerk (attest).

Background: The Statesboro Fire Department provides services to a portion of unincorporated Bulloch County under an Intergovernmental Agreement (IGA). This area is defined in the IGA and is sometimes referred to as “the Fire District” or “The 5-Mile Fire District” (due to the district extending approximately 5 road miles from each of our two fire stations). Residents in the Fire District pay 1.8 mills for Fire Services that are equitable to those residing within the City Limits. While Statesboro Fire has serviced this area since the 1980’s, the most recent “version” of this agreement has been in place since around 2005. Since that time, the terms of these agreements have varied in duration anywhere from one to five years. Since assuming the Fire Chief position in 2010, I have advocated for several changes within the agreement, most notably a longer term (15-25 years). While we have made progress in achieving a longer term agreement over the past couple of years with Bulloch County, this longer term agreement was unable to be accomplished before the expiration of the current agreement, hence the reasoning for the proposed one year extension. The extension has been review by Cain and Jeff Akins (Bulloch County Attorney) and has been agreed to in principle by members of City Council, but it has not been presented to them for a formal vote to date. This extension was approved by the County Commission at last night’s meeting by a 5-0 vote.



*Timothy E. Grams
Fire Chief*

Statesboro Fire Department

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



*Jonathan M. McCollar
Mayor*

Budget Impact: The SFTD generated \$957,135.00 in FY2018 which accounted for approximately 25% of the Fire Department total revenues in FY18.

Council Person and District: ALL

Attachments: Statesboro Fire District IGA – 2019-2020
Exhibit A to IGA – 2019 (Map of SFTD)

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION SERVICES

This intergovernmental agreement is entered into this 1st day of July, 2019 by and between the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA**, a municipal corporation (hereinafter “the City”) and **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”).

WITNESSETH:

WHEREAS, the City of Statesboro operates a paid fire department currently with two stations fully manned around the clock that provides fire suppression and prevention services to its citizens; and,

WHEREAS, given the amount of staffing, training, equipment and water supply, and communications available to the fire department, the Insurance Services Office (ISO) has determined that the Statesboro Fire Department currently qualifies for a Class 3 Fire Insurance Rating, on a scale of 1 (best) to 10 (uninsured); and,

WHEREAS, the ISO recognizes the same fire insurance rating for areas outside the limits as inside, if those areas are within a five-mile travel distance of one of the City’s fire stations, there is available water to the site, and there is an agreement in place to assure response; and,

WHEREAS, the availability of a quick response by a fire department staffed around the clock as supplemented by a County fire department, currently consisting of some full-time paid firefighters and volunteer/reservists, offers a reduction in homeowners and business property insurance premiums that more than offsets the additional taxes that would be collected by establishing a fire district for those properties outside the City, but within the five-mile travel distance of a City fire station; and,

WHEREAS, the City is willing to provide fire suppression services within such an area, and the County has determined that doing so will provide those citizens with a higher level of fire protection at a net reduced cost when insurance premiums and a fire tax district are compared; and,

WHEREAS, the City and County have such a fire district currently in place, and wish to continue it for the duration of this Agreement, or subsequent renewal, as the most cost effective and efficient means of providing fire protection to this area; and

WHEREAS, pursuant to a previous agreement the County withheld a certain portion of money previously collected from the aforesaid fire district to assist the County with the provision of

County fire services within the fire district, and the parties now desire to specify how such funds shall be expended in this Agreement;

NOW, THEREFORE, both parties, City and County, covenant and agree as follows:

-1-

The County has established a special fire tax district, hereinafter referred to as the "Statesboro Fire Tax District" or "SFT District," based upon the five mile driving distance from City fire stations required by the ISO for a property to receive the same ISO rating as provided in the City. The current boundaries of the SFT District are indicated by the area in blue on the map attached hereto as Exhibit A. The SFT District shall be designated upon a map prepared and maintained by the County's GIS Division. The boundaries shall be clearly defined, and the parcels affected coded appropriately so that the SFT District tax can be added to the County's property tax bill for each parcel. The County shall furnish to the City a reasonable number of such maps at no cost. The County agrees to maintain the current SFT District for the duration of this Agreement.

-2-

The money collected from the SFT District tax shall be paid to the City of Statesboro by the 20th day of each month for which tax receipts are collected prior to the beginning of that particular month to pay for the services rendered by the Statesboro Fire Department. The City hereby agrees to establish a Special Revenue Fund, entitled the "Statesboro Fire Services Fund", and shall account for financial activities accordingly. Any funding remaining at fiscal year-end shall remain in this fund as fund balance, to be used as necessary in future years.

-3-

The City and County recognize that property taxes are not billed until mid-October, and are not overdue until mid-December of each fiscal year. Consequently the funding to pay for this service will not be immediately available each year. It is agreed by the parties that the City, the County, or some combination thereof, may loan the Statesboro Fire Services Fund the necessary funds each year to cover this temporary cash flow shortage. In that event, each entity shall be entitled to interest on that temporary loan equal to what it would have earned each month on said funds had it been invested in the City's or County's overnight investment accounts. Said interest shall constitute a valid expense of the Statesboro Fire Services Fund. Any funds in the Statesboro Fire Services Fund shall earn monthly the same rate of interest as the City's other overnight investment accounts earn for said month.

-4-

Pursuant to a previous agreement the County withheld a certain portion of money previously collected from the SFT District to assist the County with the provision of fire services within the SFT District. The current balance of funds so withheld by the County is One Hundred Thousand Seven Hundred and Fifty-three and No/100 Dollars (\$100,753.00) (hereinafter referred to as "the

County SFT District Fund Balance”). The parties hereby agree that the County shall pay the balance of the funds in the County SFT District Fund Balance to the City for deposit into the Statesboro Fire Services Fund to be used by the City toward provision of fire protection services.

-5-

The City and County may jointly amend the boundaries of the SFT District as well as the term of this agreement at any time by mutual consent, and shall work together on any proposed expansions of the SFT District in the event that the City considers the addition of a fire station(s). In the event the City constructs an additional fire station(s), the County may, but shall not be obligated to, expand the boundaries of the SFT District and/or lengthen the term of this agreement. The County shall not construct any fire delivery infrastructure in the SFT District or within the city limits of the City of Statesboro during the term of this Agreement.

-6-

There is hereby created the Statesboro Fire Tax District Review Committee (the “Committee”) consisting of the Chairman of the Board of Commissioners, a Commissioner appointed by the Chairman, the County Public Safety Director, the County Fire Chief, the Mayor, a Councilman appointed by the Mayor, and the City Fire Chief to review and advise the governing bodies regarding fire services, including, but not necessarily limited to placement of any new fire stations, possible expansion of the SFTD, joint training and the advisability of a longer-term agreement. The Committee shall have its regular meeting the first Monday in October each year at 10:00 a.m. in the City Council Chambers at City Hall. Special meetings of the Committee shall occur as necessary upon the call of either the Chairman of the Board of Commissioners or the Mayor of the City of Statesboro. All meetings of the Committee shall comply with Section 50-14-1 *et seq.* of the Official Code of Georgia Annotated, commonly referred to as the “Open Meetings Act” or “Sunshine Law.”

-7-

The parties agree that any fees or charges for services such as burning permits, fire code prevention, excessive false alarms, hazardous material spills, or other fire related services, shall be paid into the Statesboro Fire Services Fund to support the fire department’s budget.

-8-

The County agrees to use all legal remedies available to a County Tax Commissioner to collect any and all delinquent tax accounts in the SFT District due to the Statesboro Fire Services Fund.

-9-

The Statesboro Fire Department shall provide the same level of suppression response for all calls within the SFT District as it does for identical calls within the City. The Statesboro Fire Department shall respond to all calls within the SFT District based on the accepted practice of triage for fire incidents. The City shall also be designated by the County as the department responsible for the area within the SFT District.

-10-

The City shall investigate the causes of a fire incident within the SFT District in the same manner as it does for any identical fire incident within the City.

-11-

City and County agree to cooperate in order to formulate a plan designed to achieve a uniform ISO Fire Insurance Rating throughout the SFT District by addressing and evaluating existing water systems and sources, potential need for additional resources and alternative water delivery methods for fire suppression, and the adequacy of existing County ordinances relating to water system regulations and fire prevention and protection. The end goal of said plan shall be to ensure there are adequate and uniform fire suppression capabilities throughout the SFT District. The Committee shall meet no later than six (6) months from the date of entry of this Agreement in order to review progress on said plan. The adoption or approval of any County ordinances or amendments to County ordinances is within the sole province and discretion of the Bulloch County Board of Commissioners, and the County cannot and does not guarantee or warranty any particular level of water system performance.

-12-

The City's Fire Marshal shall be designated by the County as the party responsible for Fire Code and Life Safety Code interpretations and enforcement within the SFT District to assure uniformity of construction standards for fire prevention purposes.

-13-

The City's fire department shall be responsible for maintaining records of any testing of private water systems within the SFT District. The City's fire department shall provide copies of testing records to ISO when required.

-14-

The City shall provide to the County on a monthly basis a financial report for all activities and transactions for the Statesboro Fire Service Fund in the same manner as it does for the Mayor and City Council of Statesboro.

-15-

As payment for services under this Agreement, the County agrees to levy an ad valorem tax on all taxable property in the SFT District at a millage rate of 1.8 mills for each fiscal year during the term of this Agreement. The County shall pay the revenue generated from said tax to the City in accordance with the provisions of this Agreement, and this shall constitute the sole remuneration from the County to the City for fire suppression services in the SFT District for the duration of this Agreement.

-16-

The City shall provide the County with a proposed budget for the Statesboro Fire Services Fund not later than April 20th of each year, so that the County can review and provide input on it prior to City Council adoption.

-17-

The parties hereby agree that all assets currently used by the Statesboro Fire Department shall remain the property of the City of Statesboro, and any assets purchased in the future from the money in this fund, shall be and remain the sole property of the City of Statesboro. The parties further agree that this service contract is for the use of those assets during the term of this Agreement only.

-18-

Nothing herein shall alter in any manner any agreements for mutual aid response from the Statesboro Fire Department, or any fire department within Bulloch County.

-19-

Written notice required by this Agreement shall be sent to the City Manager on behalf of the City, and to the County Manager on behalf of the County.

-20-

(a) If the Parties cannot cooperatively resolve any issue that may arise between the Parties concerning this Agreement in a timely manner, the Parties agree to attempt to resolve the dispute, claim or controversy arising out of or relating to this Agreement by non-binding mediation before a neutral third party agreed upon by the Parties. If the Parties cannot agree upon a neutral third party then each Party shall select a neutral third party and those two neutral third parties shall confer and select a third neutral third party to conduct the non-binding mediation. The Parties further agree that their respective good faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy, including litigation, arbitration or other dispute resolution procedures.

(b) Either Party may commence the mediation process by providing to the other Party written notice, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other Party shall deliver a written response to the initiating Party's notice. The initial mediation session shall be held within thirty (30) days after the initial notice. The Parties agree to share equally the costs and expenses of the mediation (which shall not include the expenses incurred by each Party for its own legal representation in connection with the mediation).

(c) The Parties further acknowledge and agree that mediation proceedings are settlement negotiations, and that, to the extent allowed by applicable law, all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the Parties or their agents shall be confidential and inadmissible in any litigation, arbitration or other legal proceeding involving the Parties; provided, however, that evidence which is otherwise

admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

(d) The provisions of this section may be enforced by any court of competent jurisdiction, and the Party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom enforcement is ordered.

-21-

Should any part of this Agreement be declared invalid by a court having competent jurisdiction, then the other parts shall remain in full force and effect unless amended by mutual agreement of the parties.

-22-

This Agreement, as supplemented by the Bulloch County Service Delivery Agreement, constitutes the full agreement between the parties in regard to fire suppression services, and this Agreement may not be amended except by written approval by both parties.

-23-

This Agreement shall be construed and interpreted under the laws of the State of Georgia.

-24-

Both parties covenant and agree that this Agreement shall be effective from the date of this Agreement through June 30, 2020, and that no provision of this Agreement shall be effective or binding on either of the parties after June 30, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

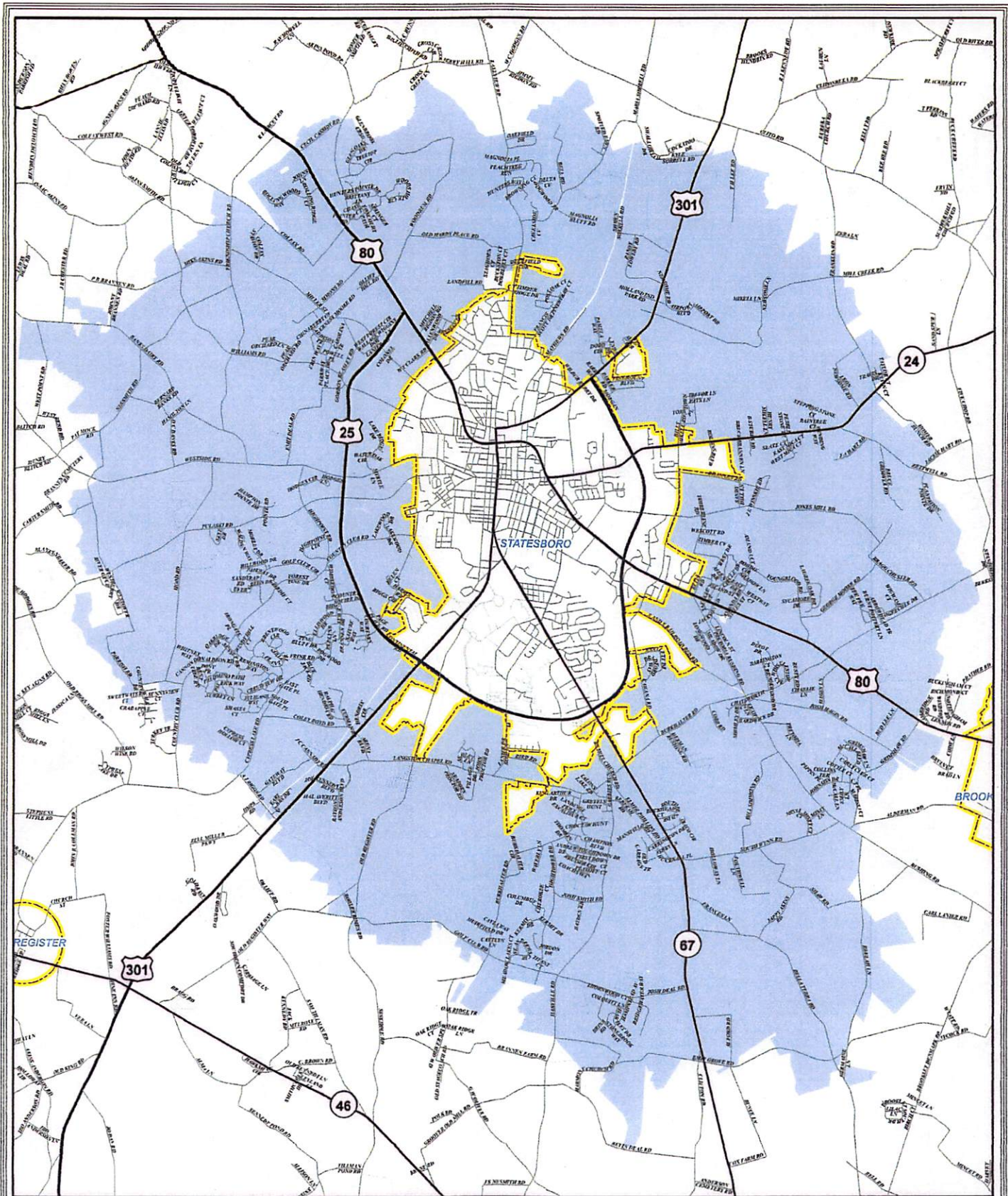
MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: _____
Roy Thompson, Chairman

By: _____
Jonathan McCollar, Mayor

Attest: _____
Olympia Gaines, Clerk

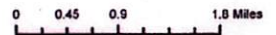
Attest: _____
Sue Starling, Clerk



BULLOCH COUNTY
FIVE MILE TAX DISTRICT

Five Mile Tax District

EXHIBIT A



CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Charles Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy West, Finance Director

Date: July 8, 2019

RE: Closing of the 2007 Special Purpose Local Option Sales Tax (SPLOST) Bank Account

Policy Issue: Closing of a bank account.

Recommendation: Approval to close the 2007 SPLOST Bank Account.

Background: The 2007 SPLOST Intergovernmental Agreement with Bulloch County required the City to open a separate bank account for the 2007 SPLOST revenue. As of June 30, 2019, all of the 2007 SPLOST funds have been expended in accordance with the 2007 SPLOST agreement. Therefore, it is my recommendation to close the 2007 SPLOST Bank Account.

Budget Impact: N/A

Council Person and District: All

Attachments: Resolution

RESOLUTION #2019-25: A RESOLUTION AUTHORIZING THE CLOSING OF
THE BANK ACCOUNT FOR THE 2007 SPECIAL PURPOSE LOCAL OPTION
SALES TAX FUND

WHEREAS, the City Council was required, in the intergovernmental agreement with Bulloch County, to have a separate bank account for the 2007 SPECIAL PURPOSE LOCAL OPTION SALES TAX (SPLOST); and

WHEREAS, all proceeds from the 2007 SPLOST have been disbursed in accordance with the 2007 SPLOST agreement;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia that the City Manager and Director of Finance are hereby authorized and directed to close the City of Statesboro's 2007 SPLOST bank account.

BE IT FURTHER RESOLVED that any Resolution or parts of a Resolution in conflict herewith are hereby rescinded.

Adopted this 16th day of July 2019.

City of Statesboro, Georgia

Jonathan McCollar, Mayor

Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Charles Penny, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy West, Finance Director; Flavia Starling, Human Resources Director;
Jason Boyles, Interim Assistant City Manager

Date: July 9, 2019

RE: Authorized Personnel and Police Pay Plan

Policy Issue: Job Position Classification and Compensation Plan

Recommendation: Approval of the Authorized Personnel and Police Pay Plan.

Background: In November 2017, the Council adopted a separate pay plan for the Statesboro Police Department. The Pay Plan was adjusted to ensure Statesboro was paying a competitive wage for entry level officer. At the time, the City was having a difficult time filling vacant police positions.

Condrey and Associates were hired in October 2018 to update the City's Job Classification and Compensation Plan. When Condrey and Associates submitted their final report, the Police Department's Pay Plan was included and merged into the final report. However, when included in the new City Pay Plan, the previous Police Pay Plan was adversely affected. Therefore, to correct the issue, it is proposed to reinstate the Police Pay Plan adopted June 18, 2018.

In Condrey and Associates final report, the Natural Gas Technician was graded at a 13. It was inadvertently placed at a grade 14 in the Authorized Personnel in the FY2020 Budget.

Budget Impact: N/A

Council Person and District: All

Attachments: Resolution, Authorized Personnel and 2020 Police Pay Plan

City Manager Recommendation: Approval of Resolution.

RESOLUTION #2019-26: A RESOLUTION AMENDING THE JOB POSITION
CLASSIFICATION AND COMPENSATION PLAN

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

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on May 21, 2019: and

WHEREAS, prior to the adoption of the Job Position Classification and Compensation Plan adopted on May 21, 2019 performed by Condrey and Associates, the Statesboro Police Department had a separate Job Position Classification and Compensation Plan adopted November 7, 2017.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 16th day of July, 2019 as follows:

Section 1. Reinstatement of the Job Position Classification and Compensation Plan for the Statesboro Police Department adopted June 18, 2018.

Section 2. That the Natural Gas Technician position is hereby graded at 13 per the Condrey and Associates Report.

BE IT FURTHER RESOLVED that any Resolution or parts of a Resolution in conflict herewith are hereby rescinded.

Adopted this 16th day of July 2019.

City of Statesboro, Georgia

Jonathan McCollar, Mayor

Sue Starling, City Clerk

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time

GENERAL FUND:

GENERAL GOVERNMENT AND LEGISLATIVE

Mayor			1		1		1	
Council Member			5		5		5	
Sub-Total General Government & Legislative			0	6	0	6	0	6

CITY MANAGER'S OFFICE

City Manager			1		1		1	
Deputy City Manager	28						1	
Deputy City Manager	128		1		1			
Executive Assistant	16						1	
Executive Assistant	110		1		1			
Sub-Total City Manager's Office			3	0	3	0	3	0

CITY CLERK'S OFFICE

City Clerk	23						1	
City Clerk	123		1		1			
Records Manager	16						1	
City Clerk, Assistant	109		1		1			
Tax and License Coordinator	14						1	
Tax and License Clerk	108		1		1			
Sub-Total City Clerk's Office			3	0	3	0	3	0

FINANCE DEPARTMENT

Director of Finance	25						1	
Director of Finance	124		1		1			
Assistant Director of Finance	23						1	
Director of Finance, Assistant	116		1		1			
Senior Accountant	19						1	
Senior Accountant	113		0		0			
Accountant	17						1	
Accountant	111		1		1			
Accounts Payable Technician	12						1	
Accounts Payable Technician	107		1		1			
Accounting and Payroll Technician	12						1	
Accounting and Payroll Technician	107		1		1			
Administrative Assistant	12						1	
Administrative Assistant	106		1		1			
Sub-Total Finance Department			6	0	6	0	7	0

LEGAL DIVISION

City Attorney			1		1		1	
Sub-Total Legal Division			1	0	1	0	1	0

HUMAN RESOURCES

Director of Human Resources	24						1	
Director of Human Resources	123		1		1			
HR Coordinator, Senior	18						1	
HR Coordinator, Senior	113		1		1			
HR Coordinator	17						1	
HR Coordinator	111		1		1			
Sub-Total Human Resources			3	0	3	0	3	0

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
MUNICIPAL COURT							
Municipal Clerk of Court	19					1	
Municipal Clerk of Court	108	1		1			
Deputy Clerk	10					2	
Deputy Clerk	105	2		2			
Judge			1		1		1
Sub-Total Municipal Court		3	1	3	1	3	1
ENGINEERING							
City Engineer	24					1	
City Engineer	123	1		1			
Assistant City Engineer	22					1	
Assistant City Engineer	118	1		1			
Civil Engineer	21					1	
Civil Engineer	115	1		1			
TSPLOST/Capital Projects Manager		0		1		1	
Civil Construction Inspector	18					0	
Civil Construction Inspector	18	0		0			
Administrative Assistant	12					0.5	
Administrative Assistant	106	0.5		0.5			
PROTECTIVE INSPECTIONS DIVISION							
Building Official	115	1		0		0	
Building Inspector	111	1		0		0	
GOVERNMENTAL BUILDINGS DIVISION							
Custodian	103	1	1	0	1	0	0
Sub-Total Engineering Department		6.5	1	4.5	1	4.5	0
POLICE DEPARTMENT							
Police Chief	PD-10	1		1			1
Deputy Police Chief	PD-9	1		1			1
Captain	PD-8	2		2			2
Lieutenant	PD-7	3		3			3
Sergeant	PD-6	11		11			11
Detective, Senior	PD-5	6		6			6
Corporal	PD-5	6		6			6
Detective	PD-4	2		2			2
Advanced Patrol Officer	PD-3	25		25			25
Police Officer	PD-2	16		17			20
Communications Supervisor	17					1	
Communications Supervisor	110	1		1			
Records Supervisor	12					1	
Records Clerk	108	1		1			
Administrative Assistant	12					3	
Administrative Assistant	106	3		3			

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Senior Communications Officer	13					3	
Senior Communications Officer	106	3		3			
Communications Officer	12					5	
Communications Officer	105	4		5			
Administrative Clerk	9					2	1
Administrative Clerk	104	2		2	2		
CODE COMPLIANCE							
Code Compliance Officer, Senior	110	1	0	0	2	0	
Sub-Total Police Department		88	0	89	2	15	78

PUBLIC WORKS

ADMINISTRATION DIVISION

Director of Public Works and Engineering	26					1	
Director of Public Works and Engineering	126	1		1			
Administrative Assistant	12					1	
Administrative Assistant	106	1		1			
KSBB Coordinator	16						1

STREETS DIVISION

Streets and Parks Superintendent	21					1	
Streets and Parks Superintendent	116	1		1			
Assistant Streets and Parks Superintendent	18					1	
Streets and Parks Superintendent, Assistant	112	1		1			
Streets Supervisor	16					1	
Streets Supervisor	110	1		1			
Traffic Signal Technician	16					1	
Traffic Operations Crew Leader	107	1		1			
Heavy Equipment Crew Leader	14					1	
Equipment Crew Leader	107	1		1			
Street Maintenance Crew Leader	12					3	
Street Maintenance Crew Leader	104	3		3			
Senior Heavy Equipment Operator	13					8	
Equipment Operators Senior	104	1		1			
Heavy Equipment Operator	12					1	
Equipment Operators	103	8		8			
Street Maintenance Worker	9					5	
Maintenance Worker	102	5		5			

PARKS DIVISION

Parks Supervisor	16					1	
Parks Supervisor	110	1		1			
Groundskeeper	9					6	
Groundskeeper	102	6		6			
Sub-Total Public Works		31	0	31	0	31	1

PLANNING AND DEVELOPMENT

Director of Planning and Development	24					1	
Director of Planning and Development	123	1		1			
City Planner II	19					1	
City Planner	111	1		1			
City Planner I	17					1	
City Planner I	109	0		1			
Administrative Assistant	12					1	
Administrative Assistant	106	1		1			
KSBB Coordinator			1		1		

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
CODE COMPLIANCE							
Code Compliance Officer	14					2	
Code Compliance Officer	109	1		2			
PROTECTIVE INSPECTIONS DIVISION							
Building Official	21					1	
Building Official	115			1			
Building Inspector	16					1	
Building Inspector	111			1			
GOVERNMENTAL BUILDINGS DIVISION							
Custodian	7					1	1
Custodian	103			1	1		
Sub-Total Community Development		4	1	9	2	9	1

GENERAL FUND TOTAL		148.5	9	152.5	12.0	79.5	87
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STATESBORO FIRE SERVICE FUND:

FIRE DEPARTMENT							
Fire Chief	25					1	
Fire Chief	125	1		1			
Deputy Fire Chief	23					1	
Deputy Fire Chief	121	1		1			
Assistant Fire Chief	22					1	
Fire Training Chief	119	1		1			
Fire Prevention Officer	22					1	
Fire Prevention Officer	119	1		1			
Battalion Chief	21					4	
Battalion Chief	118	4		4			
Training Captain-FD	20					1	
Training Captain-FD	115	1		1			
Fire Inspector	16					2	
Fire Inspector	110	2		2			
Captain-FD	20					6	
Captain-FD	108	6		6			
Administrative Assistant	12					2	
Administrative Assistant	106	2		2			
Lieutenant-FD	18					6	
Lieutenant-FD	105	6		6			
Firefighter Apparatus Operator	16					13	
Firefighter Apparatus Operator	102	0		13			
Firefighter	14					12	
Firefighter	101	25	10	12	10		10
Sub-Total Fire Department		50	10	50	10	50	10

STATESBORO FIRE SERVICE FUND TOTAL		50	10	50	10	50	10
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ALCOHOL BEVERAGE CONTROL FUND

POLICE DEPARTMENT							
Police Officer	107	1		0		0	
Sub-Total Alcohol Beverage Control		1	0	0	0	0	0

ALCOHOL BEVERAGE CONTROL FUND TOTAL		1	0	0	0	0	0
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WATER AND SEWER FUND:

WATER AND SEWER SYSTEMS DIVISION							
Public Utilities Director	26					0.33	
Public Utilities Director	126	0.33		0.33			
Water and Sewer Superintendent	21					1	

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Water and Sewer Superintendent	116	1		1			
Assistant Water and Sewer Superintendent	18					1	
Water and Sewer Superintendent, Assistant	112	1		1			
Water and Sewer Supervisor	16					1	
Water and Sewer Supervisor	110	1		1			
Water and Sewer Crew Leader	14					6	
Water and Sewer Crew Foreman	108	6		6			
Camera Crew Leader	14					1	
Camera Crew Foreman	108	1		1			
Regulatory and IT Specialist	14					1	
Meter System Technician	12					2	
Meter System Technician	106	2		2			
Water and Sewer System Operator	12					6	
Water and Sewer System Operator	106	5		6			
Utility Service Technician	12					1	
Utility Service Technician	106	1		1			
Administrative Assistant	12					0.5	
Administrative Assistant	106	1.5		1.5			
Senior Water and Sewer Worker	12					1	
Water and Sewer Crew Leader	105	1		1			
Camera Operator	12					1	
Camera Operator	105	1		1			
Water and Sewer Worker	9					1	
Water and Sewer Laborer	102	2		1			
Sub-Total Water and Sewer Division		23.83	0	23.83	0	23.83	0
WASTEWATER TREATMENT PLANT DIVISION							
Public Utilities Director	26					0.33	
Public Utilities Director	126	0.33		0.33			
Compliance Project Manager						1	
Compliance Project Manager		1		1			
Wastewater Superintendent	21					1	
Wastewater Superintendent	116	1		1			
Maintenance Supervisor	17					1	
Maintenance Supervisor	112	1		1			
SCADA Administrator	17					1	
SCADA Administrator	112	1		1			
Laboratory Supervisor	17					1	
Laboratory Supervisor	112	1		1			
Laboratory Technician	14					2	
Laboratory Technician	109	2		2			
Instrumentation Crew Leader	16					1	
Instrumentation Crew Leader	108	1		1			
Maintenance Crew Leader	14					1	
Maintenance Crew Leader	108	1		1			
Chief WWTP Operator	14					4	
WWTP Operator, Chief	108	4		4			
Administrative Assistant	12					1	
Administrative Assistant	106	1		1			
Instrumentation Technician	14					1	
Instrumentation Technician	106	1		1			
Maintenance Technician	12					3	
Maintenance Technician	106	3		3			
WWTP Operator	12					9	
WWTP Operator	106	9		9		0	
Sub-Total Wastewater Division		27.33	0	27.33	0	27.33	0
CUSTOMER SERVICE DIVISION							
Utility Billing Supervisor	16					1	
Utility Billing Clerk	109	1		1			

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Senior Customer Service Representative	11					1	
Customer Service Representative, Senior	105	1		1			
Customer Service Representative	10					4	
Customer Service Representative	104	3		3			
Administrative Clerk	9					1	
Administrative Clerk	104	1		1			
Sub-Total Customer Service Division		6	0	6	0	7	0

WATER AND SEWER FUND TOTAL	57.16	0	57.16	0	58.16	0
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STORMWATER UTILITY FUND

STORMWATER UTILITY FUND							
Stormwater Manager	22					1	
Stormwater Manager	119	1		1			
Stormwater Technician	14					1	
Stormwater Technician	112	1		1			
Administrative Assistant	12					0.5	
Administrative Assistant	106	0.5		0.5			
Stormwater Supervisor	16					1	
Stormwater Supervisor	110	1		1			
Heavy Equipment Crew Leader	14					1	
Stormwater Crew Leader	107	1		1			
Senior Heavy Equipmnet Operator	13					3	
Equipment Operator Senior	104	3		3			
Equipment Operator	12					0	
Equipment Operators	103	0		0			
Sub-Total Stormwater Department		7.5	0	7.5	0	7.5	0

STORM WATER UTILITY FUND TOTAL	7.5	0	7.5	0	7.5	0
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NATURAL GAS FUND

NATURAL GAS FUND							
Public Utilities Director	26					0.34	
Public Utilities Director	126	0.34		0.34			
Natural Gas Superintendent	22					1	
Natural Gas Superintendent	116	1		1			
Assistant Natural Gas Superintendent	18					1	
Natural Gas Supervisor	112	1		1			
Natural Gas Crew Leader	14					2	
Natural Gas Crew Leader	109	2		2			
Utility Service Technician	14					1	
Natural Gas Utility Locator/Customer Service Tech	109	1		1			
Administrative Assistant	12					0.5	
Administrative Assistant	106	0.5		0.5			
Natural Gas Service Technician	13					2	
Natural Gas Service Technician	106	2		2			
Sub-Total Natural Gas Department		7.84	0	7.84	0	7.84	0

NATURAL GAS FUND TOTAL	7.84	0	7.84	0	7.84	0
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SOLID WASTE COLLECTION FUND

SOLID WASTE COLLECTION FUND							
Sanitation Superintendent	20					1	
Sanitation Superintendent	115	1		1			
Assistant Sanitation Superintendent	17					1	
Sanitation Superintendent, Assistant	112	1		1			
Sanitation Collection Crew Leader	14					1	
Sanitation Collection Crew Leader	107	1		1			
Collection Equipment Operator	12					14	
Collection Equipment Operator	104	13		13			

AUTHORIZED PERSONNEL

Position Classification by Fund and Department	Position Grade	FY 2018 Budget		FY 2019 Budget		FY 2020 Budget	
		Full-time	Part-time	Full-time	Part-time	Full-time	Part-time
Refuse Collector	9					2	
Refuse Collector	102	2		2			
Sub-Total Solid Waste Collection Division		18	0	18	0	19	0
SOLID WASTE COLLECTION FUND TOTAL		18	0	18	0	19	0
SOLID WASTE DISPOSAL FUND							
SOLID WASTE DISPOSAL FUND							
Landfill Superintendent	20					1	
Landfill Superintendent	115	1		1			
Landfill Supervisor	16					1	
Landfill Crew Leader	107	1		1			
Senior Landfill Equipment Operator	13					2	
Equipment Operator, Senior	104	2		2			
Landfill Equipment Operator	12					2	
Equipment Operator	103	2		2			
Scale House Operator	10					1	
Scale Clerk	103	1		1			
Maintenance Worker	9					1	
Maintenance Worker	102	1		1			
Sub-Total Solid Waste Disposal Division		8	0	8	0	8	0
SOLID WASTE DISPOSAL FUND TOTAL		8	0	8	0	8	0
FLEET MANAGEMENT FUND							
FLEET MANAGEMENT FUND							
Fleet Superintendent	20					1	
Fleet Superintendent	115	1		1			
Lead Mechanic	16					2	
Mechanic, Lead	110	2		2			
Senior Mechanic	14					3	
Mechanic, Senior	108	3		3			
Administrative Assistant	12					1	
Parts Clerk	103		1	0	1		
Sub-Total Fleet Management Fund		6	1	6	1	7	0
FLEET MANAGEMENT FUND TOTAL		6	1	6	1	7	0
CENTRAL SERVICES FUND							
Director of Central Services	24					1	
Director of Central Services	123	1		1			
GIS Administrator	21					1	
GIS Administrator	115	1		1			
Network Administrator	21					1	
Network Administrator	114	1		1			
Senior IT Support Specialist	18					1	
IT Support Specialist	17					1	
IT Support Specialist	110	3		3			
Telecommunications Specialist	17					1	
Administrative Assistant	106	0	1	0	1	0	1
Sub-Total Central Services Fund		6	1	6	1	6	1
CENTRAL SERVICES FUND TOTAL		6	1	6	1	6	1
TOTAL ALL FUNDS		310	21	313	24	243	98

The Authorized Personnel is a brief illustration of approved positions, grades and personnel only. The official position classification and compensation plan can be found on file in the City Manager's Office and the Director of Human Resources' Office and is effective as of its date of adoption. The plan designates classes of positions and titles and establishes wage and salary ranges (grades) for each classified staff position that is under the direction of the City Manager.

FY 2020 Pay Plan Police Department

Grade	Minimum (Hourly)	Minimum (Annual Salary - 40 Hour Employee)	Midpoint (Hourly)	Midpoint (Annual Salary - 40 Hour Employee)	Maximum (Hourly)	Maximum (Annual Salary - 40 Hour Employee)
PD-2	\$ 18.23	\$ 37,929.76	\$ 24.16	\$ 50,256.93	\$ 30.08	\$ 62,584.11
PD-3	\$ 19.16	\$ 39,826.25	\$ 25.37	\$ 52,769.78	\$ 31.59	\$ 65,713.31
PD-4	\$ 20.11	\$ 41,817.56	\$ 26.63	\$ 55,408.26	\$ 33.17	\$ 68,998.97
PD-5	\$ 21.10	\$ 43,447.19	\$ 27.97	\$ 58,178.68	\$ 34.83	\$ 72,448.92
PD-6	\$ 23.28	\$ 48,409.05	\$ 30.83	\$ 64,142.00	\$ 38.40	\$ 79,874.94
PD-7	\$ 26.95	\$ 56,039.53	\$ 35.70	\$ 74,252.37	\$ 44.45	\$ 92,465.23
PD-8	\$ 30.43	\$ 63,363.98	\$ 40.36	\$ 83,957.42	\$ 50.27	\$ 104,550.75
PD-9	\$ 35.27	\$ 73,351.86	\$ 46.73	\$ 97,191.22	\$ 58.19	\$ 121,030.58
PD-10	\$ 42.87	\$ 89,159.65	\$ 56.81	\$ 118,136.52	\$ 70.73	\$ 147,113.40