



September 7, 2021 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 08-17-2021 Work Session Minutes
 - b) 08-17-2021 Council Minutes
 - c) 08-24-2021 Special Called Meeting Minutes
 - d) 08-31-2021 Public Hearing Minutes (12:00 pm)
 - e) 08-31-2021 Public Hearing Minutes (6:00 pm)
 - B) Consideration of a motion to approve the due date of December 20th 2021 for the City of Statesboro Property Tax Bills
5. Public Hearing and Consideration of a motion to approve **Resolution 2021-33**: A Resolution setting the millage rate for ad valorem (property) taxes for the 2021 calendar year for the city of Statesboro, Georgia at 7.308.
6. Consideration of a motion to approve the affordable housing plan for the City of Statesboro Georgia.
7. Consideration of motion to approve an Intergovernmental Agreement between Bulloch County, City of Statesboro, Bulloch County Board of Education, Georgia Southern University, Ogeechee Technical College, City of Brooklet, and the Towns of Portal and Register relating to maintenance of county-wide P-25 radio system. Contract is one year with four additional one-year renewal terms.
8. Consideration of a motion to approve the acceptance of the 2020 Assistance to Firefighters Grant (AFG), which has been awarded to the Statesboro Fire Department.
9. Consideration of a motion to approve the acceptance of the 2020 FP&S Grant which has been awarded to the Statesboro Fire Department.
10. Consideration of a motion to approve the award of contract to Hawk Construction for the construction of classrooms and a use of force/de-escalation "laboratory" at the joint Sheriff's office/Police department range training facility in the amount of \$66,210.00. Funding for this project is from the CJCC grant proceeds.

11. Consideration of a motion to approve payment to Stacy Underwood, LLC (dba Uncle Shug's, 434 South Main Street) in the amount of \$29,235.02 for sign relocation and construction easement acquisition. Expenses will be paid from TSPLOST funds.
12. Consideration of a motion to approve a Memorandum of Understanding & Agreement with Georgia Southern University for development of Akins Boulevard, Phase 2.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
16. 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)
17. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
AUGUST 17 2021

Mayor & Council Work Session

50 East Main Street

3:30 PM

A Work Session of the Statesboro City Council was held on August 17, 2021 at 3:30 p.m. in City Hall Council Chambers, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack, and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips. Absent was Councilmember John Riggs.

Quarterly Financial Report

Director of Finance Cindy West presented the fourth quarter financial report of Fiscal Year 2021, reviewing the revenues and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Ms. West also reviewed the SPLOST and TSPLOST collections for Fiscal Year 2020 and 2021 stating there was an uptick in these collections. Additionally Hotel/Motel revenues have increased in FY 2021 compared to the previous FY 2020.

Housing Plan (Affordable Housing)

Director of Planning and Development Kathy Field stated the adoption of the Housing Plan is required to successfully compete for housing rehab grants and is on the agenda for your consideration. The following is a presentation of the plan.

Russ Marane with Coastal Regional Commission stated a couple months ago the Blakely Group presented the results to the Housing Market Study they conducted for the City of Statesboro. The Coastal Regional Commission worked with them on that project and picked it up from there to look at the affordable housing issue. Mr. Marane reviewed with Mayor and City Council the population data, household data, and employment data in Statesboro. He continued with the existing housing profile data, the age of single-family housing, and the condition of single-family housing. The current supply of new or re-sale affordable homes in good or better condition is very limited. Much of the existing affordable housing stock is older and in fair or average condition. The demand for senior housing is increasing and is the fastest growing segment of Statesboro's population. The rental housing demand preference is for single-family housing, townhome and duplex housing over the multi-family apartment complexes. The strongest housing demand is from potential buyers with incomes of \$35,000 or less. Purchase demand for townhomes or multi-plex homes is rising due to lower pricing and affordability.

The plan to meet the challenge and close the gap starts with the city initiating a city funded targeted housing rehabilitation program. This step greatly enhances the city's opportunity and competitive chances for CDBG, CHIP grants, and other neighborhood revitalization and affordable housing programs. Next would be to apply for CDBG grants for neighborhood revitalization and housing rehabilitation within the URA and apply for CHIP grants to help fund construction of new affordable housing or to assist homeowners with housing rehabilitation. Next, complete board appointments for the Land Bank Authority and enhance the City's subdivision Incentive Program to facilitate the development of lots for affordable housing for all types and income level. Engage non-profit and faith-based organizations in Statesboro to become a partner and participant in the solution of the city's affordable housing challenge. Recruit affordable housing developers in

Statesboro using Federal Housing Tax Credit program as incentives and make surplus public property available for affordable housing. To bridge the gap between affordability and market rent for multi-family housing begin using Section 8 Vouchers issued by the Georgia Department of Community Affairs. Also, provide information and guidance to those desiring affordable homeownership including down-payment assistance using CDBG, the Georgia Dream Homeownership program and other State and Federal funding programs. The City's core area neighborhoods within the Urban Redevelopment Area established by the City are a primary source of affordable housing. In order for downtown Statesboro to become a magnet for residents and students, core area neighborhoods must be revitalized and renewed for families and individuals at all income levels. The City has taken many of the early steps to begin the process. Now is the time to execute the plan.

Creek on the Blue Mile Update

Eric Neese with Freese and Nichols recapped the overall concept with a reservoir to the west of the project and a promenade all the way down through Zetterower Avenue and some improvement to the channel beyond that to get the flow down to Gentilly. The overall project cost came in at a range of 44 – 72 million dollars, which is higher than expected. A huge portion of the cost is due to the dam, reservoir, and inlet & outlet structures. One way to reduce the cost would be to make the reservoir an optional alternate to the project. Currently the railroad crossing creates a natural impoundment for the whole system and there would be no changes to the current flood levels upstream of the railroad. To make this work better we changed from boxed culverts at Zetterower Avenue to a bridge. The bridge allows us to minimize the water surface levels. The last thing is to improve the channel from Zetterower to Gentilly to maximize the hydraulic capacity of this section so we don't hold water back and cause water to go up on the promenade and sidewalk area. This change will require additional stream mitigation with the Corp of Engineers. We traded off from there a lot of wetlands impacts in the reservoir area to more stream impacts downstream. Mr. Neese showed a map of the floodplain stating that upstream of the railroad it would be the same in existing and future conditions. The project downstream of the railroad would be confined to a promenade area and the channel. The existing floodplain is a little wider so this would be narrower than what the published floodplain is on the flood insurance rate maps. Therefore, we have really minimized all losses and made the best hydraulics we can out of this process. The estimated cost for the project with the removal of the reservoir is 27.6 million dollars, which is significantly less than what we had before. The next steps are to complete the flood study, add side streams, submit LOMR for existing conditions, proceed to engineering and project permitting, submit for flood map revision, and final LOMR after construction is complete.

Councilmember Phil Boyum asked if the grant we received from the state requires us to build a reservoir.

City Manager Charles Penny stated there is some connection to the reservoir. We have not completely ruled it out but we need to continue studying that issue. This is not the final report. Until we get more design preliminarily, we think we can make this work and we may not have to build a reservoir to get this done. The next big phase is to get the design so that we know how the storm water project will go forward and then we can bid the project out.

Councilmember Paulette Chavers inquired about the financing for this project.

Mr. Penny stated we have a 15 million dollar line of credit so that funding is already there. We also received a 5.5 million dollar grant, have spent about one million of that, and will be spending more to design the project, which is included in the total cost of the project.

Councilmember Phil Boyum stated that as equally as important as the cost is what is going to be our benefit. If the floodplain is going to be smaller than what it claims to be on the map that means the economic impact is going to be smaller than it otherwise would have been. It would be necessary to see which properties will be impacted and what kind of value are we going to get out of it, as we do with the TAD district. If we are going to put this much money in, how much are we going to get out of it.

Recycling Report

Assistant City Manager Jason Boyles presented his findings regarding recycling in Statesboro/Bulloch County. Bulloch County began recycling operation in early 1990 with staffed countywide recycling collection centers and recycling processing facility. They received a grant from DCA in 2008 to purchase equipment to expand recycling operations and to begin a voluntary recycling program. At the height of the program, Bulloch County has approximately 900 recycling carts with approximately 600 in Statesboro. The cost for the pilot curbside recycling program resulted in a net loss for the county. However, they continued the curbside recycling until 2015. Curbside pick-up ended due to contamination of recyclables and inadequate equipment. Due to the implementation of China's National Sword policy in 2018 there was a 50 percent reduction in recyclable commodities market in the US. As a result, Bulloch County immediately suspended receipt of plastics and glass for recycling. Then in April 2020, due to COVID-19, Bulloch County suspended cardboard recycling at their recycling sorting facility and at all collection centers. Staff recommends hiring a consultant to perform a study for recycling in Statesboro and develop operational program and budget.

City Manager Charles Penny stated we would partner with the county to have the analysis done.

The meeting was adjourned at 5:23 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
AUGUST 17, 2021

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 Venus Mack 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	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present Via Zoom	
Shari Barr	Councilmember	Present	

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

3. Public Comments (Agenda Item): None

Councilmember Shari Barr announced that an award for City Clerk of the Year was presented at the GMA Annual Convention and that even though our City Clerk, Leah Harden, was not chosen Mayor and Council presented her with a certificate of nomination.

Councilmember John Riggs encourages anyone who has not been vaccinated to visit your doctor, nurse, health department, or pharmacy and ask them, are you vaccinated why or why not; then ask should I get vaccinated and listen to what they have to say.

Mayor McCollar stated we are at a critical point with COVID 19 we are currently experiencing high numbers of individuals in our hospitals. The biggest thing talked about from day one is the threat to our medical infrastructure. There have been as many as fifteen individuals on ventilators. COVID is very real and it is something we have to deal with.

Councilmember Phil Boyum shared a personal story about a COVID experience and stated that if you have people that rely on you and you choose not to get the vaccine, make sure you organize your affairs because you just never know.

Councilmember Shari Barr shared that Augusta Health center has 110 people in the hospital with COVID as of yesterday of those individuals 104 were unvaccinated. The vaccine works. The unvaccinated are bearing the brunt of it but they are spreading it to others. So please seriously consider getting vaccinated.

Mayor McCollar stated East Georgia Regional Medical Center has 47 COVID patients and 16 of those are on ventilators. Let us keep those individuals in prayer.

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 08-03-2021 Council Minutes

b) 08-03-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

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

5. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5:

**A. Sneaux La La
408 S Main St
Statesboro, Ga 30458
Owner: Annie Natson**

A motion was made to open the public hearing.

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

City Attorney Cain Smith stated his stance on this application is for Council's consideration.

Annie Natson spoke in favor of the application and presented their business plan to Mayor and City Council. She stated that regular snow balls would be served in Styrofoam cups and any alcohol snowballs would be served in clear cups, either glass or plastic whichever the Department of Health approves.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers

AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

Councilmember Venus Mack asked what are you going to put in place to make sure that once you serve the alcohol that the patron cannot leave.

Annie Natson stated we plan to post signs stating you cannot leave the premises with the beverage. In addition, staff will be outside cleaning tables and engaging with customers.

Councilmember Shari Barr brought up a concern about the clear plastic cup stating it should be made of some kind of crockery/glass material something that is not intended to leave the premises.

Councilmember John Riggs stated I feel it is too much of an opportunity for a patron to take advantage of the outside nature of the business establishment, when it comes to underage drinking, passing it off. He stated I am sorry I am going to have to vote against it.

A Motion was made to approve the alcohol application for Sneaux La La located at 408 South Main Street with the condition of having specific glasses for the adult beverages and signage.

RESULT:	Approved
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
NAYS:	Councilmember John Riggs

6. Public Hearing and Consideration of a Motion to Approve: APPLICATION SE 21-07-01: Oscar Mauricio requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance to allow for the operation of a virtual car dealership at 22 South Main Street (Tax Parcel # S28 000068 000).

A motion was made to open the public hearing.

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

Oscar Mauricio spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION SE 21-07-01**: Oscar Mauricio requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance to allow for the operation of a virtual car dealership at 22 South Main Street (Tax Parcel # S28 000068 000).

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

7. Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 21-07-02: John White requests a Zoning Map Amendment from the R8 (Single-Family Residential) zoning district to the R4 (High-Density Residential) zoning district, in order to develop a duplex on Parker & West Grady Street (Tax Parcel # S11 000031A000).

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION RZ 21-07-02**: John White requests a Zoning Map Amendment from the R8 (Single-Family Residential) zoning district to the R4 (High-Density Residential) zoning district, in order to develop a duplex on Parker & West Grady Street (Tax Parcel # S11 000031A000).

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

8. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-07-03: Whitfield Signs requests a variance from Article XXX, Section 3005 of the Statesboro Zoning Ordinance, in order to place a 289 square foot vinyl wrapping on the wall of the developing Dolan’s BBQ at 239 South Main Street (Tax Parcel # S19 000019 001).

The applicant withdrew this application.

9. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-07-04: Renfroe Outdoor LLC request a variance from Article XV, Section 1511(H) of the Statesboro Zoning Ordinance, in order to upgrade the existing billboards to LED displays at 75 Northside Drive (Tax Parcel # MS84000100F00).

A motion was made to open the public hearing.

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

Matt Mathews spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

During council discussion, Councilmember Paulette Chavers brought up the issue for the need of an update to the City of Statesboro Sign and Zoning Ordinances.

City Manager Charles Penny stated updates like these are a great undertaking; staff will work on a proposal to update the Sign and Subdivision ordinance for your consideration.

A motion was made to approve **APPLICATION V 21-07-04**: Renfroe Outdoor LLC request a variance from Article XV, Section 1511(H) of the Statesboro Zoning Ordinance, in order to upgrade the existing billboards to LED displays at 75 Northside Drive (Tax Parcel # MS84000100F00).

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

10. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-07-05: Renfroe Outdoor LLC request a variance from Article XV, Section 1511(H) of the Statesboro Zoning Ordinance, in order to upgrade the existing billboards to LED displays at 17874 Highway 67 (Tax Parcel # MS75000012 002).

A motion was made to open the public hearing.

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

Matt Mathews spoke in favor of the request.
 No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION V 21-07-05**: Renfroe Outdoor LLC request a variance from Article XV, Section 1511(H) of the Statesboro Zoning Ordinance, in order to upgrade the existing billboards to LED displays at 17874 Highway 67 (Tax Parcel # MS75000012 002).

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

11. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-07-06: Encounter Church requests a Variance from Article XV, Section 1509, Table 6 of the Statesboro Zoning Ordinance, in order to place a sign exceeding the 12-foot maximum height of building signs in the CBD (Central Business District) at 39A West Main Street (Tax Parcel # S18 000064 000).

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION V 21-07-06**: Encounter Church requests a Variance from Article XV, Section 1509, Table 6 of the Statesboro Zoning Ordinance, in order to place a sign exceeding the 12-foot maximum height of building signs in the CBD (Central Business District) at 39A West Main Street (Tax Parcel # S18 000064 000).

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

12. Public Hearing and Consideration of a Motion to Approve:

- A. APPLICATION AN 21-07-07: Nesmith Properties LLLP, requests Annexation of 1.58 acres of property in order to complete the development of a proposed subdivision on Lakeview Road (Tax Parcel MS5700000 000).**
- B. APPLICATION RZ 21-07-08: Nesmith Properties LLLP, requests a Zoning Map Amendment from the R40 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district for two properties located on Lakeview Road (Tax Parcels # MS57000004 000 & MS57000006 000).**

A motion was made to open the public hearing.

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

Joey Maxwell spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION AN 21-07-07**: Nesmith Properties LLLP, requests Annexation of 1.58 acres of property in order to complete the development of a proposed subdivision on Lakeview Road (Tax Parcel MS5700000 000) and **APPLICATION RZ 21-07-08**: Nesmith Properties LLLP, requests a Zoning Map Amendment from the R40 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district for two properties located on Lakeview Road (Tax Parcels # MS57000004 000 & MS57000006 000).

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

13. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-07-10: The Statesboro Convention & Visitors Bureau requests a variance from Article XI, Section 1102(D) of the Statesboro Zoning Ordinance, in order to increase the footprint of the secondary structure on the lot, in order to create a concrete slab and lean-to roof for exterior cooling & freezer units at 228 South Main Street (Tax Parcel # S29 000030 001).

A motion was made to open the public hearing.

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

Jamie Cartee spoke in favor of the request.
 No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION V 21-07-10**: The Statesboro Convention & Visitors Bureau requests a variance from Article XI, Section 1102(D) of the Statesboro Zoning Ordinance, in order to increase the footprint of the secondary structure on the lot, in order to create a concrete slab and lean-to roof for exterior cooling & freezer units at 228 South Main Street (Tax Parcel # S29 000030 001).

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

14. Public Hearing and Consideration of a Motion to Approve: APPLICATION CBD 21-07-11: Justin Peay requests plan approval for the expansion of the existing Divy Desk facility located at 19 Courtland Street (Tax Parcel # S28 000023 000).

A motion was made to open the public hearing.

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

Justin Peay spoke in favor of the request.
 No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION CBD 21-07-11**: Justin Peay requests plan approval for the expansion of the existing Divy Desk facility located at 19 Courtland Street (Tax Parcel # S28 000023 000).

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

15. Consideration of a motion to approve Resolution 2021-30: A Resolution approving the amendment to Completion of Construction date in the current Intergovernmental Agreement (IGA) with the Georgia Environmental Finance Authority for the Creek on the Blue Mile project and authorization to execute contract document Exhibits E & F.

A motion was made to approve **Resolution 2021-30** approving the amendment to Completion of Construction date in the current Intergovernmental Agreement (IGA) with the Georgia Environmental Finance Authority for the Creek on the Blue Mile project and authorization to execute contract document Exhibits E & F.

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

16. Consideration of a motion to approve Resolution 2021-31: A Resolution approving application with the Governor's Office of Planning and Budget for State Fiscal Recovery Funds for the Creek on the Blue Mile project.

A motion was made to approve Resolution 2021-31 approving application with the Governor's Office of Planning and Budget for State Fiscal Recovery Funds for the Creek on the Blue Mile project.

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

17. Consideration of a Motion to approve Resolution 2021-32: A Resolution granting approval to the Statesboro Police Department to apply for a grant through the Bureau of Justice Administration (BJA) in the amount of \$9,649.50.

A motion was made to approve Resolution 2021-32 granting approval to the Statesboro Police Department to apply for a grant through the Bureau of Justice Administration (BJA) in the amount of \$9,649.50.

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

18. Consideration of a motion to approve a Memorandum of Understanding with the Blue Mile Foundation, Inc. for the Creek on the Blue Mile project.

A motion was made to approve a Memorandum of Understanding with the Blue Mile Foundation, Inc. for the Creek on the Blue Mile project.

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

19. Consideration of a motion to approve the affordable housing plan for the City of Statesboro Georgia.

This item was tabled until 9-7-2021

20. Consideration of a Motion to approve the purchase of eight new patrol cars including “up-fitting” with required equipment, as well as a replacement detective vehicle in an amount not to exceed \$572,014.00. This purchase will be paid from 2019 SPLOST funds.

A motion was made to approve the purchase of eight new patrol cars including “up-fitting” with required equipment, as well as a replacement detective vehicle in an amount not to exceed \$572,014.00. This purchase will be paid from 2019 SPLOST funds.

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

21. Consideration of a Motion to approve the purchase of two (2) Pierce Fire Engines in the amount of \$1,342,410.00. This purchase will be paid for from 2019 SPLOST funds.

A motion was made to approve the purchase of two (2) Pierce Fire Engines in the amount of \$1,342,410.00. This purchase will be paid for from 2019 SPLOST funds.

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

22. Consideration to set the dates for the required three (3) public hearings to solicit input regarding the millage rate of 7.308 for the 2021 property taxes. 1st Public Hearing August 31st 2021 at 9:00 am, 2nd Public Hearing August 31st 2021 at 6:00 pm, 3rd Public Hearing September 7th 2021 at 9:00 am.

A motion was made to set the dates for the required three (3) public hearings to solicit input regarding the millage rate of 7.308 for the 2021 property taxes. 1st Public Hearing August 31st 2021 at 9:00 am, 2nd Public Hearing August 31st 2021 at 6:00 pm, 3rd Public Hearing September 7th 2021 at 9:00 am.

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

23. Other Business from City Council:

Councilmember Venus Mack thanked everyone for your prays and support for her and her daughter.

Councilmember Shari Barr announced that the Youth Council is having a vaccination clinic featuring the Pfizer vaccine, which is approved for 12 – 17 year olds at Luetta Moore Park this Saturday August 21, 2021 from 11am to 3 pm.

24. City Managers Comments

City Manager Charles Penny stated the Heath Department would be administering the Johnson & Johnson and Moderna vaccinations at City Hall on September 1, 2021 from 9 – 11 am and it is open to the public.

Mr. Penny announced that Georgia Cities Magazine had a feature article about the City of Statesboro’s Youth Connect Program. He also stated that Grady Street Park is nearing completion and a ribbon cutting ceremony will be held later this month.

Mr. Penny stated that he and Bulloch County Manager Tom Couch met with the Statesboro Food Bank yesterday and found out there is grant money available for “Food Bank”. The Food Bank has to relocate their facility due to the senior housing project and this grant money would help them in securing a new facility. The City or the County needs to be the applicant for these grant funds and the recommendation is to have the county be the applicant for them.

Councilmember Phil Boyum asked why we are not going for grant funding to put sewer infrastructure in neighborhoods like Foxlake, Merrywood, and on Ramble Road.

Mr. Penny stated we have a commitment for about \$12.3 million dollars coming to the City of Statesboro. We do not have all the guidelines for how those funds can be used but we do know that neighborhood improvements are eligible as well, a water and sewer infrastructure. In a couple of weeks, we will present to you those neighborhoods that have been without water and sewer to use those funds to extend that infrastructure into those areas.

25. Public Comments (General):

Madeline Smith stated she is a visually impaired student at GSU and the president of the Students with Disabilities Advocacy Group on GSU campus. She introduced Breanne Dollar who is in a wheelchair who would like to address Mayor and Council regarding the accessibility issues she has around Statesboro.

Breanne Dollar stated she is vice-president of the Students with Disabilities Advocacy Group and shared with Mayor and City Council some of the struggles she has had since moving here last week. Issues include wheelchair ramps at her apartment and on campus, sidewalk travel in a wheelchair is difficult due to conditions, the roads on campus are an issue as well as they are made of cobblestone and the stones are lifting up and there are many potholes. Other issues are elevators not having sensors and buttons being too high to reach. Ms. Dollar asked that when planning try and think about it, if you were in a chair how you would get into this space.

Councilmember Shari Barr read a letter written by Shannon Killebrew founder of Shannon’s Hope for House Calls & Home Medical Care. Shannon thanked Mayor and Council for their interest and consideration of her suggestion for park and recreation accessible items for Statesboro. The focus on inclusion is essential for people with all abilities and unique needs. Our community is at the forefront of revitalization projects and this is the perfect opportunity for accommodating methods of inclusion for safety, daily life, and socialization.

Madeline Smith stated that the Accessibility for people with Disabilities is something that is not talked about. She noted that the American Disabilities Act (ADA) has not been amended in over 25 years. All we need is for people to listen and help as much as they can to make our city a more fair, equal and equitable place to live.

Nicholas Douglas – was a no show.

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

There was no Executive Session.

27. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:38 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
AUGUST 24, 2020

SPECIAL CALLED MEETING 50 E. Main St. City Hall Council Chambers

11:00 AM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order, gave an invocation, and led the pledge of allegiance.

ATTENDENCE

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

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

2. **Consideration of a motion to approve vaccination incentive for the City of Statesboro, Georgia.**

City Manager Charles Penny presented to Mayor and City Council proposed incentives for vaccinations. The cost for this incentives package costs about \$50,000.00. All a person would have to do is go online fill out a registration form and upload their vaccination card for entry into an electronic drawing for the following prizes. The first category is a drawing for monetary prizes for anyone 18 years of age and older who have been vaccinated; the prizes include twenty \$500.00 prizes, five \$1000.00 prizes, and one \$5000.00 prize for a total of \$20,000.00. The second category is a drawing for anyone 12-17 years of age who have been vaccinated; these prizes include Five Laptop computers, five video game consoles, ten headphones (beats), five Nintendo Switches, and ten Apple Air Pods for an estimated total of \$15,000.00.

Another proposed incentive is to give away \$50.00 gift cards at the upcoming vaccine clinic hosted by the City on September 1, 2021 from 9:00 – 11:00 am. These gift cards will be limited to the first 200 people for a total of \$10,000.00. Eligibility for these prizes would open to City of Statesboro residents, City of Statesboro employees, and their families. In addition, the proposed cash prizes can be linked to a goal of reaching 40% or 50% fully vaccinated individuals.

During council discussion, suggestions were made to include Bulloch county residents and to make it a tiered prize structure. Other discussion points include the need to have guidelines in place before we begin, should these incentives be offered to the newly vaccinated only or to all the vaccinated, and whether or not to tie these incentives to a vaccination rate.

After further discussion, a motion was made to approve the funding for 200 \$50.00 gift cards for a total of \$10,000.00 for the upcoming vaccine clinic hosted by the City of Statesboro September 1st from 9 -11 am. And to approve an incentive program with the prize structure to be tiered, when a certain goal is met we would give out prizes and with a combination of those prizes going to both newly vaccinated individuals and the larger prizes at the end being made available to anyone in the City who is vaccinated. In addition, for city staff to prepare a strategic plan and present it at the next regularly scheduled Council Meeting on September 7th as to how this program will work.

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

3. Consideration of a motion to adjourn.

A motion was made to adjourn.

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

The meeting was adjourned at 12:14 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



PUBLIC HEARING MINUTES
August 31, 2021 12:00 pm

A Public Hearing was held on August 31, 2021 at 12:00 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2021 millage rate of 7.308 for property taxes.

Present was City Manager Charles Penny, City Attorney Cain Smith, Police Chief Mike Broadhead, Fire Chief Tim Grams, Director of Finance Cindy West and City Clerk Leah Harden.

Two citizens were present along with news media.

City Manager Charles Penny called the meeting to order.

There was no one to speak for or against the proposed 2021 millage rate.

There was no action taken.

The meeting was adjourned at 12:10 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



PUBLIC HEARING MINUTES
August 31, 2021 6:00 pm

A Public Hearing was held on August 31st, 2021 at 6:00 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2021 millage rate of 7.308 for property taxes.

Present were City Manager Charles Penny, Assistant City Manager Jason Boyles, City Attorney Cain Smith, Director of Finance Cindy West, Police Captain Carl Ramey, and City Clerk Leah Harden.

There were no citizens present.

City Manager Charles Penny called the meeting to order.

There was no one to speak for or against the proposed 2021 millage rate.

There was no action taken.

The meeting was adjourned at 6:05 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

RESOLUTION 2021-33: A RESOLUTION SETTING THE MILLAGE RATE FOR AD VALOREM (PROPERTY) TAXES FOR THE 2021 CALENDAR YEAR FOR THE CITY OF STATESBORO, GEORGIA AT 7.308.

THAT WHEREAS, cities in Georgia rely upon the ad valorem (property) tax as one of the major sources of revenue to finance general government operations and capital outlay acquisitions; and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia authorizes cities to levy an ad valorem tax, and details the requirements necessary to do so; and

WHEREAS, the City of Statesboro has complied with those requirements, including the advertisement of the proposed millage rate and a five-year history of levies; percentage increases; and whether a rollback of the millage rate was required; and

WHEREAS, after careful consideration of the FY 2022 Operating Budget and Capital Budget, the growth in the tax digest from new construction, and the recommendation from the City Clerk that the millage rate be set at the same rate as the prior tax year;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia assembled this 7th day of September 2021, as follows:

Section 1. That the millage rate for ad valorem (property) tax purposes for calendar year 2021 is hereby set at 7.308 mills on all of the taxable real and personal property within the corporate limits of the City of Statesboro, Georgia, after applying all legal exemptions, credits, tax relief grants, and similarly authorized deductions.

Section 2. The City Clerk is hereby authorized, empowered, and directed to have the necessary tax bills prepared and mailed, and to use any and all statutorily-approved methods to collect said property taxes in a timely manner.

Passed and adopted this ____ day of _____, 2021.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

September 2, 2021

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

FR: Kathleen Field, Director of Planning and Development

RE: September 7, 2021 City Council Agenda Item

Policy Issue: Proposed Affordable Housing Plan for the City of Statesboro, Georgia

Background: Earlier this year, the City contracted with the Coastal Regional Commission to develop an affordable Housing Plan. At the May City Council Workshop Meeting, a draft of this report was reviewed with the City Council and subsequently reviewed with the City's GICH (SHARC) Committee.

As a requirement for grant applications to the Community Housing Improvement Program (CHIP) and the Community Development Block Grant (CDBG), an approved Affordable Housing Plan is needed. Approval of this Plan will make the City more competitive in the application process for the above referenced grant opportunities.

Recommendation: Staff recommends approval of the proposed Affordable Housing Plan.

Budget Impact: None

Council Person and District: All

Attachments: Affordable Housing Plan for the City of Statesboro, Georgia

**Affordable Housing Plan
For
The City of Statesboro, Georgia**



**Prepared for
Statesboro Planning and Community Development
Department**



Prepared By the Coastal Regional Commission of Georgia

August 17, 2021



What Does Affordable Housing Mean: *Housing is considered affordable if that expense, including rent or mortgage paid by the occupant, is no more than 30% of family gross income. The current estimated annual median family income in Statesboro is \$29,000 (by the US Census Bureau). Thus, such families have an affordable housing expense potential of up to \$725 per month. The current median average housing expense for owner occupied homes in Statesboro valued at \$150,000 is estimated to be \$927 per month. The median average rent for a 2 BR apartment is estimated to be \$780 per month. These families and more than half of all Statesboro's families are very likely to be financially and severely burdened by their housing expense.*

INTRODUCTION

As recommended in the City's Comprehensive Plan and the recently adopted Urban Redevelopment Plan, the City of Statesboro commissioned the preparation of both a comprehensive Housing Market Study and an Affordable Housing Plan. The *Citywide Housing Study and Needs Analysis*, prepared by KB Advisory Group, was completed in June 2021 and much of its base information, data and appropriate recommendations has been used to develop this Affordable Housing Plan report.

The housing market in Statesboro is complex and dynamic because of its very large resident student population, over 17,750, in relation to its overall population estimated at around 33,000. Significant on campus housing (4,500 beds) and off campus privately built student housing (11,750 beds) complicate the analysis of Statesboro's housing needs and resources.

The Citywide Housing Study and Needs Analysis has forecast the demand for all future housing needs to meet the current demands and that of a growing population. That forecast includes a substantial current and future demand for affordable family and individual housing for low- tier (\$35,000), mid-tier (\$35,000 - \$75,000) and upper-tier (+\$75,000) income ranges, and for a growing senior citizen population estimated to increase 55% by 2040 to nearly 6,000. The study also analyzes the supply of new housing for each income level tier to determine the "gap" between supply and demand for each. The gap identified for all housing types and income levels within Statesboro is extensive for all tier categories, **but most severe in the supply of lower tier affordable housing**. This housing need will require new initiatives and leadership by the City of Statesboro.

The purpose of this Affordable Housing Plan for Statesboro is to recommend specific actions, policies and initiatives that can be undertaken by the City, private interests, and the non-profit community to meet the demand for affordable housing. By adopting this plan, the City of Statesboro will acknowledge the need, establish policies, and put programs in place to meet that need. A prerequisite for those actions is to inform and educate the citizens of Statesboro of the need for this plan and how the long-term benefits resulting from the implementation of its recommendations will benefit the community.

Please note, that data used in this report is, in most cases, estimated using base US Census data from 2010. As 2020 US Census data is released, the data in this report should reflect that most current data for housing and socio-economic conditions in Statesboro.

AN AFFORDABLE HOUSING PLAN

Background

The City of Statesboro was incorporated in 1803 and was long a center for production of Sea Island cotton. As the county seat for Bulloch County, it was likewise the commercial center of the immediate region and home to Georgia Southern University (GSU) established there in 1908 as an agriculture college. Between 1990 and 2021, student enrollment on the Statesboro campus increased from less than 5,000 to nearly 19,000 on and off campus students. Statesboro and Bulloch County experienced the same rapid growth largely created by the increased student population. Statesboro's population has increased from 15,854 in 1990 to an estimated 32,859 today, a more than doubling over 30 years. Bulloch County likewise experienced rapid population growth expanding from 43,125 in 1990 to an estimated 80,000 today, an 85% increase over the same period. Much of the county's growth outside of Statesboro is within a three-mile radius of the city considered part of its metropolitan area.

The current population of Statesboro is dominated by students attending GSU. It is estimated that 17,750 students (of the 19,000 enrolled) actually reside in Statesboro. This results in an **estimated non-student resident population of Statesboro of approximately 15,000.**

Prior to the rapid growth and expansion of GSU, Statesboro was a typical small community with older neighborhoods surrounding a vibrant downtown of retail and government centers. Those older neighborhoods exist today, with homes approaching 50 years of age and older. Today, those neighborhoods are surrounded by new housing developed since 1980, and a significant number of private off-campus student housing complexes with more than 4,700 apartment units and nearly 12,000 beds. The University has on-campus student housing totaling 4,475 beds.

Socio – Economic Profile of Statesboro Residents

Using data projected by the US Census Bureau for 2019 and 2021, the following is a profile of the socio-economic characteristics of Statesboro residents:

- | | |
|---|----------|
| • Total estimated Population (US Census) 2021 | 32,859 |
| • Total Daytime Population (US Census) | 37,601 |
| • Households | 11,241 |
| • Average Household Size | 2.37 |
| • Median Household Income | \$29,000 |
| • Number of Households with Less than \$35,000 Income Base | 42.2% |
| • Number of Households with \$35,000 - \$75,000 Income Base | 41.1% |
| • Estimated Number of Families Below Poverty Levels* | 42% |

*Federal defined level of \$21,719 for a family of 3

While this data is influenced by the student population, it is a reasonably accurate snapshot of the socio-economic profile of Statesboro residents. Compared to a similar profile of Bulloch County, the residents of Statesboro have a much lower Median Household Income (\$29,000 vs. \$50,000), a higher percentage living below poverty levels (42% vs 31%), have smaller households with 61% having 1 or 2 members, fewer homeowners (26% vs. 74%), and a higher number of families and individuals cost burdened by housing expense, 61% of renters and 27% of homeowners vs 54% and 23% in the County.

Employment opportunities in Statesboro are significant with over 16,000 local jobs. Interestingly, only 2,729 of these jobs are held by residents of Statesboro with 83% or 13,528 of those employed in the city commuting from outside the city. Most commute from the County in areas that have developed within the 3–mile ring around Statesboro. The second largest number who commute to jobs in Statesboro are from Savannah, 1 hour away. Many of Statesboro’s employed labor force, 6,564 or 70%, commute to jobs outside the city. These phenomena relate to the lack of housing choices and availability of an adequate supply of affordable housing and to a lack of higher paying jobs in Statesboro and the surrounding area.

EXISTING HOUSING SUPPLY IN STATESBORO

As previously noted, the rapid growth of GSU over the past 20 years has brought increased numbers of students and University staff to the city and the surrounding area. Most students are housed in the city near the GSU campus in privately built student housing apartment complexes. Unfortunately, the city failed to capture much of that growth within its downtown commercial core area and adjacent neighborhoods which are located within a mile of the University campus. Thus, the impact students could have brought to the core area has not been felt.

The number of housing units in Statesboro totals 13,392 and is made up of 5,477 single-family residences (including townhomes), and 7,915 multi-family apartments, duplex, and small complexes of rental housing (Reference Exhibit 1). A substantial number of the single-family housing units, 3,255 or 60%, were built prior to 1980 and are found primarily in neighborhoods surrounding Downtown Statesboro (Reference Exhibit 2). Single-family units built after 1980 are largely found in neighborhoods surrounding the City’s core to the East and South and total 2,200 units. Currently 38% of the City’s single-family housing is over 50 years old and much of that over 50 years in age (39%). A significant amount of that housing needs moderate to extensive rehabilitation (Reference Exhibit 3).

Between 2010 and 2020, a total of 195 new single family residential units were developed in Statesboro, plus 105 new townhomes and 18 new duplex units. This represents a total of 318 housing units over a 10- year period: an average of just 32 units per year. During the same period, 1,193 new residential units were developed in the county, primarily single-

family housing (1,126). Obviously, demand for new and affordable single-family housing has been partially met by newly constructed single-family housing in the County.

Since 1990, most multi-family housing has been developed in the city because of the availability of public water and sanitary sewer service. Most multi-family rental housing has been developed for students enrolled at Georgia Southern University primarily around the perimeter highway to the South and East of the University. Currently, private student housing totals approximately 4,700 units with 11,745 beds (bedrooms). On-campus student housing totals approximately 4,475 beds. Current vacancy rates for both on and off-campus student housing are higher than normal due to the COVID 19 Virus Pandemic.

An estimated 1,280 newer traditional apartment units for families and individuals have been developed around the City's perimeter in recent years. Some of these units are occupied by student groups. The remaining smaller multi-family housing units totaling 1,935 are scattered throughout the city and are considerably older. These also include 803 subsidized multi-family rental units for both elderly and families. Little affordable rental housing has been developed in recent years and an increasing number of older single-family residences in older neighborhoods are being converted to rental housing.

Following is a statistical summary of housing types, age, and condition within Statesboro:

- **Total Estimated Number of Housing Units - Statesboro: 13,392 (Reference Exhibit 1):**
 - Total Single-Family Units (incl TH Duplex) – 5,477
 - Multi-Family Units (including student housing multi-bed units) – 7915.
 - Traditional Multi Family – 1280 Units
 - Student Apartments – Est. 4560 Units (11,750 Beds)
 - Subsidized units – 803
 - Other housing units – 1272
 - Total Occupied Rental Units – 74%
 - Total Owner–Occupied Units – 26%
 - Vacant – Est. 5% (mostly student housing)
- **Age of Single-Family Housing (Reference Exhibit 2):**
 - Pre 1960 – 1,425 (26%)
 - 1961 – 1980 - 1,830 (33%)
 - 1980 – 1999 – 1,472 (27%)
 - 2000 – 2019 – 750 (14%)
 - Note: Most multi-family housing has been built since 1990.

- **Condition of Single - Family Units (Reference Exhibit 3):**
 - Poor – 120 (2%) Requiring demolition or substantial rehabilitation.
 - Fair – 366 (7%) Requiring moderate rehabilitation.
 - Average–2627 (48%) 20% - 30 % to require modest rehabilitation.
 - Good and Excellent – 2354 (43%)

- **Median Value of Owner-Occupied Home - \$133,685** (There are estimates ranging from \$115,000 to 145,000 for Median Home Values from other sources)
 - Owner-Occupied Housing Unit Value up to \$150,000 60%
 - Value Between \$150,000 - \$250,000 24%
 - Value Over \$250,000 16%

- **Median Family Household Income – \$29,000**
- **Median Gross Mortgage Payment - \$927**
- **Median Gross Rent Payment - \$780**
- **Calculated 30% of MHI for Housing Expense - \$670/month.**

From this socio-economic and housing data for Statesboro, it is easily seen that there are serious issues affecting the availability of supply of affordable housing within the City. This is not only true for lower cost housing but middle to upper income tier ranges for affordable housing. From an examination of housing sales data, it is highly likely that much of the affordable housing, in terms of required rent or mortgage payments, is being met by the purchase or rental of older housing in core neighborhoods and likely in substandard condition. Much of the middle- and upper-income tier housing need is being met outside of Statesboro in the County. These facts were recognized in the City’s 2019 update of its Comprehensive Plan in its statement of Housing Goals, as follows:

- Provide safe, clean, and affordable housing choices to all Statesboro residents.
- Remove deteriorated structures throughout the city.
- Increase homeownership throughout the city.
- Supporting Policies
 - Redevelop some of the deteriorating manufactured housing stock into higher density and/or mixed-use development.
 - Acquire and demolish vacant and dangerous buildings that do not meet minimum property management codes.
 - Focus redevelopment activity in the central portion of Statesboro to promote a more defined town center.
 - Develop multi-family options for residents who may not be able to purchase single family- homes.
 - Partner with private sector and/or government agencies to develop housing assistance programs.
 - Utilize the urban redevelopment plan for development decisions.

Many of these steps have been taken by the City, most notably an increase in code enforcement staff, adoption of a Minimum Property Standards Code, establishment of an Urban Redevelopment Area and adoption of an Urban Redevelopment Plan.

THE STATESBORO URBAN REDEVELOPMENT AREA (URA)

In January 2021, the Statesboro City Council approved the creation of an Urban Redevelopment Area (URA) for its downtown area and adjacent commercial corridor connecting downtown Statesboro to Georgia Southern University PLUS four surrounding neighborhoods in declining condition. This action was in response to the City's awareness of the deteriorating housing and neighborhood conditions in the URA.

Based on the declining physical condition of housing within four identified neighborhoods within the URA (Johnson Street, MLK, Whiteville and Mulberry), the City adopted an Urban Redevelopment Plan (URP) and selected the Johnson Street Neighborhood as its top priority for early code enforcement and housing rehabilitation activity. By doing so, the city has positioned itself to take advantage of certain grant programs to assist it with implementing Revitalization Area Strategy Plans for each neighborhood.

Following are the statistical profiles of population and housing characteristics for the URA (CRC Estimates based on US Census 2019 Census Block Group Estimates):

- Total Estimated URA Population: 5,690
- Estimated Households - 2400
- Average household size - 2.37
- Median Household Income – Estimated at \$20,000 – \$25,000.
- Number of Household with less than \$35,000 income base – 75%
- Estimated Number of Families Below Poverty Level – 45%

Following are the housing profiles for the four neighborhoods within the URA. (Largely obtained from the Bulloch County Tax Assessor and US Census 2019 Block Group Data)

Total Number of URA Housing Units: Reference Exhibit 1

- Total Estimated Single-Family Units – 1,539
- Multi - Family Units (including subsidized Public and Section 8 Housing) – 800
- Total SF Rental Units – 889 (58%)
- Owner – Occupied SF Units – 600 (42%)
- Vacant SF Units - 50 (3%)

Age of Single-Family Housing: Reference Exhibit 2

- Pre 1960 – 925 (60%)
- 1961 – 1980 - 614 (40%)
- 1980 – 2019– Insignificant

Condition of Single-Family Units - URA: Reference Exhibit 4.

- Poor – 113 (8%)
- Fair – 313 (20%)
- Average – 677 (44%)
- Good – 436 (28%)

Median Owner-Occupied Home Value (Primarily single family) - \$115,000 and less

Median Gross Mortgage Payment - \$700 - \$850/ month

Median Gross Rent Payment - \$600 - \$750.00/ month

Calculated 30% of Average MHI for Housing Expense - \$540.00/ month.

These socio economic and housing conditions highlight a real challenge for the City to improve and expand the availability of decent safe and adequate affordable housing. For example, the Median Gross Rental required for units within the URA, causes an affordability “gap” of \$100 – \$210 / month for many of its families and individuals. For home ownership, the “gap” is even larger, \$160 – \$310 per month.

Housing sales data for the period between January 2015 through April 2021, indicates that most home sales in an affordable range have occurred within the URA targeted neighborhoods. However, a closer examination of these sales, particularly in ranges below \$100,000, indicated that these units likely require moderate to major rehabilitation. Many have been purchased by investor individuals and groups for apparent rental income purposes. Few newly constructed homes were sold within the URA.

Other factors influencing housing conditions and the lack of new housing development within the URA, include vacant and dilapidated housing structures, visually estimated to total over 100, throughout the neighborhoods. There is likewise a proliferation of trash filled lots and abandoned vehicles which is currently being addressed by the City’s code compliance staff. The recent funding of major park improvements in two of the target neighborhoods will have a positive effect on the Johnson Street and MLK neighborhoods, as will the correction of several major drainage issues.

An underlying major issue is the economic condition of many families living in the URA. Access to employment opportunities offering upward mobility is limited and need to be addressed. The City has recently funded a public transportation program which will improve access for residents in the URA to better employment opportunities. The revitalization of Downtown Statesboro and the completion of the Blue Mile corridor initiative will likewise bring economic opportunity to many of the nearby residents within the URA.

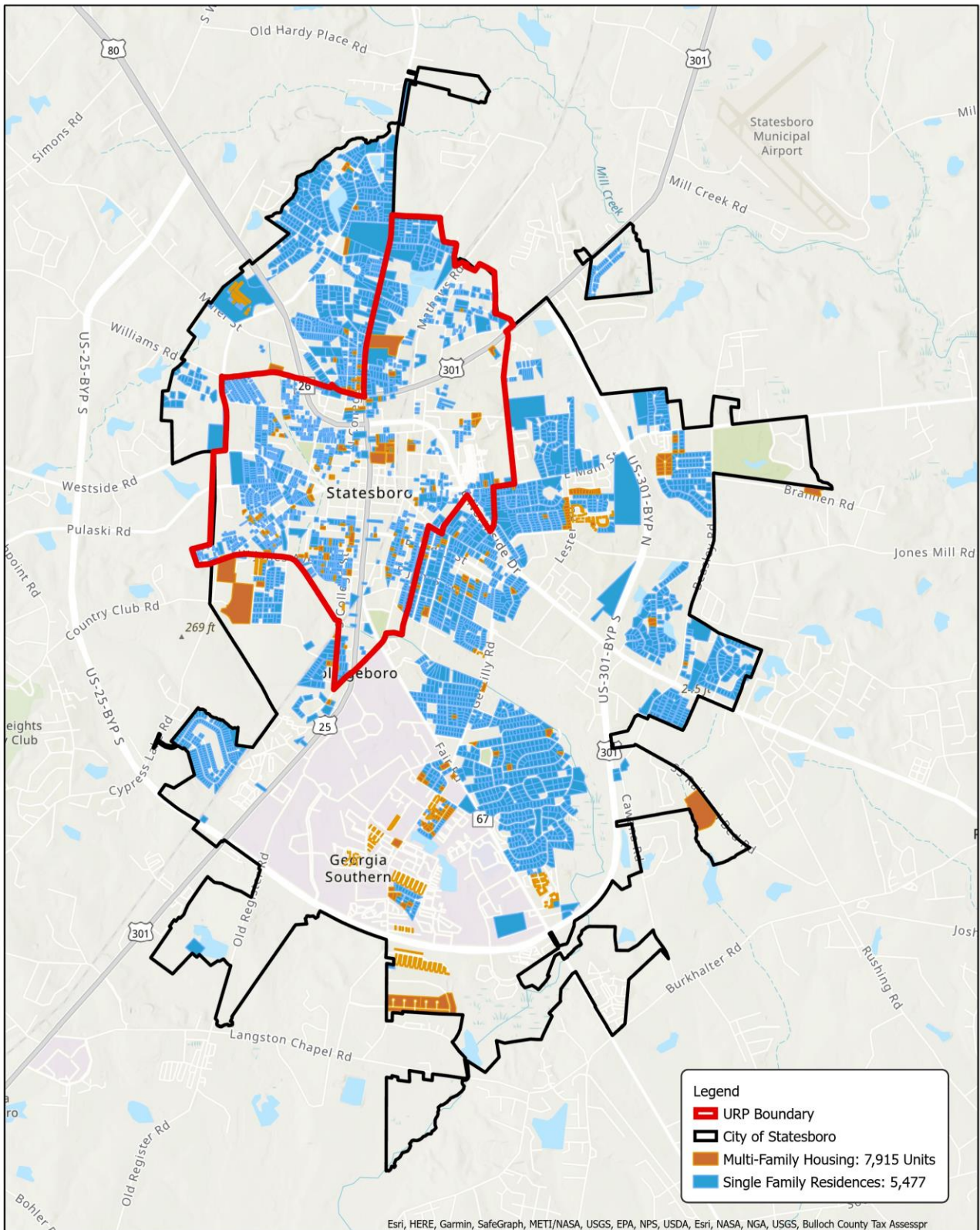


Exhibit 1

Single and Multi-Family Residences
City of Statesboro, Georgia



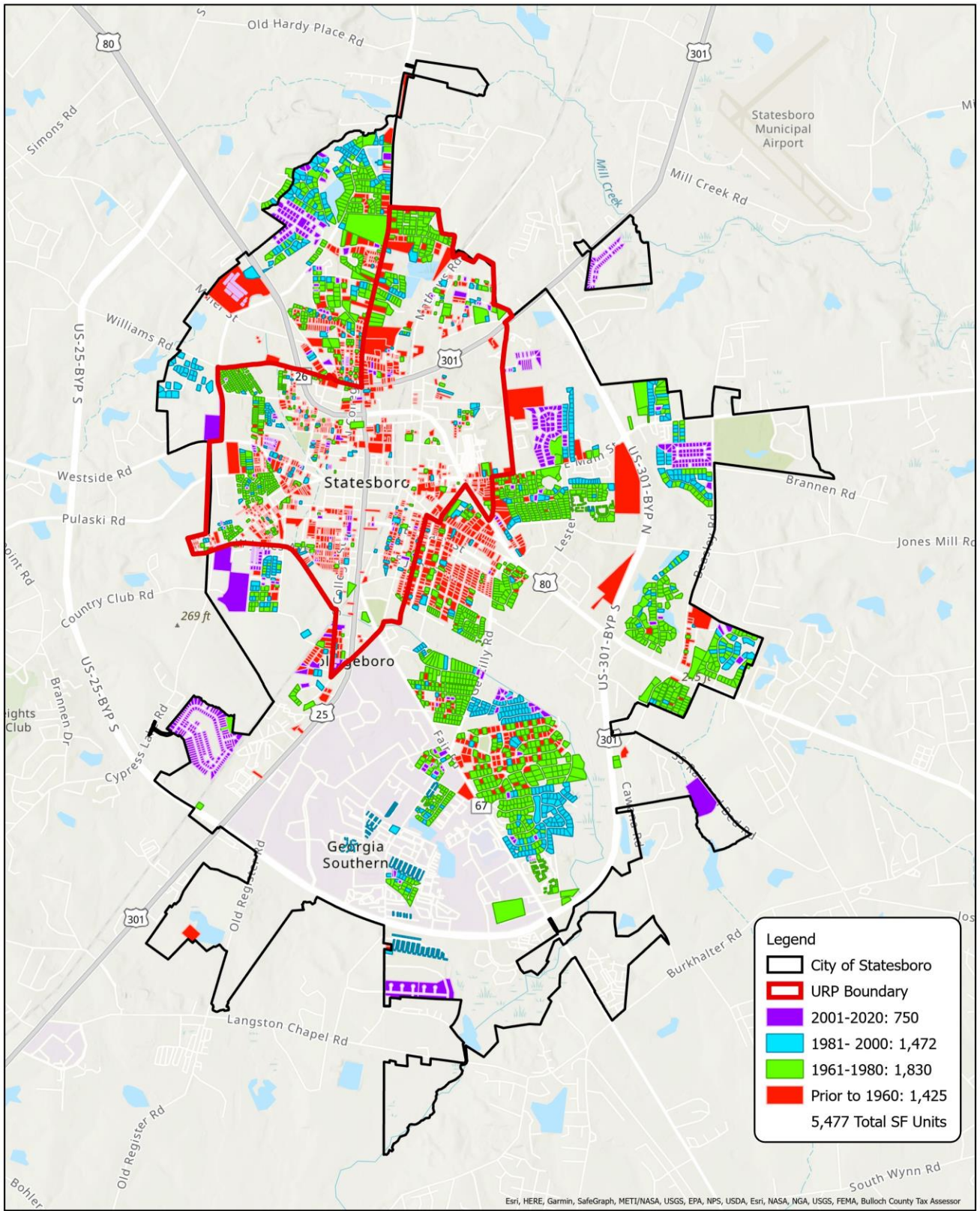


Exhibit 2

Age of Single Family Housing
City of Statesboro, Georgia



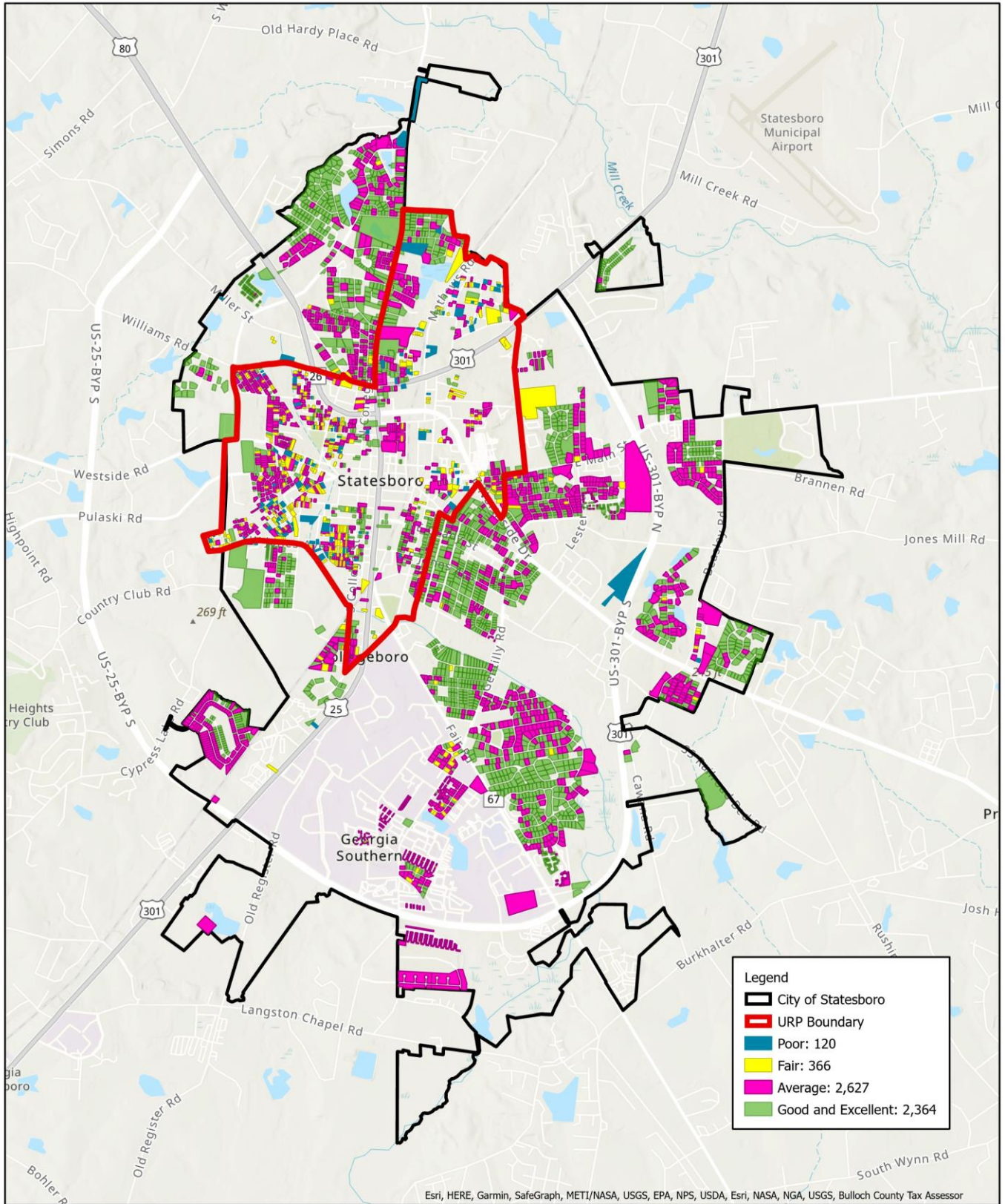


Exhibit 3

Single Family Housing Conditions
City of Statesboro, Georgia



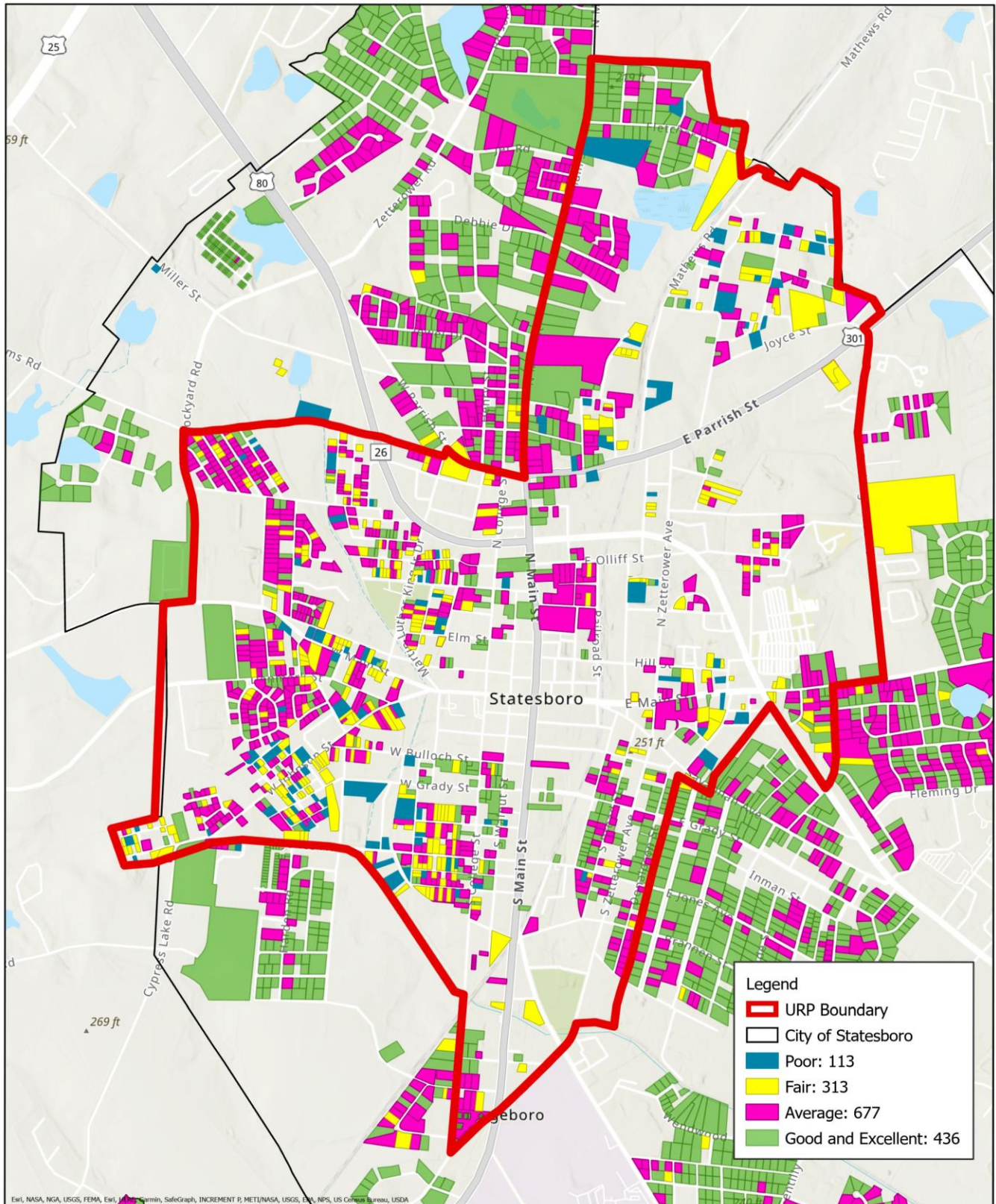


Exhibit 4

Single Family Housing Conditions
 Urban Redevelopment Area
 City of Statesboro, Georgia



Current Housing Programs and Opportunities in Statesboro:

New “starter homes” generally priced at around \$150,000 require a Median Family Income (MFI) of at least \$40,000/year. Most starter home units (over 85%) are currently being built outside the City in Bulloch County. The selling price of these homes currently exceeds \$150,000 and is rising rapidly due to higher building material costs. This exceeds the affordability limits of many families seeking lower tier housing opportunities.

Habitat for Humanity currently sells and builds 2 – 3 homes per year. The Habitat homes will generally be within reach of families whose family income is at or slightly above the MFI for Statesboro. Habitat has been limited in its ability to provide affordable housing due to a lack of funding to support the program and the lack of volunteer labor to build them. It is a well-developed program of meeting the needs of families seeking affordable homeownership.

Federal and State Tax Credit Housing Programs have recently sparked interest among developers of affordable housing with the recent establishment of the Urban Redevelopment Area and adoption of an Urban Redevelopment Plan. Currently, a project is being developed for a phased development of as many as 100 units of elderly housing on a site owned by the public school system and within the Urban Redevelopment Area.

The City recently adopted a Subdivision Incentive Ordinance offers developers a basket of financial assistance to help lower development costs of subdivisions within the city. The program is designed not only to assist affordable housing development but mid to upper market housing subdivisions as well. The first applications for the program were received in March 2021.

SUPPLY OF AFFORDABLE HOUSING UNITS

As identified by the data, the supply of housing in recent years for the Statesboro market has been primarily for student housing in large multi-unit complexes and “starter homes” built and sold in the \$150,000 - \$200,000 range for families. Virtually all multi-family housing has been developed inside the City of Statesboro because public water and sanitary sewer service is only available there. Most, about 85%, of new single-family housing has been developed in the County, primarily within a three-mile ring surrounding Statesboro in the lower, middle, and upper tier income and pricing categories.

Building Permits for New Housing

Within the City of Statesboro, between the years 2010 and 2020, 318 residential structures were built: 195 single family, 105 townhomes and 18 duplexes, for an average of 30 units per year. During the same period, over 1,000 units of multi-family student housing was developed.

During the same period, 2,052 residential units, virtually all single family, were built in Bulloch County. Most of these homes, 1,193, were located within a 3-mile radius of the

Statesboro City Limits. This represents around 200 new housing units per year, nearly a 7-fold increase above the city.

Beginning in the late 1990's and until the early 2000's, the city experienced a significant surge in multi-family housing primarily to serve a rapidly increasing student enrollment at Georgia Southern University. During this period, nearly 3,000 units of student purposed multi-family housing was built providing approximately 7,500 student beds. A scant 200 – 250 units of traditional multi-family housing was developed during this period in addition to approximately 300 units of assisted multi-family rental housing.

The current average annual supply of multi - family housing units within the city is estimated at 53 units per year and, specifically for students, 211 units per year. It should be noted that, currently, the University has no plans to develop student housing on campus.

Sales of New Housing

The sales of newly built housing have been most prominent in the County, particularly in the afore mentioned three-mile ring around Statesboro.

Between 2015 and through 2020, a total of 888 single family homes were sold in Bulloch County for an average of 150 per year. During the same period, only 34 single family units and 28 townhomes were sold in the city for a combined average 10 units per year.

Sales prices for new homes in Statesboro have tended to be lower on average than in Bulloch County, with most homes selling for slightly less than \$150,000. On the other hand, homes in the County have been selling in the \$150,000+ range and in recent years, above \$200,000 and \$250,000, to middle tier income purchasers.

In summary, 83% of all new home sales over the past 5 years have occurred in the County.

It should be noted that there has been a significant increase in home building costs, over 40% for some building materials, which has and will continue to impact the sales price for entry level homes pricing.

Availability of Existing Single-Family Housing for Resale

From an examination of home sales data provided by the Tax Assessor, the re-sale of homes within the city tends to average 25 – 30 units per year. It is noted from this data, that as many as 50% - 60% are transactions below \$100,000. About half of these sales went to investors indicating that the units are likely to enter the rental market. At these sales prices, these units could be a source of affordable housing for many families. However, it is also noted that the location of these units being sold are within declining neighborhoods situated in the city's core area and within the Urban Redevelopment Area. This would indicate than many of these homes, whether being purchased by an investor intending to create an income property

or another homeowner, require modest to major rehabilitation based on inspection by the Tax Assessor's staff.

Multi-Family Housing (Other than Student Housing)

There are an estimated 2,400 family or individual rental housing units in Statesboro, plus 803 units of rent subsidized housing. Current rental rates are in the \$750 to \$1,200 range depending on location, size of unit and amenities. A typical 2 bedroom, modern and recently constructed unit will rent in the \$1100 per month range. Older and perhaps less desirable 2-bedroom rental units typically rent for \$750 per month.

Typically, for families and individuals to be able to find affordable rental property in Statesboro, they must look to subsidized rental housing, older and smaller rental unit complexes or older single family or duplex homes. These units often require rehabilitation and are in declining neighborhoods. Rental rate data for these units is not readily available, however US Census estimates indicate the rental rates for such units ranges from \$400 to \$750 per month.

Vacancies for non-student multi-family rental housing are currently estimated at 2.5%.

Conclusions – Supply of Affordable Housing:

- Most sources concede there are virtually NO vacancies in most lower tier affordable housing categories within Statesboro. Currently, all subsidized rental housing has waiting lists.
- Most of the affordable low and middle tier new home opportunities can only be found in the County within the 3 – mile ring surrounding the city and even that is limited in the lower price ranges at around \$150,000.
- There is only a very limited supply of new affordable housing being developed within the city in either single family or multi-family units and even less at affordable rates.
- The opportunity to find affordable housing in the re-sale market is difficult, unless the purchaser is willing to invest in a home requiring modest to significant rehabilitation. The location of this housing will most often be found in declining city core neighborhoods.
- **Thus, it can be concluded that the availability of decent, safe, and sanitary housing in Statesboro is severely lacking.**

THE DEMAND FOR AFFORDABLE HOUSING

There are many factors affecting the demand for affordable housing.

First, is household income. Generally, families and individuals with annual incomes of \$35,000 or less will be looking for affordable housing in the lower tier of the housing marketplace. This typically means a purchase price of around \$110,000 or a rent rate of no more than \$850 per month. Over 60% of Statesboro's families have annual incomes less than \$35,000.

For Statesboro, the Median Family Income is currently estimated at around \$29,000, even lower within the core area neighborhoods in the Urban Redevelopment Area. This represents a purchase capacity for a home of \$100,000 or less or a rent rate of under \$650/month that can be considered affordable for many families.

Second, is the type and size of housing desired or required by families. From a survey conducted as part of the *Citywide Housing Study*, respondents, 25% of which had family incomes \$35,000 or less:

- Preferred homeownership in a single-family detached home (67%) although a number would choose or consider a townhome (50%)
- Preferred to live in the city of Statesboro (56%)
- Looking for housing priced at \$200,000 or less (50%)
- Looking for monthly rental housing at \$750 or less (42%)
- Want to live closer to their place of employment (40%)
- Those seeking alternative housing to what they have now are looking for purchase (54%) or rental (46%).

Most respondents, however indicated they were basically satisfied with their current housing in terms of size, location, and condition. 20 – 25% indicated dissatisfaction with one or more of these factors.

Third, much of Statesboro's labor force, 13,000 out of a total labor market having 16,257 jobs, or 83%, commute daily into the city from either the County or the surrounding area, including Savannah 40 miles away. This is an exceptionally high number for any community, and it can reasonably be concluded that the lack of housing opportunities in Statesboro has had a direct effect on this pattern.

Lastly, is population growth and, in the case of Statesboro, student growth. Since affordable student multi-family housing demand is either met by the provision of on-campus dorms or privately built student housing, this report will focus on the affordable housing needs of non-student Statesboro residents and potential growth of the City and County.

The *Citywide Housing Study and Needs Analysis* has projected annual housing demand for Statesboro over the next ten years as follows:

- **A total annual housing demand annually over the next ten years of 645 units made up of:**
- 235 single family units
- 88 townhome units
- 163 small multifamily units (duplex, Triplex and quads)
- 159 units in large multi-family complex (including student housing)

The annual demand for sales housing totals 176 new units and is made up of:

- 105 single family units
- 61 townhome units
- 10 large or small multi-family units (condo)

The annual demand for rental housing totals 467 new units annually and is made up of:

- 130 single family units
- 27 townhome units
- 158 small multi-family units
- 154 large multi-family units

Student housing needs are included in the above demand; most of that demand being for multi-family housing and most likely in large units offering “multiple bedrooms”. For purposes of this study, it is assumed that the demand for traditional (non-student) multi-family housing will be around 150 – 175 units each year.

The following income groups make up that demand:

- 60% with annual family income of \$35,000 or less. (Lower Tier)
- 18% with annual family income of \$35,000 - \$50,000 (Lower – Middle Tier)
- 13% with annual family income of \$50,000 - \$75,000 Upper Middle Tier)
- 9% with annual family incomes greater than \$75,000 (Upper Tier)

It is forecasted that those families earning \$35,000 or less will likely look to fill their housing needs with new sales or re-sale housing (77-unit demand) or rental housing (310-unit demand) with a strong preference for single family rental housing.

Summary and Conclusions:

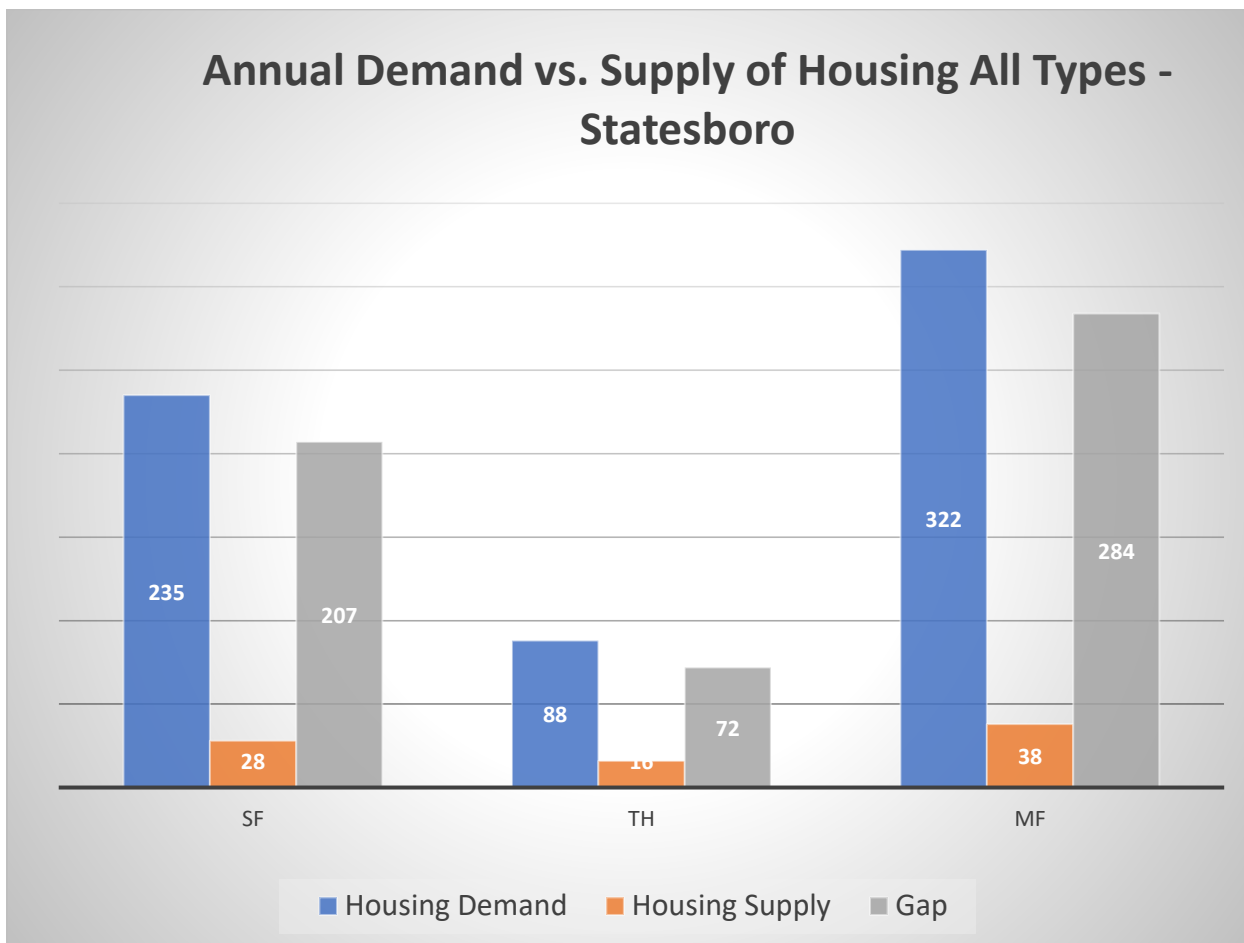
The affordable housing demand for Statesboro families with incomes \$35,000 or less totals approximately 387 units per year when student housing is not included. That demand is split between sales (homeownership) 77 units and rental 310 units.

THE GAP BETWEEN SUPPLY AND DEMAND FOR AFFORDABLE HOUSING

The *Citywide Housing Study* has determined the gap, or unmet demand, for various types of housing in Statesboro. This Affordable Housing Plan will focus on the gap between housing supply and demand for the annual family income group at \$35,000 or less.

To begin with, the gap between demand and supply for all housing demand and income groups within the Statesboro market is extremely large, ranging from 82% to 88%. **For the lower income group that gap is 98%.**

Thus, this Affordable Housing Plan must focus on recommendations to increase supply almost as though NONE of the demand for affordable housing has been or is currently being met by private, non-profit, or public enterprises.



A PLAN TO STIMULATE THE DEVELOPMENT AND RETENTION OF AFFORDABLE HOUSING

There are numerous tools municipalities can use to promote the development of affordable housing. ***No one tool is more effective than establishing affordable housing as a city priority and then implementing policies and programs directed toward the retention and additional supply of affordable housing and revitalization of deteriorating neighborhoods.***

The City of Statesboro has already taken these initial steps to address the issues of affordable housing.

- Commissioning the preparation of a Citywide Housing Study and Needs Analysis and this Affordable Housing Plan as recommended in its Comprehensive Plan.
- Establishment of an Urban Redevelopment Area.
- Adoption of an Urban Redevelopment Plan.
- Became a Georgia Housing Initiative Community (GHIC) member.
- Re-established the Bulloch County – Statesboro Land Bank Authority; and
- Appointed a new Board of Directors for the Statesboro Housing Authority.

By considering and then adopting the following tools and policies and perhaps others, the City will be better able to attack and solve its substantial affordable housing needs particularly for low tier income demand:

Retention of Affordable Housing Through Housing Rehabilitation and Neighborhood Revitalization – Implementation of the Urban Redevelopment Plan – **A Top Priority:**

Most of the affordable housing in Statesboro is existing single-family homes and small clusters of multi-family housing (duplex, triplex, quadplex and apartments) located in core area neighborhoods surrounding Downtown Statesboro. The total number of these housing units is approximately 1,800 with 60% - 70% of these being rental units. A large percentage (75%) of these units were built before 1980; 50% before 1960. Only 30% are considered in good or better condition.

For this reason, the City of Statesboro has established an Urban Redevelopment Area (URA) within its central core area which includes its commercial and government centers and surrounding residential neighborhoods. It has also adopted an Urban Redevelopment Plan (URP) with broad objectives for revitalizing these neighborhood areas and the redevelopment of Downtown Statesboro as the major activity center for the city.

A major focus of the URP is the revitalization of four core area neighborhoods (Johnson Street, MLK, Whiteville and Mulberry) within the URP through housing rehabilitation, development of new affordable housing, removal of dilapidated structures and blighting influences, improvements to basic infrastructure and enhancement of neighborhood amenities. Successful implementation of such a program can create diverse housing opportunities for

mixed income groups and bring new employment and economic opportunities not currently available to its residents.

Likewise, **without this neighborhood revitalization aspirations of a vibrant downtown and a connecting entertainment and retail corridor connecting it to the University will be difficult to achieve.**

The city has made affordable housing a priority. It should task the Planning and Development Department to develop a plan to add housing and neighborhood revitalization as a function within the Department for consideration by the City Council. **By approving and implementing such a plan, the city will greatly enhance its chances in obtaining competitive grants through the Community Development Grant Program (CDBG), the Community Housing Investment (CHIP) Programs and other Federal and State Programs that might become available in the future.**

CDBG and CHIP GRANTS:

The preparation of a Revitalization Area Strategy and Plan (RAS) for the Johnson Street Neighborhood (top priority neighborhood within the URA) is currently underway. City staff has begun a series of neighborhood meetings with the assistance of neighborhood non-profits, churches, and the local NAACP organization. Adoption of the RAS for Johnson Street is expected by the end of 2021 in time to be included as a part of the submittal of a CHIP HOME grant application in early 2022 and followed by a CDBG Application in mid - 2022. Completion of the RAS will entitle the city to earn bonus points in the scoring of their CDBG applications by DCA as well as bonus points for the CHIP grant through the adoption of this Affordable Housing Plan.

The major focus of these financial assistance programs administered by the Georgia Department of Community Affairs, will be for existing housing rehabilitation, the construction of new affordable housing opportunities (using CHIP funds), removal of blighted structures and other conditions adversely affecting the neighborhood and improvements to public infrastructure. This will begin a long but badly needed and focused program to retain affordable housing and desirable living conditions within Statesboro's core neighborhood areas. It is estimated that it will take 15, perhaps 20 years, to complete the program within all neighborhoods in the URA.

For the city to position itself to be awarded competitive grants for housing rehabilitation and neighborhood revitalization, it is recommended that the following be undertaken:

1. Implement a plan to create a Neighborhood Revitalization and Housing Rehabilitation Program within the Planning and Development Department. This will need to include the addition of experienced staff or contracting for those services with private firms and/or assistance from the Coastal Regional Commission.

2. Develop policies and procedures to assist property owners in rehabilitating their homes, including investor – owned properties. These policies and procedures should also address loans and grants that might be available through a city sponsored Revitalization Area Strategy Program.
3. Encourage and seek commitments from property owners, including investor owners, to support and participate in the neighborhood revitalization program through the rehabilitation of their property.
4. Continue an aggressive Property Maintenance Code enforcement program and, with statistics, show that the City has achieved specific goals.
5. Develop an inventory of completed housing inspections, work write ups and improvement cost estimates for homes in concentrated Target Areas and solicit property owner agreements to participate should needed and qualifiable financial assistance be available.
6. Design infrastructure projects to improve the physical characteristics and appearance of the Target Area and Neighborhood.
7. Complete a Revitalization Area Strategy (RAS) for each target neighborhood within the URA and identify specific projects and project areas within each neighborhood. Seek neighborhood participation and buy-in to the program and plan.
8. Conduct an annual review of the implementation of the recommendations included in this Affordable Housing Plan.

GICH Committee

The Georgia Initiative for Community Housing Initiative (GICH) offers communities a three-year program of collaboration and technical assistance related to housing and community development. The objective of the initiative is to help communities create and implement a locally based plan to meet their affordable housing needs.

The City of Statesboro became a Georgia Initiative for Community Housing (GICH) participant in 2019 and is now in the second year of its activities. The GICH Committee has become increasingly engaged in the following work to promote and facilitate the development of affordable housing being undertaken by the city:

1. Initiated a community socio-economic survey within the Johnson Street neighborhood.
2. Hosted neighborhood meetings within the Johnson Street Neighborhood to provide knowledge of potential programs being considered by the city.
3. Held monthly meetings to review and provide input for housing policies and programs being considered by the City.
4. Conducted periodic reviews of the progress being made in developing this Affordable Housing Plan and the Revitalization Area Strategies (RAS) plan for core City neighborhoods.

It is recommended that the GICH Committee serve as the vehicle for outreach to the non-profit and faith-based organizations in the community to enlist their support and participation in the creation of affordable housing.

Expand the Supply of Affordable Housing with Temporary or Interim Units

There is a current and urgent need for decent safe and sanitary housing in Statesboro. There is strong visual and verbal evidence (from community police force officers) that families are living in unsafe and unsanitary housing that likely will require demolition. In most cases, it is reported that the families have no affordable options nor are affordable “standard condition” units available. The Statesboro Housing Authority reports only one vacancy with a waiting list.

It is recommended that the city take immediate steps to create a supply of decent, safe and sanitary housing. For example, mobile homes could be leased, placed on public or leased land, connected to utilities and be made available as temporary housing for families in need. Also, as an option, residential, commercial, or even industrial buildings could be re-purposed as temporary housing. Steps such as these and certainly others could ease the immediate needs of families until permanent housing can be developed through new construction or rehabilitation of existing units.

Develop the Capacity of Non-Profit Organizations to Provide Affordable Housing

In early 2000, the City of Statesboro developed a partnership with the Statesboro Chapter of Habitat for Humanity to assist in completing the construction of 25 units of affordable housing funded by CDBG and CHIP Programs. That partnership could be duplicated with other non-profit entities in the city to increase the local capacity to provide decent, safe and affordable housing within the community.

Given that the city has a priority of increasing its very low home-ownership percentage (currently around 25%), non-profit entities could help the city not only by providing affordable housing but increased homeownership as well. Churches and other non-profits could become sponsors of new affordable housing the URA neighborhoods where dilapidated or abandoned housing or lands were cleared by the city.

The City should consider providing the necessary leadership and resources to develop the capacity of non-profits to become partners in solving the city’s affordable housing challenge.

Bulloch County/City of Statesboro Land Bank Authority:

Both the County and the City have previously created a Land Bank Authority and are now in the process of forming its Board of Directors and operating policies. Land Banks are a potentially useful and valuable tool in returning tax-delinquent properties to the tax rolls by acquiring the interest in the property, clearing ownership issues, extinguishing delinquent tax and utility fines and liens, and then turning over the property to an entity who will develop

affordable housing and return the performing property to the tax rolls. The Land Bank Authority can receive donations of property from private or public interests.

Statesboro Housing Authority

The Statesboro Housing Authority currently manages 148 units of family and elderly public housing in Statesboro. Public housing is no longer a core affordable housing development tool, but the Housing Authority can greatly assist by being an information conduit for Section 8 housing vouchers (a program designed to replace public housing using privately developed and owned affordable housing). Currently, families and individuals must contact the Georgia Department of Community Affairs in Atlanta to obtain assistance and the Section 8 vouchers to obtain affordable housing. Likewise, the Housing Authority can be an advocate for the preservation and development of affordable housing and assist in attracting affordable housing developers to Statesboro.

Use of Publicly Owned Land for Affordable Housing

Tax records show there are numerous sites within Statesboro owned by the city, Board of Education and Bulloch County that could be suitable for the development of affordable and perhaps market rate housing. The city should initiate and complete an inventory of all publicly owned land and make such appropriate sites available for affordable housing if not needed for other public purposes.

Encourage and Facilitate Non-Profit and Civic Entities to Sponsor and Develop Affordable Housing

Non-profit entities including churches and other organizations having places of worship, civic clubs, and social organizations have not historically engaged in the development of affordable housing as a sponsor/owner in Statesboro.

The City should reach out through its Planning and Development Department housing staff to these institutions and encourage them to develop affordable housing for low-income families and individuals (including the elderly) as well as help develop financing plans using loan and grant programs from State and Federal sources.

Federal Tax Credit Programs

There are two Federal and State Housing Tax Credit programs that can be made available to developers to facilitate and encourage the development of affordable housing. The Housing Tax Credit Program allocates federal and state tax credits of 9% and 4% to developer - owners of qualified rental properties who reserve all or a portion of their units for occupancy for low-income tenants.

The Georgia Department of Community Affairs offers a streamlined, single application process to access funds available through the HOME Rental Housing Loan and Housing Tax

Credit programs. Applicants can apply for 9% Tax Credits through the yearly Competitive Scoring Round and/or 4% Tax Credits (for Bond Financed Developments).

DCA's process for allocating funds through the Georgia Housing and Finance Authority is outlined in Georgia's Qualified Allocation Plan (QAP). This document describes (1) the federal and state resources available for financing rental housing through the plan, (2) the legislative requirements for distributing these resources, (3) the State's preference for the location and type of such housing, (4) the process used for evaluating applications and awarding these resources, and (5) program compliance requirements and procedures.

Creation of a Community Housing Development Organization (CHDO)

A CHDO is a private nonprofit, community-based organization that has staff with the capacity to develop affordable housing for the community it serves. To qualify for designation as a CHDO, the organization must meet certain requirements pertaining to their legal status, organizational structure, and capacity and experience.

CHDOs are established solely to provide access to a certain set-aside of federal HOME program funds. Federal regulations require the participating jurisdiction (PJ) to set aside 15 percent of each fiscal year's HOME fund allocation specifically for CHDO development-related activities. The HOME Regulations permit the PJ to spend up to 5 percent of its fiscal year's HOME fund allocation on operating expenses for qualified CHDOs; *however, this is not mandatory.*

CHDO funding may be available for the following types of activities:

- **Development projects:** Including new construction or acquisition and/or rehabilitation of rental housing, transitional housing units or single-family homes for homeownership opportunities (including project-specific down payment/closing cost assistance)
- **Operating funds:** In conjunction with a development project.

The CHDO must have a formal process for allowing low-income housing program beneficiaries to advise the organization in its decisions regarding the design, development, and management of all HOME-assisted or HOME-eligible affordable housing developments. The organization's governing body should have up to one-third of its membership residents of low-income neighborhoods, other low-income community residents, or elected representatives of low-income neighborhood organizations. The organization must have a history of serving the service areas where HOME-assisted or HOME-eligible housing is located and employ staff that have the capacity to carry out affordable housing development.

The Department of Housing and Urban Development can aid communities that wish to establish a CHDO. In many communities, the local Public Housing Authority acts as the CHDO and partners with developers of affordable housing to access the HOME set aside.

Housing Choice Voucher Program (Section 8 Housing Certificates)

The Housing Choice Voucher Program, also known as Section 8, is part of Georgia's comprehensive housing program administered by the Georgia Department of Community Affairs (DCA). This is a tenant-based rental assistance program that assists extremely low moderate-and low-income individuals and families to rent safe, decent, and affordable dwelling units in the private rental market. The program was created by the Housing and Community Development Act of 1974 and is funded by the United States Department of Housing and Urban Development (HUD).

The goals of the Housing Choice Voucher Program (HCV) are to:

1. Provide improved living conditions for extremely low- and low-income individuals and families while maintaining their rent payments at an affordable level.
2. Affirmatively further fair housing for individuals and families.
3. Promote freedom of housing choice and integrate lower income and minority persons into mainstream neighborhoods.
4. Provide decent, safe, and affordable housing for eligible participants.
5. Provide an incentive to private property owners to rent to lower income persons by offering timely subsidy payments.

The Department of Community Affairs provides the subsidy payment directly to the landlord on behalf of the program participant. The amount of the subsidy is based primarily upon the participant's income. DCA administers the program in Statesboro.

Families who meet program and income eligibility are selected from DCA's wait list when funding and vouchers are available. Once a family is selected for a Housing Choice Voucher, they are required to attend an informational briefing about the program rules and their obligations to the program. When the family receives their voucher, they are responsible for finding a housing unit that meets their voucher size. Once the family finds a unit that meets their voucher standard and the unit passes HUD's Housing Quality Standards, DCA will begin the subsidy payment, on behalf of the family, directly to the landlord.

Tax Allocation Districts

Two Tax Allocation Districts (TAD) have been duly established by the City that encompasses the Downtown Redevelopment Area and Blue Mile Project plus a sports complex South of the University. The City should consider expanding the existing district to encompass the entire URP Area so that the financial resources offered by a TAD could be used to facilitate housing and neighborhood revitalization in the target URP Neighborhoods. Such a process would not be difficult and the expected development to be generated in the neighborhoods would generate additional property tax income for the TAD.

Evaluation of City Comprehensive Plan, Land Subdivision and Zoning Code

The Planning and Community Development Department should evaluate all land use plans and implementing tools and ordinances to assure that none of these either recommend or have provisions that hinder the development of affordable housing. For example, restrictions on minimum lot sizes, building lot coverage maximums, residence square foot minimums, often preclude the development of smaller and less expensive homes. Allowing auxiliary rental structures (ie. garage apartments) within certain residential zoning districts can often increase the supply of affordable housing, particularly for the elderly as well as allowing small rental apartments within larger dwelling units. Promoting mixed use commercial/residential uses likewise can increase the supply of affordable housing as well as offering incentives, like increased density, for affordable housing projects. Allowing the conversion or re-purposing of non-residential structures for affordable housing is also an option that could be explored with residential developers.

Re-examine the Recently Adopted Subdivision Incentive Program by the City

In early 2021, the City of Statesboro Commission adopted an incentive program to attract developers of residential subdivisions to the city. The focus of the program was for both upper tier owner-occupied homes as well as lower tier affordable owner-occupied housing. The objective was to create more housing opportunities within the city by providing economic incentives to lower per lot development costs through direct and indirect subsidies and payments. To date, the program has met with limited response.

It is recommended that this program be re-examined, including seeking input from the residential subdivision and housing development community, to improve its ability to attract the creation of new residential communities with a variety of affordable housing options.

By taking some or all of these steps, the City of Statesboro can begin the process of revitalization of its core area neighborhoods while the redevelopment and revitalization of Downtown and the creation of “The Blue Mile” is underway. TOGETHER, these initiatives will likely spur the re-birth of a vibrant core city area diverse in population, opportunity and participation in entertainment and cultural activities. The city should continually look for other actions it can take to stimulate neighborhood revitalization and the preservation and development of new affordable housing opportunities for all of Statesboro’s residents.

**Photos of Existing Substandard and New Infill Housing
Within Target Area Neighborhoods
In The
Urban Redevelopment Area Neighborhoods**



Vacant and Dilapidated Home on Rackley Street – Johnson Street Neighborhood



Vacant and Dilapidated Home on Inman Street - Johnson Street Neighborhood



New Duplex Housing on West Inman Street - Johnson Street Neighborhood



Habitat Home Neighborhood in MLK Neighborhood



Vacant Dilapidated Home in MLK Neighborhood



Occupied Mobile Home in Whiteville



Vacant Dilapidated Home in Whiteville Neighborhood



Vacant Substandard Condition Duplex Home in Mulberry Neighborhood



**Substandard Apartment Structure Adjacent to The Blue Mile Corridor
Johnson Street Neighborhood**



**Occupied Housing Johnson Lane – Across from Public Housing
Johnson Street Neighborhood**



125 Morris Street – Rehab House

MLK Neighborhood



215 Johnson Street – Rehab House

Johnson Street Neighborhood



324 Johnson Street Corner of Brown – Rehab Home
Johnson Street Neighborhood



314 Denmark Street – Rehab Homes
MLK Neighborhood



**141 Williams Street – Rehab Quads
MLK Neighborhood**



Johnson Street Neighborhood – Rehab Single Family

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: September 1, 2021

RE: September 7, 2021 City Council Agenda Items

Policy Issue: Consideration of an intergovernmental agreement between Bulloch County, City of Statesboro, Bulloch County Board of Education, Georgia Southern University, Ogeechee Technical College, City of Brooklet, and the Towns of Portal and Register relating to maintenance of county-wide P-25 radio system. Contract is one year with four additional one year renewal terms.

Recommendation: Consideration

Background: Bulloch County and the four County municipal corporations entered into SPLOST IGA July 31, 2018. Portion of SPLOST funds was to be used to establish countywide P-25 radio system and provide compatible radios to local jurisdictions. All issues regarding radio provision have been previously settled. Present IGA relates to terms of use, County responsibilities relating to operation and maintenance of the radio system, and pro rata allocation of these maintenance and operation costs based on number of radio units used by entity.

Budget Impact: 2021: \$127,673 (of \$494,190 in total costs)

Council Person and District: All

Attachments: Proposed IGA

INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF P-25 RADIO SYSTEM ACCESS FOR USERS

This INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is entered into by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter "COUNTY"), as party or parties of the first part, and **the CITY OF STATESBORO, GEORGIA; the CITY OF BROOKLET, GEORGIA; the TOWN OF PORTAL, GEORGIA; the TOWN OF REGISTER, GEORGIA; GEORGIA SOUTHERN UNIVERSITY; OGEECHEE TECHNICAL COLLEGE; and the BULLOCH COUNTY SCHOOL DISTRICT,** (hereinafter "USERS" collectively or "USER" singularly), as party or parties of the second part.

WITNESSETH:

WHEREAS, on or about December 4, 2018, the COUNTY entered into a contract with Motorola Solutions, Inc. to construct and install a new P-25 compliant public safety Radio System, including, but not necessarily limited to, erection of a radio tower or towers, implementation of equipment in existing locations, and maintenance and upgrade of radio equipment and facilities; and

WHEREAS, the USERS are municipalities and other governmental agencies within Bulloch County who, along with the COUNTY, have need to use the Radio System for public safety purposes; and

WHEREAS, it is critically important to have interoperable radio communications between and among the COUNTY and the USERS to further the goal of protecting the health, safety, and welfare of the citizens of Bulloch County; and

WHEREAS, the master site for the Radio System is in Chatham County and the Radio System operates as a part of SEGARRN; and

WHEREAS, the Radio System will incur ongoing Operation and Maintenance Costs, and in order to assure the continued viability and operational integrity of the Radio System, the COUNTY and the USERS each desire to contribute to the Operation and Maintenance Costs on the terms and conditions set forth in this Agreement; and

WHEREAS, Paragraph I of Section III of Article IX of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause") provides that the state, or any institution, department, or other agency thereof, and any county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the COUNTY and the USERS are all entities that are authorized to enter into this Agreement pursuant to the Intergovernmental Contracts Clause, and this Agreement deals with activities, services, or facilities that the COUNTY and the USERS are authorized by law to undertake or provide;

NOW THEREFORE, in consideration of the mutual covenants, promises, and obligations contained herein, the COUNTY and the USERS hereby agree as follows:

ARTICLE I

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below when used herein and capitalized, including in the above recitals, unless the context or use indicates another or different meaning or intent:

1.1 **“Effective Date”** means July 1, 2021.

1.2 **“Fiscal Quarter”** means any of the three-month periods ending on September 30, December 31, March 31, and June 30 of each year.

1.3 **“Fiscal Year”** means the period beginning on July 1 and ending on June 30 each year.

1.4 **“Motorola”** means Motorola Solutions, Inc. and/or its parents, subsidiaries, successors, or assigns.

1.5 **“Operation and Maintenance Costs”** means all costs, whether regularly recurring, sporadic, or unique, that are necessary to maintain the operability of the Radio System, including, but not necessarily limited to, system maintenance, generator maintenance, insurance, utilities, rental, grounds maintenance, fuel, pest control, indirect administrative costs, contingency costs, and technology refreshes (i.e., hardware and software updates), whether the cost for such technology refreshes are incurred locally or pursuant to the System Upgrade Agreement through SEGARRN.

1.6 **“Public Safety Director”** means the director of the Bulloch County Public Safety Division or his/her designee.

1.7 **“Radio System”** means the P25-compliant radio system owned and operated by the COUNTY and constructed and implemented in accordance with a contract entered into by the COUNTY with Motorola on or about December 4, 2018, including, but not necessarily limited to, all capital infrastructure, equipment, and facilities necessary to support and operate the Radio System.

1.8 **“Radio System Fund”** means a restricted designated fund maintained by the COUNTY and used solely to pay Operation and Maintenance Costs.

1.9 **“SEGARRN”** means the Southeast Georgia Regional Radio Network, which is an association that includes the counties of Bulloch, Effingham, Chatham, Candler, Bryan, and Liberty, the City of Savannah, and various state agencies, the primary purpose of which is to facilitate and maintain radio communications between the entities who participate in SEGARRN.

1.10 **“Subscriber Unit”** means any radio, cell phone, computer, or other device capable of transmitting or receiving on the Radio System, when such device has been authorized by the COUNTY to transmit or receive on the Radio System.

ARTICLE 2

TERM OF AGREEMENT

2.1 **Term of Agreement.** Subject to Sections 3.2, 6.4, and 7.1, the initial term of this Agreement shall commence on the Effective Date and end on June 30, 2034. Thereafter, this Agreement shall automatically renew for successive one-year terms commencing on July 1st and ending on June 30th, for a period not to exceed fifty (50) years inclusive of the initial term, unless sooner terminated pursuant to Section 3.2, 6.4, or 7.1 of this Agreement, or unless any party to this Agreement gives written notice of an intent not to renew to all other parties at least one hundred and eighty (180) days prior to the expiration of the then-current term.

In order to comply with state procurement requirements codified at O.C.G.A. § 50-5-64.1(a)(2)(E), and notwithstanding any provision of this Agreement to the contrary, Ogeechee Technical College and the Board of Regents of the University System of Georgia, by and on behalf of Georgia Southern University, shall retain the right to terminate their status as Users and have no further obligation (other than their share of costs under Article 6, already incurred as of the date of termination) at any time, for any reason, upon thirty (30) days written notice to all other parties.

2.2 **Effect of Non-Renewal.** If one or more parties gives the requisite written notice to the other parties of an intent not to renew, the parties not giving such notice shall remain bound by all the terms and conditions of this Agreement for the applicable renewal term; provided, however, that if the COUNTY provides the requisite notice of an intent not to renew, or if all the USERS provide the requisite notice of an intent not to renew, then this Agreement shall terminate at the end of the then-current term.

ARTICLE 3

USE OF RADIO SYSTEM

3.1 **Grant of Revocable License.** The COUNTY hereby grants to USERS a revocable license to use the Radio System for the operation of its Subscriber Units on the terms and conditions herein. Such license is not intended to and does not grant to USERS any legal or equitable property interest in the Radio System, which shall remain exclusively owned and operated by the COUNTY.

3.2 **Revocation of License.** The license granted to any USER herein may be revoked by the COUNTY, and this Agreement may be terminated by the COUNTY as to that USER, for cause, including, but not necessarily limited to, a USER's failure to comply with any of the USER's responsibilities set out in Article 4 of this Agreement or a USER's failure to make timely payment under Article 6 of this Agreement. If revocation of a USER's license is considered for any reason other than failure to make timely payment under Article 6, the COUNTY shall provide the USER with written notice of the considered revocation which states the reasons therefor and the date and time of a meeting of the Board of Commissioners at which the USER or its representative may appear to show cause why its license should not be revoked. The COUNTY shall provide such written notice to the USER no less than thirty (30) days prior to the referenced meeting of the Board of Commissioners. The Board of Commissioners may render a decision concerning the revocation of the USER's license after hearing the USER's presentation, if any, or may defer a decision to its next regularly scheduled meeting. The decision of the Board of Commissioners regarding the revocation of any USER's license shall be final and not subject to any appeal.

3.3 **License Not Assignable.** USERS have no authority to and are absolutely prohibited from selling, assigning, or otherwise transferring a license to use the Radio System, in whole or in part, to any other person or entity. Any such purported sale, assignment, or transfer shall be considered null and void, shall not vest any rights in the purchaser, assignee or transferee, and may subject the User to revocation of its license.

3.4 **Approval of Subscriber Units.** All Subscriber Units must be approved by the Public Safety Director prior to their use on the Radio System. A conforming product list is available from the Public Safety Director and will be updated from time to time. Products not listed will not be approved. USERS may request Subscriber Units in addition to those approved as of the Effective Date of this Agreement by making application to the Public Safety Director showing the need for the additional Subscriber Units. The Public Safety Director will review the application and approve or deny it. In reviewing the application, the Public Safety Director will consider Radio System loading, air time usage, number of Radio System buses, and compatibility with SEGARRN, and will make a decision based on maintaining the operability and efficiency of the Radio System for all USERS and for SEGARRN.

3.5 **Advisory Committee.** An advisory committee consisting of one member appointed by the COUNTY and each USER shall be formed within ninety (90) days of the Effective Date of this Agreement. The purpose of the committee shall be to monitor the use and operation of the Radio System and to identify and report any issues that may need addressing to the COUNTY and the USERS. The committee shall be advisory only and shall not have any formal or legal authority concerning the use or operation of the Radio System. The committee shall meet from time to

time as it deems necessary or appropriate. A majority of the committee members shall constitute a quorum. Any meeting of the committee at which a quorum is present shall be subject to and conducted in compliance with Georgia's Open Meetings Act codified at O.C.G.A. § 50-14-1 *et. seq.*

ARTICLE 4

USER RESPONSIBILITIES

4.1 **Purchase and Maintenance of Subscriber Units.** USERS shall be solely responsible for purchasing and maintaining their Subscriber Units. USERS shall immediately remove from service any of their Subscriber Units that cause any problems on the Radio System. USERS shall be responsible for all maintenance and repair costs for their Subscriber Units and shall ensure that any maintenance or repairs are performed by a certified technician, or as otherwise consented to in writing by the Public Safety Director.

4.2 **Training and Compliance.**

4.2.1 USERS will ensure that any persons using their Subscriber Units are properly trained to do so.

4.2.2 USERS will comply with and ensure that any persons using their Subscriber Units comply with Motorola software security constraints.

4.2.3 USERS will comply with and ensure that any persons using their Subscriber Units comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances, as well as the terms and conditions of this Agreement. USERS shall be responsible, at the request of the COUNTY, for responding to or assisting the COUNTY in responding to any correspondence or complaint received from a state or federal regulatory agency involving the USER's Subscriber Units.

4.2.4 USERS shall comply with any and all mandates issued by authorized regulatory agencies. If technical or other changes are mandated by a regulatory agency subsequent to the Effective Date of this Agreement, USERS will have the opportunity to remain on the Radio System if they are able to timely comply with the mandates. The COUNTY will in no way be responsible for bringing a USER into compliance with any such mandate or be responsible for any direct or indirect tangible or intangible costs, expenses, damages, or losses incurred by a USER due to the mandate. Notwithstanding the foregoing, the USERS agree that should the COUNTY decide to comply with a regulatory mandate in a time period that is shorter than that required by the regulatory agency, the USERS shall comply within that shorter time period so long as the COUNTY gives the USERS written notice of the mandate at least one (1) year prior to the expiration of the shorter time period. If a USER is unable to comply with a regulatory mandate within the time allowed (either by a

regulatory agency or the COUNTY), the USER shall be removed in whole or in part from the Radio System as necessary to assure continuing compliance.

4.2.5 USERS shall comply within one (1) year of receiving written notice from the COUNTY with any upgrades to a USER's Subscriber Units or other equipment that are required due to upgrades or changes to the Radio System, including but not limited to a change in the vendor for the Radio System. The COUNTY will not be responsible for any direct or indirect tangible or intangible costs, expenses, damages, or losses incurred by a USER attributable to any such upgrades and/or changes to the Radio System.

4.3 **No Personal Use.** USERS shall ensure that their Subscriber Units are used only for legitimate business-related purposes and are not used to conduct personal or unrelated business, except that which is incidental and occasional.

4.4 **Removal of Persons from Radio System.** If a person operating a USER's Subscriber Unit fails in any way to comply as heretofore stated, the Public Safety Director, in his or her discretion, may notify the USER in writing that such person must be temporarily or permanently prohibited from operating a Subscriber Unit on the Radio System. Any decision of the Public Safety Director in this regard may be appealed to the Board of Commissioners by the USER and/or the person affected by sending a written notice of appeal to the Chairman of the Board of Commissioners no later than thirty (30) days after receipt of the Public Safety Director's written decision, and the person affected will be prohibited from operating a Subscriber Unit pending the outcome of the appeal. An appeal will be heard at the next regularly scheduled meeting of the Board of Commissioners following the Chairman's receipt of the written notice of appeal. The Board of Commissioners will provide the Public Safety Director and the USER and/or person affected an opportunity to present information supporting their positions. The Board of Commissioners may uphold, reverse, or modify the decision of the Public Safety Director. The decision of the Board of Commissioners shall be final and not subject to any appeal.

4.5 **Responsibility for Costs of Noncompliance or Violations.** USERS shall be responsible for any lawfully imposed costs related to noncompliance with or violation of any federal or state laws, statutes, regulations, or ordinances, to the extent same are attributable to USER or any persons authorized by USER to operate a Subscriber Unit on the Radio System. USER shall pay such lawfully imposed costs directly or, if the COUNTY is legally required to pay such costs, the USER shall reimburse COUNTY for same, provided that such costs are documented in an applicable invoice.

ARTICLE 5

COUNTY RESPONSIBILITIES

5.1 **Purchase and Maintenance of Subscriber Units.** COUNTY shall be solely responsible for purchasing and maintaining its Subscriber Units. COUNTY shall immediately remove from service any of its Subscriber Units that cause any problems on the Radio System and shall be

responsible for any damages or consequences arising out of such problems. COUNTY shall be responsible for all maintenance and repair costs for its Subscriber Units and shall ensure that any maintenance or repairs are performed by a certified technician, or as otherwise consented to in writing by the Public Safety Director.

5.2 Training and Compliance.

5.2.1 COUNTY will ensure that any persons using its Subscriber Units are properly trained to do so.

5.2.2 COUNTY will comply with and ensure that any persons using its Subscriber Units comply with Motorola software security constraints.

5.2.3 COUNTY will comply with and ensure that any persons using its Subscriber Units comply with all applicable federal, state, and local laws, statutes, regulations, and ordinances, as well as the terms and conditions of this Agreement.

5.2.4 COUNTY shall comply with any and all mandates issued by authorized regulatory agencies.

5.3 **No Personal Use.** COUNTY shall ensure that its Subscriber Units are used only for legitimate business-related purposes and are not used to conduct personal or unrelated business, except that which is incidental and occasional.

5.4 **Removal of Persons from Radio System.** If a person operating a Subscriber Unit of the COUNTY fails in any way to comply as heretofore stated, the Public Safety Director, in his or her discretion, may notify the person and his or her superior that such person must be temporarily or permanently prohibited from operating a Subscriber Unit on the Radio System. Any decision of the Public Safety Director in this regard may be appealed to the Board of Commissioners by the person affected and/or by his or her superior by sending a written notice of appeal to the Chairman of the Board of Commissioners no later than thirty (30) days after receipt of the Public Safety Director's written decision, and the person affected will be prohibited from operating a Subscriber Unit pending the outcome of the appeal. An appeal will be heard at the next regularly scheduled meeting of the Board of Commissioners following the Chairman's receipt of the written notice of appeal. The Board of Commissioners will provide the Public Safety Director and the person affected and/or his or her superior an opportunity to present information supporting their positions. The Board of Commissioners may uphold, reverse, or modify the decision of the Public Safety Director. The decision of the Board of Commissioners shall be final and not subject to any appeal.

5.5 **Responsibility for Costs of Noncompliance or Violations.** COUNTY shall be responsible for any costs related to noncompliance with or violation of any federal or state laws, statutes, regulations, or ordinances, including but not limited to fines, assessments, fees, or

damages, to the extent same are attributable to COUNTY or any persons authorized by COUNTY to operate a Subscriber Unit on the Radio System.

ARTICLE 6

OPERATION AND MAINTENANCE OF RADIO SYSTEM

6.1 **Payment of Pro Rata Shares of Operation and Maintenance Costs.** COUNTY and USERS will each pay a pro rata share of the Operation and Maintenance Costs based on the number of Subscriber Units each party possesses. At the end of each Fiscal Quarter, the COUNTY will send each USER an invoice for its pro rata share of one-fourth of the estimated annual Operation and Maintenance Costs for the current Fiscal Year, as listed in Exhibit A attached hereto. In the event that the estimated Operation and Maintenance Costs exceed the amounts listed in Exhibit A as cumulatively increased each year this Agreement remains in effect by the most recent June release of the preceding 12-month percentage change in the Consumer Price Index-U (Urban Consumers) South Region, COUNTY must secure written agreement of USER to the increased cost above that amount prior to invoicing USER, which agreement shall not be unreasonably withheld. The pro rata share for each invoice will be based on the number of Subscriber Units each USER and the COUNTY had on the Radio System at the beginning of that Fiscal Quarter. Payments shall be due no later than thirty (30) days after the date of the invoice. Payments from the USERS will be held and accounted for in the Radio System Fund managed by the COUNTY. No later than the due date of invoices sent to USERS, the COUNTY will record its pro rata share of the Operation and Maintenance Costs in the Radio System Fund.

6.2 **Operation and Maintenance of Radio System.** COUNTY will be responsible for maintaining and supporting the core of the Radio System and paying all Operation and Maintenance Costs from the Radio System Fund.

6.3 **Determining and Accounting for Actual Operation and Maintenance Costs.** A good-faith estimate of the annual Operation and Maintenance Costs for the first year of the initial term of this Agreement is shown in Exhibit A attached hereto. However, actual Operation and Maintenance Costs for a particular Fiscal Year cannot be determined until the end of that particular Fiscal Year. During the first Fiscal Quarter of each Fiscal Year, the COUNTY will determine the actual Operation and Maintenance Costs for the preceding Fiscal Year. If the sum of pro rata payments for the previous Fiscal Year exceeds the actual Operation and Maintenance Costs for that Fiscal Year, the COUNTY shall retain the excess amount as a contingency in the Radio System Fund to pay for unforeseen future expenses related to the Radio System. If the sum of pro rata payments for the previous Fiscal Year is less than the actual Operation and Maintenance Costs for that Fiscal Year, the COUNTY must secure written agreement of USER to the increased cost prior to invoicing USER if the increased cost exceeds the amounts cumulatively increased pursuant to Section 6.1, which agreement shall not be unreasonably withheld, and will include each USER's pro rata share of the deficit on its invoice at the end of the first Fiscal Quarter

of the succeeding Fiscal Year, and the COUNTY will add its pro rata share of the deficit to its corresponding recordation in the Radio System Fund.

6.4 Revocation of License and Termination of Agreement for Failure to Make Timely Payment. If a USER fails to make full payment within thirty (30) days of the date of an invoice, the COUNTY may send the USER written notice that the payment is overdue. If the USER fails to make payment within thirty (30) days after receiving said notice, the COUNTY may send the USER an additional written notice that the USER's license is being revoked and this Agreement is being terminated as to the USER. Said revocation and termination shall be effective as of the date of delivery of the written notice pursuant to Section 7.7 of this Agreement. Revocation of a USER'S license and termination of this Agreement as to that USER will not relieve USER of the obligation to pay amounts due to the COUNTY at the time of said revocation and termination, and such obligation shall survive the termination of this Agreement.

6.5 Distribution of Contingency Funds Upon Termination of Agreement. If this Agreement is terminated as to all parties, each party shall receive a pro rata distribution of the amount of contingency funds (if any) at the time of termination based on the number of Subscriber Units each party has at the time of termination. If this Agreement is terminated as to one or more Users, but remains in force as to the County and other Users, the terminating User or Users shall receive a pro rata distribution of the amount of contingency funds (if any) based on the number of Subscriber Units the terminating User or Users has at the the time of termination.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Termination of Agreement for Cause.

7.1.1 The COUNTY may terminate this Agreement for cause as to any USER in accordance with Section 3.2 or Section 6.4 of this Agreement. If the COUNTY terminates this Agreement as to one or more, but less than all, USERS, then the USERS who have not been terminated shall remain bound by all the terms and conditions of this Agreement for the initial term or any applicable renewal term of this Agreement.

7.1.2 Any USER may terminate this Agreement for cause as to that USER. For purposes of this provision, "cause" means any material breach of this Agreement by the COUNTY, including but not necessarily limited to the COUNTY'S failure to comply with any of its responsibilities set out in Articles 5 and 6 of this Agreement. If a USER alleges a material breach by the COUNTY, the USER shall provide the COUNTY with written notice of the alleged breach and the COUNTY shall be allowed thirty (30) days from receipt of the notice to cure the breach or undertake a good faith effort to cure the breach if it is not possible to cure within the thirty-day period. If the COUNTY fails to cure the breach or undertake a good faith effort to cure within the thirty-day period, then the USER may

send the COUNTY an additional written notice that the USER is terminating the Agreement as to that USER; provided, however, that if the COUNTY denies that it has committed a material breach of this Agreement, then the parties shall follow the dispute resolution procedures in Section 7.2 of this Agreement. If one of more, but less than all, USERS terminates this Agreement for cause, then the USERS who have not terminated this Agreement shall remain bound by all the terms and conditions of this Agreement for the initial term or any applicable renewal term of this Agreement.

7.2 Default or Breach; Dispute Resolution; Remedies.

7.2.1 In the event that any party to this Agreement alleges that any other party or parties is in default or breach of any of the terms, conditions or covenants of this Agreement, then, in addition to and not in limitation of the termination provisions in Section 7.1, the party alleging default or breach may give the other party or parties written notice that specifies the alleged default or breach. The party alleging default or breach shall also send a copy of the written notice to any parties that are not alleged to be in default or breach. The party or parties allegedly in default or breach shall have thirty (30) days to cure the alleged default or breach, or to demonstrate to the other party's satisfaction that there is no default or breach, before the other party may pursue dispute resolution as set forth herein.

7.2.2 In the event the party or parties allegedly in default or breach of this Agreement fails to cure the alleged default or breach, or fails to demonstrate to the other party's satisfaction that there is no default or breach, within thirty (30) days after receiving written notice of same, then, in addition to and not in limitation of the termination provisions in Section 7.1, the other party may send a written demand for mediation to the party or parties allegedly in default or breach. The party alleging default or breach shall also send a copy of the written demand for mediation to any parties that are not alleged to be in default or breach. The parties hereto agree that in the event a written demand for mediation is made upon any party in accordance with the provisions of this Agreement, the party making the demand and the party or parties upon whom the demand is made shall both participate in good faith in such mediation in an attempt to resolve their dispute or disputes. In addition, any other party shall participate in good faith in the mediation if such party is deemed necessary to the resolution of the dispute or if such party determines that it should participate in the mediation to protect its own interests. The party making the demand and the party or parties upon whom the demand is made shall share equally the cost of such mediation.

7.2.3 The parties agree that jurisdiction and venue for any litigation initiated pursuant to this Agreement to which either Georgia Southern University or Ogeechee Technical College is a party shall exclusively be in the Superior Court of Fulton County, Georgia. Jurisdiction and venue for any litigation initiated pursuant to this Agreement to which neither Georgia Southern University nor Ogeechee Technical College is a party shall exclusively be in the Superior Court of Bulloch County, Georgia.

7.2.4 The rights and remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other rights and remedies the parties may have at law, equity, or otherwise, including termination of this Agreement.

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

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

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

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

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

BULLOCH COUNTY:

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

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

With A Copy to:

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

CITY OF STATESBORO:

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

Charles Penny, City Manager,
or the then current City Manager
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
Phone: (912) 764-0643

With A Copy to:

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

CITY OF BROOKLET:

Joseph Grooms, Jr., Mayor
on the then current Mayor
104 Church Street
P.O. Box 67
Brooklet, GA 30415
Phone: (912) 842-2137

With A Copy to:

Hugh Hunter
or then the current City Attorney
115 S Main St
Sylvania, GA 30467
Phone: (912) 564-2092

TOWN OF PORTAL:

Billy Boggs, Mayor
on the then current Mayor
27209 U.S. Highway 80
P.O. Box 89
Portal, GA 30450
Phone: (912) 865-2561

With A Copy to:

Hugh Hunter
or then the current City Attorney
115 S Main St
Sylvania, GA 30467
Phone: (912) 564-2092

TOWN OF REGISTER:

Barbara Rushing., Mayor
or the then current Mayor
7 Main Street
P.O. Box 260
Register, GA 30452
Phone: (912) 488-2424

With A Copy to:

Cain Smith
or then the current City Attorney
108 South Zetterower Avenue
Statesboro, Georgia
Phone: (912) 678-2387

BULLOCH COUNTY BOARD OF EDUCATION:

Michael Sparks, Chairman of the Board of Education,
or the then current Chairman of the Board of Education
150 Williams Road, Suite A
Statesboro, GA 30458
Phone: (912) 212-8500

Charles Wilson, Superintendent,
or the then Current Superintendent
150 Williams Road, Suite A
Statesboro, GA 30458
Phone: (912) 212-8500

With A Copy to:

Marc Bruce
or then the current Board of Education Attorney
115 Savannah Avenue
Statesboro, GA 30458
Phone: (912) 764-8600

GEORGIA SOUTHERN UNIVERSITY:

Georgia Southern University
Attn: President
P.O. Box 8033
Statesboro, GA 30460

With A Copy to:

Georgia Southern University
Office of Legal Affairs
Attn: Executive Counsel
P.O. Box 8020
Statesboro, GA 30460

OGEECHEE TECHNICAL COLLEGE:

Lori Durden, President
One Joseph E. Kennedy Blvd.
Statesboro, GA 30458
Phone: (912) 871-1638

With A Copy to:

Technical College System of Georgia
Office of Legal Services
1800 Century PI NE #400
Atlanta, GA 30345

7.8 **Force Majeure.** Neither COUNTY nor USERS shall be responsible for any delay or failure to perform any of their obligations under this Agreement caused in whole or in part by acts of God, wars, fires, explosions, breakdowns, accidents, strikes, lockouts or other labor difficulties, lack or shortages of labor, material, utilities, energy sources, or any other events or circumstances not within the reasonable control of the party or parties failing to perform, whether similar or dissimilar to any of the foregoing.

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

7.10 **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

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

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

**BULLOCH COUNTY BOARD OF
COMMISSIONERS**

By: _____

Roy Thompson, Chairman

Approved as to form:

Attest: _____

Olympia Gaines, Clerk of the Board

[SEAL]

Jeff S. Akins, County Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

CITY OF STATESBORO

By: _____

Jonathan McCollar, Mayor

Approved as to form:

Attest: _____

Leah Hardin, City Clerk

[SEAL]

Cain Smith, City Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

CITY OF BROOKLET

By: _____

Joseph Grooms, Jr., Mayor

Approved as to form:

Attest: _____

Lori Phillips, City Clerk

[SEAL]

Hugh Hunter, City Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

TOWN OF PORTAL

By: _____

Billy Boggs, Mayor

Approved as to form:

Attest: _____

John M. Arrieta City Clerk

[SEAL]

Hugh Hunter, City Attorney

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

TOWN OF REGISTER

By: _____

Barbara Rushing, Mayor

Approved as to form:

Cain Smith, City Attorney

Attest: _____

Amanda Knight, City Clerk

[SEAL]

I affirm that this Agreement was duly authorized by the Governing Body at a public meeting with such approval placed on the public record.

GEORGIA SOUTHERN UNIVERSITY

By: _____
Dr. Kyle Marrero, President

Approved as to form:

Maura Copeland, Executive Counsel
Georgia Southern University
Office of Legal Affairs

Attest: _____
Ronald Stainaker, Interim Vice
President for Business and Finance

[SEAL]

I affirm that this Agreement was duly authorized for and on behalf of Georgia Southern University by the signatory.

OGEECHEE TECHNICAL COLLEGE

By: _____
Lori Durden, President

Approved as to form:

**Janelle Cornwall, Attorney
Technical College System of Georgia
Office of Legal Services**

Attest: _____
**Stephen Miller, Director for Human
Resources**

[SEAL]

I affirm that this Agreement was duly authorized for and on behalf of Ogeechee Technical College by the signatory.

**BULLOCH COUNTY SCHOOL
DISTRICT**

**By: _____
Michael Sparks, Chairman**

Approved as to form:

Marc Bruce, Legal Counsel

**Attest: _____
Charles G. Wilson, Superintendent
[SEAL]**

I affirm that this Agreement was duly authorized for and on behalf of the Bulloch County School District by the signatory.

Exhibit A

**Annual Operations and Maintenance Budget Estimate
Beginning July 1, 2021 – Ending June 30, 2022**

Object Class	Amount	Description
Equipment Maintenance	\$ 256,530.00	Annual Motorola support; power supply; generators
Insurance	\$ 19,500.00	Property and liability coverage (towers, equipment)
Fuel	\$ 15,000.00	Propane/liquid fuel for generators
Pest Control	\$ 600.00	Tower buildings housing equipment
Utilities	\$ 38,200.00	Electricity
Rent of Land and Buildings	\$ 39,625.00	Rucker Lane tower (American Tower Company)
Contingency	\$ 42,880.00	Unforeseen costs or expenses
Indirect Cost	\$ 14,500.00	Allocated departmental/organizational overhead
Capital Escrow	\$ 67,355.00	5-year technology refresh; tower equipment
Total	\$ 494,190.00	

Annual Contribution by User Group

User Group	Reported Subscriber Units (05.01.2021)	Cost Allocation for Annual Operations and Maintenance
Bulloch County Board of Commissioners	429	\$ 186,298.00
Bulloch County Board of Education	297	\$ 128,976.00
City of Statesboro	294	\$ 127,673.00
Georgia Southern University	95	\$ 41,255.00
City of Brooklet	9	\$ 3,908.00
Town of Portal	9	\$ 3,908.00
Ogeechee Technical College	3	\$ 1,303.00
Town of Register	2	\$ 869.00
Total	1,138	494,190.00



Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 8-23-2021

RE: Approval to Accept 2020 Assistance to Firefighters Grant (AFG)

Policy Issue: NA

Recommendation: To approve the acceptance of the 2020 Assistance to Firefighters Grant (AFG) which has been awarded to the Statesboro Fire Department.

Background: In January 2021 the Statesboro Fire Department submitted an application for the 2020 AFG. The total amount requested for this application was \$151,000 to fund the following projects.

- 1) Continuation of the Fire Department Physician Program.
 - \$35,000.00 project request.
- 2) Cascade System
 - \$66,000 project request.
- 3) Station Generator for Station 2
 - \$50,000 project request.

The Statesboro Fire Department has been award \$35,000 of the \$151,000 requested. The Statesboro Fire Department was only awarded funding for one (1) of the three (3) projects submitted with this application (Continuation of the Fire Department Physician Program). The Fire Department Physician Program has proven to be extremely beneficial to the Fire Department and its members and acceptance of this grant will help ensure the program remains in place.

Budget Impact: The relevant stipulations of this accepting this grant is a 10% cost share to be paid by the City/Fire Department. For the amount awarded the City/Fire Department's financial obligation would be \$3,181.82. The amount of federal funds that would be received would total \$31,818.18. Staff is confident that the cost required by local match obligation can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.



Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

Council Person and District: All

Attachments: Grant Award Packet which includes:

1. FEMA Grant Award Letter
2. Summary Award Memo
3. Agreement Articles
4. Obligating Document

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/02/2021



Stephan Hutchins
STATESBORO, CITY OF
P.O. BOX 348
STATESBORO, GA 30459

EMW-2020-FG-17992

Dear Stephan Hutchins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$31,818.18 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$3,181.82 for a total approved budget of \$35,000.00. Please see the FY 2020 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2020 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "C Logan", with a stylized flourish at the end.

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$35,000.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
<hr/>	
Federal	\$31,818.18
Non-federal	\$3,181.82
<hr/>	
Total	\$35,000.00
<hr/>	
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2020 AFG NOFO.

Approved request details:

Wellness and fitness programs

Obligating document

1. Agreement No. EMW-2020-FG-17992	2. Amendment No. N/A	3. Recipient No. 586000668	4. Type of Action AWARD	5. Control No. WX00641N2021T
6. Recipient Name and Address STATESBORO, CITY OF 50 E MAIN ST STATESBORO, GA 30458	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer Stephan Hutchins	9a. Phone No. 9126012680	10. Name of FEMA Project Coordinator Assistance to Firefighters Grants Grant Program		10a. Phone No. 1-866-274-0960
11. Effective Date of This Action 08/02/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/09/2021 to 08/08/2023 Budget Period 08/09/2021 to 08/08/2023	



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 8-27-2021

RE: Approval to Accept 2020 Fire Prevention and Safety Grant (FP&S)

Policy Issue: NA

Recommendation: To approve the acceptance of the 2020 FP&S Grant which has been awarded to the Statesboro Fire Department.

Background: In February 2021 the Statesboro Fire Department submitted an application for the 2020 FP&S Grant. The total amount requested was \$14,000 for the purchase of an Electronic Fire Extinguisher Training Simulator. The Statesboro Fire Department intends to use this item to educate citizens in the age ranges of 18 and older on the proper use of a fire extinguisher. Proper use of fire extinguishers are extremely important, as they are commonly used by the general population for fire protection. In many cases they are a first line of defense and often contain or extinguish a fire, preventing costly damage if used properly.

Budget Impact: The relevant stipulations of this grant would be a 5% cost share to be paid by the City/Fire Department. For the amount awarded, the City/Fire Department's financial obligation would be \$666.67. The amount of federal funds received would total \$13,333.33 Fire Department Staff is confident that the cost required can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

Council Person and District: All

Attachments: Grant Award Packet which includes:

1. FEMA Grant Award Letter
2. Summary Award Memo
3. Agreement Articles
4. Obligating Document

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/22/2021
Stephan Hutchins
STATESBORO, CITY OF
P.O. BOX 348
STATESBORO, GA 30459



EMW-2020-FP-00385

Dear Stephan Hutchins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2020 Fire Prevention & Safety (FPS) Grant funding opportunity has been approved in the amount of \$13,333.33 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$666.67 for a total approved budget of \$14,000.00. Please see the FY 2020 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2020 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

Robert Farmer
Acting Deputy Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2020 Fire Prevention & Safety

Recipient: STATESBORO, CITY OF

DUNS number: 026556241

Award number: EMW-2020-FP-00385

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY 2020 Fire Prevention and Safety funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$14,000.00	\$14,000.00
Supplies	\$0.00	\$0.00
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00
<hr/>		
Federal	\$13,333.33	\$13,333.33
Non-federal	\$666.67	\$666.67
<hr/>		
Total	\$14,000.00	\$14,000.00
Program Income		\$0.00

Approved scope of work

Approved request details:

Community Risk Reduction
Project: Public Education

Other (Explain)

Fire Extinguisher Training Simulator

DESCRIPTION

The Intelligent training system provides clean, safe, and cost-effective extinguisher training through the use of a laser-driven system that is controlled remotely by the instructor. The system senses where the trainee aims and sweeps the smart extinguisher and varies the flame. The Intelligent Training System Base Package Intelligent Training System costs approximately \$14,000 and is all-inclusive, housing the screen, extinguisher, and electrical cords to run the system out of the package.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	1	\$14,000.00	\$14,000.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2020 Fire Prevention & Safety

Recipient: STATESBORO, CITY OF

DUNS number: 026556241

Award number: EMW-2020-FP-00385

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002. By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. § 170.315, certify that the recipient policies are in accordance with OMB guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3 Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4 Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5 Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6 Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7 Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf as useful resources respectively.

Article 8 Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9 **Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10 **Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article 11 **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12 **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13 **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15 Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 16 False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article 17 Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article 18 Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article 19 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

- Article 20** **Hotel and Motel Fire Safety Act of 1990**
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)
- Article 21** **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
- Article 22** **Lobbying Prohibitions**
Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
- Article 23** **National Environmental Policy Act**
Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
- Article 24** **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

- Article 25 Non-Supplanting Requirement**
Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
- Article 26 Notice of Funding Opportunity Requirements**
All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
- Article 27 Patents and Intellectual Property Rights**
Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- Article 28 Procurement of Recovered Materials**
States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- Article 29 Rehabilitation Act of 1973**
Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. § 794) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- Article 30 Reporting of Matters Related to Recipient Integrity and Performance**
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 31 Reporting Subawards and Executive Compensation**
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
- Article 32 SAFECOM**
Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- Article 33 Terrorist Financing**
Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
- Article 34 Trafficking Victims Protection Act of 2000 (TVPA)**
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
- Article 35 Universal Identifier and System of Award Management**
Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

- Article 36 USA PATRIOT Act of 2001**
Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
- Article 37 Use of DHS Seal, Logo and Flags**
Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Article 38 Whistleblower Protection Act**
Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- Article 39 Acceptance of Post Award Changes**
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.
- Article 40 Prior Approval for Modification of Approved Budget**
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. § 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

- Article 41 Disposition of Equipment Acquired Under the Federal Award**
When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.
- Article 42 Environmental Planning and Historic Preservation (EHP) Review**
DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
- Article 43 Award Performance Goals**
FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

Obligating document

1. Agreement No. EMW-2020-FP-00385	2. Amendment No. N/A	3. Recipient No. 586000668	4. Type of Action AWARD	5. Control No. WX00643N2021T
6. Recipient Name and Address STATESBORO, CITY OF 50 E MAIN ST STATESBORO, GA 30458	7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742	
9. Name of Recipient Project Officer Stephan Hutchins	9a. Phone No. 9126012680	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program	10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/22/2021	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 08/29/2021 to 08/28/2022 Budget Period 08/29/2021 to 08/28/2022	

15. Description of Action a. (Indicate funding data for awards or financial changes)

Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FPS	97.044	2021-F0- GB01 - P410-xxxx- 4101-D	\$0.00	\$13,333.33	\$13,333.33	\$666.67
Totals			\$0.00	\$13,333.33	\$13,333.33	\$666.67

b. To describe changes other than funding data or financial changes, attach schedule and check here:

N/A

~~**16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)**~~

This field is not applicable for digitally signed grant agreements

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICAL (Name and Title)	DATE
Robert Farmer, Acting Deputy Assistant Administrator Grant Programs Directorate	08/22/2021



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police *MB*

DATE: September 7, 2021

RE: Expenditure of Grant Funds/Award of Contract

POLICY ISSUE: Grant Funding Expenditure

RECOMMENDATION: That Council approve the award of a contract to Hawk Construction in the amount \$66,210 from a grant.

BACKGROUND: Recently, the Council approved the acceptance of a grant in the police department from the Criminal Justice Coordinating Committee (CJCC) to construct classrooms and a use of force/de-escalation "laboratory" at the joint sheriff's office/police department range training facility. The current standing building was constructed by Hawk Construction, and the new addition will be tied directly into the existing building including HVAC, electrical, and support structures. We ask that the City Council approve Hawk Construction as a "sole source" provider to construct the addition to the building.

BUDGET IMPACT: Funds from this grant are in the form of a reimbursement. The amount of this portion of the project is \$66,210.

COUNCIL DISTRICT: All

ATTACHMENTS: Quote from Hawk Construction



June 30, 2021

Dear Mr. Bryan,

I am pleased to quote the following:

- 1 - HAWK CONSTRUCTION STEEL BUILDING IN STANDARD COLOR
44'x21'4"x12' Enclosed Addition
 - 1 - End Wall Main Frame
 - Roof - 26ga Standard Color Panel (Match Existing)
 - Walls - 26ga Standard Color Panel (Match Existing)
 - Trim - 26ga Standard Color (Match Existing)
 - 1 - Sheeted Interior Partition Wall 26ga Standard Color
 - Left Unit to have Metal Liner Panels 26ga Standard Color from floor to 8'0"
 - Right Unit to have 3/4" CDX plywood from floor to 8'0"
 - 2 - Mini Split Systems (1 Unit per side)
 - Electrical - Use existing panel
 - Add 4 Standard Outlet in each interior unit
 - 1 - Dedicated Outlet for Shooting Simulator
 - 1 - Outlet for projector
 - 1 - GFCI outlet on exterior
 - 2 - Service for HVAC
 - 2 - UFO Lights per interior rooms
 - 2 - Standard Outdoor Fans on existing porch
 - 1 - 4" x 44' x 21'4" monolithic slab foundation using fiber reinforcement, 6 mil poly vapor barrier and rebar in footing

BUILDING DESIGNED FOR WIND LOAD FOR THIS AREA
BUILDING AND FOUNDATION TO HAVE GA ENGINEER STAMPED
DRAWINGS

DELIVERED AND ERECTED IN COUNTY \$66,210.00

DOES NOT INCLUDE ANY PLUMBING OR PERMITS.

Hawk Construction, LLC has worker's compensation, and general liability insurance.

I appreciate the opportunity to submit this quote and if I can be of further assistance, please call. This quote is good for ~~30 days~~ UNTIL SEP 15TH - Zach Hawk 8-23-21

Respectively Submitted,



Hawk Construction, LLC / Smith Steel Structures

Zach Hawk
Hawk Construction, LLC /
Smith Steel Structures

CITY OF STATESBORO



COUNCIL

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

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

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

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager
John Washington, Director – Public Works and Engineering

Date: September 1, 2021

RE: Recommendation of Payment for Sign Relocation and Construction Easement for Stacy Underwood, LLC (dba Uncle Shug's, 434 South Main Street)

Policy Issue: Easements and Sign Relocation Project Expense

Recommendation:

Staff recommends approval of the attached sign relocation agreement and temporary construction easement and payment of \$29,235.02 for associated expenses.

Background:

The South Main Street Streetscape project proposes to improve drainage and utilities, reconstruct the sidewalks and landscape the Right-of-Way (ROW) from Tillman Street to Fair Road. Per GDOT policy the City of Statesboro is required to certify the ROW is clear of obstructions to perform construction for the streetscape improvements. Business signs located within the ROW of South Main Street must be relocated onto private property. In the case of Uncle Shug's the only suitable location to relocate the main sign is the center of the parking lot, which requires restriping of the parking lot. The business also has entrance signs at each driveway that are impacted. The attached sign relocation agreement addresses these terms and includes compensation for related impacts and relocation expenses.

In addition, to improve pedestrian safety and access control along the project the streetscape design requires the closure of one of the existing driveways at the subject property. This will limit the number of driveways to two and will impact internal traffic circulation pattern resulting in additional restriping of the parking lot. The attached temporary construction easement addresses these terms. As is customary in many such agreements when the owner does not seek compensation, the minimum compensation for this easement is set at \$1. It should be noted that the owner, Stacy Underwood, did not seek compensation for this easement and related work because the City agreed to his sign relocation terms.

Budget Impact:

Expenses will be paid from TSPLOST funds.

Council Person and District:

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

Attachment: Sign Relocation Agreement and related documents
Temporary Construction Easement

STATE OF GEORGIA

COUNTY OF BULLOCH

SIGN RELOCATION AGREEMENT

THIS SIGN RELOCATION AGREEMENT (the "Agreement") is entered into by and between City of Statesboro, a municipal corporation in Bulloch County, Georgia ("City") and Uncle Shug's on Main having its principal place of business at 434 S Main Street, Statesboro, Georgia 30458 ("Stacy Underwood, LLC.")

WITNESSETH

WHEREAS, Statesboro Code of Ordinances Appendix A Section 1507 forbids signs to be placed within the public right of way

WHEREAS, Owner is the owner of a sign generally located at 434 South Main St. and

WHEREAS, the Existing Sign is located within the Right-of-Way limits of S.R. 73/S. Main, Blue Mile Streetscape Improvements Project; and

WHEREAS, the City and Owner desire to enter into this Agreement for the removal of the Existing Sign and the relocation and reconstruction of the Existing Sign outside the public right of way as is more particularly described by this Agreement; and

WHEREAS, in consideration for Owner removing and relocating the Existing Sign so the City may undertake the above- referenced road improvements project, Owner has requested the City provide financial assistance to relocate the existing sign outside the public right of way; and

WHEREAS, the City finds that entering into this Agreement is in the public interest since it will allow the City to undertake the public road project.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, each to the other provided, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:


1. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement as if fully set forth herein.
2. Owner agrees to remove, at its sole cost and expense, the Existing Sign on or before July 15th 2021 or the commencement date of construction of the road project described herein provided that Owner has received all required permits, approvals and agreements necessary to relocate the sign at the location described as Parcel Identification Number S21 000040 000 (the "Relocation Parcel") so that it no longer

encroaches on the public right of way. Other than as provided in this Agreement, removal shall occur in compliance with all applicable laws, rules and permitting regulations, and the City agrees to cooperate with Owner to issue any required permits without unreasonable delay.

3. The City agrees to remit a lump sum of \$29234.02 to reimburse Owner for costs relating to relocating existing sign out of the public right of way.
4. Owner shall release, indemnify and hold the City harmless from and against any and all liability, claims, causes of action or damages that may arise under this Agreement (other than claims resulting from the City's breach of its obligations hereunder).
5. This Agreement is governed by and in accordance with the laws of the State of Georgia. Any action or proceeding relating to the validity, performance, and enforcement of this Agreement, whether in law or equity, shall be brought and heard in a court of competent jurisdiction in Bulloch County, Georgia
6. There are no third party beneficiaries with respect to this Agreement, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
7. This Agreement constitutes the entire, full, and complete agreement between the City and Owner with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations, and statements, whether written or oral by each of the parties hereto.
8. This Agreement shall become effective on the date of full and complete execution by all parties hereto.

IN WITNESS WHEREOF, the City and Owner have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and had their seals affixed below, all as of the dates written below.

OWNER:



Stacy Underwood

CITY OF STATESBORO:

Jonathan M. McCollar, Mayor

ATTEST:

By: _____
Leah Harden, City Clerk

Action Signs
 206 Stockyard Road
 Statesboro, GA 30458
 912-489-7446
 sales@actionsignsga.com
 www.actionsignsga.com

Estimate 1288



ADDRESS
 UNCLE SHUGS BBQ PLACE
 P.O. BOX 744
 BROOKLET, GA 30415

DATE
 06/17/2021

TOTAL
\$21,266.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	PARTS	Materials to move sign out of DOT Right Of Way	1	10,200.00	10,200.00T
	LABOR	Labor to relocate existing sign out of DOT Right Of Way.	1	10,250.00	10,250.00
					SUBTOTAL 20,450.00
					TAX (8%) 816.00
					TOTAL \$21,266.00

THANK YOU.

Accepted By

Accepted Date

022109

Invoice

912-836-2790

SOLD TO TAMEC SABB SHIPPED TO Uwaka Strug's VIA

ADDRESS 614 BANK CROOK Church Rd ADDRESS 434 South Main St

CITY, STATE, ZIP Porter, Ga 30450 CITY, STATE, ZIP Staplesboro, Ga. 30458

CUSTOMER ORDER NO. Sign Post SOLD BY _____ TERMS _____ F.O.B. _____ DATE 6/3/2021

CALL FOR ALL UTILITIES TO BE LOCATED.

DEMOLITION OLD WIRING TO MAIN ROAD SIGNS,
EXIT + ENTRANCE SIGNS.

CUT ASPHALT AND CONCRETE TO EXCAVATE
GRADE AND INSTALL NEW 1" + 3/4 CONDUITS,
WIRING BACK TO SIGNS.

USE BRICK FIBER CONCRETE TO COVER
EXCAVATED DITCH.

Equipment + materials

3,468.00

LABOR

4,500.00

Total

7,968.00

Return To:
City of Statesboro
Engineering Department
P.O. Box 348
Statesboro, GA 30459

TEMPORARY CONSTRUCTION EASEMENT

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One dollar (\$1.00) in hand paid and other good and valuable considerations, and subject to and effective only upon an agreement being reached between the parties on the relocation of a sign, relocation of driveways, and restriping of a parking lot, tthe undersigned does grant unto the **Mayor and City Council of the City of Statesboro**, hereinafter referred to as "Grantee", a temporary construction easement for the purposes and uses hereinafter set forth, over, across, and through the following lands described below. Grantee covenants that in using the easement it will not completely block or prevent the access of customer traffic to and from the undersigned's business during regular business hours.

All that certain tract or parcel of land lying and being in the 1209th G.M. District of Bulloch County Georgia recorded by the Bulloch County Tax Assessors as parcel S21 000040 000, being shown as a proposed temporary construction easement on the attached exhibit, prepared by EMC Engineering Services, Inc.

Said easement is granted to Grantee for the purpose of construction of utilities and streetscape improvements as part of the US 301 / South Main Street Streetscape Phase I Construction project. Grantee agrees to repair any property damages caused by construction of the project referenced above. The easement herein granted shall expire upon completion and final acceptance of said project by the City of Statesboro.

Witness the hand and seal of the undersigned, this 31st day of August, 2021

C.P.A. by Charles P. Aaron
with express permission and as
Stacy Underwood, LLC, as Owner (Seal) attorney
at law for
Stacy Underwood, LLC

Signed, Sealed, and Delivered in the presence of:

Ryan B. Marsh
Witness

[Signature]
Notary Public

My commission expires: _____



CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Jason Boyles, Assistant City Manager
John Washington, Director of Public Works & Engineering

Date: September 1, 2021

RE: Memorandum of Understanding & Agreement (MOU) with Georgia Southern University for
Akins Blvd Extension, Phase 2

Policy: Agreement

Recommendation:

Staff recommends approval of and execution of the Memorandum of Understanding and Agreement (MOU) by the Mayor.

Background:

Georgia Southern University seeks to continue extension of Akins Boulevard from Tormenta Way through the "South Campus" to connect with the existing spur of Akins Boulevard that intersects with Lanier Drive. At the May 5, 2020 meeting city council approved an MOU for phase 1 of construction of Akins Boulevard. That phase of work, from Veteran's Memorial Parkway to Tormenta Way, is expected to be completed soon.

As noted upon execution of the MOU for the first phase, due to the unique nature of this project mutually serving both the University and the City, staff from both entities have prepared the attached Memorandum of Understanding (MOU) that will allow the two entities to partner on the construction of Akins Boulevard. This phase of work will be funded directly by the Georgia Department of Transportation. Georgia Southern will provide project management for the project and any necessary matching or additional funds necessary for completion.

Budget Impact: No matching funds pledged by the City of Statesboro

Council Person and District: Venus Mack, District 3

Attachments: Memorandum of Understanding & Agreement (MOU)

MEMORANDUM OF UNDERSTANDING & AGREEMENT (MOU)

RE: Roadway Development

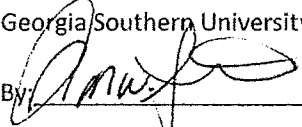
South Campus – Akins Blvd Extension between Tormenta Way and J-302 Roadway

This document shall serve as the formal agreement and understanding between the City of Statesboro ("City") and Georgia Southern University ("GSOU") regarding the funding for the proposed roadway development between Tormenta Way and roadway formally known as Project J-302 with the Board of Regents of the University System of Georgia ("Regents"), said proposed roadway development being hereinafter referred to as the "Project".

WITNESSETH, that both parties hereto do mutually agree to the following:

1. GSOU, through Regents agrees to convey the Right-of-Way ("ROW") to the City necessary for the Project; more particularly described as Parcel A (11.80 Acres) as shown on plat titled Right-of-Way Acquisition Plat for The City of Statesboro, prepared by Maxwell-Reddick, dated March 2, 2021 and recorded in Plat Book 68, Page 558, Bulloch County records.
2. GSOU agrees to provide the design for the installation of the Project.
3. GSOU will provide oversight of the design of the Project in accordance with Georgia Department of Transportation (GADOT) design standards.
4. Both parties agree that the funding for the development of the Project and related infrastructure will be provided by the City. The City will receive funding from the Georgia Department of Transportation ("GDOT"), in the amount of \$5,300,000.00 per HB-171.
5. The availability of funds for construction of the Project are contingent on the award by GDOT of HB-171 by the City and utilized by GSOU for road construction.
6. Upon completion of the Project, the City will convey the ROW to Regents, on behalf of GSOU.
7. Following completion of the Project and conveyance of the ROW to Regents, GSOU will maintain the Project; including paving, sidewalks, infrastructure and right of way.

Executed as of this _____ day of _____ 2021.

Georgia Southern University
 By: 
 Title: VP of Business + Finance

City of Statesboro
 By: _____
 Title: _____

Approved as to Form
 Georgia Southern University
 Office of Legal Affairs
 Laura H. Wheaton
