



**August 2, 2022 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Recognitions/Public Presentations:
  - A) Presentation of a Key to the City to Representative Jan Tankersley
  - 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) 07-19-2022 Work Session Minutes
    - b) 07-19-2022 Council Minutes
6. Second reading 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.
7. Public Hearing and Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) to be issued to:
  - A. Five Point 786 Investment Inc. DBA Go Market  
2855 Northside Dr W  
Statesboro, Ga 30458  
License Type: Package Sales – Beer and Wine Only
8. Motion to award a five (5) year contract to Digital Office Equipment to provide copiers/printers and maintenance services at a cost of \$4303.82 per month based on our current equipment and usage volume.
9. Consideration of a motion to award a contract to Travelers to provide general liability insurance coverage in the amount of \$1,056,925.20. If approved, this policy will terminate on December 31, 2023.

10. Consideration of a motion to award a contract to Bitco to provide workers compensation insurance coverage in the amount of \$566,696.00. If approved, this policy will terminate on December 31, 2023.
11. Consideration of a motion to award a contract to Quality Tire Recycling, L.L.C. for recycling of disposed tires.
12. Consideration of a motion to award a contract to Solid Waste Applied Technology (SWAT) in the amount of \$290,000.00 for the purchase of a New Way Front Loader Refuse Collection body with a 2022 Peterbilt 520 Diesel Cab and Chassis for the Solid Waste Collection Division in the Public Works & Engineering Department per Sourcewell (formally NJPA) contract. This item will be purchased with Solid Waste Collection revenue funds.
13. Consideration of a motion to award a contract to Solid Waste Applied Technology (SWAT) in the amount of \$387,538.35.00 for the purchase of a New Way Front Loader Refuse Collection body with a 2023 Peterbilt 520 CNG Cab and Chassis for the Solid Waste Collection Division in the Public Works & Engineering Department per Sourcewell (formally NJPA) contract. This item will be purchased using funds from insurance reimbursement with Solid Waste Collection revenue funds covering the remainder of the cost.
14. Other Business from City Council
15. City Managers Comments
16. Public Comments (General)
17. 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)
18. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
JULY 19, 2022

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Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

4:00 PM

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A Work Session of the Statesboro City Council was held on July 19, 2022 at 4:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar, Council Members: Venus Mack and Shari Barr - via zoom. Also present was City Clerk Leah Harden, City Manager Charles Penny, Assistant City Manager Jason Boyles City Attorney Cain Smith – Via Zoom and IT Specialist Alan Schleder. Absent was Councilmember Phil Boyum, Councilmember Paulette Chavers, Councilmember John Riggs and Public Information Officer Layne Phillips.

### **1. Unified Development Code – Townhouse Amendments**

Caleb Racicot with TSW presented the proposed Townhouse Amendments to the City of Statesboro Unified Development Code. This process is about pulling together and preparing standards for townhome development in the City of Statesboro. The amendments include policy and technical updates. The policy updates are defining what a townhouse dwelling is, new standards for townhouses and how it coincides with citywide standards, parking standards, and the creation of an R-2 District for townhome development. The definition of a townhouse is a building with 3 or more units with a common side wall between each unit and where no unit is stacked. Now, we will go into a series of citywide standards density standards treats townhomes similar to how the city regulates other multifamily uses. Townhomes will be held to twelve units per acre and the minimum lot size for townhome development is 8,000 square feet. If a townhome design includes a garage in the front a setback of 20 feet would be required. Other setback include 20 feet for a rear yard and an 8 foot side yard setback between the buildings. Townhomes are required to have public water and sewer and it would be separate utilities per unit. Parking standards require two spaces per unit plus one additional space for every ten units for guest parking. A new standard called amenities space which is open space for the occupants. Examples of amenities space are playgrounds, pool areas, tennis or basketball courts, community lawns, community gardens, and wooded areas. A minimum of 5% of the lot area must be dedicated to this amenity space. In order to make sure this space is maintained there a mandatory HOA (Home Owners Association) or equivalent is required and responsible for owing and maintaining amenity space. Due to density the design standards requires the development to have sidewalks connecting to public walkways and open space. Architectural standards limits townhomes to six per unit and no more than three adjacent townhomes may have the same front façade design. In keeping with the community environment there is a requirement for a front porch or stoop on each townhome unit. The creation of an R-2 district is very similar to the R-3 district but applies specifically to townhome development and includes the permitted uses, density, and height. Technical updates and corrections include, referencing the new townhome standards in the PUD, renumber existing sections to make room for new standards, and updating “board of appeals” references throughout the code to City Council.

Mayor Pro Tem Shari Barr asked if the 5% amenities standard?

Mr. Racicot stated 5% is a fairly typical number and where we get it from is by making the open space attainable and of very high quality. As a point of reference is the amount of 5% is typical amount of open space on a block in Savannah.

Director of Planning and Development Kathy Field stated, yesterday evening there was a public meeting regarding this proposed ordinance. Out of that meeting came three amendments to the proposed ordinance one amendment is an update to the Homeowners Association section to state “the association will be responsible for all repair, maintenance, operation, and management of private infrastructure, which includes roads stormwater, shared wastewater, and open space.” Amendment two updates the landscaping requirement for trees stating, “Street trees shall be planted in the right-of-way, between the curb and the property line.” Lastly amendment three is in Section 2509-A clarifying that no more than 6 townhouse dwelling units may be in a contiguous attached row. These amendments are to be attached to the proposed townhouse ordinance that is on the agenda for consideration at the regular meeting.

The meeting was adjourned at 4:37 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
JULY 19, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

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

ATTENDANCE

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

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

**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.**

Mayor Jonathan McCollar recognized Battalion Chief Neal Lee for his 36 years of service to the City of Statesboro and presented him with award on his retirement from the Statesboro Fire Department.

**B) Presentation of a Certificate of Recognition to Councilmember Paulette Chavers received from the Carl Vinson Institute of Government and the Georgia Municipal Association.**

Due to the absence of Councilmember Paulette Chavers, this certificate will be presented at the next Council meeting.

**4. Public Comments (Agenda Item): None**

**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 a grant of license for the package sale of distilled spirits, beer, and wine to FTJ Enterprises, Inc. DBA S'Boro Liquors locate at 860 Buckhead Drive.**

A motion was made to approve the consent agenda.

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

**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.**

City Manager Charles Penny stated since the last meeting when this was tabled staff met with area contractors and builders to address their concerns. Right now it is hard to find individuals with the required qualifications to fill the two vacancies. Staff recommends approval of this contract so we can provide building inspection services to our community. Whether we have a contractor or an employee that works for the City of Statesboro, our requirements of them are they will provide professional service and good customer service.

Councilmember John Riggs stated that he does not see how this is good for the citizens and asked how many building inspectors the city has. He also stated he feels it is important that the inspection work comes from the city and not through contracted services.

Mr. Penny stated we have two, one building official and one building inspector, one left for other employment and the other just got promoted. This contract does give us a 90 day out which means if for any reason we or they want to terminate the contract a 90 day notice needs to be given to the other party.

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

<b>RESULT:</b>	Approved 3 – 1
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	Councilmember Phil Boyum
<b>AYES:</b>	Boyum, Mack, Barr
<b>NAYS:</b>	Councilmember John Riggs
<b>ABSENT:</b>	Councilmember Paulette Chavers

**7. Consideration of a motion to approve to APPLICATION RZ 22-06-01: Edward W Curl Jr., requests a Zoning Map Amendment for 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.**

A motion was made to open the public hearing.

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

Leslie Belcher spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve APPLICATION RZ 22-06-01: a Zoning Map Amendment for 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.

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

**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.**

A motion was made to open the public hearing.

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

Haydon Rollins with HGB spoke in favor of the request and asks that Council consider removing staff condition #4 that requires a second means of ingress/egress.

No one spoke against the request.

A motion was made to close the public hearing.

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

Councilmember John Riggs inquired about what condition the applicant wanted removed.

It was condition #4 and Director of Planning and Development Kathy Field came forward to give some insight on condition. She stated that on the bottom right of the site plan there is a driveway that signifies the second means if egress. It is proposed to be a 20 foot wide driveway with a lock box on it. Staff feels because of the density of this development of 144 units that is really needs to have second means of egress regardless of the fire code. Since this is a PUD we are allowed to put conditions on this and a second driveway would be important for the residents who are leaving at the same time in the morning. To have only one means if egress would be difficult for them.

Councilmember Phil Boyum asked what size are the lots.

Kathy Field stated they are 4,000.

Councilmember Boyum stated concerns about the use of a PUD in the city. A PUD is supposed to be a creative method of taking property that has some unusual characteristics and put a combination of development. In this case it looks like



the cramming of houses on as many tiny lots as possible with no creativity, no mixed use development, and a terrible means of egress. A PUD is not to be used to get around design standards.

City manager Charles Penny stated he does not disagree with Councilmember Boyum as far as the use of PUDs. However, they have been used quite a bit over the years to make things fit in the city.

A motion was made to approve APPLICATION RZ 22-06-02 with all staff recommendations.

<b>RESULT:</b>	Motion Failed due to the lack of a second
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	
<b>AYES:</b>	
<b>ABSENT</b>	Councilmember Paulette Chavers

No action was taken on this item.

**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.**

A motion was made to open the public hearing.

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

Kevin Palmer with DPR Architecture spoke in favor of the request.  
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made 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.

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

**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.**

A motion was made to open the public hearing.

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

Director of Planning and Development Kathy Field explained the updates to the Statesboro Code of Ordinances regulating the townhome development within the city. In addition staff is recommending the waiver of the ordinance adoption formalities and approve it tonight.

No one spoke for or against the request.

A motion was made to close the public hearing.

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

Councilmember Phil Boyum stated he would like this ordinance to have a second reading at the next Council Meeting.

A motion was made to approve the first reading of **Ordinance 2022-03**: An Ordinance amending Appendix A of the Statesboro Code of Ordinances to include definitions and standards relating to townhome development.

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

**11. Public hearing and 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 Street**

**Statesboro, Ga 30458**

**License Type: Restaurant**

**B. Wings over Statesboro, Inc. DBA Wild Wing Café**

**52 Aspen Heights Dr**

**Statesboro, Ga 30458**

**License Type: Restaurant**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Mack, Riggs, Barr

**ABSENT** Councilmember Paulette Chavers

A motion was made to approve an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a) issued to:

- A. Bubba D's DBA Butts N Brews  
454 S Main Street  
Statesboro, Ga 30458  
License Type: Restaurant
- B. Wings over Statesboro, Inc. DBA Wild Wing Café  
52 Aspen Heights Dr  
Statesboro, Ga 30458  
License Type: Restaurant

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

**12. Public hearing and 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**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a) issued to:

- 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

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember
<b>SECONDER:</b>	Councilmember
<b>AYES:</b>	Boyum, Mack, Riggs, Barr
<b>ABSENT</b>	Councilmember Paulette Chavers

**13. Consideration of a motion to approve the Retail Development and Small Business Recruitment/Retention Proposal from Georgia Southern University.**

A motion was made to approve the Retail Development and Small Business Recruitment/Retention Proposal from Georgia Southern University.

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

**14. Consideration of a motion to award a contract for branding and marketing services for the City of Statesboro to North Star in an amount not the exceed \$79,000.00 plus expenses, which are not to exceed \$5,000.00.**

A motion was made to award a contract for branding and marketing services for the City of Statesboro to North Star in an amount not the exceed \$79,000.00 plus expenses, which are not to exceed \$5,000.00.

<b>RESULT:</b>	Failed due to the lack of a second
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	
<b>AYES:</b>	
<b>ABSENT</b>	Councilmember Paulette Chavers

Mayor Pro Tem Shari Barr stated she is impressed with North Star, however has concerns about spending money when we don't have to and would like to wait until after the millage rate is adopted to make a decision on this item.

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

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

**15. Consideration of a motion to approve the purchase of one (1) complete set (Cutter, Spreaders and Ram) of TNT Battery Extraction tool in the amount of \$29,390.00 from Victory Steel, LLC.**

A motion was made to approve the purchase of one (1) complete set (Cutter, Spreaders and Ram) of TNT Battery Extraction tool in the amount of \$29,390.00 from Victory Steel, LLC.

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

**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.**

A motion was made to approve Change Order 3 with McLendon Enterprises, Inc. in the amount of \$7,153.58 for the Blue Mile Streetscape Improvements Project.

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

**17. Other Business from City Council:**

Mayor Pro Tem Shari Barr shared that we are in moderate spread of COVID and masks are highly encouraged but not required. Also there will be a vaccination clinic at the Statesboro Library on Saturday August 6, 2022 from 9 am to 1 pm.

She also announced the Tree Walk along the Willie McTell trail is now available.

**18. City Managers Comments**

City Manager Charles Penny stated there will be a Port tour on July 29<sup>th</sup> at 2 pm and to let him know if they plan to attend. The City will be providing transportation from City Hall to Savannah and back leaving at 12:30 pm.

City Clerk Leah Harden informed Mayor and Council about a vacancy on the Statesboro Planning Commission due to a resignation and that nominations will need to be presented at the next Council meeting so an appointment can be made.

**19. Public Comments (General):**

Annie Bellinger stated she has been having issues with city trucks blocking her street to where she is unable to be picked up for her appointments in Savannah. In addition that her phone calls to city staff, mayor and council do not get returned.

**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).**

No executive session was held.

**21. Consideration of a Motion to Adjourn**

A motion was made to adjourn.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Mack, Riggs, Barr

**ABSENT**

Councilmember Paulette Chavers

The meeting was adjourned at 7:02 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

From: Kathy Field, Director of Planning & Development

Date: July 27, 2022

RE: August 2, 2022 City Council Agenda Items

Policy Issue: *Secon Reading and Consideration of a motion to approve 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 approval of Ordinance at Second 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

# Exhibit A

July 18, 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
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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 the 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 40 feet deep and any areas not included as part of a townhouse dwelling lot shall be owned by a mandatory homeowner association (or non-owner occupied equivalent).
- 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.

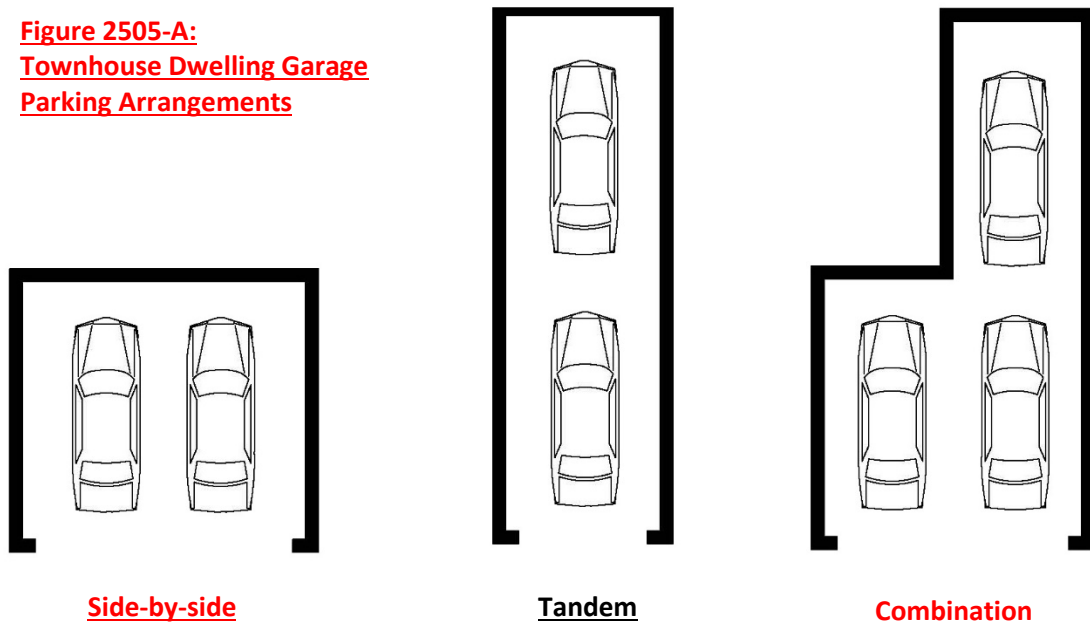
**SECTION 2504-A. UTILITIES.**

- 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. Any association shall annually assess each property owner an amount sufficient to maintain and replace infrastructure, as necessary. The association or equivalent shall be responsible for all repair, maintenance, operation, and management of private infrastructure, including roads, stormwater infrastructure, shared wastewater infrastructure, and required open space, as applicable. 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 curb and the property line. 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, except within the Downtown District, a landscape strip shall be provided. The landscape strip shall be at least 10 feet in depth and may contain fencing, signs, walkways, and pedestrian amenities, but not parking.

#### **SECTION 2509-A. BUILDING STANDARDS.**

- A. No more than 6 townhouse dwelling units may be in a contiguous attached row.
- 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 that is visible from right-of-way external to the site must include the following elements on all facades visible from said right-of-way are subject to the following:
  - 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. Primary exterior wall finish materials area 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.
-

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.

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## **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
<b>Single-Family Residential</b>	
Single-family residence/Manufactured home	2 per dwelling unit
<b>Multifamily Residential</b>	
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
<b>Lodging Facilities/Health Care Lodging Facilities</b>	
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
<b>Commercial Retail, Services, and Entertainment:</b>	
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.)

# 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:** 7/26/2022

**RE:** Five Point 786 Investment Inc DBA Go Market

**Policy Issue:** Alcohol License Approval

**Recommendation:**

Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) to be issued to Five Point 786 Investment Inc. DBA Go Market located at 2855 Northside Dr. W.

**Background:**

Go Market convenience store located at 2855 Northside Drive West has undergone a change in ownership. This change requires the new owner to apply for a new alcohol license and get approval 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.*

**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: 06/01/22

1. Business Trade Name: GO MARKET  
D/B/A Name

2. Applicant's Name: FIVE POINT 786 INVESTMENT INC.  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 2855 NORTH SIDE DR. W  
STATESBORO, GA, 30458

4. Business mailing address: 2855 NORTH SIDE DR. W.  
STATESBORO, GA, 30458

5. Local business phone number: 912 623 2197

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: RAHMATULLAH HASSAN  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912 509 6667

8. Email address for manager: fivepoint786@gmail.com

9. Address of manager: 495 Channing Dr. Richmond hill, GA

10. Purpose of application is:

New Business \_\_\_\_\_ New Owner

Previous owner's name: PARTH PATEL

If the business name has changed, list previous name: TOP STOP 3, LLC

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: FIVE POINT 786 INVESTMENT LLC

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? No

If not, what documents establish the ownership rights of the members/partners? Sub-lease



15. Members of LLC and/or partners:

Full Legal Name: RAHMATULLAH HASSAN Phone #: 912 509 6667

Home Address: 495 Channing Dr. Richmond Hill  
GA, 31324

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: \_\_\_\_\_

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:

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

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

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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:

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

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

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

---

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? NO

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

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

NO

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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, \_\_\_\_\_, 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.

RAHMATTULLAH, HASSAN

Print full name as signed below

Rahmattullah, Hassan

Signature of applicant

owner

Title

5-23-22

Date

Sworn and subscribed before me this

23<sup>rd</sup>

day of

May, 2022

Notary Public

[Signature]

My commission expires

March 15<sup>th</sup>, 2025



**Calculation of Basic License Fee**

For Calendar Year: \_\_\_\_\_

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

Total Due: \$ 2050.00

**Go Market**  
**2855 Northside Dr W**  
**Statesboro, Ga 30458**

*Please enter your recommendations and comments with your full name.*

**Alcohol License Review**

**Department                  Full Name          Recommendation                          Comments**

<b>Planning &amp; Development</b>	Elizabeth Burns	Approve	
<b>Fire Department</b>	Justin Taylor	Approve	
<b>Police Department</b>	Jared Akins	Approve	
<b>Legal</b>	Cain Smith	Approve	Per Leah's phone conversation with Cain at 9:45 am on 7/26/2022



# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Jason Boyles, Assistant City Manager

**From:** Darren Prather, Central Services Director

**Date:** July 26, 2022

**RE:** City of Statesboro Copier Contract

**Policy:** Procurement

### **Recommendation:**

Staff recommends a five (5) year contract for copy machines and printers be awarded to Digital Office Equipment (DOE) of Statesboro, GA. If approved, this contract will be for copier/printer leases and service to these units. The monthly cost per this proposed contract will be \$4,303.82 per month totaling a yearly cost of \$51,645.84. Our current monthly cost is \$6,170.65. Digital Office Equipment is offering this contract per the OMNIA Public Sector Contract. DOE currently is a qualified vendor approved per the OMNIA Public Sector Contract.

### **Background:**

Digital Office Equipment (DOE) is our current copier equipment/service provider. They are a minority female business enterprise (MFBE) company located in Bulloch County. DOE has provided numerous years of quality service to the City in the past and has proven to provide innovative solutions to meet our needs. The monthly amount listed above of \$4,303.82 per month is based on our current number of copiers/printers and usage. The usage amounts may fluctuate on a month to month basis, but the service portion of this contract is based on unit pricing and will adjust accordingly. Also, any added machines during this contract period will be based on set contract prices as well. Since the monthly cost projection of \$4,303.82 is based on historical usage data, it is expected to be highly accurate. If approved, any additions of machines or services would be added based on a unit cost contained in this cooperative contract with DOE utilizing the OMNIA Public Sector Contract. The OMNIA Public Sector Contract is similar to other cooperative contracts we have utilized in the past such as Sourcewell and the Houston Galveston Area Council (HGAC). These contracts provide us with the opportunity to obtain volume discounts on products and services.

**Budget Impact:** All Departments

**Council Person and District:** All

**Attachment:**

# CITY OF STATESBORO

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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 26, 2022

**RE:** General Liability and Workers Comp. Insurance Renewal

**Policy:** Procurement

### **Recommendation:**

Staff recommends the approval of Travelers to provide general liability insurance in the amount of \$1,056,925.20 and Bitco to provide workers compensation insurance in the amount of \$566,686.00. These amounts were negotiated by our broker Glenn Davis and Associates per our contractual agreement. The total amount of these two coverages produce a total of \$1,623,611.20. These terms will run from August 14, 2022 and will end on December 31, 2023. This total represents a sixteen and a half (16.5) month period to allow these policies to terminate at the same time as our health insurance coverage allowing the City to market these policies at the same time.

### **Background:**

The City of Statesboro utilizes a broker to shop our insurance coverages on a yearly basis. Glenn Davis and Associates performs this process for general liability and workers compensation insurance coverages. Glenn Davis shops the markets and negotiates the best insurance coverage for the City. This recommendation is then submitted ultimately to the City Council for approval. The total amounts listed above represent current facilities, vehicles/equipment, services and staff needing coverage. These insurance totals may adjust slightly over the year due to adding such elements as vehicles, facilities and staff. Any additional increases will be based on unit pricing contained in this policy if adopted. The general liability premium had an increase of 9% over the previous year's amount due to such issues as market conditions and claims. The workers compensation premium remained virtually flat. If approved, this policy will terminate on December 31, 2023 at the same time as our health insurance policy. At this time, all policies will be bid out and marketed to attempt to offer the market a more attractive package.

**Budget Impact:** All Departments

**Council Person and District:** All

**Attachment:**

# CITY OF STATESBORO



## COUNCIL

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

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

**From:** John Washington, Director - Public Works & Engineering

**Date:** July 25, 2022

**RE:** Waste Transportation Contract FY23-Existing Agreement Renewal

**Policy Issue:** Purchasing

### Recommendation:

Consideration of a motion to authorize the mayor to execute a contract with Quality Tire Recycling, L.L.C. for a used tire disposal contract. Terms of the contract will be in accordance with the disposal agreement provided and other conditions pertain with such service contract.

### Background:

The disposal agreement with Quality Tire Recycling, L.L.C. and the City of Statesboro provides solid waste disposal of used tires collected. The current agreement for the disposal was renewed on October 19, 2021. That agreement, under section 3 of the existing contract, has an annual adjustment equal to the Consumer Price Index plus a 4% increase of fees. In consideration of the recent landfill disposal of solid waste, the vendor has requested an existing agreement renewal with price change. This adjustment will increase the fees for these services from \$125.00/ton to \$140.00/ton.

The tire disposal fees are budgeted annually with consideration to the following criteria:  
\$140/ton with an estimated 300 tons per year = \$42,000

The Solid waste Disposal Division has budgeted \$50,000/year for expenses related to this effort. The facility serves as a good alternative for the City, since the primary service of the provider is tire disposal and the facility is permitted with Georgia EPD. The City currently has a contract for landfill waste hauling services from Atlantic waste. Atlantic waste has agreed to transport to this facility.

### Budget Impact:

Transportation expenses will be paid by enterprise revenue in the Solid Waste Disposal Fund and Water and sewer Fund.

### Council Person and District:

N/A (citywide)

**Attachment:** Disposal Agreement

Quality Tire Recycling, LLC  
465 Mallett Street  
P. O. Box 941  
Jackson, GA 30233

May 31, 2022

**City of Statesboro**

ATTN: Jonathan McCollar, Mayor  
P. O. Box 348  
STATESBORO, GA 30459

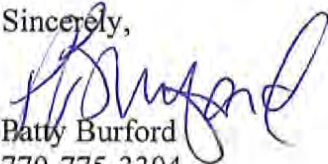
Re: Scrap Tire Recycling Service Agreement

Dear Customer,

Enclosed is a Service Agreement for your company to recycle tires with us. Please complete any missing information and make necessary corrections. If you have any questions, give me a call. If not, please sign/initial all 3 pages and return to me. If you choose not to sign, we will continue to do business with you, however your account will be subject to the current prices at the time you call for our services. You may mail the agreement to the above address or email it to: [pburford@libertytire.com](mailto:pburford@libertytire.com)

We appreciate your business and look forward to working with you in the future.

Sincerely,

  
Patty Burford  
770-775-3304



**Contractor:** Quality Tire Recycling, LLC  
 465 Mallet Street  
 P.O. Box 941  
 Jackson, GA 30233  
 Phone: 770.775.3304

**GATE / DISPOSAL AGREEMENT**

**Customer Status:**  New Customer  Existing-New Agreement  Existing-Agreement Renewal  Price Change  Service Change

**Contract Customer / Invoice to:** City of Statesboro **Customer Account number:** 23248

Customer Name: \_\_\_\_\_ FEIN No.: \_\_\_\_\_  
 Address: P. O. Box 348  
 City and State: Statesboro, GA Zip Code: 30459  
 County: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Phone Number: 912-764-5279 E-Mail Address: \_\_\_\_\_  
 Check One: Proprietor  Partnership  Corp  State of Incorporation: \_\_\_\_\_  
 Name of Principal: Jonathan McCollar Title: Mayor

**Service:** Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in \_\_\_\_\_ ("Contractor's Facility").

**Effective Date of Service:** 9/1/2022 **Term:** 12 months **Estimated Volume:** \_\_\_\_\_  
 Select one:  
 tons per month  
 tons per year

**Delivery and Acceptance Obligations:** During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

**Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):**

	<u>Piece rate</u>	<u>Bulk rate</u>
Passenger and Light Truck Tires:	\$ _____ per tire	\$ <u>one price</u> per ton
Large Truck Tires:	\$ _____ per tire	\$ <u>one price</u> per ton
Mixed Loads:		\$ <u>140.00</u> per ton
Rim Removal Fee	\$ <u>extra</u> per tire	
Other: _____	\$ _____ per tire	
Off-the-Road Tires:	\$ _____ per tire	\$ <u>extra</u> per ton
Contaminated Tires	\$ _____ per tire	\$ <u>extra</u> per ton

Environmental Fees: \$ 5.00

**Billing Terms:**

COD  Credit

**Special Conditions:**

1. We do not accept solid tires, tracks or tubes with valve stems.
2. Farm tires over 5'x2' and otr's are billed at a higher price.
3. \_\_\_\_\_

(Customer to initial below)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Authorized Representative)

Print Customer Name and Title: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Authorized Representative)

Print Contractor Name and Title: Doug Bernhardt - GM



**GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT**

**Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.**

1. **Term.** The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial twelve (12) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, the average of its past monthly charges multiplied by the number of months remaining in the Term.

2. **Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

3. **Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

4. **Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

5. **Used Tires. Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation.** Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be derimmed and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

6. **Title.** Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities theretofore shall be borne by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

7. **Laws, Rules and Regulations.** Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

Customer initials \_\_\_\_\_  
Date \_\_\_\_\_

8. **Insurance.** At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the

requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contractor's Facility is located. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

**9. Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the transportation or handling of the Used Tires by Customer or Customer's Representatives, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's tires delivered hereunder, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) violation of any Facility Rules or any laws or regulations by Customer or Customer's Representatives, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This indemnification specifically includes any damage to the vehicles of Customer or Customer's Representatives, and any injury to Customer or Customer's Representatives that may result from their transporting, handling or loading/unloading of Used tires and causes of action for death, personal injury, and/or property damage to property or the environment.

**10. Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

**11. Default and Remedies.** In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity.

**12. Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

**13. Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

**14. Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

**15. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

**16. Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

**17. General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

Customer Initials \_\_\_\_\_  
Date \_\_\_\_\_

# CITY OF STATESBORO



## COUNCIL

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

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

**From:** John Washington, Director - Public Works & Engineering

**Date:** July 26, 2022

**RE:** Contract Award – Front Load, Diesel Refuse Truck

**Policy Issue:** Purchasing

### **Recommendation:**

Consideration of a motion to award contract to Solid Waste Applied Technology (SWAT) for the purchase of a New Way Front Loader Refuse Collection body with a 2022 Peterbilt 520 Diesel Cab and Chassis per Sourcwell (formally NJPA) contract to SWAT in the amount of \$290,000.00. This item will be purchased with Solid Waste Collection revenue funds.

### **Background:**

During a recent fire, the Solid Waste Collection Division lost a Front Load, CNG Refuse Collection Truck. This CNG refuse truck will be the second truck damaged this month due to unprecedented series of accidents. Sanitation Division is requesting a Front Load (Diesel) Refuse Collection Truck to help avoid any interruption in sanitation collections services. SWAT has this truck in stock and there will be no wait time for delivery. This truck will supplement the depleted collection truck fleet to offset the current wait time for new CNG refuse collection trucks of 1-2 years, due to current economic conditions across the United States. Funding for this purchase will come from the reserve fund in solid waste collection fund, which has reserve funds to cover this expense.

The Sourcwell Contract # 091219-NWY, meets all requirements, specifications and warranty needed. This machine will be moved to a backup role once the sanitation collection fleet is restored and will replace the oldest model refuse truck in the fleet.

### **Budget Impact:**

Solid Waste Collection reserve fund

### **Council Person and District:**

N/A (citywide)

Attachment: Quote and Specifications



Solid Waste Applied Technologies  
207 Hal Averitt Blvd  
Statesboro, Georgia 30458

Phone: 912-549-0005  
Cell: 912-293-0099  
JC@SWATtruckrepair.com



## QUOTATION

City of Statesboro  
PO Box 348  
Statesboro, GA 30458

07/21/2022

TRUCK SALE PRICE:	\$290,000.00
FET:	\$
FREIGHT:	\$
Sales Tax (TAVT)	\$
Sub Total	\$290,000.00

**TOTAL TRUCK PACKAGE DELIVERED      \$290,000.00**

### 40 FELTRUCK/BODY SPECIFICATIONS

2022 Peterbilt 520 VIN: 113078  
Engine Paccar PX-9 380HP (Diesel)  
Transmission: Allison 4500RDS  
See attached chassis spec sheet for details of Chassis  
NewWay 40 Yard FEL Body SO123729  
Standard Curved Floor/Air controls  
8K Arms Standard  
Forks 1.5" T1/44"  
Service Hoist  
Broom/Shovel rack back side of front bulkhead  
Paint White P3029EX  
LED Work lights 2 in Hopper, 1 Canopy Light  
Stobes Integrated Upper and Lower Tailgate  
Safety Vision Camera system with 7" monitor, 2 Cameras  
Vane Pump  
PTO Hour meter  
Pressure gauge, quick disconnect  
Joystick Pneumatic, quad control  
20 lb Fire Extinguisher  
Triangle Safety Kit

Note: Unit is currently in mounting and should finish July 28,2022. It would be ready for immediate delivery after completion and PDI

Special Note: Truck is subject to prior sale.

END OF SPECIFICATIONS



**Peterbilt Of Eau Claire (A111)**  
 6500 Texaco Drive  
 Eau Claire, Wisconsin 54703

**Allstate Refuse**  
 6500 Texaco Drive  
 Eau Claire, Wisconsin 54703  
 United States of America

**Neil Riedel**  
 Cell Phone:  
 Office Phone: (715)874-4747  
 Email: nriedel@wdlarson.com

**Neil Riedel**  
 Cell Phone: 715-305-0100  
 Email: nriedel@wdlarson.com

## Vehicle Summary

<b>Unit</b>		<b>Chassis</b>	
Model:	Model 520	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	ALLSTATE FL 2022 SCR	G.C.W. (lbs):	66000
Description 2:	Pete 520 Frontloader PX9 RDS4500 20 46 3-25-2022		
<b>Application</b>		<b>Road Conditions:</b>	
Intended Serv.:	Refuse/Landfill	Class A (Highway)	100
Commodity:	Refuse, Scrap, Recycling	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
<b>Body</b>		Maximum Grade:	6
Type:	Residential Front Loader/Push- out		
Length (ft):	24	Wheelbase (in):	210
Height (ft):	13.5	Overhang (in):	75
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	0.1
		Cab to Axle (in):	209.9
<b>Trailer</b>		Cab to EOF (in):	284.9
No. of Trailer Axles:	0	Overall Comb. Length (in):	342.6
Type:			
Length (ft):	0	<b>Special Req.</b>	
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
<b>Restrictions</b>			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

**Note: All sales are F.O.B. designated plant of manufacture.**



Std/ Opt	Description
<b>Base Model</b>	
S	<b>Model 520</b> Peterbilt's Model 520 is built to withstand the harsh demands of the refuse industry. The rugged, aluminum cab delivers best-in-class durability for increased uptime and lap seam construction on a zinc-coated steel sub-frame for corrosion resistance. Bulkhead-style doors provide years of watertight performance. This low-cab forward vehicle adds a new dimension of productivity and versatility. An industry-leading, 65-degree cab tilt enhances maintenance and serviceability. Body installation is cost effective and efficient and the center console provides convenient access to body control integration points.
S	<b>Refuse, Scrap, Recycling</b>
O	<b>Refuse/Landfill</b> Truck which picks up refuse or recycled material from curbside containers in residential areas. Operation typically includes very frequent stops and starts. Unloading can be at transfer station or at landfill (may enter landfill).
O	<b>Residential Front Loader/Push-out</b> A lift-equipped truck used to load waste from the front into the body on residential routes. A hydraulic ram pushes the load out of the body.
S	<b>United States Registry</b> Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipso MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.
<b>Configuration</b>	
S	<b>Not Applicable</b> Secondary Manufacturer
<b>Frame &amp; Equipment</b>	
O	<b>10-3/4" Steel Rails 306-342"</b> 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair
O	<b>Full Steel Inner Liner</b>
O	<b>Zinc Coated Anti Corrosion Treated Frame Rails</b> Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.
O	<b>FEPTO Provision 9in Bumper Extension</b> Includes 1350 Series Front Drive PTO Attachment Provision, Radiator with PTO Cut-Out in Grille, Radiator Protection Sleeve, and Bumper Extension
O	<b>Additional Frame Drilling</b>
S	<b>EOF Square without Crossmember</b>





<i>Std/ Opt</i>	<i>Description</i>
	End-of-frame square without crossmember. For use with body builder installed crossmember.

S **Omit Rear Mudflaps and Hangers**

### Front Axle & Equipment

S **PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop**  
Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.  
  
The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.

O **Taper Leaf Springs, Shocks 23,000 lb**  
Standard with Heavy Resistance Shocks.

S **Power Steering Sheppard M100 Dual**  
For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.

O **PHP10 Iron PreSet PLUS Hubs**  
PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.

O **Bendix Air Cam Front Drum Brakes 16.5x7**  
For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.

O **PACCAR FX Wide Track IPO Standard**  
71in KPI IPO 69in front axle for improved turning radius.

O **Gusseted Cam Brackets, Steer Axle**

O **Heavy Duty Cam Bushings, Steer Axle**

### Rear Axle & Equipment

S **Dana Spicer D46-172 46,000 LBS**  
Dana Spicer D46-172 46,000 lbs tandem drive axles offer efficiency improvement, axle weight reduction and reduced lube quantity.

O **PHP10 Iron PreSet PLUS Hubs**

O **Differential Lock Both Axles**  
Air Rocker Switch Occupies the Space of One Gauge

O **Refuse Service Brakes, Steer And Drive Axles**  
Designed for heavy-duty applications for refuse industry, providing long brake life, safety and performance.

O **Rear Brake Camshaft Reinforcement**  
Rear brake camshaft reinforcement helps guard against wear and corrosion.

O **Lube Pump, Drive Axle(s)**



Std/ Opt	Description
	Used to circulate oil within the axle housing. Recommended for use on 46,000 or greater axles used in refuse or severe service applications.
O	<b>Gusseted Cam Brackets, Drive Axle(s)</b>
S	<b>SBM Valve</b> Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.
O	<b>Upsize Parking Brakes</b>
O	<b>Heavy Duty Brake Drums, Drive Axle(s)</b> Use with 16.5x8.6 Brakes
O	<b>Anti-Lock Braking System (ABS) 6S6M</b> ABS-6. Includes air braking system.
S	<b>Synthetic Axle Lubricant All Axles</b> Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.
O	<b>Bendix Air Cam Rear Drum Brakes 16.5x8.6</b> Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums. Refer to TSB 11-57 for more information.
O	<b>Ratio 5.38 Rear Axle</b>
O	<b>Hendrickson HMX EX 460 46,000 LBS., 54"</b> Haulmax, 70K Creep Rating. Includes Traax Rod as standard, option 1920905 is not needed or available. Progressive load spring system easily adjusts to the load for an enhanced combination of empty-ride quality and loaded stability.

## Engine & Equipment

- O **PACCAR PX-9 380@1900 GOV@2100 1250@1200 PERFORMANCE (2021 EMISSIONS)**

N21350 C121 68....Maximum Accelerator Pedal Ve  
N21370 C128 68....Maximum Cruise Speed (P059)  
N21460 C132 1400..Max PTO Speed (P046)  
N21520 C133 5.....Timer Setting (P030)  
N21610 C188 40....Low Ambient Temperature Thre  
N21620 C189 60....Intermediate Ambient Tempera  
N21630 C190 80....High Ambient Temperature Thr  
N21550 C206 100...Engine Load Threshold (P516)  
N21340 C209 120...Hard Maximum Speed Limit (P1





Std/ Opt	Description
	N21510 C225 NO....Enable Idle Shutdown Park Br N21450 C231 NO....Gear Down Protection (P026) N21570 C233 NO....Idle Shutdown Manual Overrul N21440 C234 NO....Engine Protection Shutdown ( N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume ( N21430 C333 0.....Reserve Speed Limit Offset ( N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)
S	<b>VMUX Electronics Architecture</b>
O	<b>Engine Idle Shutdown Timer Disabled</b>
O	<b>Enable EIST Ambient Temp Overrule</b>
	<b>Eff EIST NA Expiration Miles</b>
	<b>Effective VSL Setting NA</b>
O	<b>Typical Operating Speed 65 MPH</b>
O	<b>Powertrain Optimized for Performance</b> Best analysis for vehicles used in vocational applications or with heavy GCWRs.
O	<b>CARB Engine Idling Compliance DECLINED By Dealer/Customer</b>
O	<b>Remote PTO/Throttle, 12-Pin, 250K BOC/BOS</b> J1939, Remote Control Provision
O	<b>EPA Emission Warranty</b>
S	<b>Bed Plate for PX-9, L9N Engines</b> Designed to increase engine longevity by incorporating a stiffener bracket on the bottom side of the engine, inside the oil pan, for additional reinforcement. Required for all PX-9/L9N refuse applications and recommended for other high load 9-liter applications.
S	<b>PACCAR 160 Amp Alternator, Brushed</b> PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.
O	<b>Immersion Type Block Heater 110-120V</b> Standard location for 2.1M and 1.9M models is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-



<i>Std/ Opt</i>	<i>Description</i>
	heater keeps the coolant in the engine block from freezing when the engine is not running.
O	<b>PACCAR 12V Starter, N/A PACCAR MX Engines</b> PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.
S	<b>3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA</b> Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.
O	<b>Battery Warmer, 120V</b> 120V heating blanket that wraps around the batteries.
O	<b>Battery Jumper Terminals Mtd In Front</b> Of Battery Box
O	<b>Kissling Battery Disconnect Switch, 300 amp</b> Mounted on battery box
S	<b>2-Speed Fan Clutch For Frequent Start/Stops</b> A 2-speed fan clutch is ideal for vocational applications where the fan clutch engagement time exceeds 10% of the engine run time. When the fan clutch is disengaged, the fan still rotates at 15-25% of the engine RPM. This fan rotation provides crucial airflow to the engine and draws virtually no horsepower.
S	<b>18.7 CFM Air Compressor</b> N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.
S	<b>PACCAR Fuel/Water Separator Standard Service</b> PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.
S	<b>No Fluid Heat Option for Fuel Filter</b>
O	<b>12V Heat for Fuel Filter</b> Fuel filter heaters help ensure a seamless flow of diesel from the tank to the combustion chamber. Eliminating any possibility of moisture freezing within the fuel filter while simultaneously increasing the fuel temperature for atomization within the engine.
O	<b>Engine Protection Shutdown w/ Label</b> Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.
S	<b>High Efficiency Cooling System</b> Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 579/367 FEPTO 1325 sq in, 567/365/367: 1440 sq in, 365 FEPTO: 1184 sq in, 389/367 HH: 1669 sq in, 348: 1000 sq in, 520: 1242 sq in.
O	<b>Bugscreen</b>





<i>Std/ Opt</i>	<i>Description</i>
S	<b>Stainless Steel Grille</b>
S	<b>Heavy Duty Air Cleaner</b> Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
O	<b>Pre-Cleaner ECG</b>
S	<b>Exhaust Vertical LH</b> DPF/SCR LH Back of Cab Vertical.
O	<b>Exhaust 90 Degree Diffuser</b>

### Transmission & Equipment

O	<b>Allison 4500 RDS-P Transmission, Gen 5</b> Rugged Duty Series. Includes Rear Transmission Support except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil Heat Exchange. Also includes features that monitor the transmission fluid, filter and clutch condition. Will display percent life remaining for the transmission fluid, filter and clutches on the shift selector. This information may be displayed using the Mode and Up and Down buttons. A wrench icon will also be included to indicate when the transmission fluid, filter or clutches need servicing. Suited for vehicles operating on/off highway and/or requiring PTO operation. Forward ratios: 1st-4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67. Reverse ratios: DR-(5.55).
O	<b>1810 HD Driveline, 1 Midship Bearing</b> 4.5in x .180 wall tubing
O	<b>1710 Driveline Interaxle</b> For tandem rear axles
U	<b>ALLISON 5TH GEN RDS, PKG 225</b>
O	<b>Allison FuelSense 2.0 Not Desired</b>
O	<b>Omit Allison Neutral At Stop</b>
S	<b>Console Mounted Push Button Shifter</b> Allison Automatic Transmissions or LFNA Electric Vehicle
O	<b>Allison 6-Speed Configuration, Wide Ratio Gears</b> Allison 4500 transmission only
O	<b>Allison Output Function S Neutral Indicator</b> Allison output function S Neutral Indicator for PTO. Required on Refuse Packer Applications. With this configuration NEUTRAL only, PTO engagement is permitted only when the transmission is in Neutral. Once the transmission is in Neutral, the PTO is automatically engaged and fast idle is initiated when the PTO switch is on. In addition with this configuration Pack-on-the-fly, the PTO is automatically engaged and fast idle is initiated when the PTO switch is On concurrently with shifting of the transmission to Neutral.

### Air & Trailer Equipment





<i>Std/ Opt</i>	<i>Description</i>
S	<b>Bendix AD-HF EP Air Dryer, Heater</b> Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.
S	<b>Nylon Chassis Hose</b>
O	<b>Central Location For Air Tank Drain Valves</b> Wire braid hose to air tanks. (Not available with optional drain valves.)
S	<b>Steel Painted Air Tanks</b> All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.
<b>Tires &amp; Wheels</b>	
S	<b>FF: BR 20ply 315/80R22.5 M870</b> Efficiency Rating: Fair Diameter= 42.8 inches; SLR= 19.9 inches The Bridgestone M870 is a high scrub All-Position Radial tire designed specifically for urban waste collection.
O	<b>RR: BR 14ply 11R22.5 M726ELA</b> Efficiency Rating: Poor Diameter= 42.2 inches; SLR= 19.6 inches
S	<b>Code-rear Tire Qty 08</b>
O	<b>FF: Alcoa 89U637 22.5 X 9.00 High Polish</b> Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.
S	<b>RR: Accur Stl Armor 50291PK 22.5X8.25</b> Heavy Duty, Two Hand Holes
S	<b>Code-rear Rim Qty 08</b>
<b>Fuel Tanks</b>	
O	<b>26" Aluminum 80 Gallon Fuel Tank LH BOC</b> Paddle handle filler cap with threadless filler neck. Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of fuel pickup tube. Wire braid fuel lines increase durability & reduce potential for leaks.
O	<b>Location LH BOC 80 Gallon</b>



<i>Std/ Opt</i>	<i>Description</i>
S	<b>Fuel Cooler</b> Required with single fuel tank
O	<b>Arctic Wrap On All Fuel Lines</b> Dual draw uses no wrap from draw/return tees to engine. Single draw has no wrap from left-hand motor mount to engine but wrap is used from tank to left-hand motor mount. Arctic wrap will be omitted from lines in the engine compartment.
O	<b>Top Of Fuel Tank 5" Below Top Of Frame</b>
O	<b>Perforated Metal Anti-Siphon Device(s)</b> Requires engineering review with Arctic Fox or split fuel tanks
S	<b>DEF To Fuel Ratio Between 1:1 And 2:1</b>
S	<b>DEF Tank 520, 7.3 Gal</b>
<b>Battery Box &amp; Bumper</b>	
O	<b>Aluminum Battery Box LH Frame Mtd Back-of- Fender</b> Aluminum battery box left hand frame mounted back-of-fender. 8" Below top of frame.
O	<b>Rubber Battery Pad In Bottom of (1) Battery Box</b> Mat in box that holds batteries only
O	<b>Steel Bumper Swept Back Painted</b> Requires bumper extension, includes two front tow eyes with pins
O	<b>Notched Top Flange Of Bumper</b> Does not include fepto provisions
O	<b>Screen Over Air Intake Opening In Bumper</b>
<b>Cab &amp; Equipment</b>	
S	<b>53" LCF ProBilt Cab LH Drive</b> Includes steel frames with alum and fiberglass panels, all alum doors, dual door stops, door locks, tinted safety glass thru-out, cab and door mounted entry grab handles, 65 degree hydraulic tilt, stainless steel grille, dual rear cab fenders, service module BOC (cab tilt pump, oil fill and dipstick, coolant fill and check, fluid fill and dipstick for auto trans), door mounted armrests, power windows, doghousefull insulation, rubber floor mats, ergonomic center control console, removable instrument panel, Driver Information Display, LED backlit gauges, adjustable side flip-down interior sunvisor, 16" steering wheel with integrated horn button, tilt/telescopic adjustable column, over-door storage, driver and passenger side cup holders, USB charging port and 12VDC charging outlet, header includes HVAC controls and 12V power connection behind header cover, rear cab corner windows, 18" bolt-on step each side, self-canceling turn signals and front directional and side mounted turn signals.
S	<b>4.5" Rubber Flares On Cab</b> And wheel well fenders
S	<b>Peterbilt Driver Seat</b>
S	<b>Peterbilt Passenger Seat</b>





<i>Std/ Opt</i>	<i>Description</i>
O	<b>Air Ride Driver</b>
O	<b>High Back Driver</b>
O	<b>Mordura Driver</b>
O	<b>Air Ride Passenger</b>
O	<b>High Back Passenger</b>
O	<b>Mordura Passenger</b>
S	<b>Gray Interior Color</b> Includes ABS gray headliner & rear cab panel, gray vinyl engine tunnel cover. For LH, RH, and dual steer dual seated power windows are standard on both doors. For dual steer RH stand-up the LH window is power and the RH window is a manual sliding window.
O	<b>High-Visibility Interior Grabhandles, Painted</b> Bright yellow interior grabhandle for vocational vehicles.
S	<b>Adjustable Steering Column - Tilt/Telescope</b>
S	<b>Steering Wheel With Peterbilt Logo</b> Steering Wheel with embossed Peterbilt logo over horn button.
S	<b>Exterior Cab Entry Grabhandle</b> Textured; NFPA compliant. Available on Day Cab specifications only.
O	<b>Rear Window Back of Cab Dark Tint</b> 18.5in X 54in
S	<b>2-Piece Flat Windshield</b>
S	<b>Combo Fresh Air Heater/Air Conditioner</b> With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.
O	<b>(2) Defroster Fan On Rear Header</b>
O	<b>Look Down Mirror Mounted Front Of Cab</b> Opposite side of the driver position. Stainless steel.
O	<b>Chromed LH/RH Dual Plane Mirrors, Heated,</b> Dual Plane motorized mirrors are mounted to doors on both the right and left hand sides. Available in chrome mirror shell with black arms. Includes fold-away feature and requires additional top mounted convex mirrors (7564160). For front loader body type configuration.
O	<b>Add'l Convex Mirrors, Mounted Top of LH/RH</b> Dual Plane Mirrors
S	<b>(1) Air Horn 15" Painted</b> Mounted under cab.



<i>Std/ Opt</i>	<i>Description</i>
O	<b>ConcertClass, AM/FM, Weatherband, 3.5 Aux</b>
O	<b>Midlevel Speaker Package For Cab</b> (4) Speakers
O	<b>Bluetooth Located On Driver Side</b>
O	<b>Radio Mute When In Reverse</b> For automatic or automated transmission
O	<b>Bluetooth Phone and Audio Requires USB Port</b>
O	<b>USB Port</b>
S	<b>SmartLINQ Remote Diagnostics</b> SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available. Standard on Class 8 engines and available on Models 348, 337, 330 and 325 with a PX-9, PX-7 or Cummins Westport natural gas engine.
O	<b>24 Months SmartLINQ Subscription</b> PACCAR PX Engines.
O	<b>Cab Tilt Pump Air Assist</b>
O	<b>Front Cab Guard, Painted Black</b>
O	<b>Rain Gutters Over Driver and Passenger Doors</b>
S	<b>Peterbilt Pantograph Windshield Wipers</b> With intermittent feature.
O	<b>Triangle Reflector Kit, Ship Loose</b> Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.
O	<b>Fire Extinguisher, Cab Mounted</b> Hazmat approved UL listed/rated ABC
S	<b>Backup Alarm Wiring To EOF</b>
S	<b>Transmission Oil Temperature (Main)</b> Located in Digital Cluster Display.
S	<b>Air Restriction Indicator</b> Mounted on exhaust stanchion





Std/ Opt	Description
O	<b>Warning Light Battery Disconnect, Switch Engaged</b> Marker light external mounted
O	<b>Up To (4) Additional Electric Switches</b> Up to (4) additional electric switches without wiring. Switch will short pin5 to pin 4 when off, and pin 5 to 6 when on. Backlighting provided by Lin jumper.
O	<b>Main Instrumentation Panel</b> Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.
O	<b>Headlights Single Rectangular LED</b> Model 520 LED headlights provide outstanding brightness and coverage that can help with driver eye-fatigue. LED headlights are easy to install, long lasting, energy efficient and cost effective and they provide improved headlight brightness.
S	<b>(5) LED Clearance With (2) LED Marker Lights</b> Includes (5) lights mounted on roof of cab and (1) cab side marker light mounted in front of each cab door
O	<b>Daytime Running Lights</b> The brake interlock turns the daytime running lights off when the parking brakes are engaged. This is required on all Canadian vehicles.
O	<b>Self-Canceling Turn Signal</b>
O	<b>Brake Lights Activated by Park Brake</b>
O	<b>Moveable EOF Crossmember For Mounting Tail Lights</b> Square end of frame with or without end of frame crossmember
<b>Paint</b>	
S	<b>Standard Paint Color Selection</b>
O	<b>(1) Color Axalta Two Stage - Cab/Hood</b> Base Coat/Clear Coat N85020 A - L0006EY WHITE N85700 BUMPER L0001EA BLACK N85500 CAB ROOF L0006EY WHITE N85200 FRAME L0001EA BLACK
<b>Shipping Destination</b>	
<b>Options Not Subject To Discount</b>	
S	<b>Peterbilt Class 8 Standard Coverage</b> 1 year/100,000 Miles (160,000 km)
S	<b>PACCAR PX-9 Standard Coverage</b> 2 yrs/250,000 mi (402,336 km)/6,250 hrs
U	<b>Chassis to Receive Extended Warranty</b>
O	<b>1 Year Towing</b>

Price Level: January 1, 2022  
 Deal: ALLSTATE FL 2022 SCR  
 Printed On: 3/25/2022 10:52:19 AM

Date: March 25, 2022  
 Quote Number: QUO-931063-G8M1B8



<i>Std/ Opt</i>	<i>Description</i>
O	Prepaid Freight Increase For 2022 Delivery
U	2022 PACCAR HD CAR UNIT SURCHARGE
O	Base Warr: Emissions 5YR/100K MI-EPA Engine
U	PDI At CVS Location
O	Frame Layout Identical to Previous Chassis
<b>Miscellaneous</b>	
O	State Registry: Iowa
U	CLASS 8 FLEET TRACKING
U	2021 SERIES EMISSIONS ENGINE

**Promotions**

**Order Comments**



## Prices and Specifications Subject to Change Without Notice.

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Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

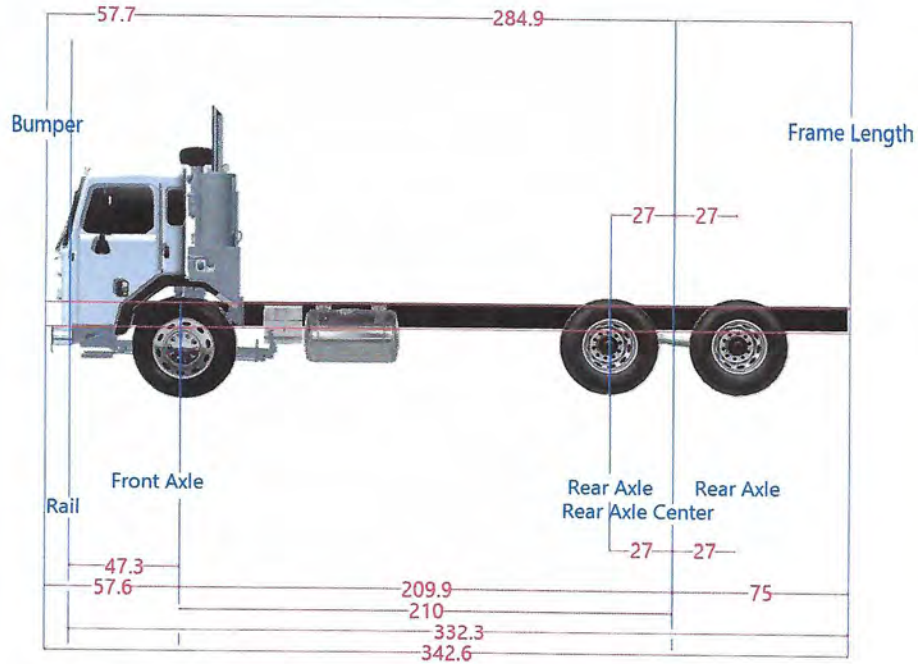
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### **PRICING DISCLAIMER**

*While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information*



# HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	183	237
Bumper to Back of Cab	57.7	-57.6	0.1
Bumper to Front Axle	57.6	-57.6	0
Bumper to Front Frame	10.3	-57.6	-47.3
Cab to End of Frame	284.9	0.1	285
Cab to End of Frame/Loadspace	CAB TO END OF FRAME EQUALS LOADSPACE ON THIS CONFIGURATION.		
Cab to Rear Axle	209.9	0.1	210
Effective Bumper to Back Of Cab	57.7	-57.6	0.1
Frame Length	332.3	-47.3	285
Front Axle to Back of Cab	0.1	0	0.1
Front of Frame to Axle	47.3	-47.3	0
Load Space	284.9	0.1	285
Overall Length	342.6	-57.6	285
Overhang	75	210	285
Pusher Offset #1	0	183	210
Pusher Offset #2	0	183	210
Pusher Offset #3	0	183	210
Tag Offset	0	210	237
Wheelbase	210	0	210



Line Part Number/Description

Order Qty

1 9070

1.000000 EA

FRONTLOADER,40,CRVD FLR,STD,AIR

Option	Option Description	Qty
128817	WLDT,LIGHTBAR,4X4 RND,UPR TG,FL,ASL	1
132952	OPT,ARM,8K,108.5,FL,GEN2	1
110122	OPT,FORK,1.25 T-1,HOOK,44 USABLE	1
106240	OPT,SERV HOIST,FL,STD	1
131218	OPT,REM GREASE,TG HINGE & CYL,CRVD FLR,FL	1
130571 *	OPT,BROOM/SHOVEL RACK,FL	1
<b>Comment:</b> LOCATION: FRONT BULKHEAD SCREEN		
133588 *	OPT,PAINT WHITE,FL	1
<b>Comment:</b> N0006EX		
114995	OPT,BCKUP LIGHTS,LED,MID BODY,ALL	1
118750	OPT,WORKLIGHT,LED,2 HPR,1 CANOPY,FL	1
131379	OPT,AIR,INTEGRATED STROBE,2 RND,UPR TG,FL	1
134376	OPT,2 CAMERA,7IN MONITOR,SAFETY VISION	1
136430	OPT,CAMERA LOCATION MNT,CENTER TG FACING REAR,ASL,FL	1
133538	OPT,MID BODY CAMERA,HPR,LF,STD,FL	1
139245	OPT,WARRANTY,CYL,2YR,FL	1
119327	OPT,WARRANTY,BODY,1YR,FL	1
116572	OPT,WARRANTY,HYD,1YR,FL	1
132621	ASSY,PUMP,VANE,T7DSW B42,FL	1
133465	JOYSTICK,PNEU,QUAD CTRL,SGL,FL STD	1
113305	OPT,FIRE EXT,10 LB	1
119201	OPT,TRIANGLE,SAFETY,ROADSIDE	1

# 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 & Engineering

**Date:** July 26, 2022

**RE:** Contract Award – Front Load, CNG Refuse Truck

**Policy Issue:** Purchasing

### **Recommendation:**

Consideration of a motion to award contract to Solid Waste Applied Technology (SWAT) for the purchase of a New Way Front Loader Refuse Collection body with a 2023 Peterbilt 520 CNG Cab and Chassis per Sourcewell (formally NJPA) contract to SWAT in the amount of \$387,538.35. This item will be purchased by using funds from insurance reimbursement with Solid Waste Collection revenue funds covering the remainder of the cost.

### **Background:**

During a recent fire, the Solid Waste Collection Division lost a Front Load, CNG Refuse Collection Truck. This truck will be the second truck damaged this month due to unprecedented series of accidents. Sanitation division is request this Front Load (CNG) Refuse Collection Truck be funded from insurance reimbursement fund balance in solid waste collection fund, which has reserve funds to cover this expense. This truck will replace the recently damaged truck due to fire. Due to current economic conditions across the United States, with suppliers experiencing supply chain shortages, as well as price increases, it is imperative that this truck be ordered now, due to 1-2 year delivery. This will give the City time to receive the insurance reimbursement to cover the unexpected cost of this replacement truck.

The Sourcewell Contract # 091219-NWY, meets all requirements, specifications and warranty needed.

### **Budget Impact:**

Solid Waste Collection Reserve Fund

### **Council Person and District:**

N/A (citywide)

**Attachment:** SWAT CNG Quote.

Solid Waste Applied Technologies  
207 Hal Averitt Blvd  
Statesboro, Georgia 30458



Phone: 912-549-0005  
Cell: 912-293-0099  
JC@SWATtruckrepair.com

## QUOTATION

City of Statesboro (SW#33094)  
PO Box 348  
Statesboro, GA 30458

7/25/2022

Sourcewell Contract # 091219-NWY

**TOTAL TRUCK PACKAGE DELIVERED \$387,538.35**

### SPECIFICATIONS

Quantity	Part No.	Description
1		40yd Eject (208"-210" Wheelbase)
STD		Complete Mount
1		Service Hoist
STD		Denison Long Life Vane Pump
1		Integrated Strobe Light Package System - 2 round lights upper tailgate
1		Integrated Strobe Light Package System - 2 round lights lower tailgate
1		Upper Light Bar With 2 Stop/Tail & 2 Turn
1		Back Up Collision Avoidance Sensor
1		Dual Camera/Flat Screen 7.0"
1		Acrylic Urethane Enamel Color- BLUE P3594EX
1		Body Floor to 1/4" 100K
1		Packer Panel lower face liner 3/16" AR450
1		Super Track Bottom Wear Strip (Hopper Only)
1		Torque Tube reinforcement
STD		Electronic Filter By-Pass Indicator In Cab
1		Hour Meter on PTO
1		Low Fluid Level Switch
1		Quick Disconnect Pressure Gage
STD		Single Handle Quad Air Control Joystick
1		10,000 lb. Lift Rating with 3/8" 50K Arm Skins, 5.25" Diameter Arm Cylinders & 4" Fork Cylinders
STD		Fork Thickness 1.5" 100k with hook (44 9/16" bumper to hook)
1		Fork Limiter to retain can on forks during dumping
1		Extended canopy cleaning tool with broom attachment and holder
1		Remote grease TG hinge & cylinders
STD		Sliding Access Door (Fiber Glass)
1		Shovel & Broom Rack- back side of front bulkhead screen
1		Body hold down lock
1		Canopy Extension Raise With Air Cylinder
1		Canopy Coated with Rock Guard Liner
1		Drip Pan Below Tailgate Seal
STD		2-Year Cylinder Warranty
1		2-Year Body Warranty
1		2-Year Hydraulic Warranty
1		LED Work Lights on Canopy directed toward can

1 LED MID BODY BACK UP LIGHTS  
1 LED TG BACK UP LIGHTS  
1 LED WORK LIGHTS 2 Hopper & 1 Canopy- Same as SN 12911F  
1 LED OVAL STROBE SIDE OF TG BUBBLE- SAME AS SN 12911F  
1 CAUTION DECAL - TG- LARGE  
1 75 DGE CNG TANK & CABINET- ROOF MT  
1 2 FUEL PORTS - 1 FRONT BUMPER & 1 DRIVERS SIDE  
1 CNG Cabinet paint to match body P3594EX Blue  
1 Chassis 2023 Peterbilt 520 CNG  
1 Freight  
1 Chassis includes 5 yr engine,transmission, cab, frame warranty  
1 PDI

\*Special Note- Due to current Economic issues to include supply chain issues, delivery times may vary\*  
\*\* Current Pricing may vary due to economic conditions and are subject to surcharges that may be imposed by manufacturers of chassis and body. Should such surcharges come about, these will be passed on to end user.\*\*

END OF SPECIFICATIONS