



July 19, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Boyum
3. Recognitions/Public Presentations
 - A) Presentation of an award to retiring Battalion Chief William Neal Lee for his 36 years of service to the City of Statesboro.
 - B) Presentation of a Certificate of Recognition to Councilmember Paulette Chavers received from the Carl Vinson Institute of Government and the Georgia Municipal Association.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 06-21-2022 Work Session Minutes
 - b) 06-21-2022 Council Minutes
 - B) Consideration of grant of license for the package sale of distilled spirits, beer, and wine to FTJ Enterprises, Inc. DBA S'Boro Liquors located at 860 Buckhead Drive.
6. Consideration of a motion to approve a contract with SAFEbuilt in the not to exceed amount of \$100,000 for building inspection, plan review, and permitting services.
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 22-06-01**: Edward W Curl Jr., requests a Zoning Map Amendment from the R4/HOC (High-Density Residential/Highway-Oriented Commercial) zoning districts to the HOC (Highway-Oriented Commercial) zoning district in order to establish a vehicle repair shop on 3.2 acres of property located at 30 Rucker Lane.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 22-06-02**: L&S Acquisitions LLC requests a Zoning Map Amendment from the R10/R8 (Single-Family Residential) to the PUD (Planned Unit Development) zoning district, in order to develop a single-family detached subdivision on 34.48 acres at 1263 S&S Railroad Bed Road.
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION CBD 22-06-03**: First Baptist Church request plan approval for a portion of the campus located at 108 North Main Street.

10. Public Hearing and Consideration of a Motion to Approve **Ordinance 2022-03**: An Ordinance amending Appendix A of the Statesboro Code of Ordinances to include definitions and standards relating to townhome development.
11. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):
 - A. Bubba D's DBA Butts N Brews
454 S Main St
Statesboro, Ga 30458
License Type: Restaurant
 - B. Wings Over Statesboro, Inc. DBA Wild Wing Cafe
52 Aspen Heights Dr
Statesboro, Ga 30458
License Type: Restaurant
12. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):
 - A. Family Dollar Stores of Georgia LLC, DBA Family Dollar #30436
20 Veterans Plaza
Statesboro, Ga 30458
License Type: Package Sales - Beer and Wine only
13. Consideration of a motion to approve the Retail Development and Small Business Recruitment/Retention Proposal from Georgia Southern University.
14. Motion to award a contract for branding and marketing services for the City of Statesboro to North Star in an amount not to exceed \$79,000.00 plus expenses, which are not to exceed \$5,000.00.
15. Consideration of a motion to approve the purchase of one (1) complete set (Cutters, Spreaders and Ram) of TNT Battery Extraction tool in the amount of \$29,390.00 from Victory Steel, LLC.
16. Consideration of a motion to approve Change Order 3 with McLendon Enterprises, Inc. in the amount of \$7,153.58 for the Blue Mile Streetscape Improvements Project.
17. Other Business from City Council
18. City Managers Comments
19. Public Comments (General)
 - A) Annie Bellinger

20. 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)

21. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
JUNE 21, 2022

Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

3:00 PM

A Work Session of the Statesboro City Council was held on June 21, 2022 at 3:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar, Council Members: Phil Boyum, Paulette Chavers, Venus Mack - via zoom, and Shari Barr - via zoom. Also present was City Clerk Leah Harden, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips. Absent was City Attorney Cain Smith and Councilmember John Riggs.

1. Third Quarter Financial Report

Director of Finance Cindy West presented the third quarter financial report of Fiscal Year 2022, reviewing revenues and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Revenues in the General fund are down slightly due to Cares Act funding the city received last year. Ms. West also reviewed the SPLOST and TSPLOST funds distribution and these funds are trending more in FY 2022 than in FY 2021. The Hotel/Motel tax revenue has increased as we have collected \$280,000 more than this time last year.

2. Business Recruiter Presentation

City Manager Charles Penny gave background on the Small Business Recruiter position stating it was proposed in March 2020 at the Council Retreat however the pandemic interrupted any further action until now. This position's purpose is to recruit new small businesses to the Statesboro market and to retain existing business. This position could be a city employee or the City could contract with an outside source. A proposal was received from the Business Innovation Group from Georgia Southern and was in the 6-7-2022 FYI packet. Dominique Halaby came forward and presented the proposal stating with the large businesses coming to our area we need to be adequately prepared for an increase in population. A Business Recruiter would pay close attention to what is needed in our area. They would monitor the trends and bridge those connections. The proposal includes pay, travel, supplies, data, and other related expenses.

3. Branding Presentation

Will Ketchum with Northstar stated they help communities compete for things they want and branding helps support the goals for Statesboro. A logo and a slogan won't solve much so what is needed is a positioning strategy. Municipal branding begins with resident engagement, education and research to determine the Statesboro Story. The process will take about 8-9 months starting with engaging the public and stakeholders. Next will be insight gathering and research to figure out who, what, why, and how. Then will come the DNA and strategy formation which focuses on what is distinct, authentic and own able by the City of Statesboro. Branding identity and message development will be done through socializing and consensus building. Lastly will be the brand action ideas and rollout, with a presentation of a real 3D brand action activation and a step by step rollout guide.

Councilmember Phil Boyum stated that we need to work together with the County and Board of Education on this effort.

Mr. Penny stated we will reach out to the county to see if they are interested in partnering with us on this.

4. Safebuilt Building Inspection Services Presentation

Director of planning and Development Kathy Field presented the proposed professional services agreement with Safebuilt. The planning department is responsible for building inspection services, plan review, and interpretation of the State building code. The positions that carry out these functions have been recently vacated and to date have not been filled. So it is necessary to explore other options to carry out these services. Safebuilt is a company for the express purpose of providing inspection services. Their headquarters are in Alpharetta, GA. This company supplies similar services to the cities of Auburn, Danielsville, Garden City, Grovetown, Lilburn, Sandy Springs as well as Macon-Bibb and Twiggs counties. As part of their service inspections can be scheduled up to 4:00 pm the previous day, on site inspections will be made within 24 hours, inspections are on an as needed basis, back-up inspectors are in place, all inspectors are State Building Certified, plan reviews are performed off site with a turnaround of one week unless it is a very large project, and they provide us with permitting software at no cost to us. The financial advantages include saving of two employee salaries plus benefits and that the city will no longer need to purchase its own permitting software as it is provided by Safebuilt. A contract will be on the Council agenda for your consideration.

City Manager Charles Penny stated that an IGA has been prepared for TSPLOST that Council will have an option to consider at the upcoming regular meeting or we could have a called meeting on July 1st. The City of Brooklet is going to vote on it this evening. The City of Statesboro will continue to receive 43% of TSPLOST funds. One change made to the allocation of the City's funds was to increase transportation from \$450,000 to \$3 million. There was a consensus to consider the IGA this evening at the regular meeting.

5. Proposed Townhouse Ordinance

Director of Planning and Development Kathy Field presented the proposed amendment to the Statesboro Zoning Ordinance to establish a new R-2 Townhouse Residential Zoning district and Townhouse dwelling standards. The need for these changes is that an ordinance does not exist in our code and we currently have four applications for townhomes however we have no standards to go by. The city has reached out to TSW to compose a model townhouse ordinance to include standards for allowed uses, height regulations, dwelling units per acre, open space, internal street standards, landscaping standards, building standards, and utilities. There will be a review of the proposed ordinance with the Planning Commission on July, 5, 2022 and then a review for consideration by Council at the July 19, 2022 City Council meeting.

There are two items on the Council agenda that staff is asking Council to push back to the Planning Commission for review after the adoption of the Townhouse ordinance.

6. Renovation Plans for Joe Brannen Hall, City Hall and Employee Clinic.

Assistant City Manager Jason Boyles presented the proposed renovation plans for Joe Brannen Hall, City Hall, and the Employee Clinic. Joe Brannen Hall will include the employee clinic, Human Resources, Public Utilities expansion, Roxy Remly kilns, and records storage. The timeline for the project began in February 2022 with a preliminary design, next will be construction documents July 2022, bidding will be done September 2022, a construction contract October 2022 with construction to be completed May 2023. The cost for these renovations is estimated at \$980,000.00.

Renovations to City Hall include increased security, address life safety issues, better accessibility, floor plan modifications to improve usable office space, and a refresh of the worn restroom finishes. Renovations to the first floor of City Hall include a refresh on the restrooms and the correction of life safety issues. The second floor will include increased security, the addition of office space, an extension of conference room, and a refresh on the worn restrooms. The third floor proposed plan includes increased security and additional office and storage space. The proposed budget for these renovations is \$400,000.000. The timeline for the project began in February 2022 with a preliminary design, next will be construction documents July 2022, bidding will be done September 2022, a construction contract October 2022 with construction to be completed February 2023.

7. Subdivision Incentive Program Amendment

Assistant City Manager Jason Boyles presented proposed revisions to the Statesboro Code of Ordinances Chapter 62 – Residential Subdivision Incentive Program. The current ordinance was revised in 2020 however we only received one valid application. There is minimal interest in Article II as it consists of cumbersome regulations. The cost for housing construction has increased by 19% since 2020 and we have been receiving more interest in higher density subdivisions. The proposed amendments include expanding the applicable zoning districts to include R-6, R-8, R-10, R-15, R-20, R-30, and R-40, increasing the incentive amount from \$10,000/lot to \$12,000/lot, add a provision for up to 20% rental occupancy, simplify the program scoring criteria and extend the application period.

The meeting was adjourned at 5:04 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
JUNE 21, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Mayor Jonathan McCollar gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Via Zoom	5:50 pm
John Riggs	Councilmember	Absent	
Shari Barr	Mayor Pro Tem	Via Zoom	

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

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 06-07-2022 Council Minutes

b) 06-07-2022 Executive Session Minutes

B) Consideration of a motion for approval of surplus and disposition of a 2005 Sullivan Palatek 10BP Air Compressor in the Public Works Fleet Division.

C) Consideration of approval of Resolution 2022-21: A Resolution adopting the maximum tariff rates by towing and storage operators engaged in Non-Consensual Towing.

D) Consideration of grant of utilities easement to Georgia Power to provide an electrical service line for the community garden located at 130 Parker Street.

E) Consideration of a motion to approve a second amendment to the water tower lease agreement with Verizon Wireless, location A.J. Riggs Road (JIMPS) Water Tower.

F) Consideration of grant of license for the package sale of distilled spirits, beer, and wine to Bootliquors located at 2823 Northside Drive West in accordance with City Ordinance 6-23(h).

A motion was made to approve the consent agenda with the addition of approving agenda items #8, #14, #15, #16, and #17.

RESULT:	Motion failed due to the lack of a second.
MOVER:	Councilmember Phil Boyum
SECONDER:	
AYES:	
ABSENT	Councilmember John Riggs, Councilmember Venus Mack

A motion was made to approve the consent agenda.

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

5. Public Hearing and Consideration of a Motion to Approve Application RZ 22-05-02: Horizon Home Builders requests a Zoning Map Amendment from the CR/R-4 (Commercial Retail/High-Density Residential) to the PUD (Planned Unit Development) zoning district for the development of 172 unit townhome development on 17.78 acres at 7130 Veterans Memorial Parkway.

A motion was made to send agenda items #5 and #7 back to the planning commission for reevaluation after the adoption of the town home ordinance.

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

6. Public Hearing and Consideration of a Motion to Approve Application SE 22-05-03: Quaiesha Oglesby requests special exception from Article XXVII, Section 2704, in order to establish a group daycare hosting 15 children on 0.57 acres at 102 Lee Street.

A motion was made to open the public hearing.

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

Quaiesha Oglesby spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve Application SE 22-05-03: Quaiesha Oglesby requests special exception from Article XXVII, Section 2704, in order to establish a group daycare hosting 15 children on 0.57 acres at 102 Lee Street.

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

7. Public Hearing and Consideration of a Motion to Approve Application RZ 22-05-04: W&L Developers, LLC request a zoning map amendment from the R10(Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to construct a 48 unit townhome development on 14.05 acres at S&S Railroad Bed Road.

Action on this item was taken with agenda item #5 see above.

8. Public Hearing and Consideration of a motion to approve Resolution 2022-22: A Resolution exempting certain vehicles from marking requirement for one year.

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve Resolution 2022-22: A Resolution exempting certain vehicles from marking requirement for one year.

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

9. Consideration of a motion to approve Resolution 2022-23: A Resolution to adopt the second amendment to the fiscal year 2022 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 2022-23: A Resolution to adopt the second amendment to the fiscal year 2022 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

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

Councilmember Venus Mack joined the meeting via zoom.

10. Consideration of a Motion to approve Resolution 2022-24: A Resolution to adopt the Fiscal Year 2023 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

City Manager Charles Penny stated the budget has not changed from what was presented at the public hearing. Staff recommends approval of this budget \$87,209,068.00.

Councilmember Phil Boyum stated it was his intention to vote against the budget, for precisely the reason that we're going to require a millage rate increase. There is a forty to forty-five percent poverty rate in our community and the homeowners that do live in Statesboro are by large on fixed incomes. And as for my district there are a lot on a fixed income and that does not represent the interest of the people in that live in my district. With that being said I was going to vote no but I have a hard time doing that today since we only have three councilmembers present and would need all votes to pass the budget. But come September I will be vocally opposed to an increase to the millage rate. It is going to hurt the lowest income and fixed income folks in this community. Yes we have limited ways to generate revenue but we haven't looked at expanding any of those ways outside the liquor stores. We've got to be more aggressive with our economic development and ways to generate revenue inside the city that doesn't require us to raise the millage rate.

Mayor McCollar stated he echoes the concerns of Councilmember Boyum as he is also concerned about a millage rate increase, but we have to rely on staff that this is the budget that it takes to run our city. The City is doing more in our community with less and we are competing with cities with a much higher millage rate.

A motion was made to approve Resolution 2022-24: A Resolution to adopt he Fiscal Year 2023 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

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

11. Consideration of a Motion to Approve Resolution 2022-25: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.

A motion was made to approve Resolution 2022-25: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines with the addition of an increased fee by \$10.00 for the community garden to Bulloch County residents and to be made available to them beginning August 1, 2022.

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

12. Consideration of a motion to approve Resolution 2022 - 26: A resolution establishing the policies and procedures for the Community Garden.

A motion was made to approve Resolution 2022 - 26: A resolution establishing the policies and procedures for the Community Garden.

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

13. Consideration of a motion to approve Resolution 2022-27: A Resolution approving application to the Transportation Alternatives (TA) set-aside Program for the Creek on the Blue Mile project.

A motion was made to approve Resolution 2022-27: A Resolution approving application to the Transportation Alternatives (TA) set-aside Program for the Creek on the Blue Mile project.

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

14. 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.

A motion was made 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.

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

15. 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.

A motion was made 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.

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

16. 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 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.

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

17. Consideration of a motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY 2023.

A motion was made to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY 2023.

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

18. Consideration of Intergovernmental Contract between City and Bulloch County regarding commitment of matching ARPA (American Rescue Plan Act) funds in the cumulative amount of one million dollars to assist with property acquisition and construction relating to new Food Bank facility.

A motion was made to approve Intergovernmental Contract between City and Bulloch County regarding commitment of matching ARPA (American Rescue Plan Act) funds in the cumulative amount of one million dollars to assist with property acquisition and construction relating to new Food Bank facility.

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

19. Consideration of Memorandum of Understanding between City, Bulloch County, and Food Bank regarding provision of real property and construction funding to assist Food Bank with obtaining a new food pantry facility.

A motion was made to approve Memorandum of Understanding between City, Bulloch County, and Food Bank regarding provision of real property and construction funding to assist Food Bank with obtaining a new food pantry facility.

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

20. Consideration of a motion to award a contract extension to Assured Partners (Glenn Davis and Assoc.) for General Liability and Workers Comp brokerage services.

A motion was made to award a contract extension to Assured Partners (Glenn Davis and Assoc.) for General Liability and Workers Comp brokerage services.

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

21. Consideration of a motion to award and contract extension to NFP for health services brokerage services. If approved, this extension would terminate on December 31, 2023.

A motion was made to award and contract extension to NFP for health services brokerage services. If approved, this extension would terminate on December 31, 2023.

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

22. Consideration of a motion to award a purchase contract for bus stop shelters to Hasley Recreation in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.

A motion was made to award a purchase contract for bus stop shelters to Hasley Recreation in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.

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

23. Consideration of a motion to award a contract for engineering design of the East Grady Street Sidewalk Improvements project to T. R. Long Engineering PC in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.

A motion was made to award a contract for engineering design of the East Grady Street Sidewalk Improvements project to T. R. Long Engineering PC in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.

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

24. Consideration of a motion to approve the purchase of three (3) complete sets of TNT Hydraulic Extraction tools in the amount of \$24,000.00 (\$8,000.00 per set) from Ten-8 Fire & Safety LLC.

A motion was made to approve the purchase of three (3) complete sets of TNT Hydraulic Extraction tools in the amount of \$24,000.00 (\$8,000.00 per set) from Ten-8 Fire & Safety LLC.

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

25. Consideration of a motion to approve a contract with SAFEbuilt in the not to exceed amount of \$100,000 for building inspection, plan review, and permitting services.

A motion was made to table this item until the July 19, 2022 Council Meeting.

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

26. Consideration of a motion to award a contract to Sapp Engineering Inc. in the amount of \$36,000.00 for professional engineering services and project management for installation of natural gas main and regulator station to serve the Aspen Aerogels facility with funds proposed in the 2023 CIP Budget, Item # NGD-99.

A motion was made to award a contract to Sapp Engineering Inc. in the amount of \$36,000.00 for professional engineering services and project management for installation of natural gas main and regulator station to serve the Aspen Aerogels facility with funds proposed in the 2023 CIP Budget, Item # NGD-99.

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

27. Consideration of a motion to award the Akins Boulevard Phase 3B construction contract to Mill Creek Construction up to the amount of \$5,300,000.00. The project will be paid from GDOT HB 170 funds.

A motion was made to award the Akins Boulevard Phase 3B construction contract to Mill Creek Construction up to the amount of \$5,300,000.00. The project will be paid from GDOT HB 170 funds.

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

28. Consideration of a motion to approve Change Order 2 with McLendon Enterprises, Inc. in the amount of \$89,501.22 for the Blue Mile Streetscape Improvements Project.

A motion was made to approve Change Order 2 with McLendon Enterprises, Inc. in the amount of \$89,501.22 for the Blue Mile Streetscape Improvements Project.

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

29. Other Business from City Council:

Mayor Pro Tem Shari Barr stated she is joining this via zoom because she is isolating at home with COVID and she encourages everyone to continue to be careful and to wear their masks.

30. City Managers Comments

City manager Charles Penny stated he has two items that need to be added to the agenda. The first one is an emergency procurement for the Averitt Center HVAC replacement system. Staff recommend the purchase from Augusta Chiller Service to replace the HVAC unit on the second floor of the Averitt Center in the amount of \$493,500.00 to be paid out of fund balance.

A motion was made to approve an emergency purchase to Augusta Chiller Service to replace the HVAC unit on the 2nd floor of the Averitt Center for the Arts facility in the amount of \$493,500.00.

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

The second item is that TSPLOST is up for renewal and an IGA (Intergovernmental Agreement) needs to be considered this evening. If it is not considered this evening we will have to have a called meeting on July 1, 2022 in order for it to be placed on the November ballot. The allocations of the TSPLOST funds will remain the same with the city receiving 43% of the funds. Staff does recommend a change to the agreement to increase transit funding from \$450,000 to \$3 million.

Councilmember Phil Boyum stated that the County waiting until this time has put us in a pinch as we are hard pressed to have substantial discussions on this. As stated the last time we were negotiating the TSPLOST, everyone who lives in the county drives inside the city. I am not sure how many city residents are out there driving on the dirt roads but if we did a legitimate traffic study about how many county residents are driving on city roads and how many city residents are driving on county the number would be higher than 43%. This is primarily divided by population and that doesn't really reflect true traffic count and this year we are not even having a discussion which is disappointing.

A motion was made to approve an Intergovernmental Agreement with Bulloch County, Register, Portal, and Brooklet regarding the use and distribution of 2023 TSPLOST fund.

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

Mr. Penny stated that the last day of Youth Connect is July 1, 2022 and that there will be a ceremony for all the participants at 3:30 pm in the council chambers. He also introduced Shay Paulk and Eryka Hoskins as the Mayor's interns and he also introduced his intern William Golden.

31. Public Comments (General):

Mary Sue Hodges a local business owner thanked Mayor and Council for their hard work and that she understands the problems the city is facing and businesses are facing the same problems, problems with employment, lack of employment, and people leaving. We have 39 restaurants and employ about 1000 people we are working hard to accommodate these people with salaries, bonuses, and all the things that they need. Mrs. Hodges stated they do not have the options of raising their prices and passing it on to the customer. We do the best we can with what we have. There are those of us who are struggling in business and the only healthy city is a city with healthy businesses.

Kevin Lewis an employee with Southern City Lounge stated he wants to address the issue of fairness. He stated they feel like they are being targeted sometimes. That the business of Southern City Lounge has been labeled as being a danger to the public and a threat to public safety. No one has been hurt at our establishment, however other establishments have had incidents and people have been killed and they are not getting the same targeting going to them as it is to us. He stated they just want to be treated fair and that they are the only minority run business in the area.

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

No Executive Session was held.

33. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 6:49 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 7/8/2022

RE: FTJ Enterprises, Inc DBA S'Boro Liquors

Policy Issue: Consideration of grant of license for the package sale of distilled spirits, beer, and wine to S'Boro Liquors located at 860 Buckhead Drive in accordance with City Ordinance 6-23(h).

Background: Location reservation was granted on April 19, 2022. Certificate of occupancy and occupational tax certificate have been issued for subject property. Mayor and Council may approve final grant of license by consent agenda without need for public hearing pursuant to City Ordinance 6-23(h).

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

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Occupational Tax Certificate & Department Approvals



CITY OF STATESBORO, GA
50 E MAIN ST STATESBORO, GA 30458
PO BOX 348 STATESBORO, GA 30459
912-764-5468

BUSINESS LICENSE CERTIFICATE

Business Name: FTJ ENTERPRISES LLC
DBA: S'BORO LIQUORS

Business Location: 860 BUCKHEAD DR
STATESBORO, GA 30458

Owner: ROBERT BAUGHN

License Number: BL-003261-2022

Issued Date: 6/28/2022

Expiration Date: 12/31/2022

Mailing Address: 21807 WALDON MANOR

License Type: OCCUPATIONAL TAX CERTIFICATE

Classification: PACKAGE STORE

Fees Paid: \$ 215.00

A handwritten signature in blue ink that reads "Leah Harden".

City Clerk

This license is not transferable and is subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

S'Boro Liquors
860 Buckhead Dr
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Justin Williams	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

Date: July 8, 2022

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

FR: Kathleen Field, Director of Planning and Development

RE: July 19, 2022 Agenda Item

Policy Issue: Proposal to Provide Consultant Services for Housing Inspection Services, Plan Review Services, and Building Official Services, on an **As-Need** Basis; also, to Provide Permitting Software at No Charge.

Background: The Planning and Development Department is responsible for coordinating plan reviews as well as providing building inspection and building code interpretation services to its applicants. This function has been served by two employees. Both of these positions have been vacated, although one employee has continued in his role as building inspector, but has technically moved to another department.

The City has advertised extensively to fill these positions. However, due to the heavy activity within the construction industry, it has become difficult to find qualified candidates with the required certifications. Therefore we have explored contracting with an outside consultant to provide these services on an as-need basis; as well as to require that all employees provided by said consultant possess all state building inspection certifications.

As a note, in my previous position with the City of Milton, GA, I worked with this company and can relate that the services they provided were seamless as well as professional. Additionally, this company also provides similar services to the following cities: Auburn, Danielsville, Garden City, Grovetown, Lilburn, Sandy Springs, as well as Macon-Bibb and Twiggs counties. Reference checks with Grovetown, Danielsville, and Twiggs County have been extremely positive with their use of these services.

Recommendation: Staff recommends approval of a contract with the firm: SAFEbuilt, Georgia, LLC. To commence on August 1, 2022.

Budget Impact: \$100,000 from the "Personnel" line-item within the Department's budget. This is a conservative "not to exceed" amount based on hourly employee rates as submitted by the consultant and the estimated work load for inspections and plan review services. Note: The cost for two building inspectors, including benefits is \$161,460. Additionally, it is anticipated that the department would save an annual amount of \$20,000 for permitting software (to be provided free by consultant).

Council Member District: All

Attachment: Proposal from SAFEbuilt, Georgia, LLC

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF STATESBORO, GEORGIA
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Statesboro, Georgia, (“Municipality”) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that is it registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Kathy Field, Director of Planning & Development City of Statesboro PO Box 348 Statesboro, Georgia 30459-0348 Email: kathy.field@statesboroga.gov	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Georgia, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO
SAFEbuilt Georgia, LLC

Date

Signature
City of Statesboro, Georgia

Date

Name and Title
City of Statesboro, Georgia

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

As-Requested Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

As-Requested Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

As-Requested Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> <ul style="list-style-type: none">✓ Single-family within✓ Multi-family within✓ Small commercial within (under \$2M in valuation)✓ Large commercial within	<u>First Comments</u> 5 business days 10 business days 10 business days 20 business days	<u>Second Comments</u> 5 business days or less 5 business days or less 5 business days or less 10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services <ul style="list-style-type: none"> • Building, Mechanical, Plumbing, Electrical • Residential and Commercial 	\$90.00 per hour – two (2) hour minimum
Remote Plan Review Services <ul style="list-style-type: none"> • Residential and Commercial 	\$95.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	\$105.00 per hour – one (1) hour minimum
Permit Technician Service	\$55.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Re-Inspection Fee	\$90.00 per inspection
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

Insert next page

Meritage Systems CommunityCore: Description of Services

CITY OF STATESBORO, GEORGIA

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
CommunityCore Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	6
Legacy Data Import: Permitting Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
GIS Integration: Permitting	<input type="checkbox"/>	\$	\$	
Contractor & Business Licensing	<input checked="" type="checkbox"/>	\$	Included	
CommunityConnect Online Permitting Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	6
Online Payments Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
System Training	<input checked="" type="checkbox"/>		NA	
Total:		\$0.00	\$0.00	6

CommunityCore Permit Management Features:

PAYMENT SHALL BE PURSUANT TO SECTION 5

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspecotrConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 3755 Precision Drive, Suite 140, Loveland, CO 80538 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

1. Definitions. For purposes of this Agreement the following terms have the following meanings:

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at www.app.communitycore.com and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

2. Customer's Access To And Use Of The Services.

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.

- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at www.app.communitycore.com. The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

3. Set-Up.

- a. **Set-Up Services.** Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. **Customer Responsibilities and Certain Restrictions on Set-Up.** Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. **Acceptance.** The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

4. Training.

- a. **Training Services.** Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. **Delivery.** All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. **Customer Responsibilities and Certain Restrictions.** Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. **Verification of Set-Up.** Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

5. Fees And Payment.

- a. **Fees.** On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

7. Ownership.

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

8. Data.

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

9. Term and Termination.

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

10. Warranties and Disclaimers.

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

11. Certain Liabilities, Limitation of Liability.

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: July 13, 2022

RE: July 12, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 22-06-01.

Background: Edward W Curl Jr., requests a Zoning Map Amendment from the R4/HOC (High-Density Residential/Highway-Oriented Commercial) zoning districts to the HOC (Highway-Oriented Commercial) zoning district in order to establish a vehicle repair shop on 3.2 acres of property located at 30 Rucker Lane (Tax Parcel # MS52000005 000).

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (RZ 22-06-01)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 22-06-01
ZONING MAP AMENDMENT REQUEST
30 Rucker Lane**

LOCATION:	30 Rucker Lane
EXISTING ZONING:	R4 & HOC (High Density Residential & Highway Oriented Commercial)
ACRES:	3.2 acres
PARCEL TAX MAP #:	MS52000005 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Church
PROPOSED USE:	Church



PETITIONER Edward W. Curl Jr.
ADDRESS 17684 Highway 301, Statesboro, GA 30461

REPRESENTATIVE Leslie Belcher
ADDRESS 3115 McCall Boulevard, Statesboro, GA 30461

PROPOSAL

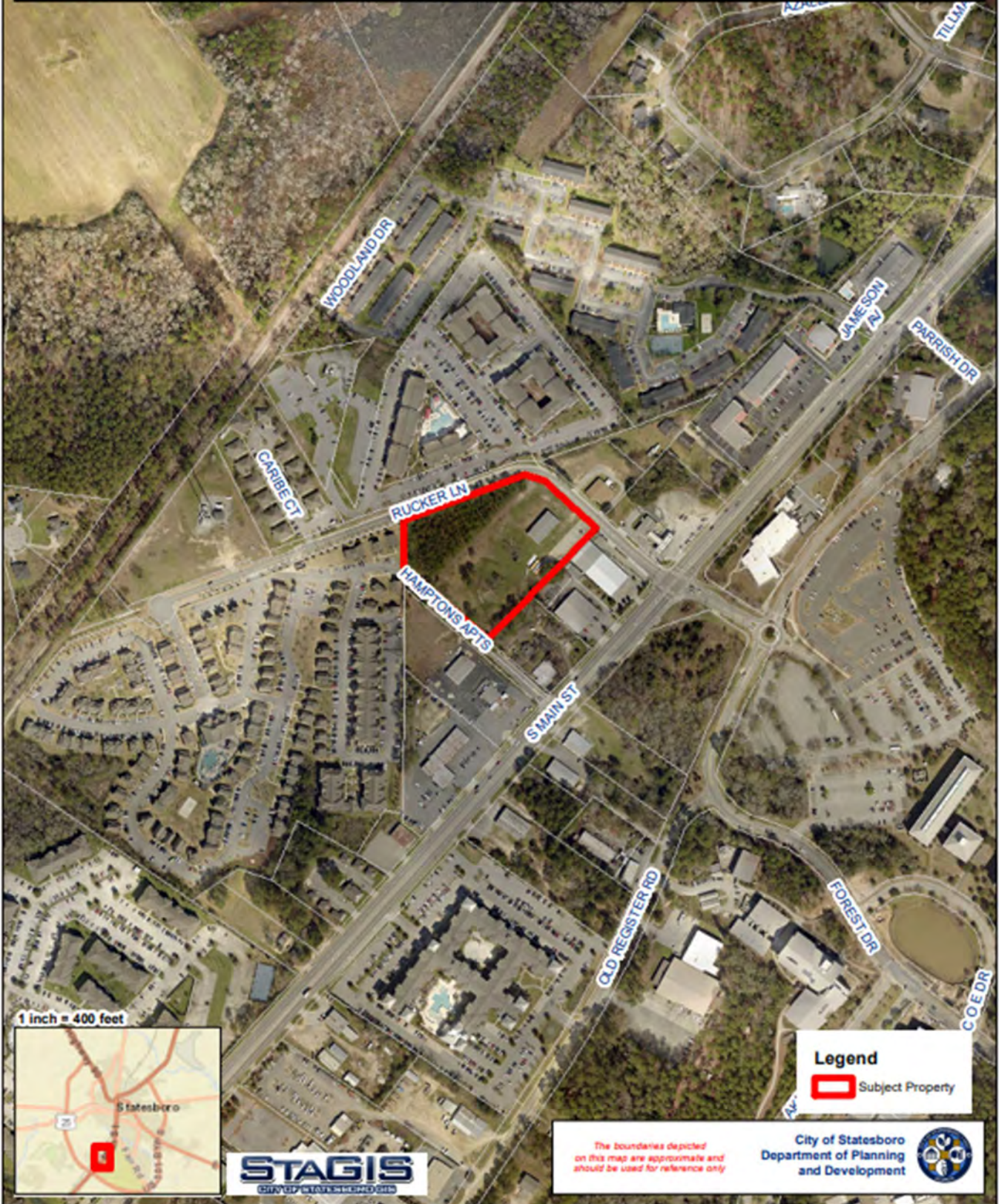
The applicant is requesting a Zoning Map Amendment from the R4 and HOC (High Density Residential and Highway Oriented Commercial) zoning districts to the HOC (Highway Oriented Commercial) zoning district on 3.2 acres of vacant land at 30 Rucker Lane, for the purposes of being able to use the entire lot for future commercial development.

STAFF RECOMMENDATION

RZ 22-06-01 CONDITIONAL APPROVAL

Case # RZ 22-06-01
30 Rucker Lane
Parcel: MS52000005 000

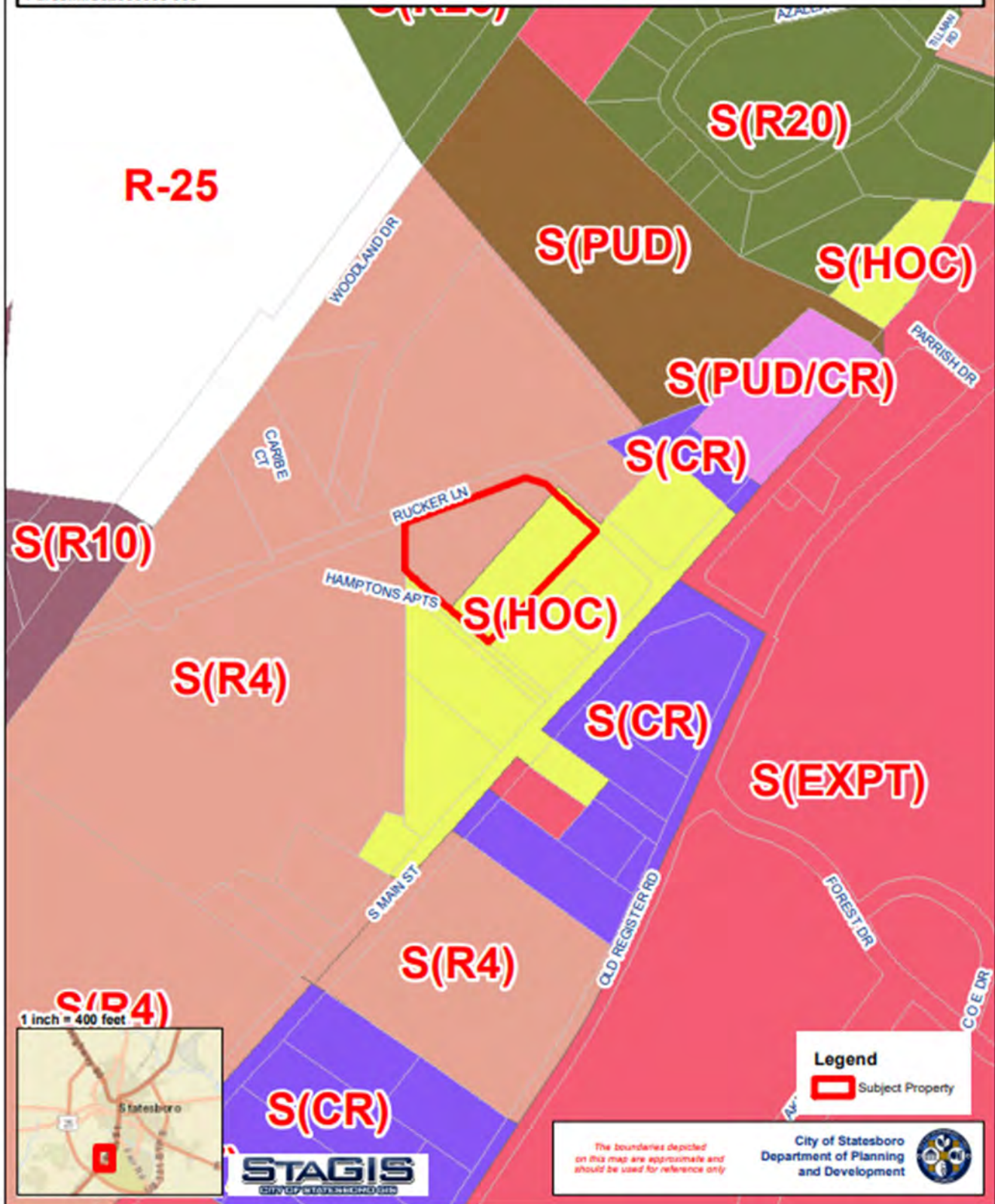
Location Map

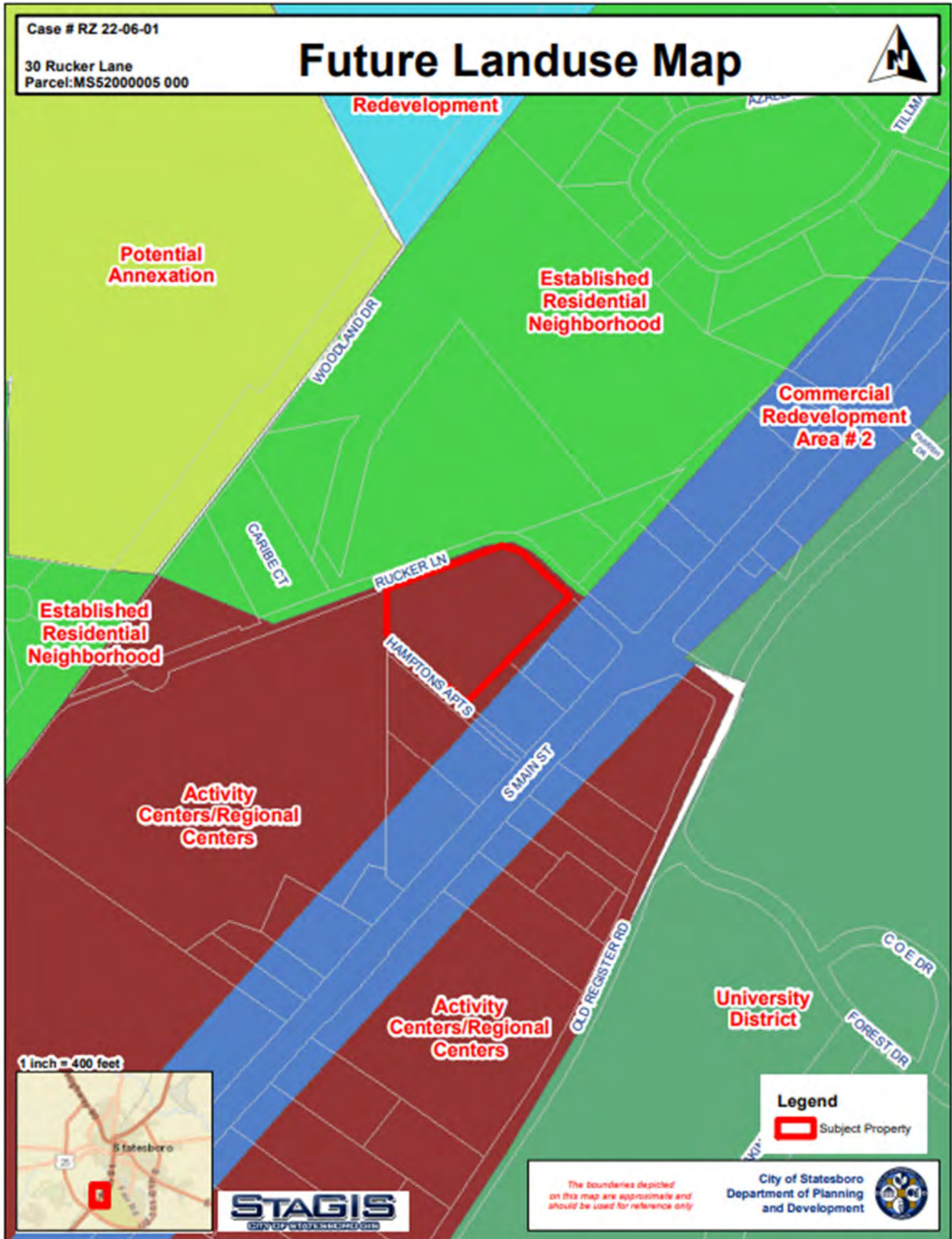


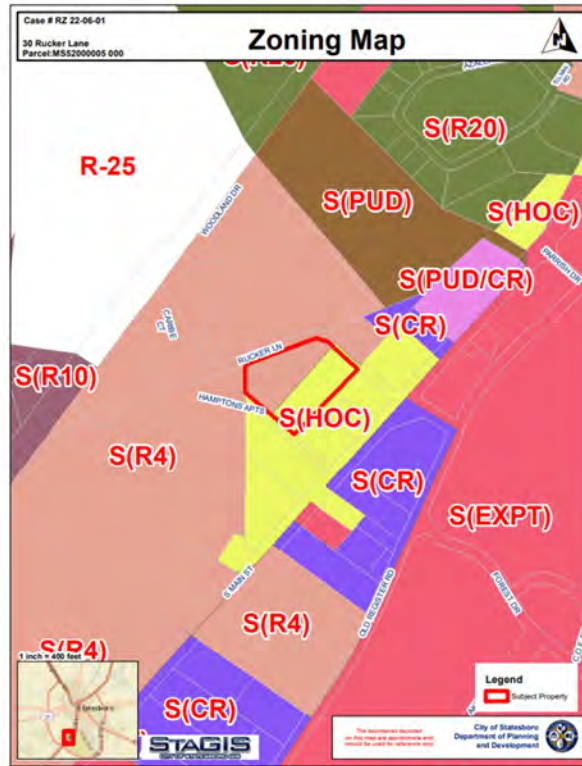
Case # RZ 22-06-01

30 Rucker Lane
Parcel: MS52000005 000

Zoning Map







SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R4 (High Density Residential)	Apartment Complex
Northeast	Location Area #2: R4 (High Density Residential)	American Legion
Northwest	Location Area #3: R4 (High Density Residential)	Apartment Complex
East	Location Area #4: HOC (Highway Oriented Commercial)	Pawn Shop
West	Location Area #5: R4 (High Density Residential)	Apartment Complex
Southwest	Location Area #6: HOC (Highway Oriented Commercial)	Car Care Shop
Southeast	Location Area #7: HOC (Highway Oriented Commercial)	Garden Center
South	Location Area #8: HOC (Highway Oriented Commercial)	Restaurant

SUBJECT SITE

The subject site is a vacant wooded 3.2 acre lot. The property historically served as a warehouse. It has been vacant for at least 3 years.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Activity Centers/Regional Centers” area, which is characterized largely by auto-oriented design and surface parking lots. These areas will evolve into pedestrian-oriented shopping, office, and entertainment places that may also accommodate high-density residential development.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

- 1. Existing uses and zoning or [of] property nearby.**
 - The proposed use is of a similar density than the adjacent property. **The surrounding lots are zoned HOC (Highway Oriented Commercial) and R4 (High Density Residential)**, and are currently occupied by a mix of commercial stores and apartment complexes.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
 - Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will not likely reduce the overall value of property in the area.
- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
 - The property would serve as a higher use than currently serving as the property is existing and not in use.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - The site does have a warehouse located on it but it does not serve any general use for the public. The development would serve the public by increasing the commercial capacity of site.
- 5. The suitability of the subject property for the zoned purposes.**
 - Initial evaluation of the property appears to make this property suitable for the requested use.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**

- The property has not been vacant as a warehouse is located on the property.

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

- Population density in the area.
 - Population density would not have a substantial impact.
- Community facilities.
 - The development would increase the use on utilities, but these utilities are already on the site.
- Living conditions in the area.
 - The living conditions in the area are not likely to be impacted.
- Traffic patterns and congestion.
 - There would be an increase in traffic, primarily for the use of the facility, but there is enough available land to provide sufficient parking to prevent congestion.
- Environmental aspects.
 - There are no significant wetlands on the property, nor are there any flood plains.
- Existing and future land use patterns.
 - There is a general commercial development pattern in the area. This would be in alignment with that development type.
- Property values in the adjacent areas.
 - The revitalization of the property would not likely reduce the value of adjacent property.

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

- The proposed commercial use of the property is in alignment with the existing zoning as well as the general mixed use zoning of the area. In addition, the general Comprehensive Plan does promote the general development of this type in the area.

Subject Property



Eastern Property



Southern Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-06-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
- (2) The applicant must provide appropriate screening to obscure operations in accordance with Article XXII, Section 2205.1 of the Statesboro Zoning Ordinance.

At the special called meeting of the Planning Commission on July 12, 2022, the commission recommended approval of RZ 22-06-01 and associated conditions with a 3-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: July 13, 2022

RE: July 12, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 22-06-02.

Background: L&S Acquisitions LLC requests a Zoning Map Amendment from the R10/R8 (Single-Family Residential) to the PUD (Planned Unit Development) zoning district, in order to develop a single-family detached subdivision on 34.48 acres at 1263 S&S Railroad Bed Road (Tax Parcel # 107000009 000).

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report (RZ 22-06-02)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 22-06-02
ZONING MAP AMENDMENT REQUEST
1263 S&S Railroad Bed Road**

LOCATION:	1263 S&S Railroad Bed Road
EXISTING ZONING:	R8 & R10 (Single-Family Residential)
ACRES:	34.88 acres
PARCEL TAX MAP #:	107 000009 000
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Vacant Land
PROPOSED USE:	Single Family Subdivision



PETITIONER L&S Acquisitions LLC
ADDRESS 1800 Chandler Road, Statesboro, GA 30458

REPRESENTATIVE Haydon Rollins
ADDRESS 329 Commercial Drive, Savannah, GA 31406

PROPOSAL

The applicant is requesting a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning District to the PUD (Planned Unit Development) zoning district on 34.88 acres of vacant land at 1263 S&S Railroad Bed Road, for the purpose of constructing 144 single-family detached dwellings.

STAFF RECOMMENDATION

RZ 22-06-02 CONDITIONAL APPROVAL

Case # RZ 22-06-02

1263 S & S Railroad Bed Rd
Parcel: 107 000009 000


Location Map



1 inch = 400 feet



Legend

 Subject Property

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

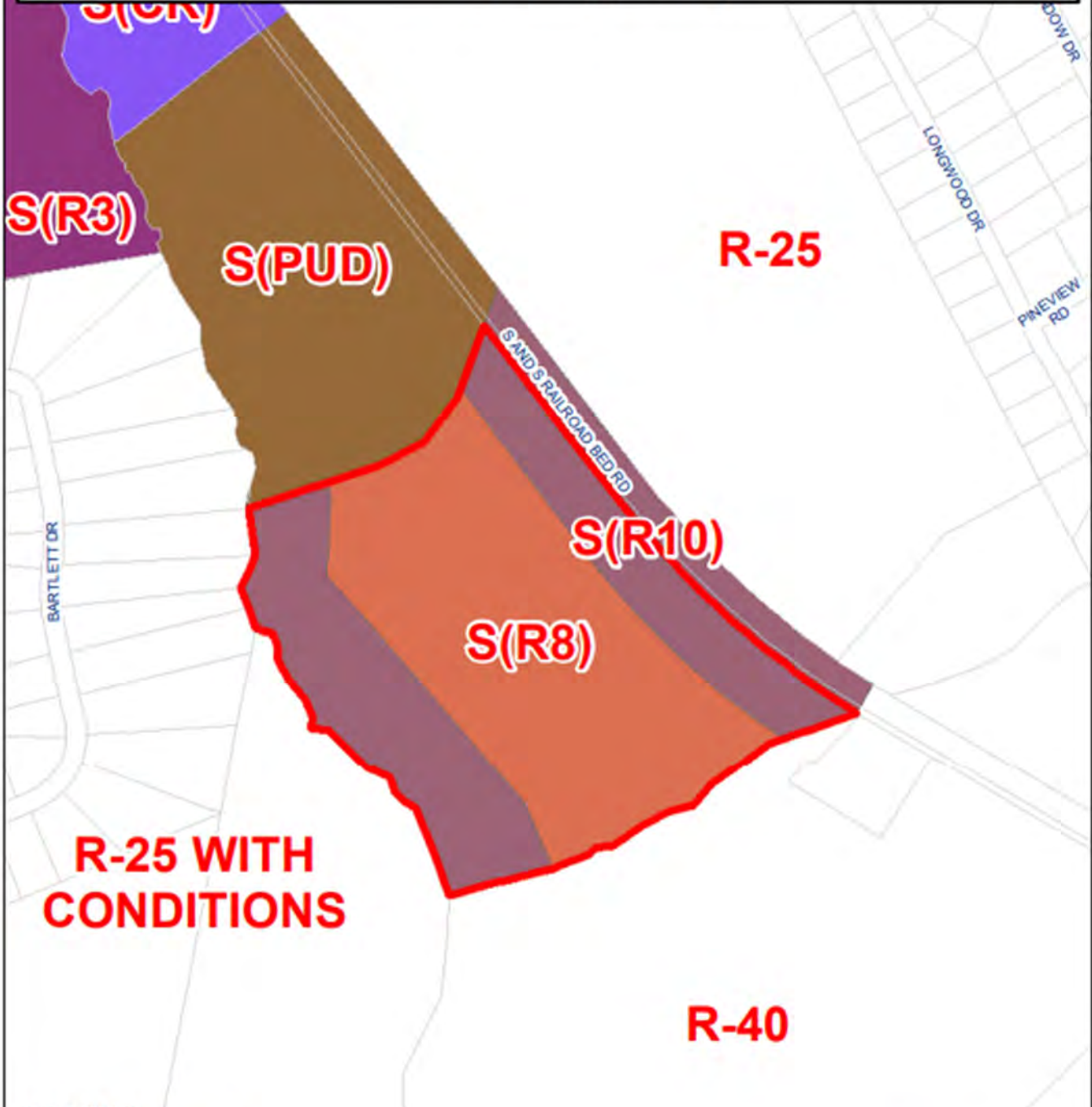
City of Statesboro
Department of Planning
and Development



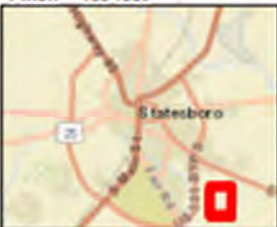
Case # RZ 22-06-02

1263 S & S Railroad Bed Rd
Parcel: 107 000009 000


Zoning Map



1 inch = 400 feet



Legend

 Subject Property

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

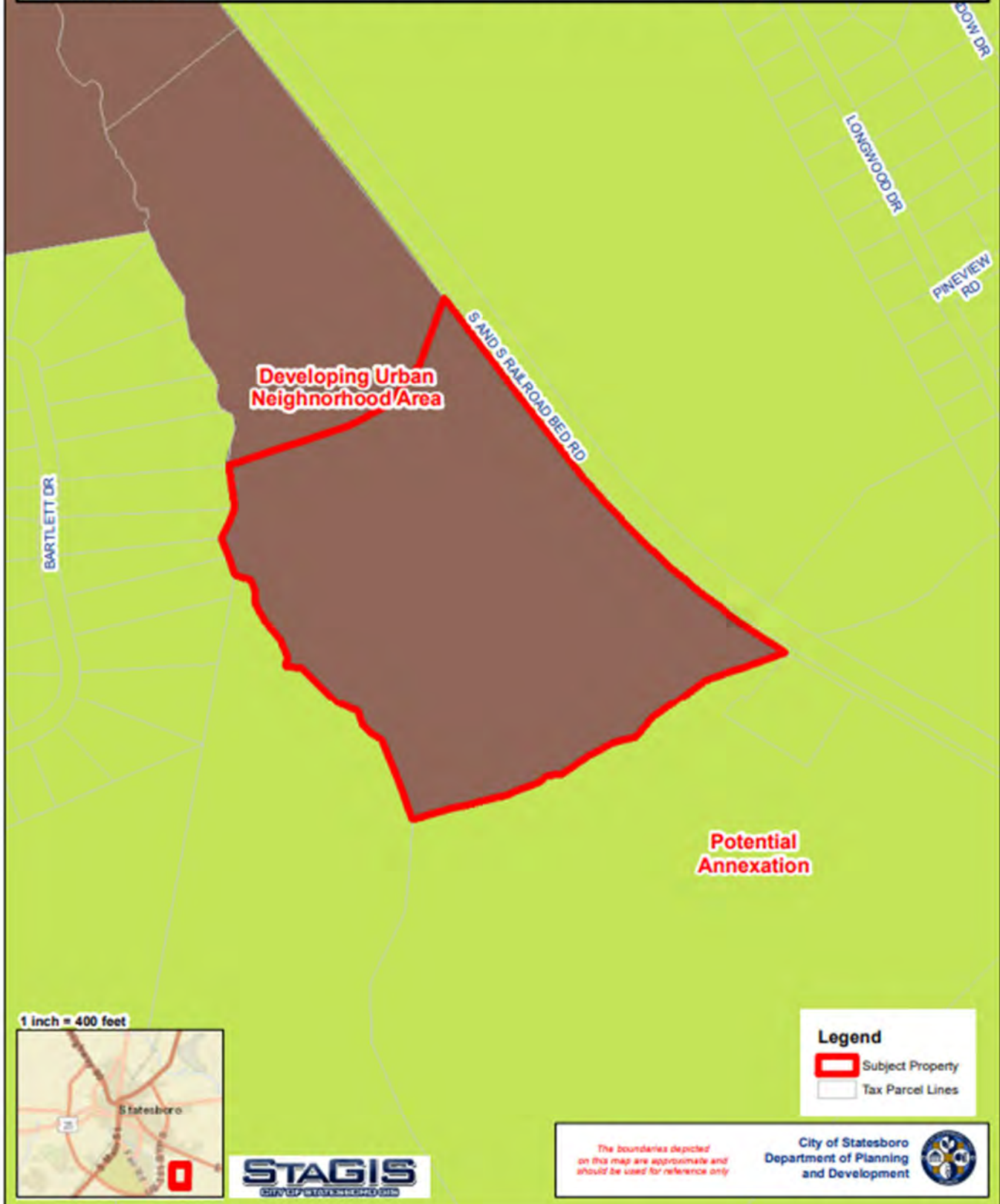
City of Statesboro
Department of Planning and Development

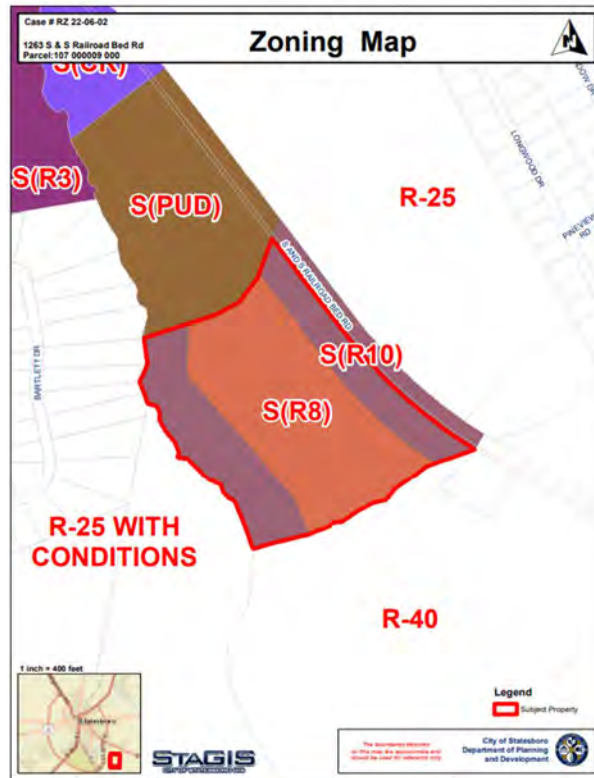


Case # RZ 22-06-02

1263 S & S Railroad Bed Rd
Parcel: 107 000009 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: PUD (Planned Unit Development)	Apartment Complex
Northeast	Location Area #2: R25 (Single Family Residential) County Zoning Designation	Agricultural Land
Northwest	Location Area #3: R40 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling
East	Location Area #4: R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling & Farmland
West	Location Area #5: R40 (Single Family Residential) County Zoning Designation	Agricultural Land
Southwest	Location Area #6: R25 With Conditions (Medium Density Residential) County Zoning Designation	Agricultural Land
Southeast	Location Area #7: R25 (Single Family Residential) County Designation	Single Family Residence
South	Location Area #8: R40 (Single Family Residential) County Zoning Designation	Single Family Residence

SUBJECT SITE

The subject site is a vacant minimally wooded 34.88 acre lot. The property historically served as agricultural land, primarily growing cotton. During the annexation process in 2013 which incorporated a large section of S&S Railroad Bed Road, this property was split zoned into both the R8 and R-10 zoning districts. As the development needs and general building environment have changed substantially since the annexation, the developer seeks to incorporate specific standards to build this development while still constructing single-family homes.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Developing Urban Neighborhood Area” area, which is characterized by urban style housing located in developing or redeveloping areas of the city.

ENVIRONMENTAL SITE ANALYSIS

The subject property does contain wetlands on the periphery of the site. Any potential issues will be brought forth and discussed during standard permitting and review procedures. Approval through the Corps of Engineers would be mandatory for the development of this property for any wetland disturbances.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is not currently served by City water or Sewer. Due to the proximity of the property to existing utilities, there would not be significant extension required for utility services on this location. Natural gas would also be available in this area, which would also help further extend the availability of natural gas in both future developing areas of the City (i.e. restaurants, new subdivisions) but also into areas of the unincorporated County that could utilize this service. It has been noted that although the roads meet International Fire Code requirements, dead end streets will cause significant issues for trash collection vehicles, as there is a lack of space to turn vehicles if not using cul-de-sacs or hammerheads.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

- 1. Existing uses and zoning or [of] property nearby.**
 - The proposed use is of a similar density as surrounding subdivisions. **The surrounding lots are zoned PUD (Planned Unit Development), R25 and R40 (County Residential)**, and are currently occupied by a mix of single-family homes, agricultural land, and a multi-family subdivision.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
 - Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will not likely reduce the overall value of property in the area. Sales of property on the trail would likely increase overall values.

3. **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
 - The property would create additional single-family housing in the municipality, although it would remove a substantial area of agricultural land.
4. **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - The site has not been developed at this time, and serves no general use based on the current zoning. The general increase in density would be the primary difference regarding this request. The development would serve the public by increasing the stock of housing options within the City limits.
5. **The suitability of the subject property for the zoned purposes.**
 - Initial evaluation of the property appears to make this property suitable for the requested use.
6. **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - The property has not been developed since acquisition of the property by the applicant. Surrounding development has been primarily residential in nature after annexation into the City.
7. **The extent the proposed change would impact the following:**
 - Population density in the area.
 - Population density would increase as the development would add 144 dwelling units.
 - Community facilities.
 - The development would significantly increase the use of both water and sewer in the area, but would require an extension of utilities that could serve a larger basin of future development.
 - Living conditions in the area.
 - The additional residential units should increase the living conditions in the area, as currently there are only a few houses among the cotton fields.
 - Traffic patterns and congestion.
 - There would be an increase in traffic commensurate with the amount of units added. Due to the structure of S&S Railroad Bed Road, care must be taken to resolve future development in the area. The roadway itself in this area does generally belong to the County, and the trail is also adjacent to the development. As per the International Fire Code Appendix D107.1, "Developments of one-or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and **approved** fire apparatus access roads.
 - Environmental aspects.

- There are some wetlands on the property, which could cause issue to the developments located at the rear of the site, but these issues would require resolution during the general development process.
- Existing and future land use patterns.
 - There is a general residential development pattern in the area, with some commercial development scattered throughout. The suspected development pattern for the area was mixed use, although the entire area has not yet been developed.
- Property values in the adjacent areas.
 - Additional development could drive the cost of surrounding property higher.

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

- The proposed residential use of the property is consistent with the overall developmental design of the developing urban neighborhood area, and does meet the community desire to increase the housing stock within the City. It further aligns with the needs for new single-family housing stock as outlined in the City Housing Market Study.

Subject Property



Eastern Property



Southern Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-06-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
- (2) Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.
- (3) The applicant must install a landscape buffer on S&S Railroad Bed Road of *Elaeagnus pungens* (Silverthorn) to ensure appropriate screening between residents and those utilizing the trail.
- (4) A second means of ingress/egress must be installed in the area shown as gravel at the specifications of a public right of way to ensure sufficient traffic patterns and emergency operations on the site.
- (5) All dead-end streets as shown on the submitted site plan shall be converted to either a cul-de-sac or hammerhead configuration, at a dimension acceptable to the Department of Public Works.

At the special called meeting of the Planning Commission on July 12, 2022, the commission recommended approval of RZ 22-06-02 and associated conditions with a 3-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: July 13, 2022

RE: July 12, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment requested by CBD 22-06-03.

Background: First Baptist Church request plan approval for a portion of the campus located at 108 North Main Street (Tax Parcel # S28 000001 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (CBD 22-06-03)



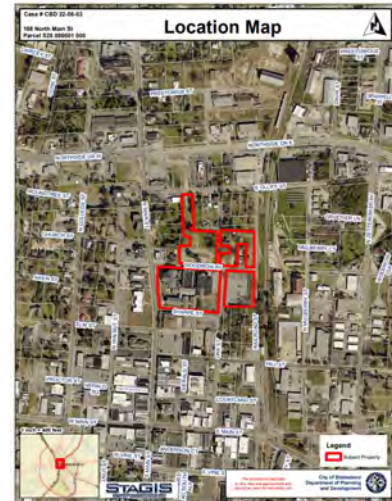
ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**CBD 22-06-03
CBD PLAN REVIEW
108 North Main Street**

LOCATION:	108 North Main Street
EXISTING ZONING:	CBD (Central Business District), Office (O), Light Industrial (LI), High Density Residential (R4)
ACRES:	10.2 acres
PARCEL TAX MAP #:	S28 000001 000
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Church
PROPOSED USE:	Church



PETITIONER First Baptist Church of Statesboro
ADDRESS 108 North Main Street; Statesboro GA, 30458

REPRESENTATIVE C. Merrill construction, LLC
ADDRESS 9521 US Hwy 301 S., Statesboro, GA 30458

PROPOSAL

The applicant requests approval of the architectural plans submitted for 10.2 acres of property located at 108 North Main 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.

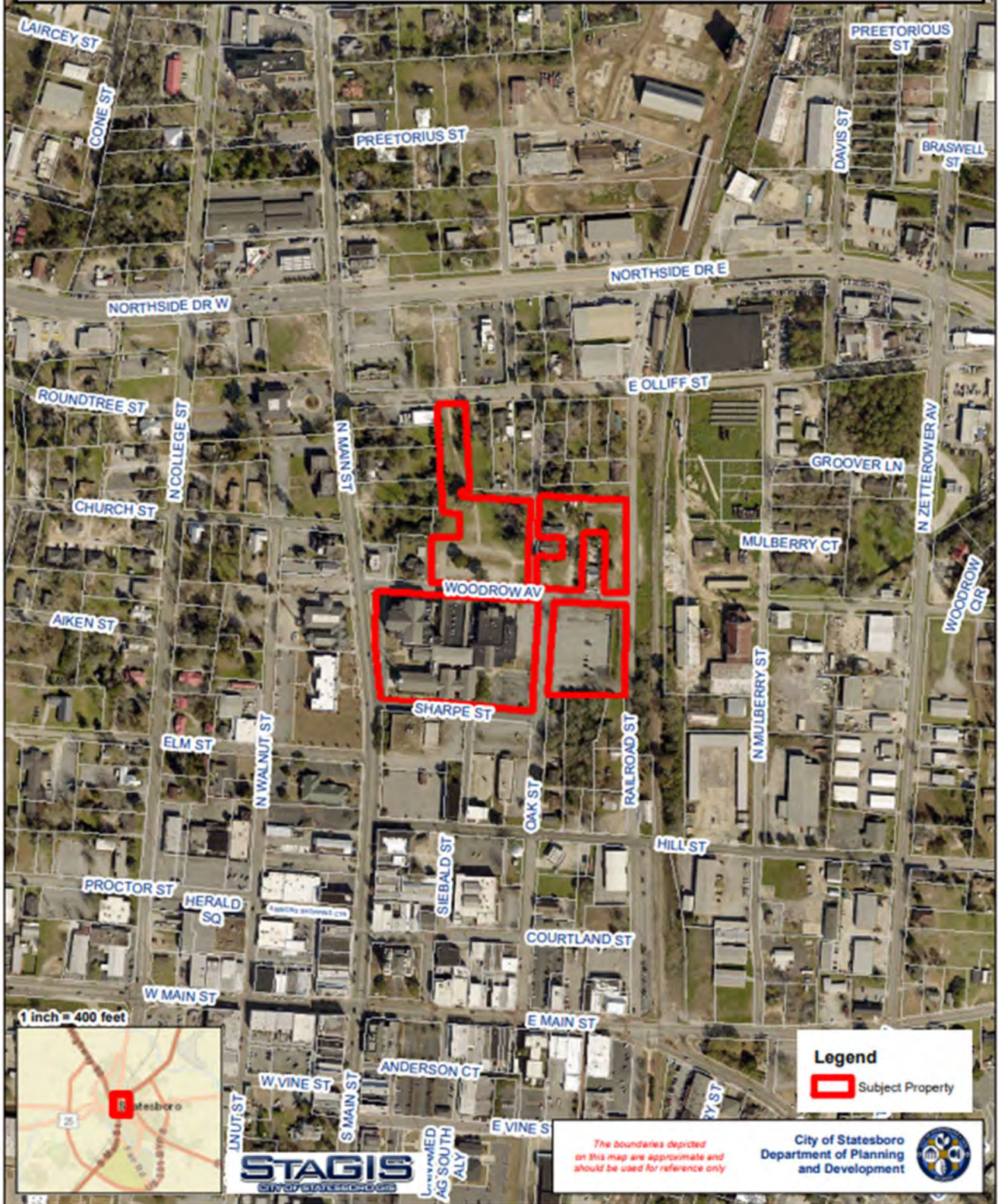
PLANNING COMMISSION RECOMMENDATION

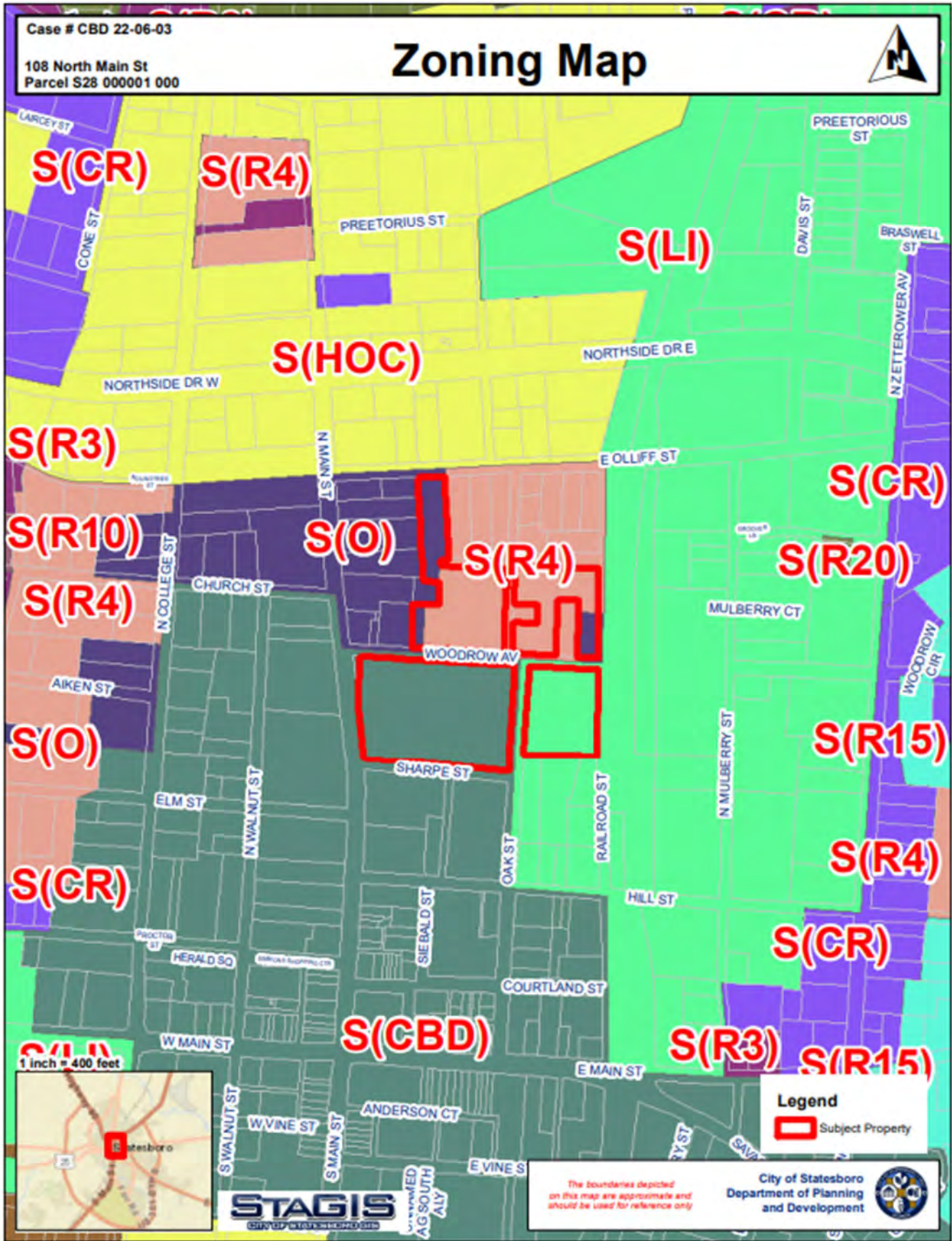
CBD 22-06-03 CONDITIONAL APPROVAL

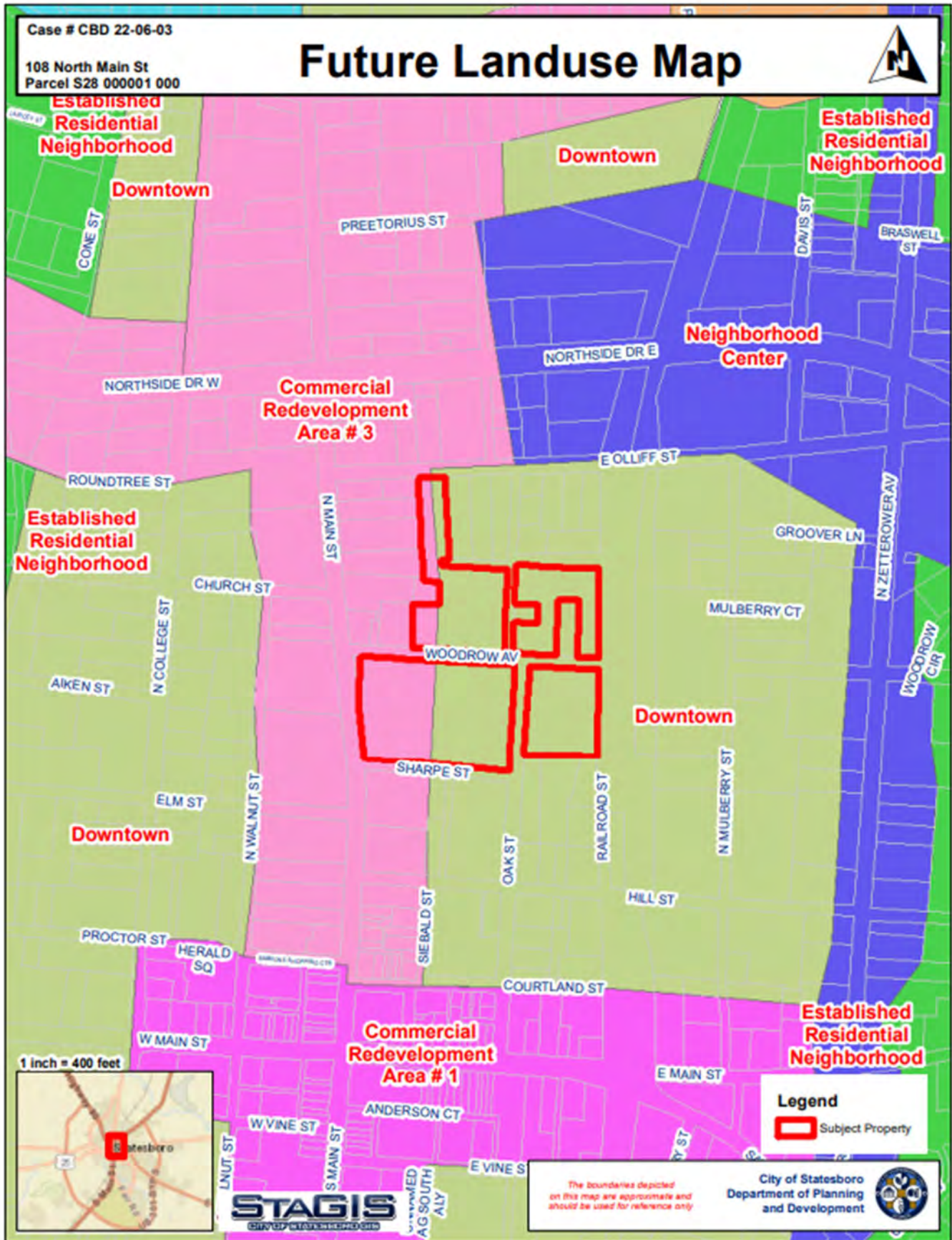
Case # CBD 22-06-03

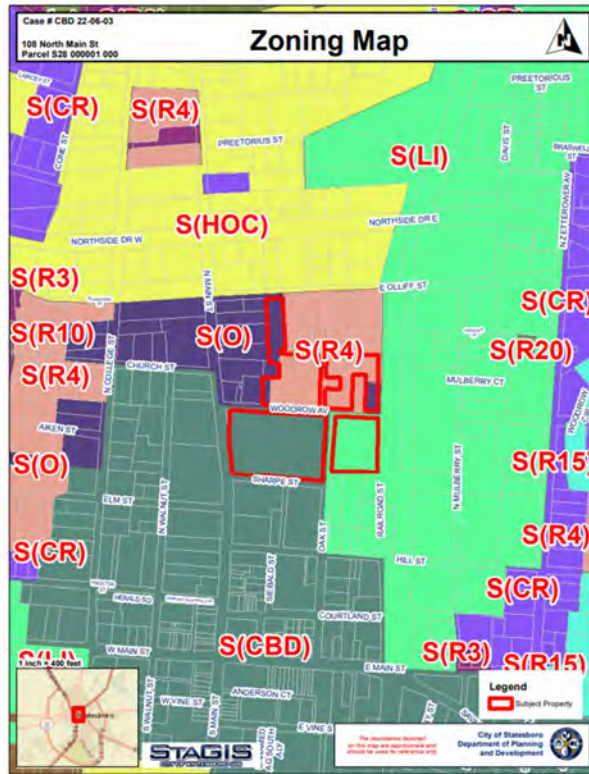
108 North Main St
Parcel S28 000001 000

Location Map



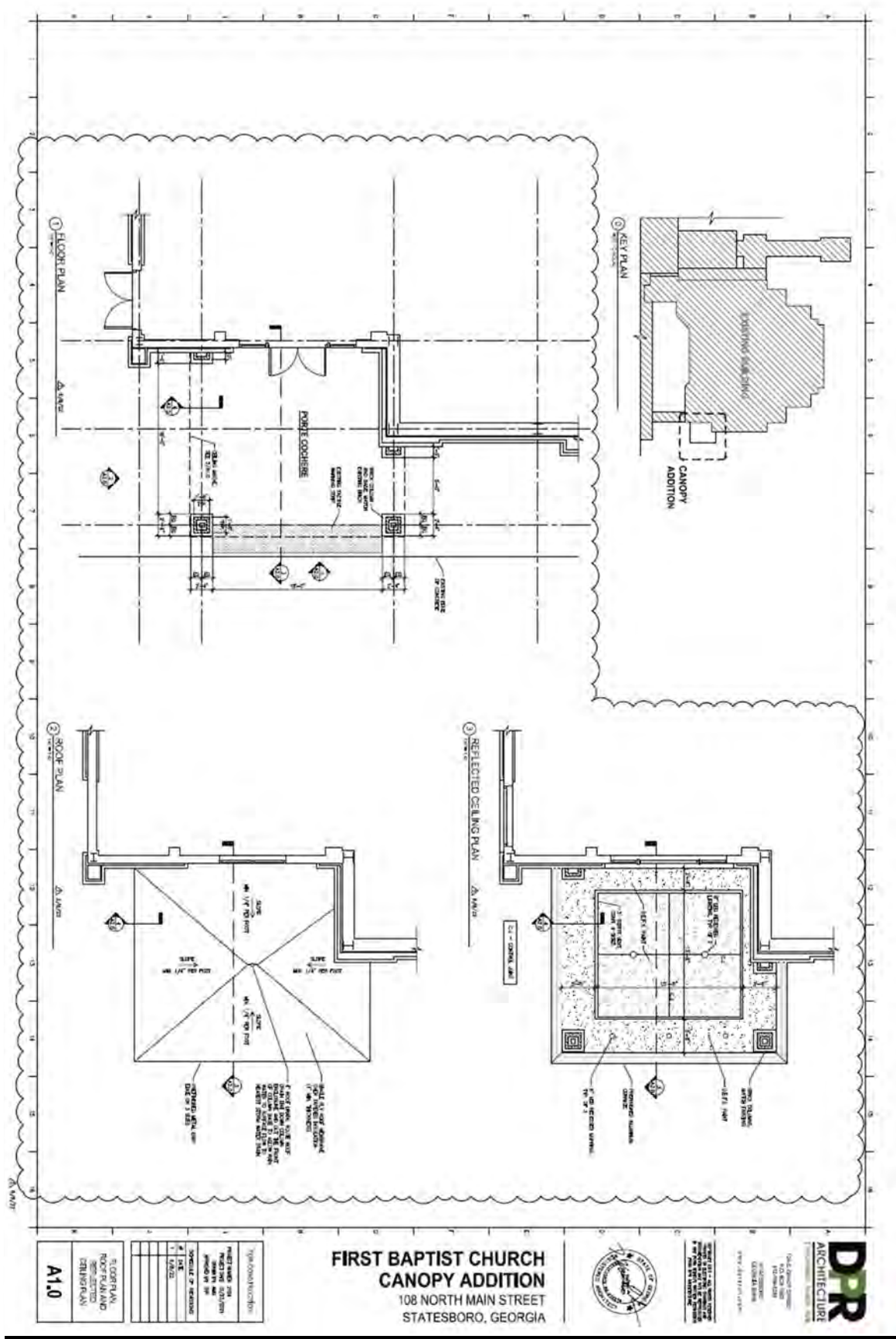






SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R4 (High Density Residential)	Single Family Dwelling
Northeast	Location Area #2: R4 (High Density Residential)	Single Family Dwelling
East	Location Area #3: LI (Light Industrial)	Warehouse
Northwest	Location Area #4: HOC (Highway Oriented Commercial)	Dairy Queen
Southeast	Location Area #5: CBD (Central Business District)	County Courthouse
South	Location Area #6: CBD (Central Business District)	Federal Courthouse
Southwest	Location Area #7: CBD (Central Business District)	Bank
West	Location Area #8: CBD (Central Business District)	County Board of Commissioners



A1.0
 SCHEDULE
 ROOF STRUCTURE
 (ELEVATION)

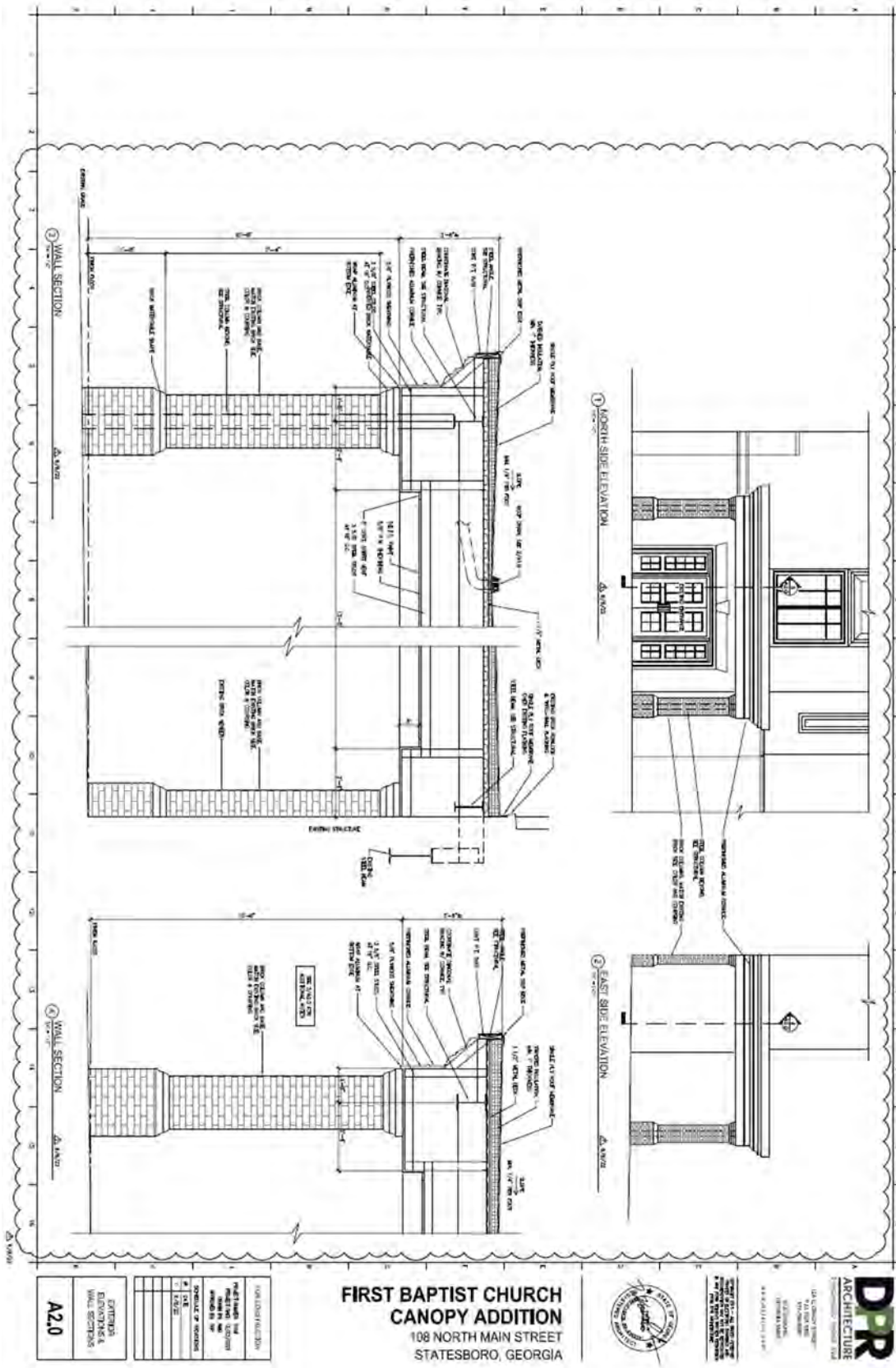
NO.	DESCRIPTION	DATE

**FIRST BAPTIST CHURCH
 CANOPY ADDITION**
 108 NORTH MAIN STREET
 STATESBORO, GEORGIA



DRR ARCHITECTURE
 108 NORTH MAIN STREET
 STATESBORO, GEORGIA 30428
 706.424.1111
 WWW.DRRARCHITECTURE.COM





**FIRST BAPTIST CHURCH
CANOPY ADDITION**
108 NORTH MAIN STREET
STATESBORO, GEORGIA



D.R.R. ARCHITECTURE
108 NORTH MAIN STREET
STATESBORO, GEORGIA 30428
478-333-3333
www.drrarchitecture.com

NO.	DESCRIPTION	DATE
1	PRELIMINARY	10/15/11
2	REVISED	11/15/11
3	REVISED	12/15/11
4	REVISED	01/15/12
5	REVISED	02/15/12
6	REVISED	03/15/12
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99	REVISED	12/15/19
100	REVISED	01/15/20

SUBJECT SITE

The subject site is a 10.2 acre lot containing the First Baptist Church of Statesboro. The applicant is seeking to construct a canopy to the existing building on Woodrow Avenue. After review of the associated plans, the plans have received initial staff approval, but would require a Council determination to make changes to the structure of the building. Since the building is located in the historic downtown and CBD (Central Business District), any building expansion will require City Council Approval.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Commercial Redevelopment Area #3” and “Downtown” character areas, which is generally intended for varied scale commercial retail and office use and remains the activity and cultural hub of the region. Respect should be taken to ensure that the scale of the Urban Core is also respected. Traditional development of buildings along the sidewalk and a lively streetscape should be promoted.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

CENTRAL BUSINESS DISTRICT: STANDARDS OF REVIEW

Section 803 of the Statesboro Zoning Ordinance states the following with regarding to requirements for development in the CBD zoning district:

“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.”

Subject Property



Eastern Property



Northern Property



Western Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval CBD 22-06-03**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) All exterior building materials utilized in the construction must meet the requirements as outlined in Article XXX: Section 3008 of the *Statesboro Zoning Ordinance*.
- (2) Exterior paint colors must be drawn from the range of colors already existing in the district, or as outlined by the historic color patterns governed by the DSDA.
- (3) Any signage proposed in the newly constructed area must be approved as per the signage requirements outlined for Article XV: Section 1509 unless a mural is proposed.

At the special called meeting of the Planning Commission on July 12, 2022, the commission recommended approval of CBD 22-06-03 and associated conditions with a 3-0 vote

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Kathy Field, Director of Planning & Development

Date: July 13, 2022

RE: July 19, 2022 City Council Agenda Items

Policy Issue: *Public hearing and Consideration of Ordinance 2022-03 amending Appendix A of the Statesboro Code of Ordinances to include definitions and standards relating to townhome development.*

Recommendation: Staff recommends Mayor & Council waiving formalities under Section 2-2-4 and approve Ordinance subsequent to noticed public hearing

Background: Planning Commission reviewed proposal on July 12, 2022 and on a vote of 3-0 voted to approve the proposed Ordinance. Their comments and respective responses have been addressed in the staff report as presented.

Budget Impact: N/A

Council Person and District: All

Attachments: Proposed Ordinance 2022-03

PROPOSED AMENDMENT TO THE ZONING ORDINANCE



TO ESTABLISH A NEW R-2 TOWNHOUSE
RESIDENTIAL ZONING DISTRICT AND TOWNHOUSE
DWELLING STANDARDS; AND INCLUDE SAID
TOWNHOUSE STANDARDS WITHIN THE PLANNED
UNIT DEVELOPMENT (PUD) ZONING DISTRICT

Exhibit A

June 27, 2022

SECTION 1: TOWNHOUSE DEFINITIONS

That Section 201(10) (Definition of Terms) of the Zoning Ordinance regarding dwellings is hereby amended (new language underlined and deleted language stricken through), so that, as amended, said Section shall read as follows:

10. *Dwelling*. A building designed for and occupied exclusively for residential purposes, including hotel, roominghouse, tourist home, institutional home, residential club, motor court and the like.
 - a. Single-family dwelling. A building designed for and occupied exclusively as a dwelling for one family.
 - b. Townhouse dwelling. A building designed for and occupied exclusively for dwelling purposes by three or more families living independent of one another and where each dwelling unit is attached to another unit and separated from it vertically by a common side wall, and where no dwelling unit is located above or below another dwelling unit.
 - c. Two-family dwelling. A building designed for and occupied exclusively as a dwelling for two families.
 - d. Multiple dwelling. A building, but not a single-family dwelling or a two-family dwelling, or townhouse dwelling, designed for and occupied exclusively for dwelling purposes by three or more families living independently of one another, ~~not a rowhouse,~~ but customarily called an apartment house.

SECTION 2: CLASSES OF DISTRICTS

That Section 300 (Classes) of the Zoning Ordinance regarding dwellings is hereby amended (new language underlined), so that, as amended, said Section shall read as follows:

For the purpose of this ordinance, the City of Statesboro is hereby divided into 16 districts which shall be designated as follows:

<u>R-2</u>	<u>Townhouse Residential District</u>
R-3	Medium Density Multifamily Residential District
R-4	High Density District
R-6	Single-Family Residential District
R-8	Single-Family Residential District
R-10	Single-Family Residential District
R-15	Single-Family Residential District
R-20	Single-Family Residential District
R-30	Single-Family Residential District
R-40	Single-Family Residential District
CBD	Central Business District
O	Office and Business Office Districts
CR	Commercial Retail District
HOC	Highway Oriented Commercial District
LI	Light Industrial District
HI	Heavy Industrial District
PUD	Planned Unit Development

SECTION 3: NEW R-2 TOWNHOUSE RESIDENTIAL DISTRICT

That the Zoning Ordinance be amended to add a new Article VI-A (R-2 Townhouse Residential District), which new article shall read as follows:

ARTICLE VI-A. R-2 TOWNHOUSE RESIDENTIAL DISTRICT

SECTION 600-A. DECLARATION OF LEGISLATIVE INTENT.

In expansion of the declaration of intent contained in Article I, Section 101 of this ordinance, it is hereby declared to be the intent of this article with respect to R-2 Townhouse Residential Districts to establish reasonable standards of performance and selection of permitted uses therein, in order to maintain and protect the desirable benefits which attached residential uses have throughout the community.

SECTION 601-A. USE REGULATIONS.

A building may be erected, altered, or used, and a lot may be used or occupied for no purpose other than the following purposes:

- A. Single-family detached dwelling, excluding mobile homes and trailers.
- B. Townhouse dwelling. Townhouse dwellings shall comply with townhouse dwelling standards in Article XXV-A.
- B. Accessory use or structure.
- C. Home occupation. The following provisions apply to home occupations in the R-2 Townhouse Residential District:
 - 1. The home occupation carried on within the dwelling unit shall be restricted to the heated floorspace of the dwelling, shall involve the sale of only those articles, products or services produced on the premises, shall not occupy in excess of 25 percent of the heated floorspace within the structure, shall be conducted entirely within the dwelling by permanent residents of the residence and a maximum of one additional employee, and shall be clearly secondary and subordinate to the use of the lot as a dwelling.
 - 2. There shall be no external display of products or storage of equipment or other externally visible evidence whatsoever of the occupation, business, or profession.
 - 3. There shall be no signs except for one property identification sign linking the property to the home occupation, which shall not exceed 4 square feet in sign area.
 - 4. There shall be no emission of smoke, dust, odor, fumes, glare, noise, vibration, or electrical or electronic disturbance detectable at the lot line or beyond.
 - 5. There shall be no chemical, mechanical, or electrical equipment on the premises other than that normally found in a purely domestic residence.

6. No on-street parking of business-related vehicles shall be permitted at any time. No business vehicle larger than a van, panel truck or pickup truck shall be permitted to park overnight on the premises.
7. Beauty salon, barbershops, doctors, dentists, antique sales, and similar businesses are not permitted as home occupations.
8. Any business, occupation or profession, the operation of which does not meet the aforementioned requirements of a home occupation shall not be interpreted to be a home occupation despite the fact that it might attempt to operate in a residence.
9. The above-listed requirements of a home occupation shall not be construed to restrict the sale of garden produce grown on the premises, provided this exception shall not extend to allow the operation of a commercial greenhouse or nursery or the existence of stands or booths for display of said produce.
10. The following uses are allowable as types of home occupations (not all-inclusive):
 1. Child care, but not more than six children at a time.
 2. Tutoring of all types, but limited to four pupils at one time.
 3. Arts and crafts.
 4. Small appliance repair.
 5. Contractor offices (i.e. painting, cleaning, yard maintenance, building) but not including storage of equipment, materials or vehicles.
 6. Professional services (i.e. attorneys, accountants, realtors, insurance agents).
 7. Upholstery.
 8. Alterations.
 9. Chimney cleaning.
 10. Home marketing (i.e. Amway, Mary Kay, Tupperware, etc.).
 11. Musician and artist.
 12. Laundries.
 13. Other similar uses as approved by the zoning administrator.

SECTION 602-A. HEIGHT REGULATIONS.

The maximum height of buildings and other structures erected or enlarged in this district shall be:

- A. For any principal structure: 35 feet.
- B. For any accessory structure: 25 feet.

SECTION 603-A. AREA, WIDTH AND YARD REGULATIONS.

- A. Principal structure. Townhouse dwellings shall comply with townhouse dwelling standards in Article XXV-A, provided there shall be no more than 12 dwelling units per acre, calculated based on the total lot area before development.
- B. Accessory structure. The following provisions apply to accessory uses and structures in the R-2 Townhouse Residential District, except in the case of agricultural accessory buildings, swimming pools, and screen enclosures over or around swimming pools:
2. Principal structure required. Accessory structures shall not be constructed on a lot prior to the time of construction of the principal building to which it is accessory.
 3. Front yard. Unless otherwise provided, accessory uses or structures shall be permitted only in side or rear yards. Where a double frontage lot exists, accessory buildings or structures shall be set back from all rights-of-way a distance equivalent to the minimum front yard setback applicable to the principal structure.
 4. Side yards. An accessory use or structure shall be set back not less than ten feet from a side lot line.
 5. Rear yard. An accessory use or structure shall be set back not less than ten feet from a rear lot line.
 6. Building coverage.
 - a. An accessory structure on a lot of 2 acres or less, except detached garages and carports, shall not have a footprint that exceeds 18 feet by 22 feet.
 - b. Detached garages and carports on lots of 2 acres or less shall not exceed 50 percent of the floor area of the first floor of the principal structure.
 - c. An accessory structure located on a lot in excess of 2 acres shall not exceed 100 percent of the floor area of the first floor of the principal structure.

SECTION 604-A. OFF-STREET PARKING.

No off-street parking of motor vehicles is allowed between a principal structure and a street, except in the case that such off-street parking of motor vehicles occurs on a driveway that conforms to City standards.

SECTION 4: RENUMBERED R-3 DISTRICT

That Article VI (R-3 Medium Density Medium Density Multiple Family Residential District) of the Zoning Ordinance is hereby amended (new language underlined and deleted language stricken through) to renumber the article and its sections and remove board of appeals references, so that, as amended, said Article shall read as follows:

ARTICLE VI-B. R-3 MEDIUM DENSITY MULTIPLE FAMILY RESIDENTIAL DISTRICT

SECTION 600-B. DECLARATION OF LEGISLATIVE INTENT.

In expansion of the declaration of intent contained in article I, section 101 of this ordinance, it is hereby declared to be the intent of this article with respect to R-3 residential districts to establish reasonable standards of performance and selection of permitted uses therein, in order to maintain and protect the desirable benefits which single, twin and duplex residential uses have throughout the community.

SECTION 601-B. USE REGULATIONS.

A building may be erected, altered or used and a lot may be used or occupied for any of the following purposes and no other:

- A. Single-family detached dwelling, excluding mobile homes and trailers.
- B. Two-family twins.
- C. Two-family duplexes.
- D. Any use permitted in the R-15 district.
- E. Unless otherwise provided, accessory uses or structures shall be permitted only in side or rear yards. An accessory use or structure shall be set back not less than ten feet from any lot line. Commercial and agricultural buildings, and swimming pools and screen enclosures, are not covered by the provisions of this subsection. Accessory buildings shall not be constructed on a lot prior to the time of construction of the principal building to which it is accessory. Accessory uses or structures shall be permitted if they meet the following:
 1. Where a double frontage lot exists, accessory buildings or structures shall be set back a distance equivalent to the minimum front yard setback.
 2. An accessory structure, except detached garages and carports located within a residential district, shall not be any larger than 18 feet by 22 feet and shall not exceed 25 feet in height.
 3. Accessory structures located on property in excess of two acres will not be restricted [as] to size, except that the square footage cannot exceed that of the principal structure, and the maximum height cannot exceed 25 feet.

4. Accessory structures within a residential district shall not be used for any type of commercial operation whether permanent, parttime, or as part of a home occupation.
 5. Detached garages and carports shall be permitted in side and rear yards and shall not exceed 50 percent of the floor area of the first floor of the principal structure and shall not exceed 25 feet in height nor be within ten feet of any property line.
- F. Home occupation. The following provision applies to home occupations:
1. The occupation carried on within the dwelling unit shall be restricted to the heated floorspace of the dwelling, shall involve the sale of only those articles, products or services produced on the premises, shall not occupy in excess of 25 percent of the heated floorspace within the structure, shall be conducted entirely within the dwelling by members of the family in residence and a maximum of one additional employee and shall be clearly secondary to the dwelling for dwelling purposes.
 2. There shall be no external display of products or storage of equipment or other externally visible evidence whatsoever of the occupation, business or profession.
 3. There shall be no signs except for a small four-square-foot property identification sign linking the property to the home occupation.
 4. There shall be no emission of smoke, dust, odor, fumes, glare, noise, vibration, electrical or electronic disturbance detectable at the lot line or beyond.
 5. There shall be no chemical, mechanical or electrical equipment on the premises other than that normally found in a purely domestic residence.
 6. No onstreet parking of business-related vehicles shall be permitted at any time. No business vehicle larger than a van, panel truck or pickup truck shall be permitted to park overnight on the premises.
 7. Beauty salon, barbershops, doctors, dentists, and similar businesses are not permitted home occupations.
 8. Any business, occupation or profession, the operation of which does not meet the aforementioned requirements of a home occupation shall not be interpreted to be a home occupation despite the fact that it might attempt to operate in a residence.
 9. The above-listed requirements of a home occupation shall not be construed to restrict the sale of garden produce grown on the premises, provided this exception shall not extend to allow the operation of a commercial greenhouse or nursery or the existence of stands or booths for display of said produce.
 10. The following uses are allowable as types of home occupations (not all-inclusive):
 1. Child care, but not more than six children at a time.
 2. Tutoring of all types, but limited to four pupils at one time.
 3. Arts and crafts.
 4. Small appliance repair.

5. Contractor offices (i.e. painting, cleaning, yard maintenance, building) but not including storage of equipment, materials or vehicles.
6. Professional services (i.e. attorneys, accountants, realtors, insurance agents).
7. Upholstery.
8. Alterations.
9. Chimney cleaning.
10. Home marketing (i.e. Amway, Mary Kay, Tupperware, etc.).
11. Musician and artist.
12. Laundries.
13. Other similar uses as approved by the zoning administrator.
14. Doctors, dentists, and antique sales are not home occupations.

SECTION 602-B. HEIGHT REGULATIONS.

The maximum height of buildings and other structures erected or enlarged in this district shall be:

- A. For any dwelling, 35 feet, and not to exceed three stories.
- B. For any building accessory to any dwelling, 15 feet and not exceeding one story.

SECTION 603-B. AREA, WIDTH AND YARD REGULATIONS.

- A. Single-family detached dwelling.
 1. *Lot area and width.* A minimum lot area of 8,000 square feet and a minimum lot width of 70 feet at the front setback line shall be provided for every building hereafter erected, altered or used in whole or in part as a dwelling. In the case of a lot held in single and separate ownership on the effective date of this ordinance, having an area of less than 8,000 square feet, or a width less than 70 feet, a dwelling may be built thereon when authorized as a variance.
 2. *Front yard.* There shall be a front yard on each lot which shall not be less than 20 feet in depth from the street line.
 3. *Side yards.*
 - a. On each interior lot there shall be two side yards, each having a width of not less than ten feet.
 - b. On each corner lot there shall be two side yards, the side yard abutting the street having a width of not less than 20 feet from the street line, and the side yard not abutting a street having a width of not less than ten feet.
 4. *Rear yard.* There shall be a rear yard in each lot the depth of which shall not be less than 20 feet, except that an accessory use structure may be erected within the rear yard not closer than five feet to the rear property line, and except that on a corner

lot an accessory use structure within 20 feet of the street line may be erected provided it is not closer than ten feet to the rear property line.

5. *Building coverage.* Not more than 40 percent of the area of any lot shall be occupied by buildings.
- B. Two-family twin dwelling.
1. *Lot area and width.* A minimum lot area of 12,000 square feet and a minimum lot width of 75 feet at the front setback line shall be provided for every building hereafter erected, altered or used in whole or in part as a two-family twin dwelling. In the case of a lot held in single and separate ownership on the effective date of this ordinance, having an area of less than 12,000 square feet, or a width less than 75 feet, a dwelling may be built thereon when authorized as a variance.
 2. *Front yard.* There shall be a front yard on each lot which shall not be less than 25 feet in depth.
 3. *Side yards.*
 - a. On each interior lot there shall be two side yards each having a width of not less than ten feet.
 - b. On each corner lot there shall be two side yards, the side yard abutting the street having a width of not less than 25 feet from the street line, and the side yard not abutting the street having a width of not less than ten feet.
 4. *Rear yard.* There shall be a rear yard on each lot the depth of which shall not be less than 25 feet, except that an accessory use structure may be erected within the rear yard not closer to the rear property line than five feet, and except that on a corner lot an accessory use structure within 25 feet of the street line may be erected provided it is not closer to the rear property line than ten feet.
 5. *Building coverage.* Not more than 35 percent of the area of any two-family twin building lot may be occupied by buildings.
- C. Two-family, duplex dwelling.
1. *Lot area and width.* A minimum lot area of 12,000 square feet and a minimum lot width of 75 feet at the front setback line shall be provided for every building hereafter erected, altered or used in whole or in part as a two-family duplex dwelling. In the case of a lot held in single and separate ownership on the effective date of this ordinance, having an area of less than 12,000 square feet, or a width less than 75 feet, a dwelling may be built thereon when authorized as a variance.
 2. *Front yard.* There shall be a front yard on each lot which shall not be less than 25 feet in depth.
 3. *Side yards.*
 - a. On each interior lot there shall be two side yards each having a width of not less than 20 feet.
 4. *Rear yard.* There shall be a rear yard on each lot the depth of which shall not be less than 25 feet, except that an accessory use structure may be erected within the
-

rear yard not closer to the rear property line than five feet, and except that on a corner lot an accessory use structure within 25 feet of the street line may be erected provided that it is not closer to the rear property line than ten feet.

5. *Building coverage.* Not more than 35 percent of the area of any two-family duplex building lot may be occupied by buildings.

SECTION 604-B. UTILITIES.

Public water and public sewer system shall be required.

SECTION 605-B. OFFSTREET PARKING.

Two all-weather offstreet parking spaces shall be provided for each dwelling unit.

SECTION 606-B. OPEN SPACE.

In order to provide playground area and open space when practicable and upon the approval of the ~~board of appeals~~ City Council the developers may reduce the lot area by ten percent.

SECTION 5: AMENDED PLANNED UNIT DEVELOPMENT DISTRICT

That Article XIV (Planned Unit Development) of the Zoning Ordinance is hereby amended (new language underlined and deleted language stricken through), so that, as amended, said Article shall read as follows:

ARTICLE XIV. PUD PLANNED UNIT DEVELOPMENT DISTRICT

SECTION 1400. DECLARATION OF LEGISLATIVE INTENT.

[The purpose of the PUD district is] to permit great flexibility in the use and design of structures and land in situations where modification of specific provisions of this ordinance will not be contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the neighborhood in which they occur.

SECTION 1401. USE REGULATIONS.

The planning commission may authorize uses not permitted in the district where the lot is located, providing such uses are desirable or convenient for the users of the lot as developed or the immediate neighborhood, and provided that such uses are planned so as to assure that they will not materially alter the existing character of the neighborhood. ~~However, Uses~~ not permitted in the district where the lot is located shall not be permitted to occupy more than ten percent of the lot area nor more than ten percent of the building floor area, except that townhouse dwellings shall be permitted in any quantity in any Planned Unit Development District, subject to standards in Article XXV-A and subject to approval by the City Council. Where the planning commission determines that the application is consistent with section 1400 of this section and with the other requirements thereof, it shall enter an order authorizing development and use in accordance with the site plan and description contained in the application modified as the planning commission may require to carry out the intent and purpose of this section and containing any conditions or restrictions which the planning commission may consider necessary to carry out the purposes of this ordinance and to protect the public health, safety and welfare. The order shall recite the reasons and findings of fact upon which it is based.

SECTION 1402. LOT REGULATIONS.

The provisions of this section may be applied upon application of the owner, to any lot exceeding ten acres in size. The owner shall file with the planning commission a proposed site plan and detailed description of the structures to be erected, the other facilities of the project and the land uses involved. In addition, he shall furnish such other information as the planning commission may reasonably require. In acting upon the application, the planning commission may alter setback requirements, height limits, building size limits, offstreet parking regulations, landscaping rules and density and intensity limits but only with approval from the ~~zoning board of appeals~~ City Council.

SECTION 1403. PROCEDURAL REQUIREMENTS.

The plan of the proposed planned unit development with any required supplementary information shall be referred to the planning commission. The planning commission shall report its recommendation for approval or disapproval with reasons and any additional requirements to the ~~zoning board of appeals~~ City Council for action. The ~~zoning board of appeals~~ City Council shall hold a public hearing in the same manner and give notice thereof as required upon application for a variance. If no report is submitted by the planning commission within 30 days of referral, the ~~zoning board of appeals~~ City Council may take action without such a report.

SECTION 6: NEW CITYWIDE TOWNHOUSE STANDARDS

That the Zoning Ordinance be amended to add a new Article XXV-A (Townhouse Dwelling Standards), which new article shall read as follows:

ARTICLE XXV-A. TOWNHOUSE DWELLING STANDARDS

SECTION 2501-A. APPLICABILITY.

The townhouse dwelling standards contained in Article XXV-A shall apply to all townhouse dwellings, as defined in this Zoning Ordinance, in the City of Statesboro, including all townhouse dwellings within Planned Unit Development Districts. Some standards in this article, where duly indicated, shall apply only to townhouse dwellings within a townhouse development.

SECTION 2502-A. DEFINITIONS.

Townhouse development. A development containing 50 or more townhouse dwellings, and that may also contain other residential or nonresidential uses, and where no two areas of such development are separated by a collector street or an arterial street.

SECTION 2503-A. AREA, WIDTH AND YARD REGULATIONS.

- A. *Lot area and width.* A minimum site area of 8,000 square feet and a site lot width of 70 feet at the front setback line shall be provided for townhouse development. In the case of townhouses dwelling units occupying their own lot, each townhouse dwelling unit lot must be at least 20 feet wide and 50 feet deep.
- B. *Dwelling units per acre.* There shall be no more than 12 dwelling units per acre for any townhouse development, calculated based on the total lot area before development. When a development contains other residential uses, this maximum density shall apply to sum of all residential uses.
- C. *Front yard.* When the garage doors of an attached garage of a townhouse dwelling face a street, a minimum front yard setback of at least 20 feet from the sidewalk on the same side of the street shall be provided, unless the zoning district in which it is located requires a greater distance. When garage doors of an attached garage of a townhouse dwelling do not face a street, a minimum front yard setback of 10 feet from the sidewalk on the same side of the street shall be provided, unless the zoning district in which it is located requires a greater distance.
- D. *Side yards.* A townhouse dwelling may be built up to the side lot line when attached on that side to an adjacent building. A townhouse dwelling must maintain a side yard setback of 8 feet on any side not attached to an adjacent building, unless the zoning district in which it is located requires a greater distance.
- E. *Rear yard.* A townhouse dwelling shall be set back not less than 20 feet from a rear lot line, unless the zoning district in which it is located requires a greater distance.
- F. *Building coverage.* The footprint of a townhouse dwelling and its associated impervious surfaces, including impervious driveways, walkways, and accessory buildings, shall not exceed 75 percent of the lot area, unless the zoning district in which it is located requires a lesser footprint.

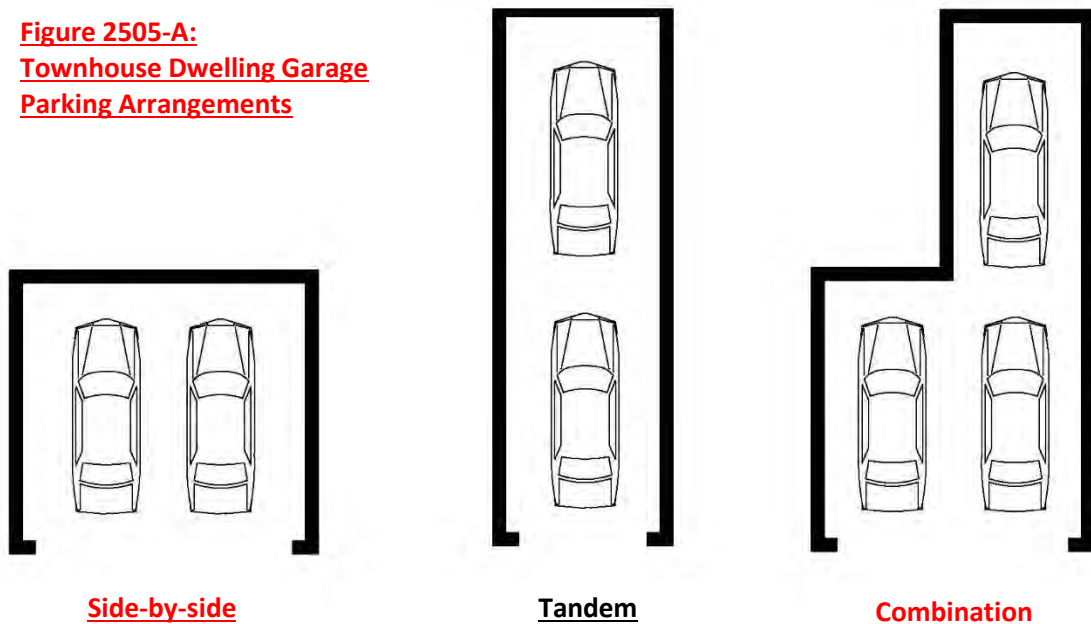
SECTION 2504-A. UTILITIES.

- A. Public water and public sewer system connections are required for all townhouse dwelling uses.
- B. Each dwelling unit of a townhouse dwelling shall be metered separately. Each electricity meter, natural gas meter, and water meter shall measure the delivery of utility service to no more than one dwelling unit of a townhouse dwelling.

SECTION 2505-A. OFF-STREET PARKING.

- A. Each townhouse dwelling shall have its own garage containing at least one parking space.
- B. Townhouse dwelling parking spaces that are not in a garage may only be in a driveway, serving such garage.
- C. Townhouse dwelling garage parking spaces may be arranged side-by-side, one in front of the other (tandem), or (when more than two spaces are provided) a combination of both, as shown in Figure 2505-A: Townhouse Dwelling Garage Parking Arrangements.
- D. Visitor parking required by Sec. 1600 shall be in a designated visitor parking facility or in a conforming public or private on-street parking space within the development.
- E. No entrance to a townhouse dwelling garage may face a street not contained within the townhouse development.
- F. No driveway may be located between a street that is external to (1) a townhouse development and (2) a townhouse dwelling within such townhouse development.

Figure 2505-A:
Townhouse Dwelling Garage
Parking Arrangements



SECTION 2506-A. OPEN SPACE.

- A. At least 5% of the site acreage, calculated based on the total lot area before development, must be dedicated as amenity space. Amenity space is defined as any at-grade outdoor

area of at least 100 square feet intended for use by the residents of the development and their guests, but not for the exclusive use of an individual dwelling unit. Amenity space specifically excludes required sidewalks, stream buffers, zoning buffers, stormwater facilities, and natural water bodies. Amenity space may include, but is not limited to, the following spaces: playgrounds, pool areas, tennis courts, basketball courts, other sports courts, community lawns, community gardens, hardscape areas improved for pedestrian enjoyment, and wooded areas.

- B. A continuous paved pathway or sidewalk system must be provided to connect amenity spaces, the townhouse dwellings, and sidewalks external to the development.
- C. A mandatory homeowner association (or non-owner occupied equivalent) is required and must be responsible for owning, maintain, and insuring amenity space and other common areas. When provided, any homeowner association must include an affirmative declaration to be governed by the "Georgia Property Owners' Association Act" (POA) and the applicable provisions of O.C.G.A. § 44-3-220 et seq. The association must also provide that the covenants automatically renew at the end of the 20-year term, unless 100% of the owners at that time vote that the covenants should not renew.

SECTION 2507-A. INTERNAL STREET STANDARDS.

- A. The following regulations apply to all internal streets of a townhouse development.
- B. Internal streets must provide sidewalks along both sides of all streets, except along portions of a side of a street that is fronted by a park, nature preserve, woodland, stream buffer, or other naturalized area.
- C. At least two points of vehicular access must be provided to streets external to the townhouse development.
- D. Street connections or future street connections must be provided to adjacent properties likely to develop or redevelop.

SECTION 2508-A. LANDSCAPING STANDARDS.

- A. All yards surrounding a townhouse dwelling must be landscaped.
- B. Street trees shall be planted and maintained on both sides of every street within a townhouse development. Street trees shall be planted in the right-of-way, between the sidewalk and the street, or, where planting in the right-of-way tree lawn is not possible due to space limitations or utility lines, street trees may be planted on private lots with their trunks within 10 horizontal feet of the edge of the right-of-way. Street trees shall be spaced no more than 50 feet on-center from other trees on the same side of the street.
- C. Around the perimeter of a townhouse development, excluding those portions of the perimeter abutting a downtown or mixed-use area, a landscape strip containing a decorative fence/wall and entrance monument shall be provided. The landscape strip shall be at least 10 feet in horizontal depth. The fence may be constructed as a solid brick or stacked stone wall, or as a wrought iron-style fence with brick or stacked stone columns spaced at no more than 30 feet on-center.

SECTION 2509-A. BUILDING STANDARDS.

- A. No townhouse dwelling may be built to be attached to a contiguous row of attached buildings if such contiguous row of attached buildings already contains 5 or more townhouse dwellings.
- B. No more than 3 adjacent townhouse dwelling units may have the same front façade designs. Differentiation between adjacent townhouse dwelling units or groups of 2 or 3 adjacent townhouse dwelling units may be accomplished by a change in materials, building height, color, roof form, or front yard setbacks.
- C. A front porch or stoop is required in the front yard area of each townhouse dwelling unit and must be connected to the fronted sidewalk by a walkway at least 3 feet wide. Such front porch or stoop is not considered when measuring the front yard setback, provided that the front porch or stoop is does not project from the townhouse dwelling more than 8 feet in the direction of the street.
- D. Any townhouse dwelling not part of a townhouse development, or any townhouse dwelling within a townhouse development that is visible from any right-of-way external to the townhouse development, must include the following elements on all facades visible from an external public right-of-way.
 - 1. Window treatments, such as trim and shutters, that are similar to those window treatments applied to the building's front facade.
 - 2. Architectural treatments that are similar to those architectural treatments applied to the building's front facade.
 - 4. Exterior wall finish materials limited to:
 - a. Painted or unpainted brick, including half-depth brick, thin brick, and simulated brick veneers;
 - b. Stone, including unpainted natural stone, unpainted cast stone with the appearance of natural stone; and
 - c. Cement-based artificial wood siding or shakes and shingles with a stone or brick water-table.
 - d. Vinyl and composite materials may be used on window and architectural treatments, but not exterior wall finishes.

SECTION 7: MANUFACTURED, MOBILE OR MODULAR HOME STANDARDS

That Article XXV (Manufactured, Mobile or Modular Homes) of the Zoning Ordinance is hereby amended to renumber the article and its sections, so that, as amended, said Article shall read as follows:

ARTICLE XXV-B. MANUFACTURED, MOBILE OR MODULAR HOMES

SECTION 2501-B. DEFINITIONS.

- A. Dwelling unit. A single unit providing complete independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.
- B. Dwelling, single-family. A building occupied exclusively for residential purposes by one or more persons and containing a single independent dwelling unit unless qualified otherwise in this code. Dwellings as defined in this section are subject to the limitations of persons related by blood, marriage or adoption contained in article II, section 201(11).
- C. Manufactured home. A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electric systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42, U.S.C. Section 5401, et seq.
- D. Mobile home. A structure, transportable in one or more sections which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length or, when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning, and electrical systems contained therein and manufactured prior to June 15, 1976.
- E. Modular or industrialized building. Any structure or component thereof which is wholly or in substantial part made, fabricated, formed, or assembled in manufacturing facilities for installation or assembly and installation on a building site and has been manufactured in such a manner that all parts or processes cannot be inspected at the installation site without disassembly to, or destruction thereon. Component means any assembly, subassembly, or combination of parts for use as part of a building, which may include structural, electrical, plumbing, mechanical, and fire protection systems and other systems affecting health and safety.
- F. Structure. Anything constructed or erected with a fixed location on or in the ground, or attached to something having a fixed location to the ground. Structures include, but are not limited to, the following: Site built buildings, industrialized buildings, modular homes, manufactured homes, mobile homes, billboards, swimming pools, advertising signs, satellite dishes, and fall-out shelters.

SECTION 2502-B. DWELLING IN RESIDENTIAL ZONES.

Dwellings, single-family, to include mobile homes, manufactured homes or modular or industrialized buildings as defined herein, shall not be permitted in residential districts except when placement of said dwelling complies with the requirements and limitations set forth in this

ordinance [article] as applying generally to residential use in such zoning classifications, including but not limited to minimum lots, yard and building spacing, square footage requirements, percentage of lot coverage, off-street parking requirements and approved foundations as described herein, and which additionally meet the following compatibility standards:

- A. The dwelling compares favorably to site built and other housing in the immediate general area within the same zoning or residential district or area. Approval to place the manufactured home, mobile home or modular building shall be granted by the Zoning Administrator upon application and determination that the dwelling is substantially similar in size, siding material, roof material, foundation and general aesthetic appearance to:
 - (1) Site-built or other forms of housing which may be permitted in the same general area under this ordinance [article], or
 - (2) Existing development, or
 - (3) Proposed development in the same zoning classification or area, or as envisioned in the Comprehensive Plan of the City of Statesboro.
- B. In making a determination of compatibility, the Zoning Administrator or designee shall further consider:
 - (1) The possible negative effect of the structure on the property values of other properties in the immediate area, and
 - (2) The possible effect the structure could have on the surrounding area in the event of inclement weather or high winds;
- C. All towing devices, wheels, axles and hitches must be removed.
- D. At each exit door there must be a landing that is a minimum of 36 inches by 36 inches. The structure has a minimum width in excess of 16 feet.
- E. The roof shall have a minimum of 2:12 roof pitch and shall have a surface of wood shakes, asphalt composition, wood shingles, concrete, fiberglass or metal tiles, slate, built up gravel materials, or other materials approved by the Zoning Administrator.
- F. The exterior siding materials shall consist of wood, masonry, concrete, stucco, masonite, metal or vinyl lap or other materials of like appearance.
- G. The structure shall be attached to a permanent foundation, to include foundation walls. With the exception of placement of structures in parks as specified in section 2304 below, skirting of structures is not sufficient to comply with the requirements of this section.
- H. The structure is constructed according to the standards established by the Standard Building Code adopted by the city and in effect at the time of erection or placement. A manufactured home unit must bear the label or seal of compliance with the Federal Manufactured Home Construction and Safety Standards issued by the Department of Housing and Urban Development. Any mobile home or manufactured home unit manufactured before June 15, 1976, shall not be allowed within the city. Any mobile home or manufactured home unit manufactured after June 15, 1976, not bearing such seal or label shall be reported to the state administrative agency having jurisdiction and

shall not be granted a certificate of occupancy. Any modular or industrialized home must bear any labels, stamps or seals of compliance required by the Department of Community Affairs or the City of Statesboro.

- I. Other than as provided in sections 2303 and 2304 herein, mobile homes, manufactured homes or modular buildings shall be placed only on land owned by and titled in the name of a principal occupant of the structure. If by placement of the mobile, manufactured home or modular building the owner qualifies for the homestead exemption, then the home shall be assessed as real property for ad valorem taxes.
- J. Other than as provided in sections 2303 and 2304 herein, the owner shall, prior to placement of a structure, submit to the City Engineer or designee an application containing the following:
 - (1) Applicant's name and address and his or her representative, and the interest of every person represented in the application.
 - (2) A statement of circumstances in the proposed district and the abutting district in which the structure is to be placed;
 - (3) A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including measurements of distances of the structure from the property lines;
 - (4) Specifications or pre-design plans which contain a complete description of the structure to include square footage, siding material, roof material and pitch, foundation and other evidence of the general aesthetic appearance required by the Zoning Administrator or designee and necessary to make a determination of compliance and compatibility as required by this ordinance [article].
 - (5) Documents certifying that the structure is in compliance with the Standard Building Code and any other codes, regulations or manufacturing standards as required by this ordinance [article].
 - (6) Evidence of title in the land on which the structure is to be placed.
- K. It shall be a violation of this ordinance [article] to occupy any structure without first obtaining a Certificate of Occupancy from the Zoning Code Administrator or his designee, who shall before issuing a Certificate of Occupancy determine that the structure is in compliance with the terms of this ordinance [article] and all other zoning requirements and city ordinances. In the event the Zoning Code Administrator or his designee is unable to determine whether the applicant meets the criteria established by this ordinance [article], the Zoning Code Administrator may refer the matter to the city council for a final determination of applicability.
- L. The city council may approve a variance or deviation from one or more of the development or architectural standards provided herein on the basis of finding that the material to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity.

The applicant must apply for the variance and carry the burden of proof to establish that the home is compatible with surrounding homes. The criteria should include such factors as exterior materials, square footage, foundation type and other factors as deemed

necessary for compliance and compatibility as required by this ordinance [article]. The city council shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds.

- M. No provision in this ordinance [article] shall preempt or preclude any protective or restrictive covenants which may [be] attached to any property within the City of Statesboro.

SECTION 2503-B. OTHER STRUCTURES.

Manufactured homes, mobile homes or modular buildings which do not conform to the standards established in section 2502 shall not be permitted within the limits of the city, except in a duly licensed and approved park for manufactured homes, mobile homes or modular buildings. Parks for manufactured homes, mobile homes or modular homes shall be allowable only in R-4 Districts. Any person, firm or corporation desiring to place a manufactured home, mobile home or modular building not complying with the standards in section 2502 within the limits of the city and outside of a regularly licensed park may make an application for same to the Zoning Administrator, who shall refer said application to the mayor and city council for determination on the following basis: If in the opinion of the mayor and city council, it should become necessary as a temporary emergency or hardship or for security or protection, such permit may be granted on a limited basis for a period not exceeding one year from the date of permit. If before the anniversary date of the permit, the emergency or other reasons for the structure shall no longer exist, then said permit shall be automatically canceled and said structure removed by the owner. If said structure is not removed, it will be removed by the city at the owner's expense. Such permit, if granted, shall be a privilege and not a right and shall be issued strictly at the determination of the city council who shall prescribe the terms, location, duration of the permit, the utility connections for electricity and gas and the sanitary system for water and sewage, and their decision shall be final.

SECTION 2504-B. PARKS FOR MANUFACTURED HOMES, MOBILE HOMES OR MODULAR HOMES.

Parks referenced in section 2503 shall comply with the following requirements:

1. A site plan shall be prepared and approved by the mayor and city council prior to development or expansion. The site plan shall be prepared by an architect, engineer, land surveyor or landscape architect, who currently holds state registration in Georgia and whose seal shall be affixed to the plan. Four copies of the site plan shall be submitted at a scale not to exceed one inch equals 100 feet, showing:
 - (1) The name and address of the applicant.
 - (2) The location and legal description of the park.
 - (3) The area and exterior dimensions of the proposed park.
 - (4) A layout of interior streets and driveways referenced to exterior thoroughfares. Right-of-way pavement widths shall be depicted.

- (5) The location of all dwelling pads.
 - (6) The proposed location of all utility lines, easements, and fire hydrants.
 - (7) A preliminary drainage plan prepared and stamped by a professional engineer registered in the State of Georgia.
 - (8) The location and dimensions of all buffers, recreation areas, office structures and support facilities.
 2. The minimum area for a park shall be five contiguous acres. Each mobile home park shall have a minimum frontage of 150 feet on a street having minimum classification of major collector. The park shall be connected to and utilize the city sanitary system for water and sewage, if available; however, if unavailable, any septic or other individual waste disposal methods used by the park must have approval by the Bulloch County Health Department and the City of Statesboro.
 3. The maximum overall park density shall not exceed seven units per gross acre.
 4. Each individual dwelling pad shall be clearly delineated and shall abut a paved street of not less than 22 feet in width.
 5. Each mobile home space shall contain a minimum of 6,000 square feet.
 6. Minimum setback and locational requirements for dwelling pads shall be as follows:
 - (1) Front yard—20 feet except when adjacent to a city or state street, in which case front yard setback shall be 50 feet.
 - (2) Side yards—20 feet on each side of the dwelling.
 - (3) Rear yard—20 feet.
 - (4) No mobile home shall be located closer than 25 feet to any permanent principal structure.
 - (5) No mobile home shall be located closer than 25 feet to any park property boundary.
 - (6) No additions shall be made to a dwelling that will violate setback requirements.
 - (7) All dwelling spaces shall be served by an all-weather surface walkway of not less than two feet in width.
 - (8) All driveways and walkways shall be lighted at night by not less than 25 watt fixtures spaced not more than 100 feet apart.
 7. Each dwelling unit shall be installed on a concrete block foundation, of which the base block shall be solid and equal in size to the pier block size (a minimum of eight inches by eight inches by 16 inches). Top course of said parts of foundation shall be a solid cap block with a minimum dimension of four inches by eight inches by 16 inches. The dwelling unit shall be installed true and plumb.
 8. All streets and driveways shall be laid out and paved, and shall have a minimum pavement width of 22 feet.
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9. All structures within the park shall meet the Manufactured Home Tie Down Standards as contained in section H105 of the Standard Building Code.
 10. All private streets or driveways within the park shall be lighted between sunset and sunrise with electric lights emitting light at an intensity of at least 5,000 lumens, and the light poles shall be not more than 250 feet apart.
 11. No dwelling unit shall be admitted to any park unless it can be demonstrated that it meets the State of Georgia and federal mobile home, manufactured home and modular home standards and requirements.
 12. The following utilities are required:
 - (1) An electrical outlet supplying both 60 and 150 amperes of service shall be provided for each dwelling space. All such outlets shall be weather proof, and installations shall meet the requirements of the National Electrical Code.
 - (2) An adequate supply of pure, potable water for drinking and domestic purposes shall be supplied by pipes to all buildings and dwelling lots within the park. Each dwelling stand shall be provided with an approved cold water connection and a tap, constructed in accordance with the plumbing standards adopted by the city.
 - (3) Approved fire hydrants with isolation value shall be located at least every 500 feet and at every intersection or as designated by fire officials of the City of Statesboro.
 - (4) Waste from shower, bathtubs, flush toilets, urinals, lavatories, slop sinks and laundries in service and other buildings within the park shall be discharged into a public or private sewer and disposal plant or septic tank system of such construction and in such manner as will meet with the approval of the Bulloch County Health Department and the City of Statesboro.
 - (5) Each dwelling space shall be provided with a trapped sewer at least four inches in diameter, which shall be connected to receive the waste from the shower, bathtub, flush toilet, lavatory, and kitchen sink of the mobile home harbored in such dwelling space. The trapped sewer in each space shall be connected to discharge the dwelling waste into a public sewer system in compliance with applicable ordinances or into a private sewer and disposal plant or septic tank system of such construction and in such manner as will meet with approval of the Bulloch County Health and the City of Statesboro.
 13. The following conditions regarding sanitation shall be complied with:
 - (1) The area around and underneath each dwelling unit shall be kept clean and free from collections of refuse, rubbish, glass bottles, or other unsightly material.
 - (2) Each dwelling space shall be provided with an approved metal garbage container with a tight-fitting cover. The container shall be kept in a sanitary condition and shall be stored at least three inches off the ground, preferably on a metal rack or hanger for such purpose. Waste shall be removed from the premises and disposed of often enough to prevent creating a nuisance or health hazard and to insure that the garbage containers shall not overflow. With the approval of the building inspector the use of a central garbage collection system may be permitted as an alternative.
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- (3) Each dwelling shall be provided with sanitary sewage lateral of at least four inches in diameter, which shall be fitted with accessible connections to receive waste from the shower, bathtub, flush toilet, lavatory, and kitchen sink of the dwelling stand and shall be connected to discharge the waste into a sewer system which meets the health requirements of the State of Georgia and the City of Statesboro, Georgia.
 - (4) The sewage laterals shall be made of approved semi-rigid four inch SDR 35 PVC sewer pipe. While a dwelling stand is unoccupied or the drain not in use, the sewer opening shall be closed with an approved closure plug or cap.
 - (5) No park shall be served by a privy.
 - (6) Every park shall be equipped at all times with fire equipment in good working order and of such type, size, number and location as to satisfy applicable fire regulations of the City of Statesboro. No open fires or burning of leaves or other refuse shall be permitted within the boundaries of the park.
 14. A minimum of ten percent of the gross acreage of the park shall be set aside for the recreational use by residents of the park, and maintained by the park owner, transferee or assign. Said recreational park shall be one contiguous tract or several tracts each no smaller than one-half acre and located within the mobile home park in such manner as to be convenient to all its residents. The recreational park shall be located on land suitable for park development and shall contain a sufficient amount of play equipment designed for pre-school and elementary school age children.
 15. Planted buffers shall be required and shall be installed as follows:
 - (1) Parks shall be surrounded by planted buffers at least 15 feet in depth on the sides and rear and 25 feet in depth along the front of any structure contained therein, provided, however, that no side and rear buffer is required between adjacent developments.
 - (2) The buffer shall be densely planted with shrubs and/or trees at least three feet high at the time [and] of such a nature as to produce a dense, compact evergreen planting screen capable of growing to a height of at least six feet within three years. A site plan identifying all plants to be incorporated in the buffer strip must be approved by the mayor and the city council prior to any site construction. The mayor and city council may require additional planting to acquire a uniform buffer strip.
 - (3) Such screenings shall be erected and maintained by the owners of the park property.
 16. Dwellings shall not be elevated higher than three feet from the ground at any point.
 17. Coin-operated laundries for the use of the residents of the park shall be permitted within enclosed buildings inside the park. Building structures containing said laundries may also contain vending machines and recreational rooms and activities. More intensive commercial uses than these specified herein are strictly prohibited.
 18. The regulations governing parks prescribed by the Health Department, as well as other city or state regulations, shall be complied with.
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19. Before the dedication of any street, water or sewer line or system, or other utility within any park will be accepted by the City of Statesboro, said facility, work or utility must be manufactured and installed in compliance with all then existing specifications and standards of the City of Statesboro. Further, the owner of the property making the dedication will issue a one-year warranty and indemnification for all design, materials, workmanship, and equipment associated with the dedication.
20. Before any park for mobile homes, manufactured homes or modular homes which is in existence at the time of the enactment of this ordinance [article] may subsequently expand the limits of the existing park or substantially alter the internal design of the existing park, the existing park must be brought into compliance with all requirements for parks for mobile homes, manufactured homes or modular homes established by this section and ordinance [article].

SECTION 2505-B. STRUCTURES IN NONRESIDENTIAL ZONES.

No mobile home, manufactured home or modular or industrialized building will be allowed in CBD, O, CR, HOC, LI, H-I or PUD Zoning Districts unless it meets the following requirements:

1. An application for placement is filed with the Zoning Administrator or his designee, said application containing the following:
 - (A) Applicant's name and address and his representative, and the name and interest of every person represented in the application, and having an interest in the business or enterprise which shall use the structure, and in the land on which the structure shall be located.
 - (B) A written metes and bounds description of the property on which the structure is to be placed, together with a recent plat of the property prepared by an architect, engineer, land surveyor or landscape architect, whose state registration is valid and whose seal shall be affixed to the plat. The plats must contain property lines, bearings, distances, adjoining streets with right-of-way and paving width, location of existing structures, creeks, easements, north arrow and scale.
 - (C) A statement of circumstances in the proposed district and the abutting districts.
 - (D) A plat or sketch plan showing the configuration of the land on which the structure is to be placed and the location of placement, including measurements of distances of the structure from the property lines.
 - (E) Specifications or pre-design plans which contain a complete description of the structure to include square footage, siding material, roof material and pitch, foundation and other evidence of the general aesthetic appearance required by the Zoning Administrator or designee and necessary to make a determination of compliance and compatibility as required by this ordinance [article].
 - (F) Documents certifying that the structure is in compliance with the Standard Building Code and any other codes, regulations or manufacturing standards as required by this ordinance [article].
 - (G) It shall be violation of this ordinance [article] to occupy or commence activity from any structure without first obtaining a Certificate of Occupancy from the Zoning

Code Administrator or his designee, who shall before issuing a Certificate of Occupancy determine that the structure is in compliance with the terms of this ordinance [article] and all other zoning requirements and city ordinances. In the event the Zoning Code Administrator or his designee is unable to determine whether the applicant meets the criteria established by this ordinance [article], the Zoning Code Administrator may refer the matter to the City Council for a final determination of applicability.

2. Mobile homes, manufactured homes or buildings or modular or industrialized buildings will not be permitted in the above-referenced districts unless the structure meets the following criteria:
 - (A) Placement of said dwelling complies with the requirements and limitations set forth in this ordinance [article] as applying generally to use in such zoning classifications, including but not limited to minimum lots, yard and building spacing, square footage requirements, percentage of lot coverage, off-street parking requirements and approved foundations as described herein;
 - (B) The structure compares favorably to site built and other structures in the immediate general area within the same zoning or residential district or area. Approval to place the structure shall be granted by the Zoning Administrator or designee upon application and determination that the structure is substantially similar in size, siding material, roof material, foundation and general aesthetic appearance to:
 - (1) Site-built or other forms of structures which may be permitted in the same general area under this ordinance [article], or
 - (2) Existing development, or
 - (3) Proposed development in the same zoning classification or area, or as envisioned in the Comprehensive Plan of the City of Statesboro.
 - (C) In making a determination the Zoning Administrator or designee shall consider such factors as exterior materials, square footage, foundation type and other factors as deemed necessary for compliance and compatibility as required by this ordinance [article]. The Zoning Administrator or designee shall further consider:
 - (1) The possible negative effect of the structure on the property values of other businesses or facilities in the immediate area, and
 - (2) The possible effect the structure could have on the surrounding area in the event of inclement weather or high winds.
 - (D) All towing devices, wheels, axles and hitches must be removed.
 - (E) At each exit door there must be a landing that is a minimum of 36 inches by 36 inches. The structure has a minimum width in excess of 16 feet.
 - (F) The structure shall be attached to a permanent foundation, to include foundation walls. Skirting of structures is not sufficient to comply with the requirements of this section.

(G) The structure shall be constructed according to the standards established by the Standard Building Code adopted by the city and in effect at the time of erection or placement. A manufactured building unit must bear the label or seal of compliance with the Federal Manufactured Home Construction and Safety Standards issued by the Department of Housing and Urban Development. Any mobile home or manufactured home unit manufactured before June 15, 1976, shall not be allowed within the city. Any mobile home, or manufactured home or building unit manufactured after June 15, 1976, not bearing such seal or label shall be reported to the State Administrative Agency having jurisdiction and shall not be granted a certificate of occupancy. Any modular or industrialized home must bear any labels, stamps or seals of compliance required by the Department of Community Affairs or the City of Statesboro.

3. The city council may approve a variance or deviation from one or more of the development or architectural standards provided herein on the basis of finding that the material to be utilized or the architectural style proposed for the dwelling will be compatible and harmonious with existing structures in the vicinity.

The applicant must apply for the variance and carry the burden of proof to establish that the home is compatible with surrounding structures. The criteria should include such factors as exterior materials, square footage, foundation type and other factors as deemed necessary for compliance and compatibility as required by this ordinance [article]. The city council shall further consider the possible negative effect of the structure on the property values of other properties in the immediate area and the possible effect the structure could have on the surrounding area in the event of inclement weather or high winds.

4. No provision in this ordinance [article] shall preempt or preclude any protective or restrictive covenants which may attach to any property within the City of Statesboro.

Section 8: Amended Parking Requirement

That Sec. 1600 of the Zoning Ordinance is hereby amended (new language underlined), so that, as amended, said section shall read as follows:

SECTION 1600. OFFSTREET PARKING FACILITIES.

Except with respect to lots in the CBD district, there shall be provided offstreet parking for motor vehicles, and the minimum number of parking spaces to be provided shall be as shown in the following list:

Use	Parking Spaces Required
Single-Family Residential	
Single-family residence/Manufactured home	2 per dwelling unit
Multifamily Residential	
Duplexes/Condominiums/Single-family attached	1 per bedroom
<u>Townhouse dwellings</u>	<u>2 per dwelling unit + 1 visitor space per 10 dwelling units</u>
Multiple-family uses	1 per bedroom + 1 per 10 dwelling units
Lodging Facilities/Health Care Lodging Facilities	
Hotel/Motel/other lodging facilities.	1 per guestroom + spaces required for additional uses (ex. Restaurants, meeting areas etc...)
Health care facilities (including Hospitals, Group Homes and Nursing Homes)	1.4 for each 4 beds
Commercial Retail, Services, and Entertainment:	
Retail Establishments	1 per every 500 square feet of retail sales area
Furniture, home furnishing, hardware and equipment store	1 per every 500 square feet of retail sales area
Shopping/strip center	2.5 per every 1,000 square feet of customer service area
Restaurant, cafeteria, fast food (with seating)	1 per every 1,000 square feet of retail sales area
Restaurant, fast food w/drive-in facility (no seating)	2.5 per every 1,000 square feet of customer service area
Garden store/produce stand	2.5 per every 1,000 square feet of retail sales area
Funeral home/mortuary	1 for every 4 seats in chapel
Dry Cleaning/Laundromat	1 for every 1,000 square feet of customer service area
Business and Professional Offices	1 per every 1,000 square feet of area
Banks and Financial Institutions	1 for every 500 square feet of area
Agencies, studios, schools	1 per every 500 square feet of area accessible to patrons
Personal service facilities	1 per every 500 square feet of area accessible to patrons
Vehicle and machinery sales, service, and repair	1 per every 1,000 square feet of retail sales area or customer area

Industrial Storage/Warehousing/Wholesale Trade:	
Mini-warehouse (self-service storage facilities)	1 for every 30 storage units
Warehouse	1 for each employee during a maximum working shift plus space for storage of truck or vehicle used
Junkyard, salvage yard	1 per every 1,000 square feet of office space
Wholesale, trade establishments	1 per every 1,000 square feet of sales floor area
Industrial Manufacturing Establishment/Processing:	
Manufacturing and industrial uses	1 for each employee during a maximum work shift
Public Assembly/Institutional:	
Auditorium, assembly hall, civic center, religious facility, spectator sport facilities, theatre	1 for every 5 seats
Places of public assembly or amusement without fixed seating	1 space for each 1,000 square feet of floor space devoted to public use
Childcare facilities	Spaces equal 25 percent of capacity
Clubs and lodges, noncommercial	1 for every 1,000 square feet
Park/Recreation/Conservation:	
General outdoor recreational areas, parks, etc.	1 for each 5,000 square feet of land area
General indoor amusement or place of recreation	1 for each 500 square feet of general customer service area (not to include dedicated recreation area such as bowling alleys, skating rinks, etc.)

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of Ordinance Amendment Article VI-A. R-2 Townhouse Residential District and Townhouse Dwelling Standards; and include said Townhouse Standards within the Planned Unit Development (PUD) Zoning District.** The following comments were received:

- (1) Under Sec. 2506-A. Open Space, sub-section C. A comment was made requesting that the requirement for HOA's have enough "teeth" to properly maintain the property.

Response: This section includes reference to the "Georgia Property Owners' Association Act" and applicable provisions of O.C.G.A. Sec. 44-3-220 et. seq. which is the State enabling legislation governing all HOA's within the State.

- (2) Under Sec. 2508-A Landscaping Standards, sub-section B. A comment was received stating that it may be difficult to meet the street tree spacing requirement of 50' from other trees on the same side of the street.

Response: This sections allows for street trees to be planted on private lots if the street tree spacing requirement is unworkable.

At the special called meeting of the Planning Commission on July 12, 2022, the commission recommended approval of Ordinance Amendment Article VI-A. R-2 Townhouse Residential District and Townhouse Dwelling Standards; and include said Townhouse Standards within the Planned Unit Development (PUD) Zoning District with a 3-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 7/8/2022

RE: Butts N Brews

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

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

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

Budget Impact: None

Council Person & District: Venus Mack, District 3

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: Butts - N - Brews BBQ

D/B/A Name

2. Applicant's Name: Bubba D's, LLC.

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 454 South Main St.

Statesboro, GA 30458

4. Business mailing address: same

5. Local business phone number: (912) 259-9074

Corporate office phone number same

6. Name of Manager: Timothy A. Hunt

Person responsible for alcohol licensing issues

7. Phone number for manager: (912) 682-0050

10. Purpose of application is:

New Business New Owner

Previous owner's name: _____

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

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

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership LLC

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

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

Full Legal Name: Timothy A Hunt Phone #: 912-682-0050

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

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

Name & address of partnership, LLC, or LLP: Bubba D's, LLC,
454 S. Main St, Statesboro, GA 30458

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

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

15. Members of LLC and/or partners:

Full Legal Name: Timothy A Hunt Phone #: 912-682-0050

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

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

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

* Attach additional pages if necessary**

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

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

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

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

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

Edward W. Curl, Jr.
2902 River Dr. Unit C101
Savannah, GA 31404

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

Yes

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

Edward W. Curl Jr,
2902 River Dr. Unit C101
Savannah, GA 31404

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

No

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

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

No

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

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

No

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

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

No

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

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

No

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

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

No

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

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

I, Timothy A Hunt, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Timothy A Hunt
Print full name as signed below

Timothy A Hunt Member 4/1/22
Signature of applicant Title Date

Sworn and subscribed before me this 1st day of April, 20 22

Shaylin M Lach 07/05/2025
Notary Public My commission expires



Calculation of Basic License Fee

For Calendar Year: 2022

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

Total Due: \$ 3900

Butts N Brews
454 S Main St
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Justin Williams	Approve	Applicant has corrected issues
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 7/8/2022

RE: Wings Over Statesboro DBA Wild Wing Cafe

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

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

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

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: Wild Wing Cafe
D/B/A Name

2. Applicant's Name: Wings Over Statesboro Inc
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 52 Aspen Heights Drive
Statesboro, Georgia 30458

4. Business mailing address: 52 Aspen Heights Drive
Statesboro, Georgia 30458

5. Local business phone number: 912-681-9453

Corporate office phone number: 706-294-3131

6. Name of Manager: Richard Howard
Person responsible for alcohol licensing issues

7. Phone number for manager: 706-294-3131

8. Email address for manager: _____

9. Address of manager: 270 Cory Drive Macon, Georgia 31210

10. Purpose of application is:

New Business _____ New Owner

Previous owner's name: Tom Scarborough

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

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

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

12. Type of Business: _____ Individual Corporation _____ Partnership _____ LLC

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

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

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

Name & address of partnership, LLC, or LLP: _____

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

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

15. Members of LLC and/or partners:

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

(Attach additional pages if necessary)

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

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

Name of Corporation: Wings Over Statesboro INC

Home Office address: 52 Asper Heights Drive
Statesboro, Georgia 30458

Mailing address (if different): _____

Date & Place of incorporation: 1/26/2022 / Statesboro Georgia

Do you have a shareholders agreement?: Yes

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

17. Officers:

Full Legal Name: Richard Howard Phone #: 706-294-3131

Home address: _____

Percentage of stock owned: 50% Office held: Vice Pres / Sec

Full Legal Name: Dakshesh Shroff Phone #: 912-541-5262

Home address: _____

Percentage of stock owned: 50% Office held: President

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Attach additional pages if necessary

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Attach additional pages if necessary

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

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

Name: Dakshesh Shroff Phone #: 912-541-5262

Previous address: _____

Dates lived there: 2006 to 2019

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

Tom Scarborough

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

Rented

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

YOLO SE Properties LLC

74 Rickman Street Pmb 114 Clayton GA 30525

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

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

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

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

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

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

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

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

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

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

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

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

Wings Over Statesboro
52 Aspen Heights Dr
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 7/8/2022

RE: Family Dollar Store 30436

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

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

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

Budget Impact: None

Council Person & District: Paulette Chavers, District 2

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: Family Dollar Store #30436
D/B/A Name

2. Applicant's Name: Family Dollar Stores of Georgia, LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 20 Veterans Plaza ,Statesboro, GA 30458

4. Business mailing address: Attn: Alcohol\ Tobacco Team ,500 Volvo Pkwy (9th Floor),
Chesapeake, VA 23320

5. Local business phone number: 912-243-6103
Corporate office phone number: 757-321-5493

6. Name of Manager: Erica Renee McDonald
Person responsible for alcohol licensing issues

7. Phone number for manager: 803-243-5493

8. Email address for manager: ab-licensing@dollartree.com

10. Purpose of application is:

New Business Existing Business New Owner _____
Adding Alcohol

Previous owner's name: N/A

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

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

11. Indicate where the business will be located:

- Above ground
 Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership LLC

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

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

Full Legal Name: N/A Phone #: _____

Home Address: _____

Have you completed the financial affidavit attached to this application? N/A

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

Name & address of partnership, LLC, or LLP: Family Dollar Stores of Georgia, LLC

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

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

Family Dollar Inc., is the owner 100% - See Attached

15. Members of LLC and/or partners:

Full Legal Name: See Attached Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: Family Dollar Stores of Georgia, LLC.

Home Office address: Attn: Alcohol\Tobacco Team 500 Volvo Pkwy (9th Floor)
Chesapeake, VA 23320

Mailing address (if different): Same as above

Date & Place of incorporation: 8/31/1997 Virginia

Do you have a shareholders agreement?: Yes, please see the attached.

If not, what documents establish the ownership rights of the shareholders? N/A

17. Officers:

Full Legal Name: Peter A Barnett Phone #: 757-321-5000

Home address: _____

Percentage of stock owned: 0% Office held: President

Full Legal Name: William A. Old, Jr. Phone #: 757-321-5419

Home address: _____

Percentage of stock owned: 0% Office held: Senior VP - Chief Legal Officer

Full Legal Name: Todd Littler Phone #: 757-321-5000

Home address: _____

Percentage of stock owned: 0% Office held: Senior Vice President

Attach additional pages if necessary **SEE ATTACHED LIST OF OFFICERS**

18. Stockholders: (if different than officer names)

Business Name :
Full Legal Name: Family Dollar Inc. - Please see attached Phone #: _____

Home address: Attn : Alcohol\ Tobacco Team 500 Volvo Pkwy (9th Floor)

Chesapeake, VA 23322

Percentage of stock owned: 100% Office held: N/A

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

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

Has each shareholder completed the financial affidavit attached to this application? N/A

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

Name: John Summerfield Mitchell Jr. Phone #: 757-321-5495

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: Jonathan Lamar Elder Phone #: 757-321-5000

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: Harry R. Spencer Phone #: 571-217-1884

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____


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

I, Erica McDonald, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Erica McDonald
Print full name as signed below

Erica McDonald District Manager 9-23-21
Signature of applicant Title Date

Sworn and subscribed before me this 23 day of September, 2021.



Notary Public

26 July 27

My commission expires

Calculation of Basic License Fee

For Calendar Year: 2021

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

Total Due: \$ 2,050

**Family Dollar Store
20 Veterans Plaza
Statesboro, Ga 30458**

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

INTEROFFICE MEMORANDUM City Manager's Office

TO: Mayor and City Council

FROM: Charles W. Penny, City Manager

DATE: July 13, 2022

RE: July 19, 2022 City Council Agenda Item

Policy Issue: Retail Development and Small Business Recruitment/Retention Program Proposal

Recommendation: Acceptance and approval of the Retail Development and Small Business Recruitment/Retention Program Proposal from Georgia Southern University Research and Service Foundation, Inc.

Background: The City has received a proposal from the Business Innovation Group to provide retail development and small business recruitment services for the Statesboro. Prior to the pandemic, I had proposed the creation of a small business recruiter for the City, since no one is currently assigned the responsibility for recruiting and retaining small businesses in our community. COVID 19 resulted in the idea being put on the shelf; however, as we are in a recovery mode, it seemed appropriate to recommend the funding of the position. The Business Innovation Group approached the city with the idea of providing the service, which they had seen done in a midwestern state. The Business Innovation Group would hire the employee responsible for small business development and retention in the City at the cost of the program would be \$125,000.00 a year. The employee would be hired by October 2022 and the cost for the first year of the program would be \$93,750.00 which includes fringe benefits. The agreement would be for 3 years; however, the agreement can be terminated with a 60 day notice.

Budget Impact: \$93,750 for year one, and \$125,000 for the each of the following years. Total cost \$343,750.00.

Attachments: Agreement between Georgia Southern University Research and Service Foundation, Inc. and City of Statesboro; and proposal outlining the program.

**SPONSORED PROGRAMS AGREEMENT NO. 2737
BETWEEN**

**GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION, INC.
AND**

CITY OF STATESBORO

THIS SPONSORED PROGRAMS AGREEMENT ("Agreement") is between the GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION, a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "GSURSF", and CITY OF STATESBORO, a municipal corporation in state of Georgia, hereinafter referred to as "SPONSOR", each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, GSURSF and the Board of Regents of the University System of Georgia on behalf of Georgia Southern University (hereinafter referred to as "University") have entered into an agreement wherein University and its faculty and staff employees, independent contractors, subcontractors, and student assistants perform research and service projects under agreements executed by GSURSF with outside sponsors and/or entities, and GSURSF manages and controls University's interests in intellectual property rights created under said agreements with outside sponsors and/or entities; and

WHEREAS, the services contemplated by this Agreement are of mutual interest and benefit to GSURSF and SPONSOR, will further the instructional, research and public service missions of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution, and may derive benefits for both University and SPONSOR through the advancement of knowledge (the "Research Services");

NOW, THEREFORE, the Parties hereto agree as follows:

1. STATEMENT OF WORK

GSURSF agrees to use its reasonable efforts to perform the research program as described in the Statement of Work appended hereto as Appendix A (hereinafter the "Research Program").

Nothing in this Agreement shall be construed to limit the freedom of researchers, whether as participants in this Agreement or not, from engaging in similar inquiries made independently under other grants, contracts or agreements with parties other than SPONSOR.

The Research Program shall be performed in accordance with established policies and procedures of University and the University System of Georgia, which may include policies and procedures applicable to research involving human subjects, laboratory animals, and hazardous agents and materials.

2. PRINCIPAL INVESTIGATOR

The research will be supervised by Dr. Dominique Halaby of the Business Innovation Group to serve as Principal Investigator. If, for any reason, he/she/they is/are unable to continue to serve as Principal Investigator(s), and a successor acceptable to both GSURSF and the SPONSOR is not available, this Agreement shall be terminated as provided in Article 6.

3. PERIOD OF PERFORMANCE

The research shall be conducted during the period of October 1, 2022 through June 30, 2025 ("Period of Performance") and will be subject to renewal or extension only by mutual written agreement of the Parties.

4. PRICE AND PAYMENT

As compensation for the performance of this Agreement, the SPONSOR agrees to pay GSURSF an annual fixed price of one hundred twenty five thousand dollars (\$125,000) with the first year prorated for three quarters of performance at a rate of ninety three thousand seven hundred and fifty dollars (\$93,750). The compensation for the entirety of the contract period shall be three hundred forty three thousand seven hundred fifty dollars (\$343,750.00).

Payments shall be made to GSURSF by the SPONSOR on the following basis:

- \$31,250 due upon execution of the Agreement and receipt of invoice, and
- \$31,250 each quarter thereafter until the entirety of the agreed upon compensation has been satisfied.

Invoices for compensation shall be submitted to the following address:

City of Statesboro
50 E Main Street
Statesboro, GA 30458
Attn: Charles Penny

Payment shall be sent to: Georgia Southern University Research
and Service Foundation
P.O. Box 8005
Statesboro, Georgia 30460-8005

5. DELIVERABLES

The following deliverables are required under this Agreement:

The successful appointment of the agreed upon position with expected performance activities as outlined in Appendix A within the first quarter of the contract period.

SPONSOR shall have an irrevocable, royalty-free, non-commercial, nonexclusive license to use the deliverables. All other rights in intellectual property are governed by Paragraphs 7 and of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the SPONSOR or GSURSF upon sixty (60) days written notice. Upon termination, GSURSF will be reimbursed as specified in Article 4 for all costs and commitments incurred in the performance of the research up to the date of termination.

B. Either party may terminate this Agreement immediately upon written notice if the other party breaches any of the terms and conditions of this agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

7. COPYRIGHTS

A. Ownership. GSURSF shall retain any copyrights or copyrightable material, including computer software, that may be produced or composed in the performance of the Research Program subject to the policies and regulations of University and the University System of Georgia.

B. License to Copyrightable Materials. GSURSF hereby grants to the SPONSOR an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, display, distribute to third parties, perform and otherwise practice without restriction any copyrightable materials (technical data, reports, etc.) titled in GSURSF and developed under this research program, excluding the following: computer software, its documentation, and/or information databases.

8. PATENTS

A. Ownership of Project Inventions. "Project Inventions" means all inventions, patentable discoveries, and/or software, that are first made or reduced to practice in performance of the Project.

"Sponsor Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees of Sponsor. All right and title in and to Sponsor Inventions shall be owned by Sponsor and is hereby assigned to Sponsor. Sponsor may, in its sole discretion and at its sole expense, seek legal protection for any Sponsor Inventions.

"GSURSF Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees or students at Georgia Southern University. All right and title in and to GSURSF Inventions shall be owned solely by GSURSF is hereby assigned to GSURSF. GSURSF Inventions shall also include any Project Inventions that are invented or developed in any building on any of the campuses of Georgia Southern University that is subject to active tax free bond financing.

"Joint Inventions" means all Project Inventions that are invented and/or developed jointly by one or more employees or students at Georgia Southern University and by one or more employees of Sponsor. All right and title in and to Joint Inventions shall be owned jointly by GSURSF and Sponsor. The Parties will negotiate an intellectual property management agreement to define the respective rights and obligations of the Parties with respect to legal protection, payment of expenses, licensing, and infringement of Joint Inventions.

B. Disclosure Each Party shall disclose all Project Inventions promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Inventions without prior notice to the other Party.

C. Option to Negotiate License. In the event that any Project Inventions are invented or developed in the performance of the Project, GSURSF shall grant to Sponsor an exclusive option to negotiate an exclusive license to GSURSF Intellectual Property and/or GSURSF's interest in Project Invention. Sponsor's option rights shall begin upon GSURSF's disclosure of such to Customer and shall expire at the later of (i) ninety (90) days after GSURSF's disclosure of such Project Intellectual Property to Customer; or (ii) the end of the termination of this Agreement as set forth herein.

9. PUBLICATIONS

A. GSURSF shall have the right to publish and disseminate information derived from the Research Program.

B. SPONSOR shall have thirty (30) days to review any proposed publication and remove any proprietary information or information that may threaten the potential patentability of any inventions described therein. Failure to respond within thirty (30) days of receipt shall constitute de facto agreement of SPONSOR that the proposed publication contains no proprietary information or information that may threaten the potential patentability of any invention.

10. CONFIDENTIAL INFORMATION

A. Confidential Information. It is contemplated that the either Party ("Discloser") may disclose certain confidential and/or proprietary information to the other Party ("Recipient") unknown to the general public (hereinafter referred to as "Confidential Information"). The Parties agree that the terms of this Article shall apply to any confidential and/or proprietary information that may be disclosed under this Agreement, and that such Confidential Information shall be used solely for the benefit of Discloser ("Purpose"). Recipient acknowledges that the above-described Confidential Information is confidential and/or proprietary to Discloser and is claimed to be a valuable, special, and unique asset of Discloser.

B. Identification of Confidential Information. Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Agreement if such Confidential Information:

a. has been, is now, or later becomes publicly available through no fault of Recipient;

b. has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;

c. has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;

d. was known to Recipient prior to the date it received such Confidential Information from Discloser;

e. has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or,

f. that must be disclosed pursuant to law or court order, provided the Receiver shall, whenever practicable, promptly notify Discloser.

C. Protection of Confidential Information. For a period of three (3) years from the date any such Confidential Information is disclosed, Recipient will, to the extent permitted by law:

a. Maintain the Confidential Information in confidence;

b. Not use any such Confidential Information received from Discloser except for the above-stated Purpose;

c. Disclose such Confidential Information received from Discloser only to its employees that have a need to know such Confidential Information in order to fulfill the Purpose; and

d. Not disclose any portion of the Confidential Information received from Discloser to any third party without the prior written consent of Discloser, even if such third party is under similar restriction on disclosure with Discloser.

Recipient agrees to use the same degree of care to protect the confidentiality of all Confidential Information it receives as it uses to protect its own confidential and proprietary information which it does not wish to have published or disseminated. However, in no event shall Recipient use less than a reasonable degree of care to protect the Confidential Information received from Discloser. Recipient further agrees that without Discloser's written consent, Recipient will not electronically record any conversation or meeting with Discloser personnel or photograph any Discloser facility or premises.

D. Open Records Act Disclosure. Sponsor acknowledges and understands that GSURSF is subject to Georgia's Open Records laws, and nothing contained herein shall constitute any representation or warranty that any information deemed by Sponsor to be confidential is subject to any exemption to the Open Records law as set forth in O.C.G.A. 50-18-72.

E. Notice of Legal Action. If Recipient is under a legal obligation to disclose Confidential Information received under this Agreement, Recipient will use reasonable efforts to promptly provide notice to Discloser, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Georgia, will cooperate with Discloser to protect Confidential Information.

E. Miscellaneous Requirements for Confidential Information. All Confidential Information disclosed under this Agreement shall remain the property of Discloser. At Discloser's request, all Confidential Information received by Recipient in tangible form shall be promptly returned or destroyed. Nothing in this Article shall be construed as granting a license to any patent or copyright. The disclosure of Confidential Information shall likewise not be construed as any representation, warranty, assurance, or inducement by either Party with respect to infringement of any patent or other proprietary right.

11. RELEASE OF INFORMATION

GSURSF shall have the right to acknowledge the SPONSOR, the GSURSF investigator, the nature of the research, and the dollar value of the Agreement in GSURSF's records and reports.

12. TITLE TO EQUIPMENT

GSURSF shall retain title to all equipment purchased and/or fabricated with funds provided by SPONSOR under this Agreement.

13. NOTICES

All notices to Parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either Party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

For GSURSF:

CONTRACT NEGOTIATIONS / ADMINISTRATION:

Mail: Georgia Southern University Research and Service Foundation
P.O. Box 8005
Statesboro, Georgia 30460-8005

Delivery: Georgia Southern University Research and Service Foundation
Veazey Hall, Suite 3000
Statesboro, Georgia 30460

Attn: Christopher Curtis
Executive Director
Telephone: 912-478-5465
Facsimile: 912-478-0719
Electronic Mail: research@georgiasouthern.edu

Technical: Georgia Southern University
Business Innovation Group
P.O. Box 8153-1
Statesboro, Georgia 30460-8153

Attn: Dominique Halaby
Telephone: 912-478-0872
Electronic Mail: dhalaby@georgiasouthern.edu

For SPONSOR:

CONTRACT NEGOTIATIONS / ADMINISTRATION:

Mail: City of Statesboro
50 E Main Street
Statesboro, GA 30458

Attn: Charles Penny
Telephone: 912-764-5468
Electronic Mail: charles.penny@statesboroga.gov

Technical: City of Statesboro
50 E Main Street
Statesboro, GA 30458

Attn: Charles Penny
Electronic Mail: charles.penny@statesboroga.gov

14. EXPORT CONTROLS

It is understood that GSURSF is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon

compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technologies, software, materials, and items may require a license from one or more agencies of the United States Government.

SPONSOR acknowledges that foreign nationals may be involved in the Research Services and agrees that it will not provide any information, item, software, material, or technology that is restricted by United States export control laws or that is considered controlled unclassified information (CUI) without first informing the GSURSF. If GSURSF cannot implement an adequate technology control plan, GSURSF may decline to receive such information.

SPONSOR further acknowledges that while the information and knowledge created as a result of the Research Services are fundamental research, any material, item, technology, or software created or changed from existing materials, items, technologies, or software may be subject to export controls. SPONSOR agrees that it will be responsible for complying with any export controls if it intends to ship the material, item, technology, or software out of the United States.

15. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

16. SEVERABILITY

If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

17. ASSIGNMENT

This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

18. NON-USE OF NAMES AND TRADEMARKS

SPONSOR shall not use the names or trademarks of GSURSF, University, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from GSURSF, as applicable in each case. SPONSOR may not imply endorsement by, employment at, or express opinions as those of GSURSF, University or any components the University System of Georgia.

19. HEADINGS

The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

20. COUNTERPARTS

This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single representation between the Parties.

21. INDEMNITY

At all times during and after termination of this Agreement, SPONSOR agrees to indemnify, defend and hold harmless GSURSF, the University System of Georgia, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney fees) of any kind whatsoever arising out of or in connection with SPONSOR's use of work product, confidential information, Project Inventions.

22. MISCELLANEOUS

A. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns. No failure or successive failures on the part of SPONSOR, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of SPONSOR, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by GSURSF, its successors or assigns.

B. This Agreement constitutes the entire agreement between the Parties relative to the subject matter and may only be modified or amended by a written agreement signed by both Parties.

C. This Agreement shall be governed by the laws of the State of Georgia. SPONSOR agrees that the venue for any legal action regarding this Agreement shall be the Superior Court of Bulloch County, Georgia.

D. SPONSOR shall comply with all laws, regulations and other legal requirements applicable to SPONSOR in connection with this Agreement, including but not limited to any legal requirements applicable to SPONSOR's use of the results of the Research Program, any intellectual property of GSURSF or the research results, including animals or other research products delivered to SPONSOR, and laws controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled items.

E. If either party fails to fulfill its obligations hereunder, other than an obligation for the payment of money, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period or more than (30) days.

F. GSURSF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE RESEARCH PROGRAM, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROGRAM OR ANY GSURSF INTELLECTUAL PROPERTY OR RESEARCH RESULTS OR THAT THE USE OF THE GSURSF INTELLECTUAL PROPERTY OR RESEARCH RESULTS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. GSURSF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY SPONSOR OR ANY OTHER PERSON RESULTING FROM THE RESEARCH PROGRAM OR THE USE OF ANY GSURSF INTELLECTUAL PROPERTY, ANY RESEARCH RESULTS OR ANY PRODUCTS RESULTING THEREFROM.

G. To the degree that either or both of the Parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

H. All representations, warranties, covenants and agreements made in this Agreement and which by their express terms or by implication are to be performed after the execution and/or termination hereof, or are prospective in nature, shall survive such execution and/or termination, as the case may be.

I. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, GSURSF and SPONSOR will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities, admission policies, other programs or employment.

23. ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Research Agreement;
- B. Appendix A - Statement of Work;
- C. Other provisions, documents and/or specifications which are attached to or incorporated by reference into this agreement.

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

CITY OF STATESBORO:

GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION

By:

Name: Jonathan McCollar

Title: Mayor

Date:

By:

Name: Christopher Curtis

Title: Executive Director

Date:



May 31, 2022

Charles Penny, City Manager
 City of Statesboro
 50 East Main Street
 Statesboro, GA 30458

Re: Retail Development and Small Business Recruitment/ Retention Program

Dear Mr. Penny,

From 2010 to 2019, Bulloch County experienced more than 13 percent increase in population, making it the 17th fastest growing county in the state and 247th in the nation.¹ The recent announcements of Aspen Aerogels and Hyundai Motors to establish advancement manufacturing facilities in the region will only accelerate this trend. With this growth comes the potential for the City of Statesboro to add new (and grow existing) retail establishments, spur new business opportunities, and cultivate events that could lead to the enhancement of quality of life of all residents. But, successfully doing so requires the development of a recruitment strategy, coordination of activities, marketing of community assets to the right audience, and a commitment to allocate resources to achieve the desired results.

To aid with this effort, the Business Innovation Group (BIG) at Georgia Southern University, is proposing to add a professional staff member to BIG that will be responsible for developing, directing and coordinating programs to drive new and existing retail and consumer spending businesses within the City of Statesboro.

STATEMENT OF SERVICES TO BE PERFORMED

BIG is proposing an economic development partnership with the City of Statesboro to provide expansion and relocation evaluation services to existing and emerging businesses with a focus on recruiting and encouraging new businesses. Particular attention will be placed on businesses that can influence consumer spending. This office maintains a database that provides up-to-date information on what properties are available in the area and conducts identification of market needs and voids through research and identifying potential vendors and support services for existing businesses. Services include providing readily available statistical, demographic and economic information, relocation needs such as finding a site for building, locating, or expanding an existing building as well as information on the City's policies and procedures. This division also connects with many other divisions within BIG (i.e. Small Business Development Center, Center for Business Analytics and Economic Research, SCORE, Innovation Incubator, etc.) that all complement each other in the role of assisting small business development. Through this process, BIG will assign a staff professional that will be responsible for establishing and operating the various activities related to business recruitment and retention. Based on information on commercial and retail development obtained from the Augusta Economic Development Authority and the Rocky Mount Chamber of Commerce, the activities of this professional will include, but is not limited to, the following:

¹ <https://www.wrbl.com/news/georgia-news/fastest-growing-counties-in-georgia/>

- Monitor available properties. Develop and implement a strategic plan relating to retail and commercial development with the Associate Provost to organize and manage efforts to maximize business retention and expansion.
- Determine and promote financial packages and incentives available to commercial and retail developments.
- Develop a matrix to monitor and track the success of retail and commercial establishments in our underserved areas.
- Prepare and administer a budget for the programs with guidance from the Associate Provost for Innovation at Georgia Southern. Prepare an annual action plan to address retail and commercial businesses in Statesboro and its underserved areas.
- Develop information regarding programs, services, activities, issues, policies, and procedures and prepare written and visual material for public presentations, brochures, news releases, etc.
- Travel as needed to call on business prospects and professional site selection consultants. Encourage the location of new business ventures in Statesboro.
- Maintain contact with local retail and commercial investors to keep them informed about business opportunities in Statesboro.
- Maintain confidentiality as required with all projects, investigate incentive possibilities, and establish a clear understanding of the benefits of locating in Statesboro, especially in the areas of workforce development, utilities, transportation, environment, cost of living, quality of life, and other important factors. Keep the public and private sectors informed of the progress of the program without violating any confidentiality agreement. Report monthly to the City of Statesboro and periodic presentations to the Mayor and City Council.
- Support the growth and development of minority and women-owned businesses by making referrals to appropriate business development resources and coordinating sessions with other BIG units to promote economic resilience.
- Coordinate community development activities with appropriate City/County Departments.
- Arrange educational speaking engagements with interested groups including realtors, bankers, civic clubs, etc.
- Attend and represent BIG and the retail recruitment strategy at meetings of the Downtown Statesboro Development Authority, Chamber of Commerce, and other similar activities.
- Attend appropriate retail and commercial trade shows representing Statesboro opportunities.
- Coordinate with statewide partners engaged in assisting cities with retail and commercial development (Electric Cities, Georgia Power, Georgia EMC).
- Work with local economic development allies such as other development authorities, Statesboro-Bulloch Chamber of Commerce, Ogeechee Technical College, local utilities, local government, business associations, the Georgia Department of Labor, the Georgia Department of Economic Development, and others for the benefit of new and expanded retail and commercial growth and for the people of Statesboro.
- Build positive relationships with elected officials and local community leaders.
- Provide research, data, and appropriate guidance to local, state, and federal business and government leaders regarding the impact of economic development on the local tax digest.
- Serve as a team builder and facilitator between all local, state, and federal officials as well as local and statewide utility and infrastructure vendors that impact the community.

PAYMENT AND TIMEFRAME:

The work outlined in this plan will begin when the client reviews and approves this scope of work document. The annual cost for the delivered project as described above is \$125,000. This includes a position salary of \$70,000, plus \$26,978 (38.54%) and \$28,022 in travel, supplies, data, and other related expenses. This amount shall be prorated in the first year to reflect the hiring of personnel and ramping up of the program for a 3-year project total of \$343,750.

In addition, BIG will work to leverage additional resources to assist this profession. For example, CBAER can aid with the retail recruitment process by developing content for retail brochures/flyers used during this process. The demographic data typically used in these documents can include but is not limited to the total population, average age by gender, total households, and average household income with a radius distance of one mile, five miles, and ten miles. In addition, using the same radius distance areas, the team could also add retail spending in the form of a retail gap, demand, and supply data. Both the demographic and retail spending information will come from Claritas. Once prospects take a closer look at the City of Statesboro, the team could also use JobsEQ from Chumra Economics to analyze current workforce trends in the local talent pool and identify in-demand jobs. This data also allows CBAER to compare this area to other parts of the United States and highlight economic factors that influence growth in retail markets.

BIG will also leverage resources within the university to assign student interns to assist in data collection and the marketing office to assist in the development of marketing materials, advertising, and storytelling.

This position will be on a three-year term with annual renewals based on performance.

After you have reviewed this scope of work please, keep in mind that BIG is ready to address any questions, comments, or concerns you may have about this project. Please feel free to contact me at (912) 478-2733 or by email at dhalaby@georgiasouthern.edu.

Respectfully,

Dominique Halaby, DPA
Associate Provost for Innovation and Commercialization

CITY OF STATESBORO

COUNCIL

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



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

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

To: Jason Boyles, Assistant City Manager

From: Darren Prather, Central Services Director

Date: July 12, 2022

RE: City of Statesboro Branding Services Contract

Policy: Procurement

Recommendation:

The City of Statesboro issued a request for qualifications (RFQ) for branding and marketing services. Staff recommends the contract for these services be awarded to North Star in the amount of \$79,000.00 and an additional not to exceed amount of \$5,000.00 for travel.

Background:

The City of Statesboro issued a RFQ for branding and marketing services. This opportunity was advertised on several forms of media per our procurement ordinance. The purpose of this RFQ was to select a professional experienced firm to provide City logos, seals and signage as well as marketing strategies to promote City of Statesboro in a positive, efficient and professional manner. The complete scope of the project will be determined once a firm is selected. There were nine (9) firms that submitted a response to our RFQ and four (4) were selected by an evaluation committee to offer formal presentations. These firms were evaluated on qualifications, proposed project team, related project experience and references. After the initial evaluation stage and the ranking established after the formal presentations of the four (4) firms, North Star was selected for contract recommendation for this branding and marketing services contract. North Star offered the best projected product and service for the City of Statesboro. Since this was a RFQ process, firms did not submit pricing at the time of submittal. Once the firms were ranked by the evaluation committee, the top firm was asked to submit a contract cost. This amount was negotiated per the scope of services desired. This negotiated amount is listed in the recommendation above.

Budget Impact:

Council Person and District: All

Attachment:

Re: North Star Branding Proposal Bid Revision

1 message

Forwarded message -----

From: **Will Ketchum** <will@northstarideas.com>
Date: Tue, Apr 12, 2022 at 1:03 PM
Subject: North Star Branding Proposal Bid Revision
To: Darren Prather <darren.prather@statesboroga.gov>

Darren - per our negotiation conversation yesterday, this confirms that North Star is willing to offer its currently proposed scope at \$79,000 plus travel (i.e. travel is incremental), a \$7,000 reduction from our original price proposal. Thanks for agreeing to a subsequent conversation should your committee want to talk further about a scope adjustment that could also influence our final price. Please let us know next steps as you can. Thank you.

NORTH  STAR

Will Ketchum

PRESIDENT

North Star Place Branding + Marketing
1023 Kings Ave. | Jacksonville, FL 32207
c 904.304.8742 | o 904.645.3160 x115
will@northstarideas.com
www.northstarideas.com

Darren Prather

Central Services Director

Purchasing, IT, GIS, B&G

22 W. Grady St.

Statesboro, GA 30458

darren.prather@statesboroga.gov



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A) Upon termination of this Agreement, North Star shall transfer, assign and make available to the City of (Client), or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.

B) The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matters with North Star. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

C) Stock photography and typography used for the demonstration of creative concepts is not to be reproduced or published in any way without the Client first negotiating usage rights with the appropriate stock image or typography provider.

D) To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site: <http://www.uspto.gov/main/trademarks.htm>. North Star will report any records found relating to the strapline. While North Star can make introductions to intellectual property attorneys and suggest steps to take, the pursuit of an official, legally-binding trademark is the responsibility of the Client. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.





March 24, 2022

Darren Prather
Central Services Department
City of Statesboro
22 West Gardy St.
Statesboro, GA 30458

Mr. Prather,

Thank you for the opportunity to respond to your RFQ for a Community Branding & Marketing Initiative for the City of Statesboro. We would consider it an honor to work with you and are now pleased to submit this proposal with pricing.

After learning more about your situation, we believe North Star is the ideal partner to help Statesboro achieve its branding and marketing goals of business attraction and redevelopment, energizing current residents, positioning Statesboro as a place for relocation and enhancing the community's perception. As a leader in place branding, all of our work is focused on helping communities identify their competitive strengths and leverage those strengths strategically, creatively and tactically. Our philosophy is simple: ***Your brand should connect the soul of your community to the heart of your consumers.*** The BrandPrint process we use to realize that philosophy is much more complex, as it has been refined and perfected over the past 20 years through partnerships with over 200 communities in 44 states.

Through our BrandPrint, we will be able to discover Statesboro's optimum positioning, the best use of resources to leverage your equity in a brand and the ideal creative messages to positively influence your target audiences. In addition, we will provide guidance for you to coordinate and deploy the brand across the community and among your departments. I would love to talk more with you regarding how North Star can help the City of Statesboro. Please let me know if you have any questions regarding this qualifications submission.

Only the best,



Will Ketchum | President
O: 904.645.3160 x1006 • F: 904.645.6080 • C: 904.304.8742
will@northstarideas.com

The Burdette Agency, Inc. dba North Star Place Branding + Marketing
1023 Kings Ave., Jacksonville, FL 32207



SECTION 1: QUALIFICATIONS

About North Star Place Branding + Marketing

North Star Place Branding + Marketing is national leader in municipal place branding and marketing. With offices in Jacksonville, Florida and Nashville, Tennessee North Star has 17 team members across both locations. In business since the year 2000, North Star is an operating unit of a Florida S-corporation and has been financially stable since its founding. Its shareholders are Will Ketchum (President) and Patrick Golden (Executive Creative Director). Our commitment to the services set forth in this RFP is evidenced by the fact that municipal branding is our core specialization. We have received the 3CMA (City-County Communications & Marketing Association) Brand of the Year twice in the past five years.

Experience: The Advantage of a Full-Service Place Marketing Specialist

Over the last two decades, North Star has partnered with over 200 communities coast to coast, helping them become more competitive. Bottom line...communities are our passion, and we've got the success stories to prove that passion. We're closely familiar with the Southeast region and Georgia through projects in Roswell, GA, Johns Creek, GA, Fairburn, GA, Columbus, GA, Brunswick/Golden Isles, GA and others. Plus, our headquarters location in Jacksonville, FL means we're just a short drive away from Statesboro.

Nationally, North Star has collaborated on high-level initiatives with the states of Florida and Mississippi, with well-known cities such as Providence, Rhode Island, Tempe, Arizona and Newark, New Jersey, and with smaller communities like Marshall, Minnesota and Petersburg, Alaska. All that varied expertise is important for Statesboro because you want a firm with the chops, credentials and gravitas to manage your project.

Our portfolio of work and record of problem-solving prove that we do not offer a stock solution. The advantage of our specialization is that our process—which a generalist agency cannot replicate—helps us obtain precisely the right insights to develop the unique community brand identity you need to influence your audiences, build community pride and create consistency among your departments. Rare in the place branding consulting industry, North Star is also a full-service agency that can help Statesboro market well beyond the research, strategy and brand creation stages.

Recent Clients (see cases studies in SECTION 3 for outcomes)

The following are recent clients that have firsthand experience with our community branding process:



Johnson City, Tennessee

Ms. Keisha Shoun, *Director, Communications and Marketing*

City of Johnson City

423.434.6249

kshoun@johnsoncitytn.org



Marshall, Minnesota

Ms. Sharon Hanson, *City Administrator*

City of Marshall

507.537.6761

sharon.hanson@ci.marshall.mn.us



Georgetown, Texas

Ms. Aly Van Dyke, *Communications and Public Engagement Director*

City of Georgetown

512.630.6210

Aly.VanDyke@georgetown.org



OUR PROCESS

Phase 1: Market Research + Brand Strategy

Stakeholder Education

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process and the possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your Steering Committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of educational tools designed to increase understanding of and support for the Statesboro branding initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your Steering Committee and/or stakeholders groups (determined and assembled by you) for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the City to determine who your audiences are and what you want to convey. Then we will craft the presentation to meet those goals. This presentation can also be given in a public 'town hall' forum, to engage the community in the process and to gather initial feedback from the public regarding opportunities to rebrand.

Educational PowerPoint: We provide the Statesboro project team with a copy of the community branding PowerPoint presentation. This gives you the ability to carry on the education and engagement via additional presentations, distribution to interested parties or placement on community websites.



Community Engagement Website / Brand Story Site: This site serves as an online tool to direct traffic of Statesboro residents and stakeholders interested in learning more about the project, getting involved in the research stage or becoming a Brand Ambassador after the launch of the new brand. This is a terrific tool to engage the Statesboro community. Here is an example of a live educational site for Johnson City, TN: brandjc.com.

Research

North Star has identified the following research studies to help achieve Statesboro's branding and marketing goals. This compiled body of data points us in the direction we need to go to craft your story. You will notice both qualitative and quantitative studies included in this recommended matrix. North Star strongly advocates a mixed method approach to research because it will tell you not just "How, When, What, and Where" but also "Why". Only through mixed methodology can your community obtain a true picture of where your brand is now, why, where it should be and how your preferred identity can best be accomplished.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to each of your key internal organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, etc.

Research, Planning, Communications and Media Audit: We conduct a comprehensive review of previous studies conducted by the City and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions and market research. In addition, we review and analyze marketing materials, branding, logos, social media and messaging from public and private sector partners as well as recent press related to the City of Statesboro.

Familiarization Tour: A tour of Statesboro's attractions, meeting facilities, hotels/motels, restaurants, commercial sites, local businesses, retailers, restaurants, parks, natural areas and historic sites would be conducted.



We determine the tour itinerary with the help of Statesboro project leadership.

Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work comes from these intensive one-on-one interviews and focus groups. With the assistance of the Statesboro project leadership, we want to identify and speak to key stakeholders about Statesboro (including city staff, board members, business community members, hoteliers, attraction owners, tour operators, nonprofit and civic organizations, etc.).

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide participation. The brand barometer, conducted as a part of the community survey, measures the strength of Statesboro's resident advocacy relative to the rest of the United States as a place to live, work and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media methods. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Statesboro to uncover contextual perspectives. In collaboration with the Statesboro project team, we compile a list of (20) identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism and other external influencers you identify.

Consumer Awareness + Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer



and non-consumer groups. For instance, perceptions and attitudes for those who have visited Statesboro will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues. This study measures:

- Overall awareness and perceptions of Statesboro
- Overall awareness and perceptions of competitor cities
- Measurements of Statesboro delivery of quality of life indicators
- Consumer experiences in Statesboro
- Attitudes regarding Statesboro strengths and weaknesses
- Consumer opinions regarding what needs to be added/taken away
- Changes in consumer perceptions of Statesboro after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Statesboro's position relative to the competition in the area.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research tell? What emotional attachments can the brand hold? What are Statesboro's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Statesboro's desired emotional/behavioral responses? How does Statesboro stand apart from competitors? These insight questions are compiled in a succinct storyline that leads directly to the Statesboro strategic brand platform (DNA Definition).

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell Statesboro's story.

DNA Definition (Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Statesboro activity moving



forward. It will help bring consistency across the brand. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. Included in your DNA Definition is:

Target Audience: For whom Statesboro has the most appeal

Frame of Reference: Geographic context of Statesboro

Point of Difference: What makes Statesboro special.

Benefit: Why it should matter to the consumer.

Research and Strategy Presentation & Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition. We review the qualitative and quantitative analyses of Statesboro’s current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. DNA Statement approval from staff, key stakeholders and city council is required before proceeding.

Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Statesboro. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: A collaborative, interactive meeting between the North Star team and the Statesboro creative committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers and art directors. This meeting is always a lot of fun for everyone involved.



Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during one of our site visits. This workshop (usually held at an open, indoor public space or key partner space) allows interested citizens of your city to hear about the process and provide their input. North Star will start the session with the educational PowerPoint and then encourage attendees to provide their answers to various city character question prompts.

Straplines & Rationale (5 Options): A strapline (tagline) is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, Statesboro straplines can capture people's attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Statesboro in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line.

Brand Narrative: Your DNA Definition articulates the core of what makes Statesboro special. The narrative takes that core and describes it in artistic and compelling language for connecting emotionally with your different consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Logos (5 Options) & Department Logos: We will present a minimum of five logo options for Statesboro that represent a variety of concepts. We will provide a round of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you could use it. North Star can also extend the primary logo into (3) departmental logo variations (Parks & Recreation, Public Works, Library, etc.) of your choice.

Color Palettes (2 Options): We start by developing logos in black and white to reduce color bias. But once your logo decision is made, we open up the possibilities visually by allowing you to select between two very different palettes. This is a key decision in how your visual brand identity will "feel" since color evokes emotion.



Looks (2 Options): We craft two entirely different visual looks that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

At this point in the creative development phase, North Star requires private reviews and approval from electeds. With the City's facilitation, we can guide these one-on-one meetings with them and limited key stakeholders.

Graphic Standards Guide: This guide contains all the necessary information for using your logo, color palette, typefaces, language, narrative and other key elements to ensure consistency across all mediums from any organization (print and electronic advertising, website design, media placement, public relations, event, templates, etc.). We provide digital and printed versions of this guide as well as InDesign files so you can edit the guide as necessary.

Custom Deliverables (8-10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8-10 custom deliverables that target your specific goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. Most of these art files are viewing files, however, they can be delivered as working files for specific deliverables to be specified based on your priorities. Choosing a working file counts as a deliverable. Options include, but are not limited to:

Website & Social Media Design • Stationery Package (Letterhead, Business Cards, Envelopes, etc.) Brochures • Templates (PowerPoint, Newsletter, etc.) • Wayfinding Signage • Merchandise • Vehicle Wraps • Print/Online Advertising • Event Materials • Outdoor Signage

Phase III: Action

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications roadmap to begin the work of repositioning Statesboro in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization and cooperation that will



propel your brand forward. Our goal, and yours, is to make sure that Statesboro's brand is the guiding principle for your future, not just a logo and line on your letterhead.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your resident base. To educate them on the process, the outcome and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and residents so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Brand Action Ideas: These are high-impact and custom ideas (up to 8) designed to raise the profile of the new Statesboro brand and bring it to life in every corner of your community. Many of these ideas involve setting up the organization and cooperation that will propel your brand forward, while others serve as inspiration for brand adoption in creative and unique ways, in areas such as.

- Economic Development (marketing, communications, training, outreach, resources, etc. all specifically related to economic development.)
- Private Sector (ideas and tools to engage businesses and private sector organizations.)
- Education (programs with the school district, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- Arts (public art campaigns, partnerships with art organizations, art contests, artists-in-residence programs.)
- Sports (tournaments, events, youth sports, etc.)
- Events (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days.)
- Festivals (repackage existing events/festivals or develop new ones that connect to your brand strategy.)
- Tourism (marketing, communications, training, products, packaging, merchandise, etc... all specifically related to tourism.)
- Environmental Applications (look at your community as if it were a canvas.)
- Awards (civic awards, organizational awards, etc.)



- Policy (laws or measures that support the brand strategy.)
- SEO (strategies to increase the visibility of your brand's digital elements via best practices online.)
- Health (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships.)
- Master Planning (design and development of infrastructure and support systems consistent with the brand strategy)

Many of these ideas may be accessible via a best practices knowledge sharing database that North Star is currently developing.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research, takes viewers through the foundational creative development (strapline, logo, look and color palette) and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Phase IV. Evaluation

Evaluation & Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, our almost two decades of community branding experience have shown that true success can be



seen in the spread of excitement, inspiration and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade.

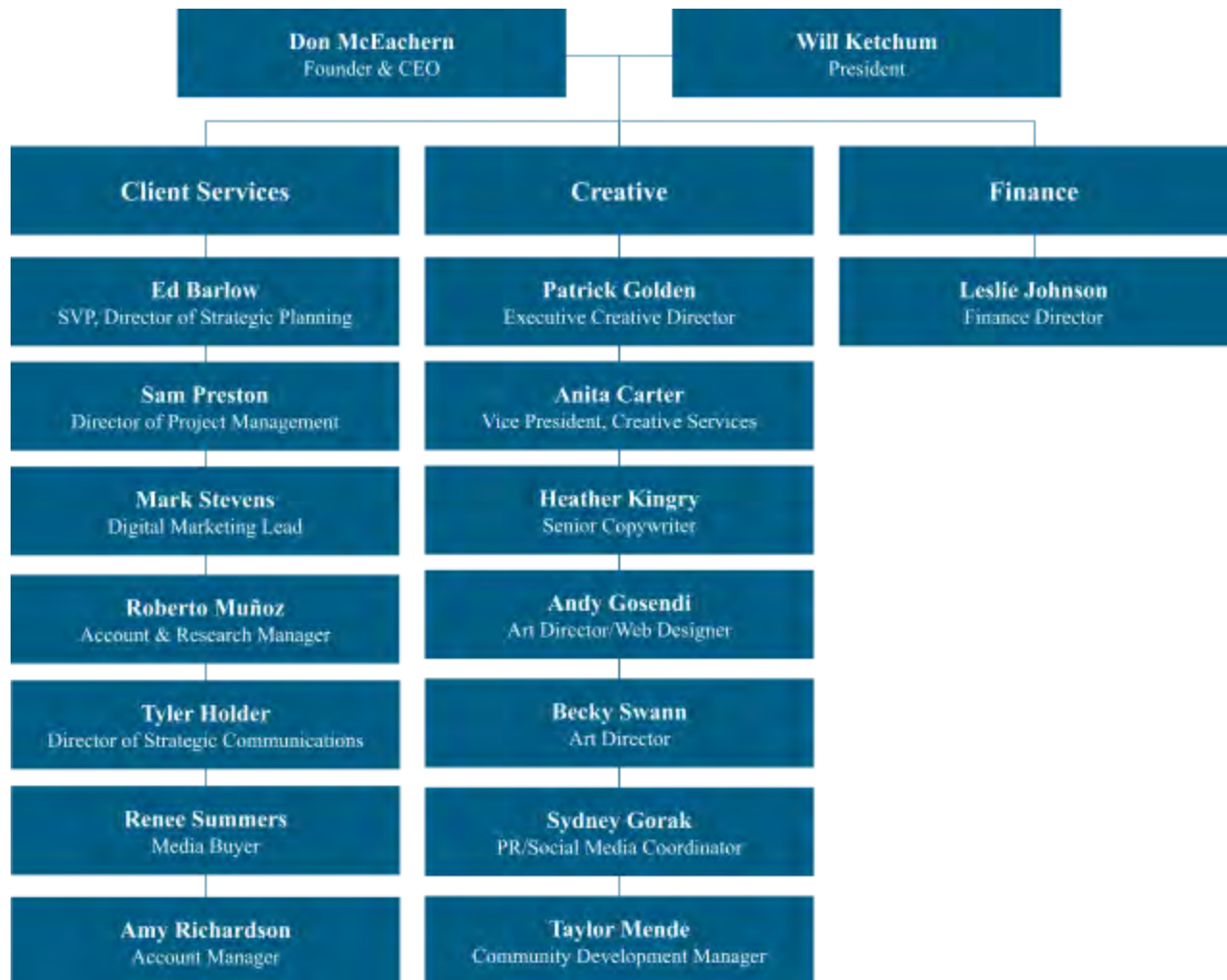
We use the following tools to measure tactical effectiveness:

Social Media: We perform social listening audits for our clients and measure not only likes, shares, and friends but also qualitative factors such as sentiment.

12-Month Follow Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important: in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to track your results and validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community.

SECTION 2: PROJECT TEAM





SECTION 3: SIMILAR PROJECTS COMPLETED & SAMPLE PROJECT SCHEDULE

Relevant Projects Demonstrating Process & Outcomes



CHALLENGE:

"I can't put my finger on it." A majority of folks in Marshall beamed with pride as they spoke about their love for their community. But North Star's query of "What makes Marshall special?" received the same chorus of responses: Crickets. So it's hard to discuss or promote a place when you can't articulate its distinction. And it's even harder to develop an identity that can start telling that special story. Marshall's existing identity told people where they were in the state but little else.

INSIGHT:

Marshall is self-reliant and selfless; probably the reason for those crickets. Their hard work should just speak for itself; that's what many told us. Interested parties and observers can see a community that is busy producing great ideas, great citizens, great advances, great leaders, and more. There's an energy in Marshall powered by people who relentlessly pursue the best for their families: their immediate family, their faith family, their sports teams, their neighborhood, and their business community. Whether it is innovating the supply chain for our nation's food supply or educating the minds that will change the world, everything about Marshall is focused on the best outcomes.

BRAND STRATEGY:

North Star recommended targeting those who prefer the clarity of an open horizon, a landscape away from urban crowds that sacrifices little in the way of amenities, so that they can focus on achieving the best outcomes



for themselves, their families, and their neighbors.

Creatively, the work needed to simultaneously invite interest and communicate the outsized global impact coming from this smaller community. After all, this university town is home to those famed Schwan's ice cream trucks as well as other international powerhouses originating here on the Great Plains. The tagline's use of "cultivating" ties to the agricultural roots and nature of Marshall, and to the unrelenting commitment to finding the best solutions for everyone and everything (infrastructure, facilities, business success, healthcare, wellness, etc.). This in turn creates a culture of individual growth and achievement (bringing out the best). In the logo, the lowercase "m" in the mark has a friendly and approachable feeling. The arcs in the mark create a sense of motion (this is a place where things are happening) and also loosely represent the horizons that are so clear and accessible in Marshall. The stylized diamond above the "m" creates upward momentum and delivers the message of the exponential qualities of Marshall.

Primary Contact:

Ms. Sharon Hanson, *City Administrator*
City of Marshall 507.537.6761



Cultivating OPPORTUNITY

Global headquarters and local businesses alike find room to grow and opportunities to thrive in Marshall. With a diverse and welcoming community committed to your success and a steady flow of talent from MSU, your business horizons are limitless here.

c.marshall.ms.us |

MARSHALL
CULTIVATING THE BEST IN US

Cultivating CHARACTER

Whether it's on the court, in the classroom, or at the neighborhood park, families thrive here. It's simply in our nature to cultivate our talents and enrich life. Enjoy all the benefits of small town culture and great vision and reach. Shape your family's horizon in Marshall.

c.marshall.ms.us |

MARSHALL
CULTIVATING THE BEST IN US





CHALLENGE:

Done playing second fiddle... Over the past decade, Nashville has taken center stage on the national radar. Many of the smaller surrounding communities have been absorbed by Nashville's famous brand becoming known as suburbs or bedroom communities. But nearby historic Gallatin has too much attitude and sense of self to be known as anyone's suburb. Community leaders wanted a brand that clearly defines what makes Gallatin such a special place while still leveraging its prime location near Nashville.

INSIGHT:

Gallatin is that rare town that's perfectly comfortable with its own place in the world. While the town has lots going for it (history, location, nature, opportunity), most of its attitude comes from the people who choose to live there. Folks from Gallatin would rather focus on enjoying their own lives than worry about keeping up with the Joneses, with Nashville, or with anyone else. Strong character and strong opinions mean they do things their own way, with an eye toward what works not what's trending. And they're refreshingly unconcerned about trying to impress people – which is what impresses so many people who go there.

BRAND STRATEGY:

Gallatin is a city where grace and beauty coexist alongside a proudly preserved, this-is who we-are grittiness that has not been scrubbed away in the name of progress and gentrification: The line "True Grit. Amazing Grace." immediately gets to what is distinctive about Gallatin. Much of this character is wrapped up in the natural beauty of Gallatin, which fittingly takes center stage in the logo

as a symbol for all the grit and grace in the community. The land is represented by lines at the top of the circle; The water, by waves below. The green and blue in the color palette reinforce this imagery, while a pop of orange for the city name represents energy, optimism and perseverance. In a competitive landscape where the majority of logos feature muted, distressed or historic colors, the goal of the Gallatin logo is to bring to life the vivid hues of the natural landscape and the character of the people.

Primary Contact:

Ms. Rosemary Bates, *Special Projects Director*

Gallatin Economic Dev. Agency 615.230.7953 rosemary.bates@gallatin-tn.gov







CHALLENGE:

Santee has spent decades surprising newcomers that ventured its way. But many in San Diego County were still completely unaware or just thought of it as the far East as in way inland, way far away, Santee found that old perceptions and expectations live long when inland communities only face inward. But talk to many newcomers to Santee over the last few decades and you will hear pride knowing that they got in on the secret here. Their message to others (with a subtle poke at their previous communities along the oceanfront) is that you don't just coast in Santee, you thrive.

INSIGHTS:

Some described it as a 20-minute city meaning you can be almost anywhere in 20 minutes (unless at the peak of San Diego rush hour). The beach, downtown, the desert, the mountains, you name it. So not that far really. What Santee has done quietly on its side of the county is create a close-knit, welcoming community where people can engage with their neighbors. The ability to connect with family, friends and neighbors without sacrificing economic or leisure opportunities makes the affordable, scenic location attractive.

BRAND STRATEGY:

North Star recommended focusing on young professionals and families with active lifestyles seeking a sense of community and belonging without giving up the best of Southern California and the freedom to chase their aspirations. The community's 40th anniversary provided a great vehicle for reaching those along the coast and throughout Southern California.

Creative tools needed to identify, invite and introduce Santee to people who thought East County meant almost Arizona, which was a lot for creative elements to do effectively and succinctly. The logo successfully communicates



forward momentum, personality, a welcoming nature, and the scenic inland experience. The “Do More. Due East.” line is memorable with consonance and rhythmic sounds. It tells audiences that there is a lot more in Santee than they may know and broadly challenges the low expectations some have of East County communities. The tone tells audiences they can do more with their families and their finances here, connecting access with affordability.

Primary Contact:

Ms. Marlene Best, *City Manager*

City of Santee 619.258.4100 ext. 295 mbest@cityofsanteeca.gov




**DON'T
JUST
COAST
THRIVE**

"I wouldn't be doing so well, so fast
if I had chosen another city."

Gene Chahin
SIS, Brewing & Distilling Co.
2019

DO MORE WITH YOUR BUSINESS. DUE EAST IN SANTEE
 Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed
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 nunc exortci fation ullamcorper suscipit lobortis nisl ut aliqu.

Santee
DO MORE • DUE EAST
cityofsanteeva.gov |  



**DON'T
JUST
COAST
THRIVE**

"This is more than the place I live,
this is where my family has grown"

Danielle Abbott
Aunt, Golden Retirement

DO MORE WITH YOUR FAMILY. DUE EAST IN SANTEE
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 aliquam erat volutpat. Ut viverra ad ornare veniam, quis risus
 nunc exortci fation ullamcorper suscipit lobortis nisl ut aliqu.

Santee
DO MORE • DUE EAST
cityofsanteeva.gov |  



Santee
DO MORE ▶ DUE EAST





Challenge: With a sesquicentennial approaching, Johnson City was eager to update a decades-old brand identity and distinguish itself among the Tri-Cities. Eyeing the next 150 years, how can this outdoor mecca and educational powerhouse leverage the region while standing out within it? Johnson City needed a strong brand that positioned itself as a talent magnet for decades to come and a vehicle to celebrate the century and a half that defined its authenticity, culture and self-sufficient nature.

Insight: Johnson City demonstrates a strong commitment to quality of life, particularly to outdoor pursuits. It has more opportunities close to downtown than neighbors like Asheville. So there's no Asheville envy here, just a desire to enjoy short commutes whether that is to your tech job in a space with exposed brick walls or a mountain bike park on the edge of downtown organized like your favorite ski resort. Like many college towns, Johnson City suffers brain drain as grads chase urban living elsewhere only to find it unaffordable. But this City is not the place to get lost in a theoretical vacuum. The critical thinking and insights gained from higher education get tested and put to work here. You'll find the innovation you'd expect from universities and the business sector, but take a look at the public sector. Johnson City solved a chronic flooding issue by creating Founders Park that mitigates the problem while creating a beloved space. Just one of many examples in this picturesque town of how critical thought can go the extra mile in creating critical mass (outdoor rec, downtown activity and community pride).

Brand Strategy: Johnson City's new brand elements serve as an invitation to this mountain setting and economic opportunity. But it is also a call to action to get outdoors, do your best, and become involved. Go All Out will obviously attract adventurers and outdoor enthusiasts. But it encourages innovative thinking and gets a distinction for perseverance and resiliency in this part of the state. You



are part of a strong community here that will Go All Out for your needs and dreams.

Primary Contact:

Ms. Keisha Shoun, *Director, Communications and Marketing*

City of Johnson City, TN, 423.434.6249, kshoun@johnsoncitytn.org









SAMPLE PROJECT SCHEDULE

Getting Started Call Week 1

Phase I

Community Engagement, Market Research & Brand Strategy

Situation Analysis	Weeks 1 – 2
Research, Planning, Communication & Media Audit	Weeks 1 – 2
Community Engagement Website	Weeks 1 – 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 – 8
Qualitative (Influencer) Perception Study	Weeks 6 – 10
Quantitative Perception Survey	Weeks 8 – 10
Competitive Positioning Review	Weeks 8 – 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 12–13
Research & Strategy Presentation	Week 14

Phase II

Creative

Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 – 23
Custom Deliverable Development	Weeks 24 – 29

Phase III

Action & Implementation

Community Communication & Rollout Guidance	Weeks 30 – 34
Brand Action Ideas	Weeks 30 – 34
Final Report & Presentation	Weeks 35 – 36

Typical Timeline

36 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 40 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



PRICE PROPOSAL

Partnering with the City of Statesboro is not a responsibility we take lightly. If it becomes necessary, we are interested in collaborating with Statesboro leaders and stakeholders to create an even more custom scope of work for perfecting this important initiative.

Research, Insights & Strategy	\$35,000
Creative	\$37,000
Action + Implementation	\$14,000
<hr/>	
Total	\$86,000 <i>(plus travel)</i>

This cost proposal has been calculated with consideration to third party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of \$185/hr. Estimated project professional hours are 443. Travel and miscellaneous expenses are billed on a pass thru basis.

Billing schedule is as follows:

- At Project Commencement / \$28,666
- At Completion of Research & Strategy / \$28,667
- At Project Completion / \$28,667



SECTION 5: APPENDIX

Project Team Resumes



Ed Barlow

Senior Vice President, Director of Strategic Planning • Project Manager

Ed loves a good riddle. Ever since being the fastest to find the toaster in the tree in his pediatric dentist's waiting room, he has been solving marketing and operational challenges with creative and strategic instincts. Most recently, Ed gained valuable experience on both the client and agency sides of the branding relationship as an ADDY-award-winning Director of Marketing and Communications for the parent corporation to a group of national facility services companies serving transportation, travel, aviation, retail, healthcare, and hospitality industries. He has also worked as Senior Copywriter and Marketing Strategist for a branding design firm in Nashville specializing in persuasive content for Music Row, corporate, and nonprofit clients. His success can be traced to intense curiosity, ability to listen intently, and all those questions that lead to solving any riddle. Ed caters to North Star clients with creativity, effective communication and customer service. His insights and instincts lead clients to a broad, inclusive approach to successful community place branding for the long-term. He has led successful community place branding initiatives for Iowa's Creative Corridor; Lima/Allen County, Ohio; Lauderdale Lakes, Florida; Brookings, South Dakota; Jamestown, New York; Helena- West Helena, Arkansas; Downtown New Orleans, Louisiana; State of Mississippi; State of Florida; Goshen, Indiana and Tehachapi, California.

Education: Florida State University | MA, Southern Methodist University

Relevant Project Experience: Manassas, VA, New Rochelle, NY, Petersburg, AK, Gallatin, TN, Fargo, ND, 78 Corridor, CA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Union County, NC

Percentage of Time Dedicated: 25%



Sam Preston

Director of Project Management • Project Manager

Having lived in the west and the southeast, Sam is well traveled. Growing up in Idaho, he developed a natural wanderlust and a love of wide open spaces, viewpoints and opportunities. His studies led him to Utah and there he caught the marketing and



branding bug at some of Salt Lake City's best branding agencies. As a Floridian, Sam now enjoys a different kind of wide open space with his growing family. With nearly a dozen years of experience advising clients, Sam is known as a highly organized, steady force at the table for every project. He is a champion of the client's interests, but with a keen eye for the brand and marketing approach that will serve them best.

Education: Utah Valley University

Relevant Project Experience: Lehi City, UT, Eagle Mountain City, UT and North Ogden, UT

Professional Experience: 12 years

Years Employed with the Agency: Under 1 year

Percentage of Time Dedicated: 25%



Patrick Golden

Executive Creative Director

With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn't been, a town off the beaten path, or the true heart of a city.

Combine these qualities with his love of strategy and design, and he is ready to distill all of this into design mark, logos, straplines and narratives that are as authentic as the places they represent.

And he's got the awards to show it - dozens of Addys and an Effie for marketing effectiveness. Patrick has even painted the art on our walls and designed our office spaces. He's a true Renaissance creative man. Being mistaken for a local is the greatest compliment you can pay Patrick. He always has a bag packed, a camera in his hand and a sketchbook in his backpack, ready to rack-up as many miles and experiences as possible.

Education: Flagler College

Relevant Experience: York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Union County, NC and Osceola County, FL

Percentage of Time Dedicated: 20%



Roberto Muñoz

Account and Research Manager

Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community’s story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that sets them apart. He also puts his dual language skills to work for our many clients that have Hispanic populations. After college, Roberto returned to the Music City to spend time with family and begin a career in advertising. If he’s not poring over commas and decimal points, he’s likely catching a minor league ballgame in Nashville’s Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: The University of Chicago

Relevant Experience: Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Butler County, OH, Union County, NC and Osceola County, FL

Percentage of Time Dedicated: 25%



Anita Carter

Vice President, Creative Services

Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place— Anita is an explorer at heart. The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing and creative expressions. When she's not busy

figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband. She's a trained massage therapist too but she only pulls that trick out of the bag in emergencies.

Education: Florida State University

Relevant Experience: Placer County, CA, York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE, Union County, NC and Osceola County, FL

Percentage of Time Dedicated: 20%



Tyler Holder

Director of Strategic Communications

While a Florida native, Tyler's career and curiosity often takes him well beyond state lines. From supporting economic development projects to managing community initiatives across the U.S. and beyond, Tyler brings a wealth of experience in public relations, content creation and social media management to our team. Whether it's developing the positioning for a place marketing campaign or navigating complex, multi-layered local issues, his integrated mindset ensures we approach each project holistically, considering all perspectives and opportunities. As an avid and steadfast Jacksonville Jaguars fan, Tyler takes time away from the office to venture into a couple away stadiums in his teal and black each year – from New York, Houston, Nashville, Seattle, and more.

Education: University of North Florida

Relevant Experience: Osceola County, FL, Quincy, IL, Fayetteville, NC and Union County, NC

Percentage of Time Dedicated: 10%



Taylor Mende

Community Development Manager

No matter the project or client need, Taylor brings much more than a warm smile to the task at hand. Growing up in a small town in Western New York gave her an appreciation for learning about what makes a community unique. With media, marketing and account service experience in agencies up and down the



East Coast, Taylor understands the importance of solid client relationships. She listens and anticipates needs, then responds with psychic-level ability... It's something she learned while working in Guest Services at the ultimate destination for millions of families — Walt Disney World. When she isn't assisting clients, Taylor enjoys capturing perfect moments behind the lens of her camera and maintaining her undefeated-at-home Jeopardy! status.

Education: State University of New York College at Cortland

Relevant Experience: Fayetteville, NC, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE and Union County, NC

Percentage of Time Dedicated: 15%



Sydney Gorak

Social Media/PR Coordinator

Fueled by a passion for journalism, Sydney brings creativity and excitement to developing content that brings North Star and our client's social media handles to life. Born in Maryland and having spent time in Pennsylvania before settling in Florida, Sydney has a passion for discovering what makes a place a community. Sydney's copywriting, social media marketing and brand building experience pair nicely with our integrated team. When not focusing on our client's social media efforts, you can find Sydney snapping photos or spending time on the beach.

Education: Flagler College

Relevant Experience: Osceola County, FL, Quincy, IL

Percentage of Time Dedicated: 10%



Becky Swann

Art Director

Bi-lingual when it comes to graphic and web design, Becky understands how to use imagery and type to generate desire for all the places she promotes. With an entrepreneurial spirit and love of playing hip hop covers on her guitar, she brings vibrant energy to every project that crosses her desk (even though it has to get through Patsy, the office cat, first). Ads, websites, logos, there isn't anything she can't make beautiful — but more importantly — effective



when it comes to design and visual communication. Having grown up in Minnesota, Becky has an affinity for working out of our sunny Jacksonville office. Especially in January.

Education: The Art Institute of Jacksonville

Relevant Experience: Placer County, CA, York County, PA, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE and Union County, NC

Percentage of Time Dedicated: 15%



Will Ketchum

President • Leadership & Strategic Oversight

Communities are everything – spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He’s advised Fortune 1000 companies, major metros and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups and sponsors. Will’s never seen a trail he didn’t want to take – whether it’s traveling to solve branding challenges in amazing client communities, or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill

Relevant Experience: Fayetteville, NC, Quincy, IL, Marinette–Menominee, WI, Johnson City, TN, Jacksonville, FL and Osceola County, FL

Percentage of Time Dedicated: 15%



Don McEachern

Founder • Leadership & Strategic Oversight

Don McEachern has been growing research based brands for more than 20 years. His experience includes working for multinational advertising agencies as well as nationally recognized creative boutiques. During his time in the ad world, Don put his stamp on



some of the world's most famous brands including Goldkist, Hawaiian Tropic, Suntory Bottled Water Group, Trump Plaza, Panasonic and Lanier Worldwide. For his efforts he received numerous awards, including the prestigious national Effie for marketing effectiveness and a Clio for excellent creativity. 20 years ago, Don struck out on his own. With a dream and a dollar, he launched North Star Destination Strategies, specializing in brand marketing and research for places. More than 200 nationwide communities later, Don has become a recognized expert in the exploding field of place branding and destination research. With a process that combines education, research, strategy, creativity and action, he has helped create unique and effective brands for the states of Mississippi and Florida; major downtown areas including New Orleans and Memphis and big-name cities like Jacksonville, Florida, Dayton, Ohio and Providence, Rhode Island.

Education: The University of Tennessee

Relevant Experience: Quincy, IL, New Orleans, LA, Memphis, TN, Jacksonville, FL, Dayton, OH, Providence, RI, Petersburg, AK, Sebastopol, CA, Warrensburg, MO and Clay County, FL

Percentage of Time Dedicated: 5%



NORTHSTARIDEAS.COM



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: 7-11-22

RE: Purchase of TNT Battery Extraction Tools

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to move forward with the purchase of one (1) complete set (Cutters, Spreaders and Ram) of TNT Battery Extraction tools in the amount of \$29,390.00 from Victory Steel LLC.

Background: The Fire Department recently purchased three (3) sets of TNT hydraulic extrication tools. This purchase standardized the Fire Department’s hydraulic extraction tools which helps ensure interoperability and efficiency regardless of the apparatus on scene. However, while these hydraulic extrication tools will be used primarily, the Fire Department is requesting the approval to purchase a set of battery operated extrication tools. While battery operated extrication tools have some limitations when compared to hydraulic tools, they do have advantages that the Department feels would justify this purchase. Examples of situations where battery operated tools would prove beneficial include, but not limited to:

1. Greater mobility and quicker deployment on incidents requiring rapid extrication.
2. Vehicles located in an area that is difficult to deploy hydraulic extrication tools.
3. Rapid deployment to gain access into secured/harden buildings involved in fire.

The cost of \$29,390.00 includes a credit of \$5,000 which is the amount received for “trading in” the Departments old extraction equipment which is no longer utilized. This equipment includes:

Description	Model Name/Number	Quantity
Holmatro Power Pack	SR20PC2	2
Holmatro Power Pack	DPQ31	2
Holmatro Power Pack	PPV15	1
Holmatro Spreaders	4252	2
Holmatro Cutters	4055 NCT	2
Holmatro Rams	4350	2
Holmatro Combi Tool	4455	1

All applicable documentation and/or processes associated with this purchase has been acquired in accordance with the City’s Purchasing Policy.

Budget Impact: This purchase will utilize budgeted funds from the 2013 SPLOST.

Council Person and District: All

Attachments: None

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director – Public Works and Engineering

Date: July 12, 2022

RE: Proposed Change Order #3 - Blue Mile Streetscape Improvements Project

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of Change Order No. 3 listed below to the contract with McLendon Enterprises, Inc. in the not to exceed amount of **\$7,153.58** and authorize the Mayor to execute contract document amendment to proceed with construction of services listed in the change order for the Blue Mile Streetscape project:

Background:

The change order addresses a drainage issue identified in part due to a property owner not agreeing to a construction easement and allowing the city's contractor to address these conditions. The stormwater upgrades are to eliminate stormwater ponding along the right-of-way..

Budget Impact:

The cost of the proposed work is within the budget for this project. The project is funded from 2018 TSPLOST.

Council Person and District:

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

Attachment: Change Order Proposal from McLendon Enterprises

CONTRACT CHANGE ORDER

PROJECT	Blue Mile Infrastructure	CHANGE ORDER NO.:	3
PROJECT NO.	3396	CHANGE ORDER DATE:	7/12/2022
CONTRACTOR	McLendon Enterprises, Inc.	OWNER / GENERAL CONTRACTOR:	Statesboro


The following changes shall be made to the Contract Documents:

ITEM NO.	DESCRIPTION	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
CO3-56	12" Storm Drain, SDR 26 PVC (20 LF @ \$65 / FT)		\$1,300.00
CO3-60	Add Reconstruct Catch Basin (1 EA @ \$1879.08 / EA)		\$1,879.08
CO3-66	Add Foundation Backfill Material, Ty 2 (5 CY @ \$74.90 / CY)		\$374.50
CO3-68	Add Drop Inlet, 1019A, Type E (1 EA @ \$3600 / EA)		\$3,600.00
NET CHANGE IN CONTRACT PRICE			\$7,153.58

NOTES: Used existing contract line items where applicable.

Items above need to improve drainage on driveway at STA 3+60, LT.

CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	<u>\$4,103,230.67</u>
COST FOR THIS CHANGE ORDER	<u>\$7,153.58</u>
NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$4,110,384.25</u>
COMPLETION DATE PRIOR TO THIS CHANGE ORDER:	<u>1/6/2023</u>
NEW CONTRACT WILL BE INCREASED BY THE FOLLOWING DAYS:	<u>2 Working Days</u>
NEW DATE FOR COMPLETION OF ALL WORK WILL BE:	<u>1/10/2023</u>

CONTRACTOR REPRESENTATIVE:			
<u>Adam N Lee</u>		<u>PM</u>	<u>7/12/2022</u>
NAME	SIGNATURE	TITLE	DATE

OWNER REPRESENTATIVE:			
NAME	SIGNATURE	TITLE	DATE