



September 20, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 09-06-2022 Council Minutes
 - b) 09-06-2022 Executive Session Minutes
5. Consideration of a motion to award a contract for branding and marketing services for the City of Statesboro to North Star in an amount not to exceed \$79,000.00 plus expenses, which are not to exceed \$5,000.00.
6. Public Hearing and Consideration of a Motion to Approve **RZ 22-08-01**: Simcoe Investment Group, LLC requests a Zoning Map Amendment from the R-20 (Single-Family Residential) zoning district to the R-2 (Townhouse Dwelling) zoning district in order to construct a 151 unit townhome development on 26.3 acres of property on Jones Mill Road.
7. Public Hearing and Consideration of a Motion to Approve **SE 22-08-02**: Cody Ward requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance in order to locate a Men's Health Clinic on a 0.06 acre parcel in the multi-tenant building located at 22 South Main Street.
8. Public Hearing and Consideration of a Motion to Approve **RZ 22-08-03**: Horizon Home Builders requests a Zoning Map Amendment from the R-4/HOC (High-Density Residential/Highway Oriented Commercial) to the R-2 (Townhouse Residential) zoning district for the development of a 245 unit townhome development on a portion of a 42.87 acre property at 538 East Main Street.
9. Public Hearing and Consideration of a Motion to Approve **RZ 22-08-04**: L&S Acquisitions requests a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to develop a 140 unit single-family detached subdivision on 34.88 acres of property located at 1263 S&S Railroad Bed Road.
10. Second reading and Consideration of a motion to approve **Ordinance 2022-04**: An Ordinance amending Section 2-55 of the Statesboro Code of Ordinances regarding the appointment and terms of members of the One Boro Commission.

11. Consideration of a motion to approve **Resolution 2022 - 34**: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2021 tax year in the amount of \$29,488.83.
12. Consideration of a motion to approve **Resolution 2022-35**: A Resolution approving a grant application of the 2022 LGRMS Firefighter Cancer Awareness Incentive Program.
13. Consideration of a motion to approve **Resolution 2022-36**: A Resolution to accept the 2021 AFG award for the Statesboro Fire Department Physician Program in the amount of \$31,818.18 with a 10% match of \$3181.82 for a project total of \$35,000.00.
14. Consideration of a motion to approve **Resolution 2022 - 37**: A Resolution to adopt the first amendment to the Fiscal Year 2023 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
15. Consideration to enter into an intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP). This agreement is for the provision of federal funds to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. 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)
20. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
SEPTEMBER 06, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

City Manager Charles Penny gave the Invocation and Councilmember John Riggs led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	9:03 am
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Absent	
John Riggs	Councilmember	Present	
Shari Barr	Mayor Pro Tem	Present	

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

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 08-16-2022 Work Session Minutes
- b) 08-16-2022 Council Minutes
- c) 08-16-2022 Executive Session Minutes
- d) 08-30-2022 Public Hearing Minutes (9:00 am)
- e) 08-30-2022 Public Hearing Minutes (6:00 pm)

A motion was made to approve letter "A" of the consent agenda, approval of minutes.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Paulette Chavers

SECONDER:

Councilmember John Riggs

AYES:

Chavers, Riggs, Barr

ABSENT

Councilmember Venus Mack & Councilmember Phil Boyum

A motion was made to approve letter “B” of the consent agenda, approving the due date of December 20, 2022 for the City of Statesboro Property Tax Bills.

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

Councilmember Phil Boyum joined the meeting.

5. Public Hearing and Consideration of a motion to approve Resolution 2022-31: A Resolution setting the millage rate for Ad Valorem (Property) Taxes for the 2022 calendar year for the City of Statesboro, Georgia at 7.308.

A Motion was made to open the public hearing.

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

No one spoke for or against the request.

A Motion was made to close the public hearing.

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

Councilmember Phil Boyum stated he has concern that for the last two years we have increased our spending without looking a corresponding increases in revenue. As a result we are almost \$1.8 million in the hole, if we continue at this pace we will be \$1.8 million in hole next year and we will have burned through our savings in less than five years. We have to figure out ways to increase revenue. He stated he is not a fan of millage rate increases because it increases the rate for individuals. He also stated he believes in growing the city and growing the revenue and that needs to be a serious

focus over the next twelve months otherwise we will have to raise the millage or cut services. We have to balance our budget by working within what we make.

A Motion was made to approve **Resolution 2022-31** setting the millage rate for Ad Valorem (Property) Taxes for the 2022 calendar year for the City of Statesboro, Georgia at 7.308.

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

6. Public Hearing and First Reading of Ordinance 2022-04: An Ordinance amending Section 2-55 of the Statesboro Code of Ordinances regarding the terms of the members of the One Boro Commission.

A motion was made to open the public hearing.

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

City Attorney Cain Smith explained this amendment is to stager the terms of the One Boro Commission members enhancing the continuity of the commission’s membership.

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve the first Reading of **Ordinance 2022-04** amending Section 2-55 of the Statesboro Code of Ordinances regarding the terms of the members of the One Boro Commission.

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

7. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

**RJ's Restaurant DBA Uncle Shugs Bar B Q Place
 434 S Main St
 Statesboro, Ga 30458
 License Type: Low Volume**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve an application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) to:

RJ's Restaurant DBA Uncle Shugs Bar B Q Place
 434 S Main St
 Statesboro, Ga 30458
 License Type: Low Volume

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

8. Consideration of a motion to approve Resolution 2022-32: A Resolution approving application of a grant by the Police Department to the Criminal Justice Coordinating Committee for the FY 23 Law Enforcement Training Grant in the amount of \$98,127.00.

A motion was made to approve Resolution 2022-3: approving application of a grant by the Police Department to the Criminal Justice Coordinating Committee for the FY 23 Law Enforcement Training Grant in the amount of \$98,127.00.

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

9. Consideration of a motion to approve Resolution 2022-33: A Resolution approving application for the 2022 Georgia Tree Council Georgia ReLeaf Grant.

A motion was made to approve Resolution 2022-33 approving application for the 2022 Georgia Tree Council Georgia ReLeaf Grant.

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

10. Consideration of a motion for award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs in the amount of \$40,000.00.

A motion was made to award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs in the amount of \$40,000.00.

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

11. Consideration of a motion to approve Change Order No.1 to the contract with Y-Delta, Inc. for the Johnson Street Culvert Improvements Project in the amount of \$18,500.00.

A motion was made to approve Change Order No.1 to the contract with Y-Delta, Inc. for the Johnson Street Culvert Improvements Project in the amount of \$18,500.00.

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

12. Consideration of a motion to approve Change Order No. 3 with Y-Delta, Inc. in the amount of \$10,575.64 for the Stillwell Street and Zetterower Ave. Intersection improvements project.

A motion was made to approve Change Order No. 3 with Y-Delta, Inc. in the amount of \$10,575.64 for the Stillwell Street and Zetterower Ave. Intersection improvements project.

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

13. Consideration of a motion to award a contract to Solid Waste Applied Technology (SWAT) in the amount of \$425,657.76 for the purchase of a New Way Automated Residential Side Arm Refuse Collection body with a 2024 Peterbilt 520 CNG Cab and Chassis for the Solid Waste Collection Division in the Public Works & Engineering Department per Sourcewell contract.

A motion was made to award a contract to Solid Waste Applied Technology (SWAT) in the amount of \$425,657.76 for the purchase of a New Way Automated Residential Side Arm Refuse Collection body with a 2024 Peterbilt 520 CNG Cab and Chassis for the Solid Waste Collection Division in the Public Works & Engineering Department per Sourcewell contract.

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

14. Other Business from City Council:

Mayor Jonathan McCollar stated he and Mayor Pro Tem Shari Barr was approached by Squashing the Spread about their desire of becoming a commission for the City of Statesboro. They have provided a tremendous service to your community during the COVID situation, this would be a great opportunity for us to not just be prepared for another pandemic to look at the overall health of our citizens. Mayor McCollar suggested to council that they direct the City Attorney to draft an ordinance for the new commission.

Mayor Pro Tem Shari Barr invited Karen Naufel who is the chairperson for Squashing the Spread to come forward to share why they want to become a commission instead of a volunteer organization.

We have been working with the city for two years helping with the pandemic and we have seen with our resources how much we can expand to help the city and its citizens. We want to be part of the city so that way can be a formal branch where we can develop formal partnerships to use to recruit new members to help us and to help expand our outreach in ways that we can't do right now.

Councilmember Phil Boyum stated this needs to be presented at a work session to discuss and determine what their purpose and focus is. Public health is a very broad topic and one that cities aren't involved with a tremendous amount. Having a work session to discuss the purpose, goals, and to give direction, because that committee is going to have to have very specific directions. It's better to talk about that upfront then to try to do that while writing the well defined language of an ordinance.

After further discussion this item will be placed on the next Council Work Session on September 20, 2022.

15. City Managers Comments

City Manager Charles Penny announced today at 11:00 am there will be a ribbon cutting for the employee clinic. There will be prizes there for employees. Mr. Penny also called their attention to the two events going on Saturday September 10, 2022 the first one at 11:00 am is hosted by One Boro, having discussion related to Violence Prevention and will take place at the YMCA. The second event is the Statesboro Village Builders Initiative that will begin at 1:00 pm at the Honey Bowen Building.

16. Public Comments (General): None

Mayor Pro Tem Shari Barr shared that a piece of history fell in Statesboro this week during one of the recent storms a big red oak located in the front yard of former Mayor Bowen. It was estimated to be about 150 years old. Also we're having a very popular "Taste of the Boro" this Friday in downtown Statesboro. Lastly, the Farmers Market is still going on until early November.

Councilmember Phil Boyum announced the Statesboro Police Department is hosting a Citizens Academy and wants to encourage people to sign up. Most people think they know what the police do and they really don't and this program is a great way to just get a taste of what the police officers have to do. It is an eye-opening experience in a lot of different ways and as leaders of this community this is something every single one of us should do.

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

At 9:36 am motion was made to enter into Executive Session.

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

At 9:53 am a motion was made to exit Executive Session.

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

Mayor McCollar called the meeting back to order with no action taken in Executive Session.

18. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 9:53 am.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Jason Boyles, Assistant City Manager

From: Darren Prather, Central Services Director

Date: September 15, 2022

RE: City of Statesboro Branding Services Contract

Policy: Procurement

Recommendation:

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

Background:

The City of Statesboro issued a RFQ for branding and marketing services. This opportunity was advertised on several forms of media per our procurement ordinance. The purpose of this RFQ was to select a professional experienced firm to provide City logos, seals and signage as well as marketing strategies to promote City of Statesboro in a positive, efficient and professional manner. The complete scope of the project will be determined once a firm is selected. There were nine (9) firms that submitted a response to our RFQ and four (4) were selected by an evaluation committee to offer formal presentations. These firms were evaluated on qualifications, proposed project team, related project experience and references. After the initial evaluation stage and the ranking established after the formal presentations of the four (4) firms, North Star was selected for contract recommendation for this branding and marketing services contract. North Star offered the best projected product and service for the City of Statesboro. Since this was a RFQ process, firms did not submit pricing at the time of submittal. Once the firms were ranked by the evaluation committee, the top firm was asked to submit a contract cost. This amount was negotiated per the scope of services desired. This negotiated amount is listed in the recommendation above. On July 19th Council consideration of this item was tabled to the second meeting in September.

Budget Impact:

Council Person and District: All

Attachment:

Re: North Star Branding Proposal Bid Revision

1 message

Forwarded message -----

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

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

NORTH  STAR

Will Ketchum

PRESIDENT

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

Darren Prather

Central Services Director

Purchasing, IT, GIS, B&G

22 W. Grady St.

Statesboro, GA 30458

darren.prather@statesboroga.gov



CONFIDENTIALITY NOTICE: This message and any attachments may contain legally privileged and confidential information intended solely for the use of the intended recipient. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message is strictly prohibited. If you have received this message in error, please notify the sender by telephone (U.S. 912.212.2302) or by return e-mail, and delete this message and all copies and backups thereof.



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

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

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

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

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





March 24, 2022

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

Mr. Prather,

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

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

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

Only the best,



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

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



SECTION 1: QUALIFICATIONS

About North Star Place Branding + Marketing

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

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

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

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

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

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

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



Johnson City, Tennessee

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

City of Johnson City

423.434.6249

kshoun@johnsoncitytn.org



Marshall, Minnesota

Ms. Sharon Hanson, *City Administrator*

City of Marshall

507.537.6761

sharon.hanson@ci.marshall.mn.us



Georgetown, Texas

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

City of Georgetown

512.630.6210

Aly.VanDyke@georgetown.org



OUR PROCESS

Phase 1: Market Research + Brand Strategy

Stakeholder Education

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

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

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

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



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

Research

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

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

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

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



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

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

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

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

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



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

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

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

Insights & Strategy

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

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

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



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

Target Audience: For whom Statesboro has the most appeal

Frame of Reference: Geographic context of Statesboro

Point of Difference: What makes Statesboro special.

Benefit: Why it should matter to the consumer.

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

Phase II: Creative

Creativity

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

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



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

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

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

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

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



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

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

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

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

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

Phase III: Action

Implementation

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



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

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

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

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



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

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

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

Phase IV. Evaluation

Evaluation & Results Tracking

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

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

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



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

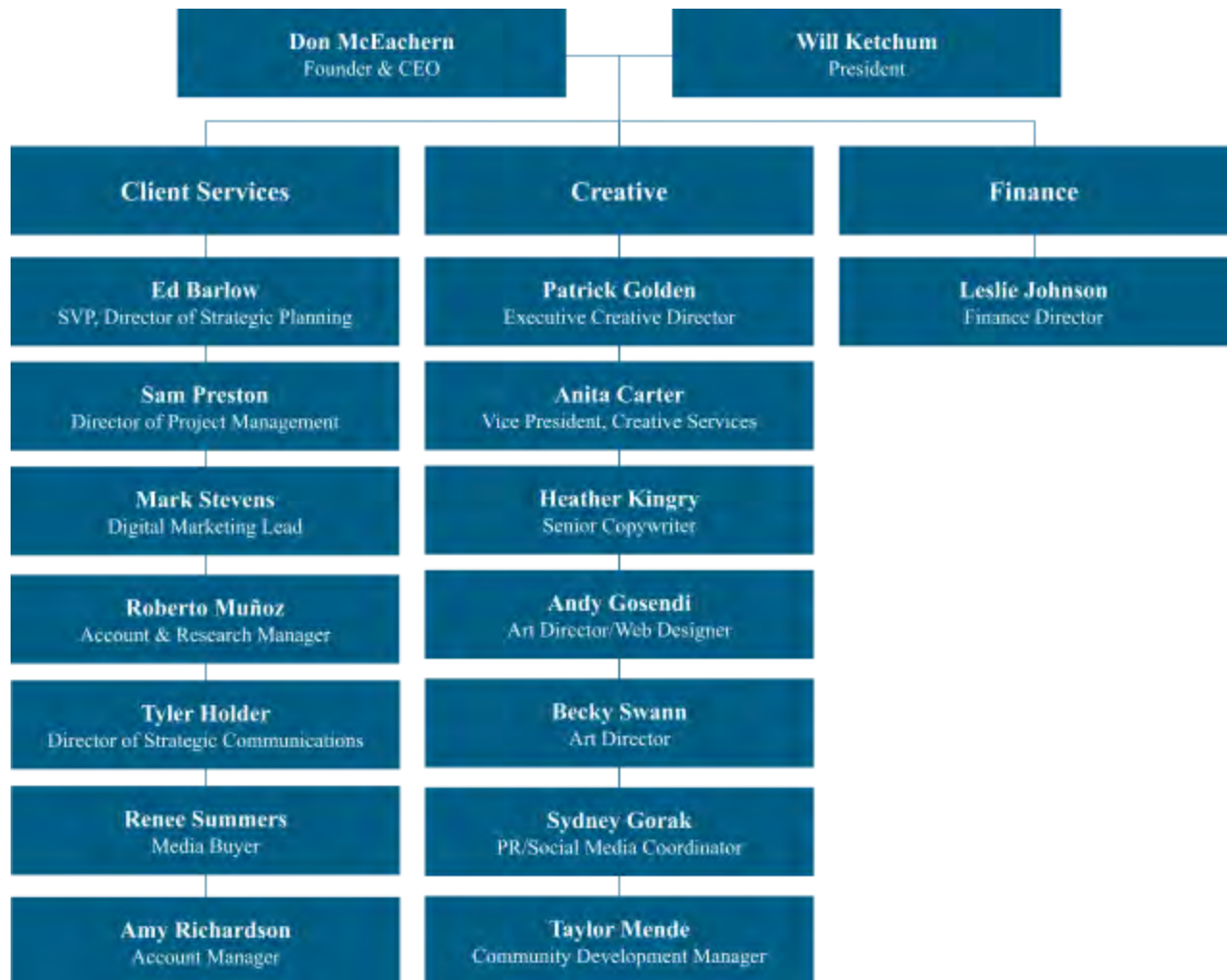
We use the following tools to measure tactical effectiveness:

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

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

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

SECTION 2: PROJECT TEAM





SECTION 3: SIMILAR PROJECTS COMPLETED & SAMPLE PROJECT SCHEDULE

Relevant Projects Demonstrating Process & Outcomes



CHALLENGE:

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

INSIGHT:

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

BRAND STRATEGY:

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



for themselves, their families, and their neighbors.

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

Primary Contact:

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



Cultivating OPPORTUNITY

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

c.marshall.ms.us |

MARSHALL
CULTIVATING THE BEST IN US

Cultivating CHARACTER

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

c.marshall.ms.us |

MARSHALL
CULTIVATING THE BEST IN US





CHALLENGE:

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

INSIGHT:

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

BRAND STRATEGY:

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

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

Primary Contact:

Ms. Rosemary Bates, *Special Projects Director*

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







CHALLENGE:

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

INSIGHTS:

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

BRAND STRATEGY:

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

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



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

Primary Contact:

Ms. Marlene Best, *City Manager*

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



**DON'T JUST COAST
THRIVE**

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

Gene Chahin
SVC, Brewing & Distilling Co.
March 2022

DO MORE WITH YOUR BUSINESS. DUE EAST IN SANTEE
 Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed
 aliquam erat volutpat. Ut viverra ac tristique venenatis, quam risus
 nunc exortet fallon ullamcorper suscipit lobortis nisl ut aliquam.

Santee
DO MORE • DUE EAST
cityofsanteeca.gov |

**DON'T JUST COAST
THRIVE**

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

Danielle Abbott
April 2022

DO MORE WITH YOUR FAMILY. DUE EAST IN SANTEE
 Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed
 aliquam erat volutpat. Ut viverra ac tristique venenatis, quam risus
 nunc exortet fallon ullamcorper suscipit lobortis nisl ut aliquam.

Santee
DO MORE • DUE EAST
cityofsanteeca.gov |



Santee
DO MORE ▶ DUE EAST





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

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

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



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

Primary Contact:

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

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









SAMPLE PROJECT SCHEDULE

Getting Started Call Week 1

Phase I

Community Engagement, Market Research & Brand Strategy

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

Phase II

Creative

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

Phase III

Action & Implementation

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

Typical Timeline

36 Weeks

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



PRICE PROPOSAL

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

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

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

Billing schedule is as follows:

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



SECTION 5: APPENDIX

Project Team Resumes



Ed Barlow

Senior Vice President, Director of Strategic Planning • Project Manager

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

Education: Florida State University | MA, Southern Methodist University

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

Percentage of Time Dedicated: 25%



Sam Preston

Director of Project Management • Project Manager

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



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

Education: Utah Valley University

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

Professional Experience: 12 years

Years Employed with the Agency: Under 1 year

Percentage of Time Dedicated: 25%



Patrick Golden

Executive Creative Director

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

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

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

Education: Flagler College

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

Percentage of Time Dedicated: 20%



Roberto Muñoz

Account and Research Manager

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

Education: The University of Chicago

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

Percentage of Time Dedicated: 25%



Anita Carter

Vice President, Creative Services

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

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

Education: Florida State University

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

Percentage of Time Dedicated: 20%



Tyler Holder

Director of Strategic Communications

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

Education: University of North Florida

Relevant Experience: Osceola County, FL, Quincy, IL, Fayetteville, NC and Union County, NC

Percentage of Time Dedicated: 10%



Taylor Mende

Community Development Manager

No matter the project or client need, Taylor brings much more than a warm smile to the task at hand. Growing up in a small town in Western New York gave her an appreciation for learning about what makes a community unique. With media, marketing and account service experience in agencies up and down the



East Coast, Taylor understands the importance of solid client relationships. She listens and anticipates needs, then responds with psychic-level ability... It's something she learned while working in Guest Services at the ultimate destination for millions of families — Walt Disney World. When she isn't assisting clients, Taylor enjoys capturing perfect moments behind the lens of her camera and maintaining her undefeated-at-home Jeopardy! status.

Education: State University of New York College at Cortland

Relevant Experience: Fayetteville, NC, Johnson City, TN, Sioux Falls, SD, Marshall, MN, La Vista, NE and Union County, NC

Percentage of Time Dedicated: 15%



Sydney Gorak

Social Media/PR Coordinator

Fueled by a passion for journalism, Sydney brings creativity and excitement to developing content that brings North Star and our client's social media handles to life. Born in Maryland and having spent time in Pennsylvania before settling in Florida, Sydney has a passion for discovering what makes a place a community. Sydney's copywriting, social media marketing and brand building experience pair nicely with our integrated team. When not focusing on our client's social media efforts, you can find Sydney snapping photos or spending time on the beach.

Education: Flagler College

Relevant Experience: Osceola County, FL, Quincy, IL

Percentage of Time Dedicated: 10%



Becky Swann

Art Director

Bi-lingual when it comes to graphic and web design, Becky understands how to use imagery and type to generate desire for all the places she promotes. With an entrepreneurial spirit and love of playing hip hop covers on her guitar, she brings vibrant energy to every project that crosses her desk (even though it has to get through Patsy, the office cat, first). Ads, websites, logos, there isn't anything she can't make beautiful — but more importantly — effective



when it comes to design and visual communication. Having grown up in Minnesota, Becky has an affinity for working out of our sunny Jacksonville office. Especially in January.

Education: The Art Institute of Jacksonville

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

Percentage of Time Dedicated: 15%



Will Ketchum

President • Leadership & Strategic Oversight

Communities are everything – spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He’s advised Fortune 1000 companies, major metros and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups and sponsors. Will’s never seen a trail he didn’t want to take – whether it’s traveling to solve branding challenges in amazing client communities, or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill

Relevant Experience: Fayetteville, NC, Quincy, IL, Marinette–Menominee, WI, Johnson City, TN, Jacksonville, FL and Osceola County, FL

Percentage of Time Dedicated: 15%



Don McEachern

Founder • Leadership & Strategic Oversight

Don McEachern has been growing research based brands for more than 20 years. His experience includes working for multinational advertising agencies as well as nationally recognized creative boutiques. During his time in the ad world, Don put his stamp on



some of the world's most famous brands including Goldkist, Hawaiian Tropic, Suntory Bottled Water Group, Trump Plaza, Panasonic and Lanier Worldwide. For his efforts he received numerous awards, including the prestigious national Effie for marketing effectiveness and a Clio for excellent creativity. 20 years ago, Don struck out on his own. With a dream and a dollar, he launched North Star Destination Strategies, specializing in brand marketing and research for places. More than 200 nationwide communities later, Don has become a recognized expert in the exploding field of place branding and destination research. With a process that combines education, research, strategy, creativity and action, he has helped create unique and effective brands for the states of Mississippi and Florida; major downtown areas including New Orleans and Memphis and big-name cities like Jacksonville, Florida, Dayton, Ohio and Providence, Rhode Island.

Education: The University of Tennessee

Relevant Experience: Quincy, IL, New Orleans, LA, Memphis, TN, Jacksonville, FL, Dayton, OH, Providence, RI, Petersburg, AK, Sebastopol, CA, Warrensburg, MO and Clay County, FL

Percentage of Time Dedicated: 5%



NORTHSTARIDEAS.COM

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: September 13, 2022

RE: September 20, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment Requested by RZ 22-08-01.

Background: Simcoe Investment Group, LLC requests a Zoning Map Amendment from the R-20 (Single-Family Residential) zoning district to the R-2 (Townhouse Dwelling) zoning district in order to construct a 151 unit townhome development on 26.3 acres of property on Jones Mill Road (Tax Parcel # MS84000002 001).

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report (RZ 22-08-01)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 22-08-01
ZONING MAP AMENDMENT REQUEST
Jones Mill Road**

LOCATION:	Jones Mille Road
EXISTING ZONING:	R20 (Single – Family Residential)
ACRES:	22.40 acres
PARCEL TAX MAP #:	MS84000002 001
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Undeveloped Lot
PROPOSED USE:	Townhome Development



PETITIONER Simcoe Investment Group, LLC
ADDRESS P.O. Box 1247, Richmond Hill, GA 31324

REPRESENTATIVE Clay Price
ADDRESS Same As Above

PROPOSAL

The applicant is requesting a Zoning Map Amendment from the R20 (Single – Family Residential) zoning district to the R2 (Townhouse Residential District) zoning district on a portion of the 22.40 acres of land on Jones Mill Road, to build a 151 unit townhome development.

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 22-08-01 – CONDITIONAL APPROVAL

Case # RZ 22-08-01

Jones Mill Rd
Parcel MS84000002 001

Location Map



Case # RZ 22-08-01

Jones Mill Rd
Parcel MS84000002 001

Current Zoning Map



Case # RZ 22-08-01
Jones Mill Rd
Parcel MS84000002 001

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R20 (Single-Family Residential)	Undeveloped Lot
Northeast	Location Area #2: R20 (Single Family Residential)	Undeveloped Lot
Northwest	Location Area #3: R4 (High Density Residential)	Undeveloped Lot
East	Location Area #4: R20 (Single Family Residential)	Undeveloped Lot
West	Location Area #5: CR (Commercial Retail)	Undeveloped Lot
Southwest	Location Area #6: CR (Commercial Retail)	Undeveloped Lot
Southeast	Location Area #7: R20 (Single Family Residential)	Undeveloped Lot
South	Location Area #8: R20 (Single Family Residential)	Undeveloped Lot

SUBJECT SITE

The subject site is a vacant wooded 22.40 acre lot. There has been no development on the site. There is a lake in the southwestern section of the site, which separates it from the nearest single-family detached residential neighborhood. The applicant intends to develop the site with a significant number of townhouse units. The applicant plans to dedicate 5% of the net useable area to open space, although it has not been determined what amenities will be included.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Established Residential Neighborhood” area, which is characterized by traditional neighborhoods in the established area were developed from the late 19th to mid-20th century, and many feature connected street grids linked to downtown.

ENVIRONMENTAL SITE ANALYSIS

The subject property does contain wetlands on the southern half of the property but is not located in a flood zone. Any potential issues will be brought forth and discussed during standard permitting and review procedures. Approval through the Corps of Engineers would be mandatory for the development of this property for any wetland disturbances.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property has access to both city water and sewer.

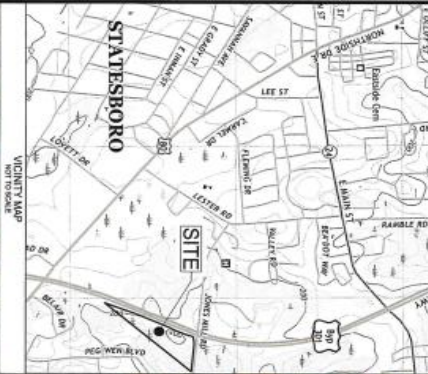
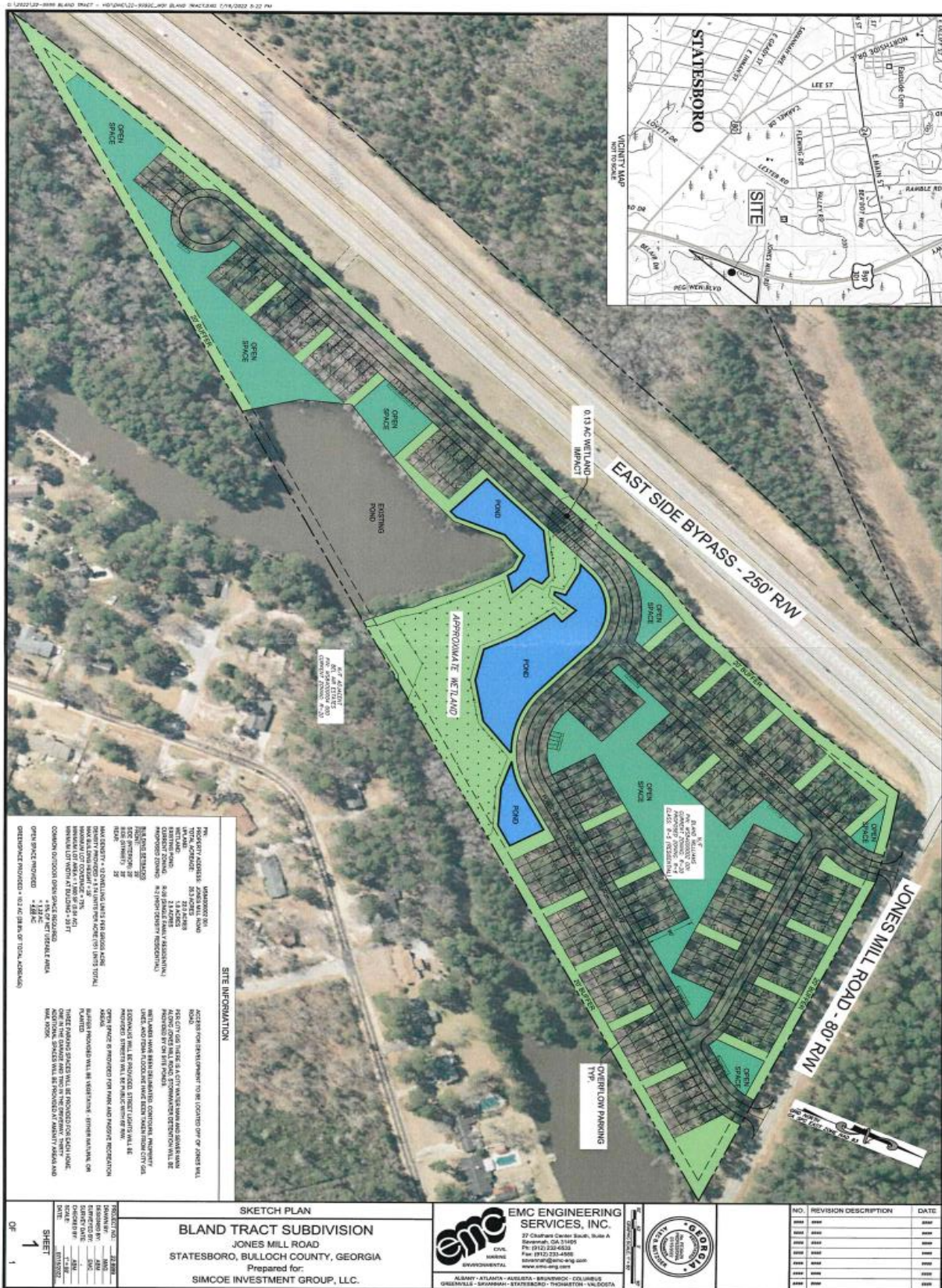
ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

- 1. Existing uses and zoning or [of] property nearby.**
 - The proposed use is of a much higher density than the surrounding uses, but these tracts are generally vacant.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
 - Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will not likely reduce the overall value of property in the area.
- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
 - The property would serve as a higher use providing significant additional residential development for the City.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - The site does not serve any general use for the public beyond the provided natural foliage. The development would serve the public by increasing residential units within the City.
- 5. The suitability of the subject property for the zoned purposes.**

- Initial evaluation of the property appears to make this property suitable for the requested use.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
- The property has historically been vacant.
- 7. The extent the proposed change would impact the following:**
- Population density in the area.
 - Population density would increase significantly with the number of proposed units.
 - Community facilities.
 - The development would increase the use on utilities.
 - Living conditions in the area.
 - The living conditions in the area are likely to increase.
 - Traffic patterns and congestion.
 - There would be an increase in traffic in the area.
 - Environmental aspects.
 - There are significant wetlands on the property. Preliminary designs only show a minimal interaction with the area, which would require additional review by the state. There would be significant tree removal, but some greenspace is required to be maintained on the site.
 - Existing and future land use patterns.
 - Although there is limited development in the area, the general zoning has led to residential development in a nearby neighborhood..
 - Property values in the adjacent areas.
 - The development of this project will likely increase surrounding property values and provide additional tax base for the City.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
- The proposed residential use of the property is in alignment with the existing zoning as well as the general residential zoning of the area. In addition, the general Comprehensive Plan does promote the general development of this type in the area.

PRELIMINARY SITE PLAN



SITE INFORMATION

PROPERTY ADDRESS: [Redacted]
 TOTAL ACRES: 28.3 ACRES
 TOTAL LOTS: 25 LOTS
 PROPOSED ZONING: R-20 (RESIDENTIAL)
 APPROVED ZONING: R-20 (RESIDENTIAL)
 SUBDIVISION TYPE: RESIDENTIAL
 DEED REFERENCE: [Redacted]
 DEED DATE: [Redacted]
 PLAT REFERENCE: [Redacted]
 PLAT DATE: [Redacted]
 COUNTY: BULLOCH COUNTY, GA
 COMMUNITY DEVELOPMENT DIVISION: [Redacted]
 COMMUNITY DEVELOPMENT DIVISION: [Redacted]
 COMMUNITY DEVELOPMENT DIVISION: [Redacted]
 COMMUNITY DEVELOPMENT DIVISION: [Redacted]

SKETCH PLAN

BLAND TRACT SUBDIVISION
 JONES MILL ROAD
 STATESBORO, BULLOCH COUNTY, GEORGIA
 Prepared for:
 SIMCOE INVESTMENT GROUP, LLC.

EMC ENGINEERING SERVICES, INC.
 27 Cherokee Center Blvd, Suite A
 Statesboro, GA 31555
 Tel: (912) 232-6239
 Fax: (912) 233-4595
 www.emc-eng.com



NO.	REVISION DESCRIPTION	DATE

Subject Property



Eastern Property



Southern Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-08-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this zoning map amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.
2. Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and HOA restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.
3. The Planning & Development staff shall review and approve any open space/amenities included as part of this proposed project.

At the regularly scheduled meeting of the Planning Commission on Tuesday, September 6, 2022, the Commission recommended approval of the Zoning Map Amendment and enumerated conditions with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: September 13, 2022

RE: September 20, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception*

Recommendation: Planning Commission Recommends Approval of the Special Exception Requested by SE 22-08-02.

Background: Cody Ward requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance in order to locate a Men's Health Clinic on a 0.06 acre parcel in the multi-tenant building located at 22 South Main Street (Tax Parcel# S28 000068 000).

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (SE 22-08-02)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**SE 22-08-02
SPECIAL EXCEPTION REQUEST
22 SOUTH MAIN STREET**

LOCATION:	22 South Main Street
EXISTING ZONING:	CBD (Central Business District)
ACRES:	0.06 acres
PARCEL TAX MAP #:	S28 000068 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Retail/Office Space
PROPOSED USE:	Men's Health Clinic



PETITIONER Cody Ward
ADDRESS 29 Golf Club Circle, Statesboro, GA 30458

REPRESENTATIVE Same As Above
ADDRESS

PROPOSAL
The applicant requests a special exception to locate an appointment only Men's Health Clinic in the building on 0.06 acre property located on South Main Street. Health services beyond personal services facilities are not permitted in the CBD (Central Business District) zoning district unless granted a special exception by the City Council.
STAFF/PLANNING COMMISSION RECOMMENDATION
<u>SE 22-08-02 CONDITIONAL APPROVAL</u>

Case # SE 22-08-02

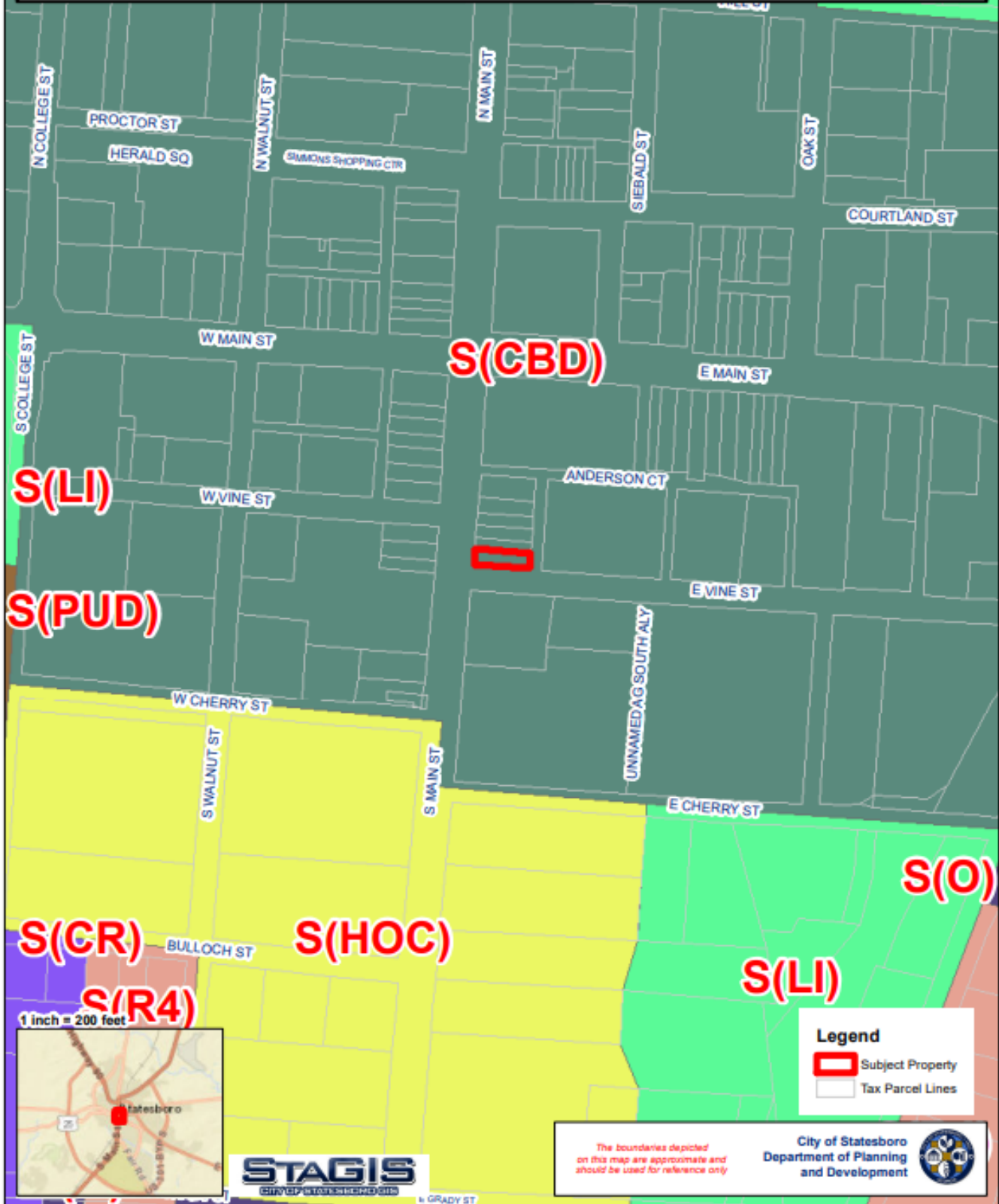
22 South Main St
Parcel S28 000068 000

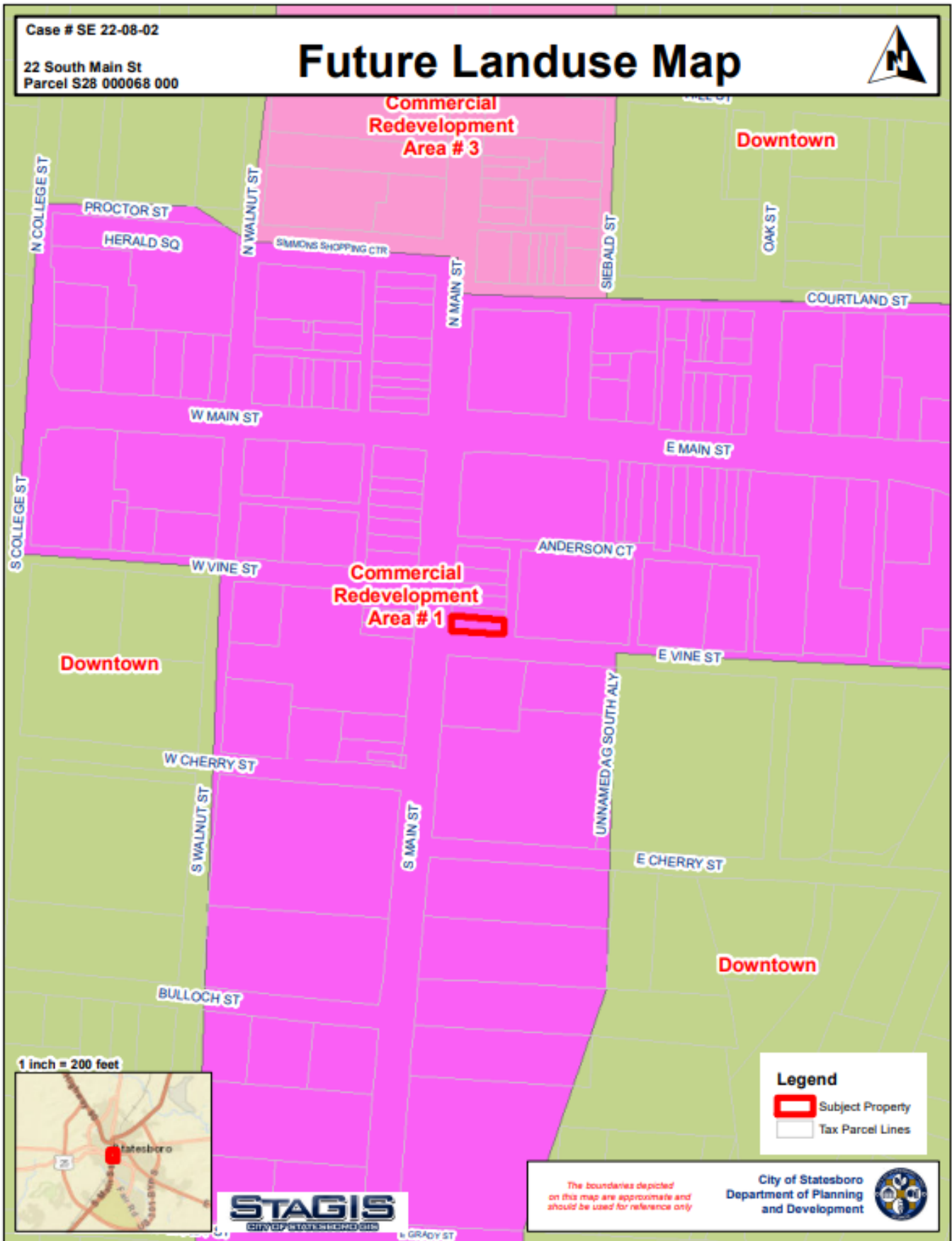
Location Map

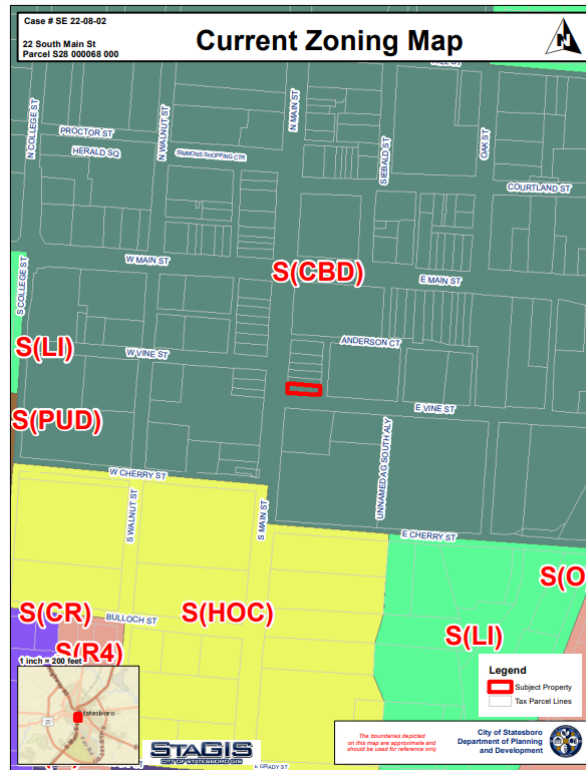


Case # SE 22-08-02
22 South Main St
Parcel S28 000068 000

Current Zoning Map







SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CBD (Central Business District)	Studio
Northeast	Location Area #2: CBD (Central Business District)	Clothing Store
East	Location Area #3: CBD (Central Business District)	Bank Teller/Parking Lot
Northwest	Location Area #4: CBD (Central Business District)	Bank
Southeast	Location Area #5: CBD (Central Business District)	Office
South	Location Area #6: CBD (Central Business District)	Office
Southwest	Location Area #7: CBD (Central Business District)	Behavioral Counseling Center
West	Location Area #8: CBD (Central Business District)	Floral Shop

SUBJECT SITE

The subject site is a multi-story building located on 0.06 acres. Surrounding properties include retail and office uses. The applicant's request is to locate an appointment only men's health clinic. The building itself contains multiple units for rental office space on the bottom floor, with apartment space on the top floor.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the "Commercial Redevelopment Area #1", which is intended for a varied scale of commercial, retail and office uses. At the intersection of major thoroughfares, development of large-scale commercial uses to serve surrounding areas of the city and unincorporated portions of Bulloch County is appropriate.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a special flood hazard area. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently leased to small businesses and served by City utilities. As per the parking Ordinance, locations in the Downtown are not required to provide specific parking spaces for customers.

CONDITIONAL ZONING STANDARDS OF REVIEW

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

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

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

- The business would be located inside the pre-existing structure.

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

- There should be no substantial change regarding this facility if allowed to operate, as the area already allows for parking and pedestrian traffic.

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

- As a section of the Central Business District, it is not required that additional dedicated parking be developed for the structure.

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

- Public utilities are available in the area, and it is unlikely to cause any significant changes to the area.

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

- The building is multi-tenant, and no adverse effect is expected.

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

- There is no site plan required for this building as office space already exist.

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

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

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a special exception to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that development along this corridor remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed use is generally consistent with the subject site's character area ("Commercial Redevelopment") based on the use, as stated in the *2019 – 2029 Comprehensive Master Plan*.

Subject Property



Northern Property



Southern Property



Western Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of SE 22-08-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this special exception does not grant the right to develop on the property without adherence to the City Code and approval by the Department of Planning & Development.

At the regularly scheduled meeting of the Planning Commission on Tuesday, September 6, 2022, the Commission recommended approval of the Special Exception and enumerated conditions with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: September 13, 2022

RE: September 20, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment Requested by RZ 22-08-03.

Background: Horizon Home Builders requests a Zoning Map Amendment from the R-4/HOC (High-Density Residential/Highway Oriented Commercial) to the R-2 (Townhouse Residential) zoning district for the development of a 245 unit townhome development on a portion of a 42.87 acre property at 538 East Main Street (Tax Parcel # MS82000035 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (RZ 22-08-03)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 22-08-03
ZONING MAP AMENDMENT REQUEST
538 East Main Street**

LOCATION:	538 East Main Street
EXISTING ZONING:	R4 & HOC (High Density Residential & Highway Oriented Commercial)
ACRES:	42.87 acres
PARCEL TAX MAP #:	MS82000035 000
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Single Family Residential
PROPOSED USE:	Townhome Development



PETITIONER Horizon Home Builders
ADDRESS 37 W Fairmont Ave #202, Savannah, GA 31406

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

PROPOSAL

The applicant is requesting a Zoning Map Amendment from the R4 and HOC (High Density Residential and Highway Oriented Commercial) zoning districts to the R2 (Townhouse Residential District) zoning district on a portion of the 42.87 acres of land at 538 East Main Street, to build a 245 unit townhome development. The five parcels fronting on Veteran Memorial Parkway will remain zoned HOC (Highway Oriented Commercial) for the purposes of being able to use the lots for future commercial development.

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 22-08-03 – CONDITIONAL APPROVAL

Case # RZ 22-08-03
538 East Main St
Parcel MS82000035 000

Location Map



1 inch = 400 feet



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

Legend

-  Subject Property
-  Tax Parcel Lines

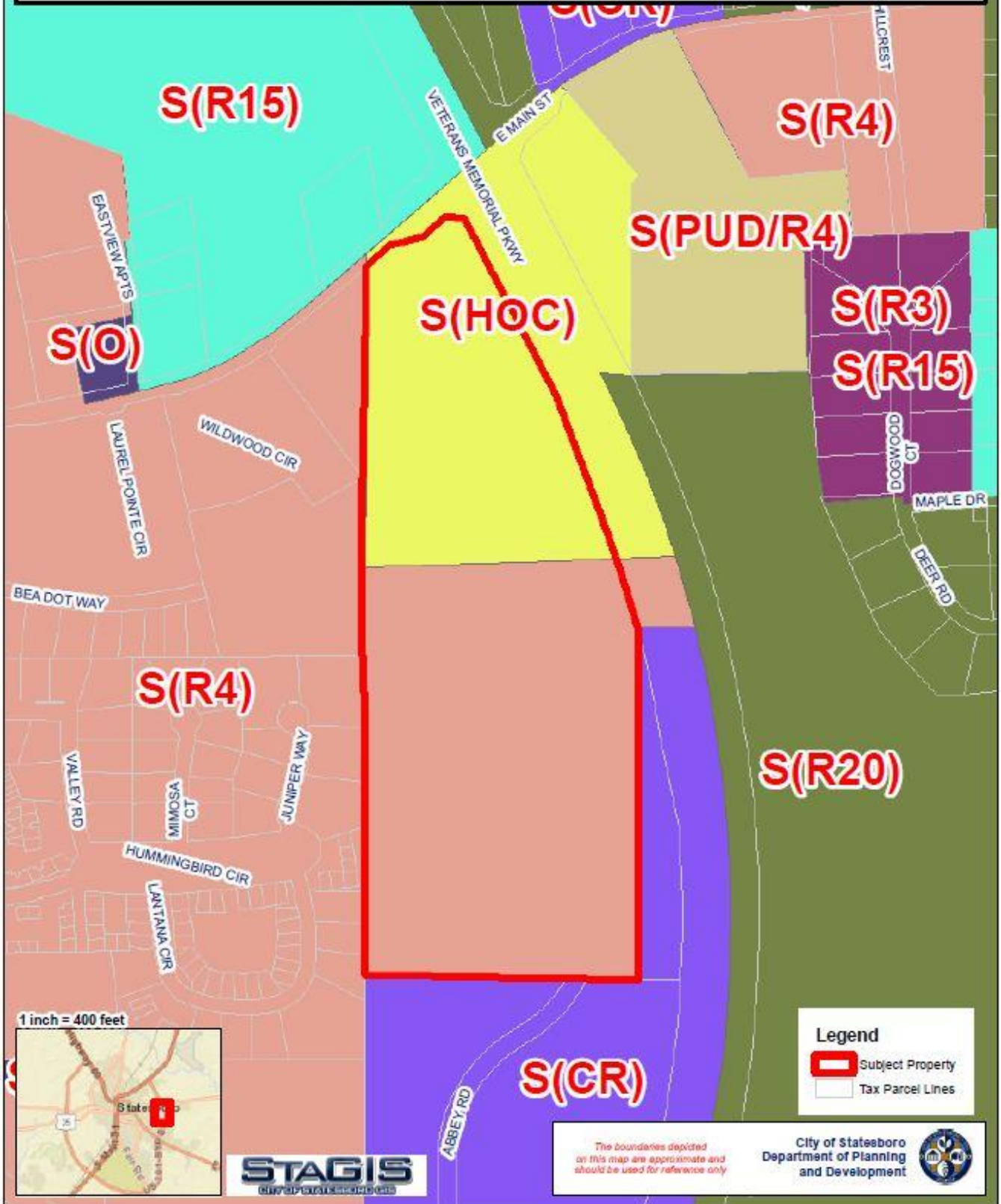
City of Statesboro
Department of Planning
and Development



Case # RZ 22-08-03

538 East Main St
Parcel MS82000035 000

Current Zoning Map



1 inch = 400 feet



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

Legend

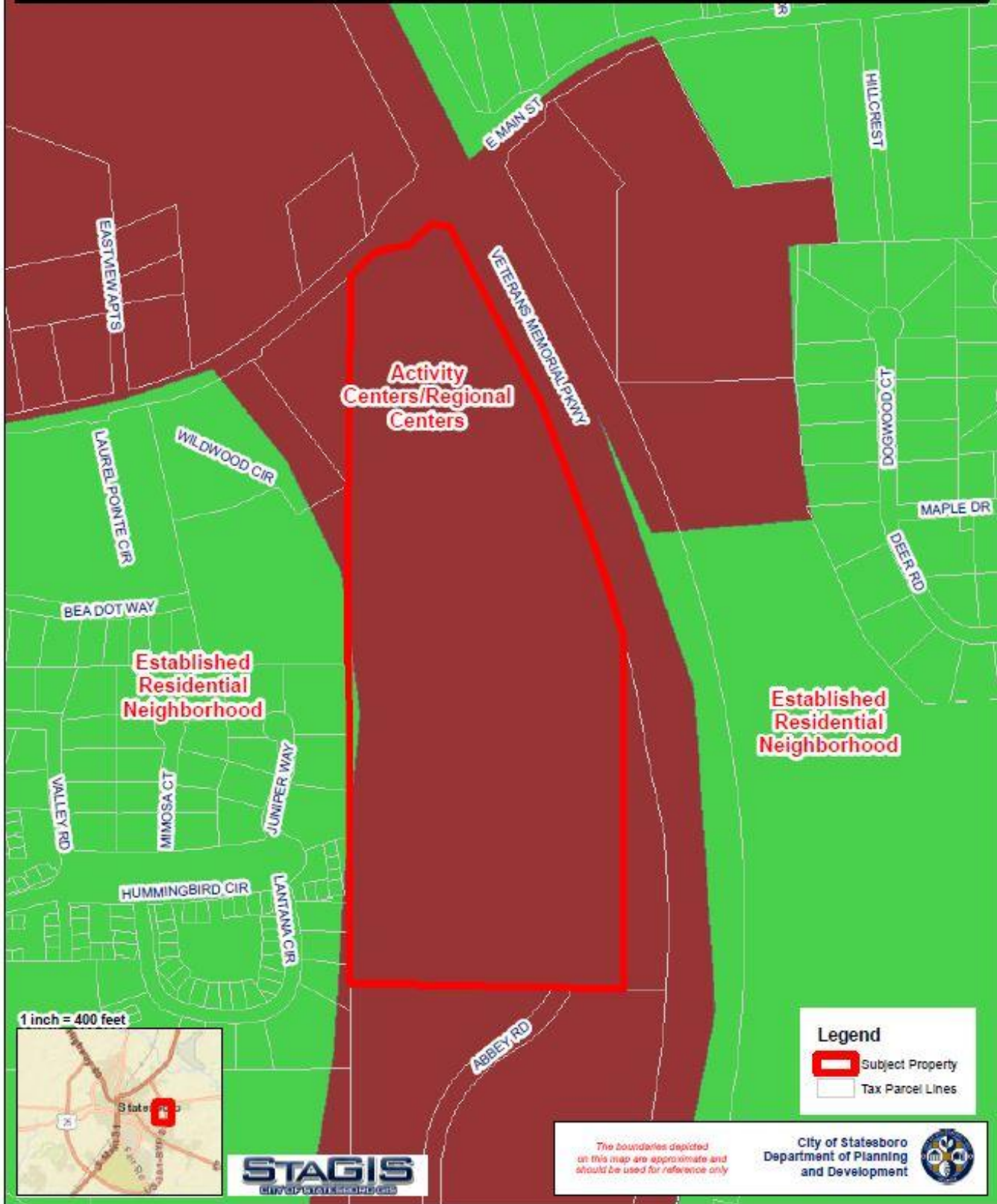
- Subject Property
- Tax Parcel Lines

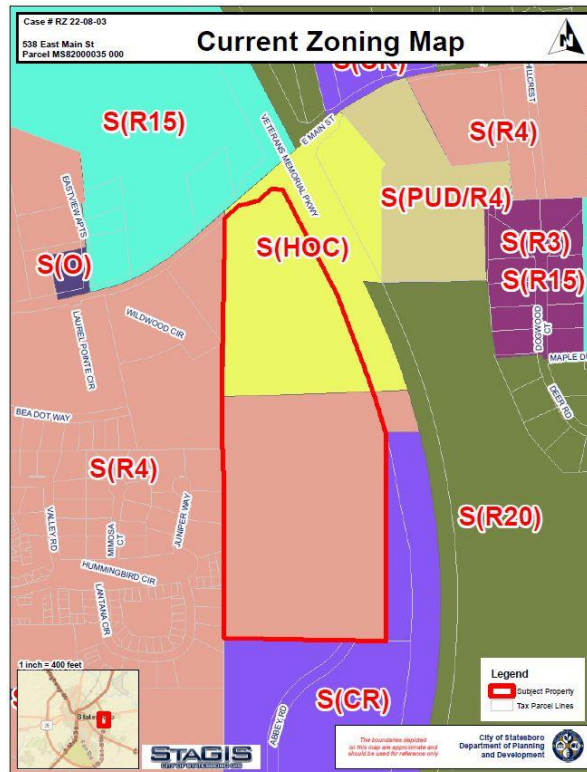
City of Statesboro
Department of Planning
and Development



Case # RZ 22-08-03
538 East Main St
Parcel MS82000035 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R15 (Single Family Residential)	Cell Tower
Northeast	Location Area #2: HOC (Highway Oriented Commercial)	Undeveloped Lot
Northwest	Location Area #3: R4 (High Density Residential)	Church
East	Location Area #4: R20 (Single Family Residential)	Undeveloped Lot
West	Location Area #5: R4 (High Density Residential)	Apartment Complex
Southwest	Location Area #6: R4 (High Density Residential)	Single Family Dwelling
Southeast	Location Area #7: R20 (Single Family Residential)	Undeveloped Lot
South	Location Area #8: CR (Commercial Retail)	Undeveloped Lot

SUBJECT SITE

The subject site is a vacant wooded 42.87 acre lot. The property historically served as a single family residence on the side of the parcel near East Main Street. The proposed site plan shows a 5% open space amenity area, with 3 observation decks, a clubhouse, a pavilion, a dog park, a community swimming pool, and a community lawn.

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

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property has access to both city water and sewer, and road extension must be completed on Abbey Road.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

1. Existing uses and zoning or [of] property nearby.

- The proposed use is of a higher density than the nearby multifamily and single-family properties. **The surrounding lots are zoned HOC (Highway Oriented Commercial), R20 (Single Family Residential), CR (Commercial Retail), and R4 (High Density Residential)**, and are currently occupied by a mix of single family dwellings, a church, and apartment complexes.

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

- Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will not likely reduce the overall value of property in the area.

3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.

- The property would serve as a higher use providing significant additional residential development for the Northern side of the City.

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

- The site does have a house located on it but it does not serve any general use for the public beyond the provided natural foliage. The development would serve the public by increasing residential units within the City.

- 5. The suitability of the subject property for the zoned purposes.**
 - Initial evaluation of the property appears to make this property suitable for the requested use.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - The property has not been vacant as a single family residence is located on the property.
- 7. The extent the proposed change would impact the following:**
 - Population density in the area.
 - Population density would increase significantly with the number of proposed units.
 - Community facilities.
 - The development would increase the use on utilities.
 - Living conditions in the area.
 - The living conditions in the area are likely to increase.
 - Traffic patterns and congestion.
 - There would be an increase in traffic in the area, but the traffic will be primarily on Abbey Road, and into private streets on the development. The Commercial development is also intended to be accessed on Abbey Road.
 - Environmental aspects.
 - There are significant wetlands on the property. Preliminary designs only show a minimal interaction with the area, which would require additional review by the state.
 - Existing and future land use patterns.
 - There is a general residential development pattern in the area. This would be in alignment with that development type.
 - Property values in the adjacent areas.
 - The development of this project will likely increase surrounding property values and provide additional tax base for the City.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
 - The proposed residential/commercial use of the property is in alignment with the existing zoning as well as the general residential zoning of the area. In addition, the general Comprehensive Plan does promote the general development of this type in the area.

PRELIMINARY SITE PLAN



HUSSEY GAY BELL
 Established 1958
 1100 BRAMPTON AVE, STATESBORO, GA 30458 / T912.354.4626

EAST MAIN STREET/GA HWY 24 CONCEPT
 STATESBORO, GA
 HORIZON HOME BUILDERS
 DATE: AUGUST 4, 2022 SCALE: 1" = 200'

Subject Property



Eastern Property



Southern Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-08-03**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this zoning map amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.
2. A solid waste disposal plan must be reviewed and approved by the Department of Public Works during the development.
3. Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and HOA restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro subdivision regulations.

At the regularly scheduled meeting of the Planning Commission on Tuesday, September 6, 2022, the Commission recommended approval of the Zoning Map Amendment and enumerated conditions with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: September 13, 2022

RE: September 20, 2022 City Council Agenda Items

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

Recommendation: Planning Commission Recommends Approval of the Zoning Map Amendment Requested by RZ 22-08-04.

Background: L&S Acquisitions requests a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to develop a 140 unit single-family detached subdivision on 34.88 acres of property located at 1263 S&S Railroad Bed Road (Tax Parcel # 107 000009 000).

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report (RZ 22-08-04)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 22-08-04
ZONING MAP AMENDMENT REQUEST
1263 S&S Railroad Bed Road

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



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

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

PROPOSAL

The applicant is requesting a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning District to the PUD (Planned Unit Development) zoning district on 34.88 acres of vacant land at 1263 S&S Railroad Bed Road, for the purpose of constructing 140 single-family detached dwellings.

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 22-08-04 CONDITIONAL APPROVAL

Case # RZ 22-08-04

1263 S&S Railroad Bed Road
Parcel 107 000009 000



Location Map



1 inch = 400 feet



Legend

-  Subject Property
-  Tax Parcel Lines

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



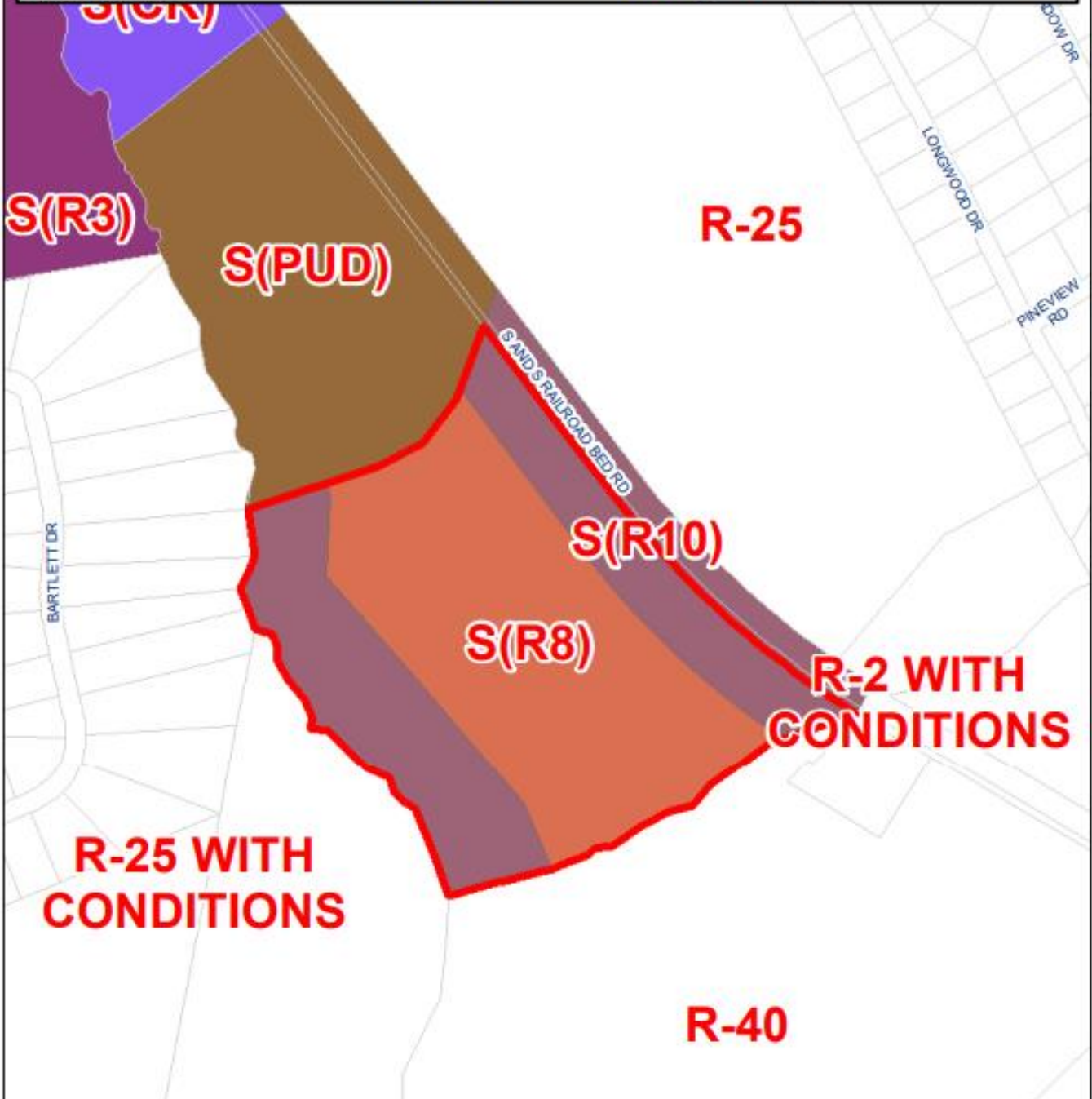
City of Statesboro
Department of Planning
and Development



Case # RZ 22-08-04

1263 S&S Railroad Bed Road
Parcel 107 000009 000

Current Zoning Map



1 inch = 400 feet



Legend

- Subject Property
- Tax Parcel Lines

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

City of Statesboro
Department of Planning and Development



Case # RZ 22-08-04

1263 S&S Railroad Bed Road
Parcel 107 000009 000



Future Landuse Map



1 inch = 400 feet



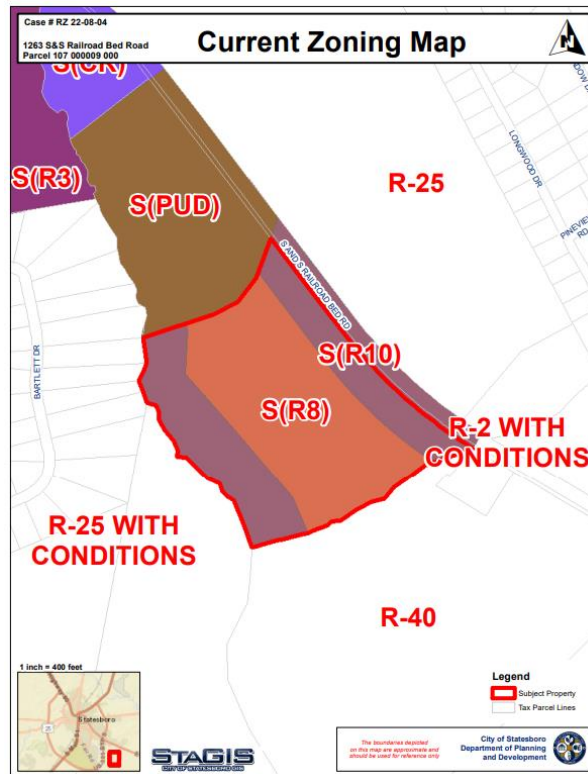
Legend

-  Subject Property
-  Tax Parcel Lines

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

City of Statesboro
Department of Planning
and Development





SURROUNDING LAND USES/ZONING

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

SUBJECT SITE

The subject site is a vacant minimally wooded 34.88 acre lot. The property historically served as agricultural land, primarily growing cotton. During the annexation process in 2013 which incorporated a large section of S&S Railroad Bed Road, this property was split zoned into both the R8 and R-10 zoning districts. As the development needs and general building environment have changed substantially since the annexation, the developer seeks to incorporate specific standards to build this development while still constructing single-family homes. This case was initially sent to City Council and no action was taken, due to issues with the proposed roadways, lack of amenities and density. The applicant has since made revisions to add an additional full access drive, increase the average lot size to approximately 6019 square feet, and provide additional amenities to the area. The open space/amenity area is 5% of the site, and includes a pickle ball court, a pavilion with 2 grilling stations, observation deck to the stormwater retention/wetland area, and a community lawn.

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

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is not currently served by City water or Sewer. Due to the proximity of the property to existing utilities, there would not be significant extension required for utility services on this location. Natural gas would also be available in this area, which would also help further extend the availability of natural gas in both future developing areas of the City (i.e. restaurants, new subdivisions) but also into areas of the unincorporated County that could utilize this service.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

1. Existing uses and zoning or [of] property nearby.

- The proposed use is of a similar density as surrounding subdivisions. **The surrounding lots are zoned PUD (Planned Unit Development), R25 and R40 (County Residential)**, and are currently occupied by a mix of single-family homes, agricultural land, and a multi-family subdivision.

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

- Although an appraisal has not been conducted on the property, it is Staff's opinion that the proposal will not likely reduce the overall value of property

in the area. Sales of property on the trail would likely increase overall values.

3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.

- The property would create additional single-family housing in the municipality, although it would remove a substantial area of agricultural land.

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

- The site has not been developed at this time, and serves no general use based on the current zoning. The general increase in density would be the primary difference regarding this request. The development would serve the public by increasing the stock of housing options, specifically single-family detached housing, within the City limits.

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

- Initial evaluation of the property appears to make this property suitable for the requested use.

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

- The property has not been developed since acquisition of the property by the applicant. Surrounding development has been primarily residential in nature after annexation into the City.

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

- Population density in the area.
 - Population density would increase as the development would add 140 dwelling units.
- Community facilities.
 - The development would significantly increase the use of both water and sewer in the area, but would require an extension of utilities that could serve a larger basin of future development.
- Living conditions in the area.
 - The additional residential units should increase the living conditions in the area, as currently there are only a few houses among the cotton fields.
- Traffic patterns and congestion.
 - There would be an increase in traffic commensurate with the amount of units added. Due to the structure of S&S Railroad Bed Road, care must be taken to resolve future development in the area. The roadway itself in this area does generally belong to the County, and the trail is also adjacent to the development. All approved entrances and exits must be cleared through the County office.
- Environmental aspects.

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

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

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

Subject Property



Eastern Property

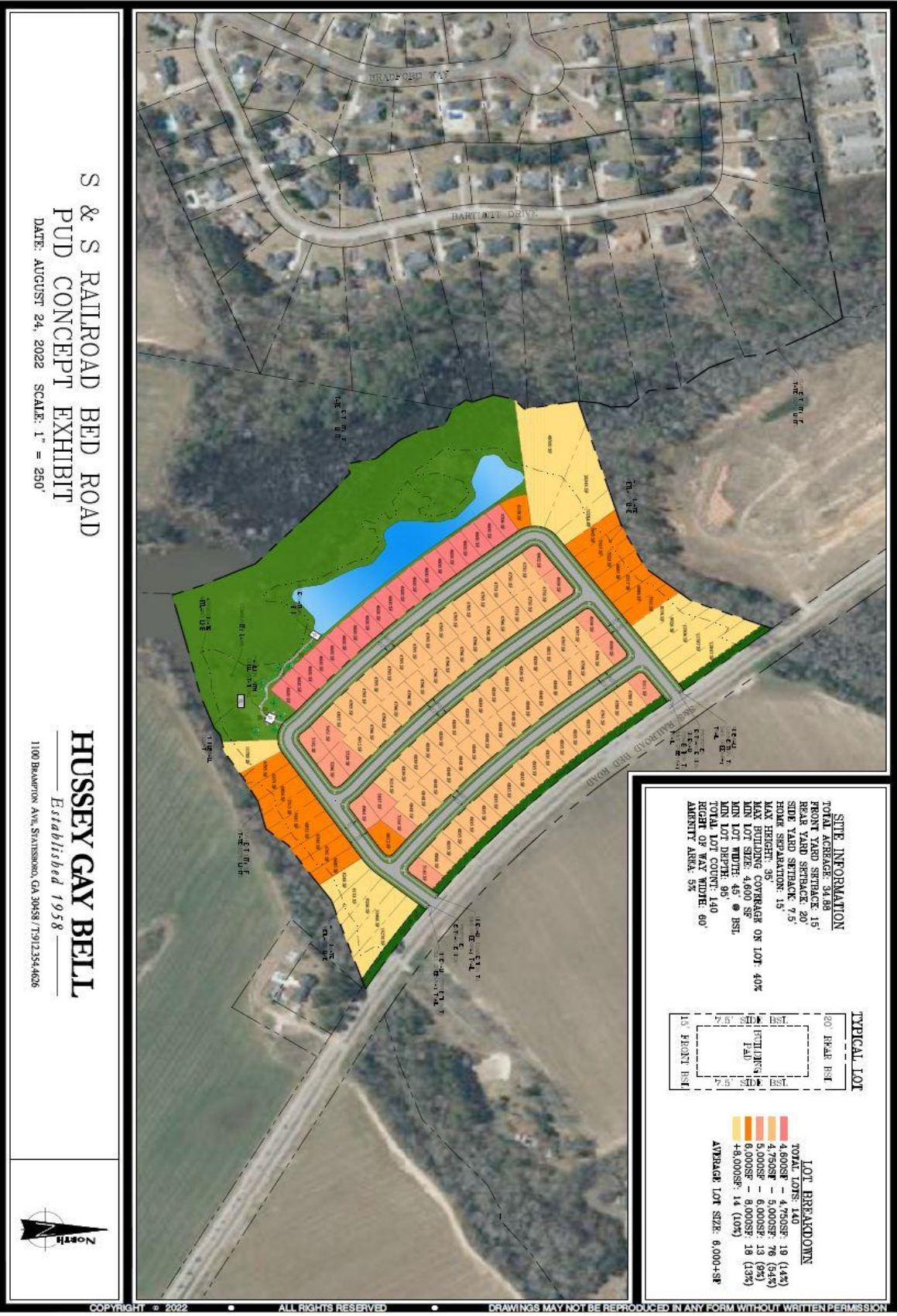


Southern Property



Northern Property



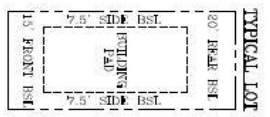


S & S RAILROAD BED ROAD
 PUD CONCEPT EXHIBIT
 DATE: AUGUST 24, 2022 SCALE: 1" = 250'

HUSSEY GAY BELL
 Established 1958
 1100 BRADFORD AVE, STATESBORO, GA 30458 / 751.234.4626



SITE INFORMATION
 TOTAL ACREAGE 34.88
 FRONT YARD SETBACK 15'
 REAR YARD SETBACK 20'
 SIDE YARD SETBACK 7.5'
 ROW SEPARATION 15'
 MAX HEIGHT 35'
 MAX FOOTCANDLE 6.00
 MIN LOT WIDTH 45' @ BSI
 MIN LOT DEPTH 95'
 TOTAL LOT COUNT 140
 RIGHT OF WAY WIDTH 60'
 AMENITY AREA 5%



LOT BREAKDOWN

4,600SF	19 (14%)
4,750SF	26 (54%)
5,000SF	13 (9%)
6,000SF	18 (13%)
+8,000SF	14 (10%)
AVERAGE LOT SIZE:	6,000+SF

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 22-08-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
2. Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and HOA restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.
3. The applicant must install a landscape buffer on S&S Railroad Bed Road of *Elaeagnus pungens* (Silverthorn) to ensure appropriate screening between residents and those utilizing the trail.
4. In alignment with County requirements, the intersection of the drives and the trail must have distinguishing markings and coloring to alert pedestrians of the entry and exit points.

At the regularly scheduled meeting of the Planning Commission on Tuesday, September 6, 2022, the Commission recommended approval of the Zoning Map Amendment and enumerated conditions with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: September 12, 2022

RE: September 20, 2022 City Council Agenda Items

Policy Issue: *Second reading of amendment to Section 2-55 of the Statesboro Code of Ordinances regarding the appointment and terms of members of the One Boro Commission.*

Recommendation: Approve

Background: *Mayor and Council established One Boro Commission on November 17, 2020 with all members serving two year terms. Proposed amendment, directed for drafting by Mayor and Council at the regular meeting held on August 16, 2022, would institute staggered terms to enhance continuity of Commission membership. Council approved First Reading on September 6 with 4-0 vote.*

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amendment

Ordinance 2022-04:

Sec. 2-55. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the One Boro Commission. The One Boro Commission shall consist of 12 members who shall be residents of Bulloch County. The term of office of each appointed member shall be two years, and the term shall begin on October 1, and end at the stroke of midnight on September 30. The initial term for initial members of the One Boro Commission shall end on September 30, 2020. The initial members of the One Boro Commission have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the mayor and city council for a term of two years. Vacancies on the One Boro Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the mayor and city council. The mayor and city council shall have the authority to remove any member of the One Boro Commission by a majority vote for cause, on written charges, after a public hearing. The mayor and city council in consultation with the One Boro Commission may appoint non-voting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

Sec. 2-55. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the One Boro Commission. The One Boro Commission shall consist of 12 members who shall be residents of Bulloch County. ~~The term of office of six members so designated and appointed by mayor and city council shall be two years with six designated members serving a term of one year, and these terms shall begin on October 1, 2022 and end at the stroke of midnight on September 30 of the applicable year. The initial term for initial members of the One Boro Commission shall end on September 30, 2020. The initial members of the One Boro Commission have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the mayor and city council for a term of two years. Subsequent appointments shall be made by mayor and city council for a term of two years~~ Vacancies on the One Boro Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the mayor and city council. The mayor and city council shall have the authority to remove any member of the One Boro Commission by a majority vote for cause, on written charges, after a public hearing. The mayor and city council in consultation with the One Boro Commission may appoint non-voting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

(Ord. No. 2020-09, 11-17-20)

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
Jason Boyles, Assistant City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: City Manager Charles Penny

From: Leah Harden, City Clerk

Date: September 8, 2022

Re: September 20, 2022 City Council Agenda Item

Recommendation: Consideration of a motion to approve **Resolution 2022-34** authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2021 tax year in the amount of \$29,488.83.

Background: This is a reoccurring event and has been waived for years by the Mayor and City Council.

Budget Impact: Taxes would be waived in the amount of \$29,488.83 for the 2021 tax year on Butler Homes, Groover Homes, Cone Homes and Braswell Homes. These low-income housing developments are managed by the Statesboro Housing Authority.

Council Person and District: Groover Homes, Cone Homes and Braswell Homes – Councilmember Phil Boyum – District 1; Butler Homes - Councilmember Paulette Chavers, District 2.

Attachments: Resolution 2022 – 34, PILOT request letter, and computation report.



Dorsey Baldwin, Chairman
Victor Dickey, Commissioner
Carey Cassidy, Commissioner

P.O. Box 552
Statesboro, Georgia 30459
Phone (912) 764-3512
Fax (912) 489-5106

Crystal Simpkins, Vice-Chairman
Cleve White, Commissioner
Rev. Wayne Williams, Commissioner

Monifa Johnson
Executive Director

September 1, 2022

The Honorable Jonathan McCollar, Mayor
City of Statesboro
P.O. Box 348
Statesboro, GA 30458

City Council Members
City of Statesboro
P.O. Box 348
Statesboro, GA 30458

SENT VIA ELECTRONIC MAIL

Dear Mayor McCollar and City Council Members:

Subject: PILOT (Payment in Lieu of Taxes)

The Housing Authority of the City of Statesboro respectfully requests the City of Statesboro to forgive the PILOT for Fiscal Year 2021.

The Housing Authority is allied with the Mayor and Council, in addressing the need for decent, safe, and sanitary housing for low and very-low-income families, in the City of Statesboro, GA. We seek this consideration due to investments made to repair and improve the apartments, and grounds during the aforementioned fiscal year. Also, the global pandemic continues to take an additional financial toll on our Agency through higher costs for construction materials, contractor services, and supply chain issues. Thank you for your consideration of this request.

Best Regards,

Monifa Johnson
Executive Director

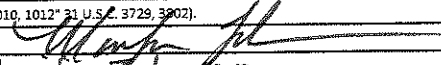
**Computation of Payments
in Lieu of Taxes**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

3/31/2022

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete form unless it displays a currently valid OMB control number.

Name of Local Agency: HOUSING AUTHORITY OF STATESBORO	Location: STATESBORO, GA	Contract Number: A-2832	Project Number: GA132
Part I - Computation of Shelter Rent Charged.			
1. Tenant Rental Revenue (FDS Line 703)		\$ 302,312.70	
2. Tenant Revenue Other (FDS Line 704)		\$ 13,326.14	
3. Total Rental Charged (Lines 1 & 2)		\$	315,638.84
4. Utilities Expense (FDS Line 931 - 939)		\$	23,954.94
5. Shelter Rent Charged (Line 3 minus Line 4)		\$	291,683.90
Part II - Computation of Shelter Rent Collected.			
To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.			
1. Shelter Rent Charged (Line 5 of Part I, above)		\$	291,683.90
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year		\$	30,853.74
3. Less: Tenant Bad Debt Expense (FDS Line 964)		\$	20,765.87
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year		\$	6,883.46
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		\$	294,888.31
Part III - Computation of Approximate Full Real Property Taxes.			
(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
			\$ -
Total			\$ -
Part IV - Limitation Based on Annual Contribution.			
(To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)			
1. Approximate full real property taxes		\$	-
2. Accruing annual contribution for all projects under the contract			
3. Prorata share of accruing annual contribution*			
4. 20% of accruing annual contribution (20% of Line 3)			
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)			
Part V - Payments in Lieu of Taxes.			
1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**		\$	29,488.83
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)		\$	-
* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.			
** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.			
<small>Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012* 31 U.S.C. 3729, 3902).</small>			
Prepared By: Phillip C. Jarrell, LLC		Approved By: 	
PHILLIP JARRELL		Name: Monica Johnson	
Title: Fee Accountant	Date: 5/17/22	Title: Exec Dir.	Date: 5/26/2022
Previous Editions are Obsolete		Page 1 of 1	Form HUD - 52267 (8/2005)

RESOLUTION 2022 - 34: A RESOLUTION AUTHORIZING THE WAIVER OF ANY PAYMENT IN LIEU OF TAXES (PILOT) BY THE STATESBORO HOUSING AUTHORITY TO THE CITY OF STATESBORO FOR THE 2021 TAX YEAR.

THAT WHEREAS, the City of Statesboro has previously established the Statesboro Housing Authority to provide subsidized rental housing to low and moderate income citizens; and

WHEREAS, the Statesboro Housing Authority is exempt from property taxes but is required to make a payment in lieu of taxes (PILOT) based upon the amount of rental income during the fiscal year; and

WHEREAS, in previous years the Mayor and City Council have annually waived the requirement to make this payment in lieu of taxes in order for the Housing Authority to utilize that money on capital improvements and/or maintenance on its facilities; and

WHEREAS, the Statesboro Housing Authority has asked that the payment in lieu of taxes be waived again for 2021 tax year, with the \$29,488.83 to be used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority has provided evidence that prior PILOT funds that were waived have been used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority and the City of Statesboro enjoy an excellent working relationship and the Mayor and City Council wish to assist the Authority in its maintenance efforts;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the "Payment in Lieu of Taxes" in the amount of \$29,488.83 due to the City for the 2021 tax year from the Statesboro Housing Authority is hereby waived so that the funds can be used for additional maintenance on the Authority's facilities.

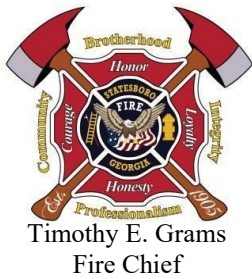
Section 2. That this RESOLUTION shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this ____ day of September 2022.

CITY OF STATESBORO, GEORGIA

BY: _____
Jonathan McCollar, Mayor

ATTEST: _____
Leah Harden, City Clerk



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

CC: Timothy E. Grams, Fire Chief

From: Bobby L. Duggar, Deputy Fire Chief

Date: 09-09-2022

RE: Submission of Application for the 2022 Local Government Risk Management Services (LGRMS) Firefighter Cancer Awareness Incentive Program

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for the LGRMS Firefighter Cancer Awareness Incentive Program funding for projects outlined below.

Background: LGRMS Risk Control, along with ACCG and GMA, have established a \$5,000 reimbursement grant for Fire Departments in order to purchase equipment to reduce firefighter cancer risks. To be eligible, the Statesboro Fire Department has completed all of the necessary requirements as set forth in the program guidance. There are no matching funds obligation and if awarded, the money will be utilized to further our Health & Safety Program initiatives.

Budget Impact: None

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2022 LGRMS Firefighter Cancer Awareness Incentive Program.

**RESOLUTION 2022 - 35: A RESOLUTION APPROVING GRANT APPLICATION FOR THE
2022 LGRMS Firefighter Cancer Awareness Incentive Program**

THAT WHEREAS, Local Government Risk Management Services (LGRMS), in conjunction with ACCG and GMA, announced the availability of a non-matching \$5,000 grant to assist with Firefighter Cancer Risk Reduction; and,

WHEREAS, this grant will further assist the City of Statesboro Fire Department's Health & Safety initiatives to further reduce Firefighter injuries and cancer risks.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Statesboro, Georgia in regular session assembled this 20th day of September 2022 hereby authorizes the application for the 2022 LGRMS Firefighter Cancer Awareness Incentive Program.

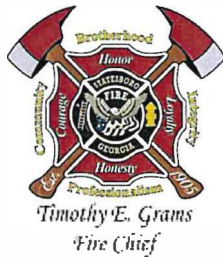
BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 20th day of September 2022.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk



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

CC: Timothy E. Grams, Fire Chief

From: Bobby L. Duggar, Deputy Fire Chief

BLD

Date: 9-9-2022

RE: Approval to Accept 2021 Assistance to Firefighters Grant (AFG)

Policy Issue: NA

Recommendation: To approve the acceptance of the 2021 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 2021 AFG. The total amount requested for this application was \$207,800.00 to fund the following projects.

- 1) Continuation of the Fire Department Physician Program.
 - \$35,000.00 project request.
- 2) Firefighter Personal Protective Equipment (Turnout Gear).
 - \$3,500.00 per set, for 12 full sets.
 - \$42,000.00 project request.
- 3) Self-Contained Breathing Apparatus (Airpacks)
 - \$6,000 per pack, \$2,000 per bottle, \$300 per mask
 - 12 packs, 24 bottles, and 36 masks.
 - \$130,800.00 project request.

The Statesboro Fire Department has been awarded \$35,000 of the \$207,800.00 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.



Statesboro Fire Department

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



*Jonathan M. McCollar
Mayor*

Budget Impact: The relevant stipulations of 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.

Council Person and District: All

Attachments: Grant Award Packet which includes:

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

Award Letter

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

Effective date: 09/02/2022



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

EMW-2021-FG-03960

Dear Stephan Hutchins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 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 2021 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
- 2021 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,



PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: STATESBORO, CITY OF

UEI-EFT: SH1HA2CSKFX3

DUNS number: 026556241

Award number: EMW-2021-FG-03960

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. 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 Assistance to Firefighters 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 Fiscal Year (FY) 2021 Assistance to Firefighters Grants 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	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
Federal	\$31,818.18
Non-federal	\$3,181.82
Total	\$35,000.00
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 FY2021 AFG NOFO.

Approved request details:

Wellness and fitness programs

Periodic Physical Exam/Health Screening

DESCRIPTION

Contract with a local licensed medical doctor (MD) to serve as the department's medical director. Will be responsible for overseeing and signing off on NFPA 1582 compliant exams and results. This addition will complete all 5 priority 1 activities listed under the Health and Wellness Guidelines.

QUANTITY	UNIT PRICE	TOTAL
1	\$35,000.00	\$35,000.00

BUDGET CLASS

Contractual

Personal Protective Equipment (PPE)

**RESOLUTION 2022-36: A RESOLUTION TO ACCEPT 2021
ASSISTANCE TO FIREFIGHTERS GRANT FOR THE CITY OF
STATESBORO, GEORGIA**

THAT WHEREAS, on September 9th, 2022, the City of Statesboro Fire Department received notification from FEMA of intent to award the 2021 Assistance to Firefighters Grant in the amount of \$31,818.18, Grant Number EMW-2021-FG-03960, with a 10% match in the amount of \$3,181.82, to fund the Fire Department Physician Program with a total project cost of \$35,000.00 as per the attached documents dated 09/02/2022; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 20th day of September hereby accepts the 2021 Assistance to Firefighters Grant

Adopted this 20th day of September 2022.

CITY OF STATESBORO, GEORGIA

By Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

EXAMPLED

CITY OF STATESBORO



COUNCIL

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

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

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

September 10, 2022

MEMO TO: Mr. Charles Penny, City Manager

FROM: Cindy S. West, Director of Finance

RE: Budget Amendment

Enclosed is the First Budget Amendment for Fiscal Year 2023. The amendment is to Carryforward Capital items budgeted for in Fiscal Year 2022 but not completed as of June 30, 2022. I recommend the approval of the proposed budget amendment.

RESOLUTION 2022-37: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2023 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this First Budget Amendment for Fiscal Year 2023;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Budget Amendment for the City's Fiscal Year 2023 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 20th day of September, 2022.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

ATTACHMENT #1

FY 2023 FIRST BUDGET AMENDMENT

100 General Fund:

- No Changes.

Net effect on Fund is: None.

210 Confiscated Assets Fund:

- No Changes.

Net effect on Fund is: None.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant:

- No Changes.

Net effect on Fund is: None.

230 ARPA Fund:

- Increase Expenditure for WWD-32b Foxlake Subdivision Sewer Project by \$721,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Fund Balance by \$721,000.

250 Multiple Grants Fund:

- No Changes.

Net effect on Fund is: None.

270 Statesboro Fire Service Fund:

- Increase.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- No Changes.

Net effect on Fund is: None.

286 Technology Fee Fund:

- No Changes.

Net effect on Fund is: None.

323 2013 SPLOST Fund:

- Increase Expenditure for STM-36 Northlake Drainage Project by \$999,250. Carry forward project from FY2022.
- Increase Expenditure for NGD-58 CNG Station by \$30,000. Carry forward project from FY2022.

- Increase Expenditure for GBD-3 Renovations to Administrative Facilities by \$19,000. Carry forward from FY2022.

Net effect on Fund is: Decrease in Fund Balance by \$1,048,250.

324 2018 TSPLOST Fund:

- Increase Expenditure for ENG-96 Traffic Studies and Planning by \$200,000. Carry forward project from FY2022.
- Increase Expenditure for ENG-115 South Main Street by \$1,205,410. Carry forward project from FY2022.
- Increase Expenditures for ENG-116 R Excavator Replacement by \$200,000. Carry forward project from FY2022.
- Increase Expenditures for ENG-122g Gentilly Road Sidewalk by 360,580. Carry forward project from FY2022
- Increase Expenditures for ENG-122h East Jones Street Sidewalk by 24,365. Carry forward project from FY2022
- Increase Expenditures for ENG-122k West Main Street Sidewalk by 29,965. Carry forward project from FY2022
- Increase Expenditures for ENG-122m Chandler Road Sidewalk by \$150,000. Carry forward project from FY2022.
- Increase Expenditures for ENG-122n East Grady Street Sidewalk by \$29,890. Carry forward project from FY2022.
- Increase Expenditures for ENG-122o Bulloch Street Sidewalk by \$115,295. Carry forward project from FY2022.
- Increase Expenditures for ENG-122p Brannen Street Sidewalk by \$245,150. Carry forward project from FY2022.
- Increase Expenditure for ENG-123 Intersection Improvements by \$449,825. Carry forward project from FY2022.
- Increase Expenditures for ENG-124c West Main Street Drainage by \$725,000. Carry forward project from FY2022
- Increase Expenditure for ENG-128 Resurfacing or Rehabilitating Streets by \$578,450. Carry forward project from FY2022.
- Increase Expenditure for ENG-134 Limited Transit System by \$150,000. Carry forward project from FY2022.
- Increase Expenditure for ENG-136 Subdivision Incentive Program by \$175,000. Carry forward project from FY2022

Net effect on Fund is: Decrease in Fund Balance by \$4,638,930.

325 2019 SPLOST

- Increase Expenditure for FD-69 Facility Upgrades by \$50,000. Carry forward project from FY2022.
- Increase Expenditure for FD-89 Station 1 Driveway by \$75,000. Carry forward project from FY2022.
- Increase Expenditure for GBD-3 Renovations to Administrative Facilities by \$350,000. Carry forward from FY2022.

- Increase Expenditure for GBD-4 Renovations to Cultural Facilities by \$75,000. Carry forward from FY2022.

Net effect on Fund is: Decrease in Fund Balance by \$550,000.

344 LMIG – Akins Boulevard

- Increase Expenditure for ENG-138 Akins Boulevard by \$872,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Fund Balance by \$872,000.

350 Capital Improvements Program Fund:

- Increase Revenue from GMA Lease Pool by \$44,000.
- Increase Expenditure for STS-74R Work Truck Replacement by \$44,000. Carry forward project from FY2022.
- Increase Expenditure for Emergency Operations Center by 150,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Fund Balance by \$150,000..

505 Water and Sewer Fund:

- Increase Expense on the Cash Flow Statement for WTP-4 Replace Truck by \$40,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WTP-13 Upgrades to WWTP Maintenance Shop by \$40,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WTP-24 Upgrades to WWTP Influent Pumps and Aeration Blowers by \$1,348,680. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WWD-32a Extension of Water and Sewer to Unserved Areas by \$150,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WWD-32f Extension of Water and Sewer to Cawana/Burkhalter by \$325,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WWD-138 Replace Service Truck by \$62,015. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WWD-154 Extension of Water and Sewer in Gateway Industrial Park by \$500,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for WWD-174 Extend Water and Sewer Services on Hwy 67 South by \$1,100,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Cash by \$3,565,695.

507 StormWater Fund:

- Increase Revenue from GEFA Grant by \$3,250,000.

- Increase Expense on the Cash Flow Statement for STM-29 Lydia Street Drainage by \$100,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for STM-30R Excavator Replacement by \$275,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for STM-34 Little Lotts Flood Control by \$3,250,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Cash by 375,000.

515 Natural Gas Fund:

- Increase Expense on the Cash Flow Statement for NGD-75R Replace Service Truck by \$62,015. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for NGD-88 Subdivision Incentive by \$250,000. Carry forward project from FY2022.
- Increase Expense on the Cash Flow Statement for NGD-93 Retaining Wall by \$20,000. Carry forward project from FY2022.

Net effect on Fund is: Decrease in Cash by \$332,015.

541 Solid Waste Collection Fund:

Commercial Division

- No Changes.

Residential Division

- No Changes.

Rolloff Division

- No Changes.

Yardwaste Division

- No Changes.

Net effect on Fund is: None.

542 Solid Waste Disposal Fund:

- No Changes.

Net effect on Fund is: None.

601 Health Insurance Fund:

- No Changes.

Net effect on Fund is: None.

602 Fleet Management Fund:

- No Changes.

Net effect on Fund is: Decrease in Cash by \$100,000.

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

605 Central Service Fund:

- No Changes.

Net effect on Fund is: None.

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
I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: September 10, 2022

RE: The Low-Income Household Water Assistance Program (LIHWAP)

Background: Consideration to enter into an intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP). This agreement is for the provision of federal funds to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

Recommendation: Staff recommends approval of the IGA

Budget Impact: N/A

Council Person and District: All

Attachments: Proposed IGA



**AGREEMENT
BETWEEN
THE GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY
AND CHILDREN SERVICES**

AND

CITY OF STATESBORO

[Name of Home Water Supplier]

FOR

THE LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

This Agreement (“Agreement”) is made and entered into by and between the Georgia Department of Human Services, Division of Family and Children Services (“DHS-DFCS”) and CITY OF STATESBORO (“Home Water Supplier”), each individually a “Party” and collectively referred to as the “Parties” and shall be effective upon the date of last signature by the authorized representatives of the Parties (“Effective Date”).

WHEREAS, DHS is the State agency that administers and sets parameters for a statewide system of programs and services that provide public assistance to the disadvantaged, disabled and elderly residents of the State of Georgia (the “State”) through a network of other agencies and organizations, pursuant to O.C.G.A. § 49-2-1 et seq.;

WHEREAS, Home Water Supplier refers to any private or public entity in the business of supplying water for human consumption and/or wastewater related services to customers through public water systems, such as pipelines.

WHEREAS, DHS and Home Water Supplier are empowered to enter into this Agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement.

WHEREAS, DHS and Home Water Supplier enter this Agreement for the provision of federal funds to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, and rate reduction to assist low-income households with water and wastewater reconnection and ongoing services for households eligible for the Low-Income Household Water Assistance Program (“LIHWAP”). The term “arrearage” includes any past due balance on an account.

WHEREAS, DHS operates LIHWAP in accordance with Term Eleven in the Supplemental Terms and Conditions, incorporated in this Agreement as **Attachment A**, as set forth by the United States Department of Health and Human Services' Administration for Children and Families, Office of Community Services. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with the public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

WHEREAS, DHS and Home Water Supplier acknowledge that the services provided under this Agreement are governed by and subject to the federal and state laws and regulations in accordance with LIHWAP and its Supplemental Terms and Conditions (**Attachment A**).

NOW THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. PARTIES' JOINT RESPONSIBILITIES

The Parties agree to:

1.1. Maintain regular communication with each other, in all matters, as needed throughout the duration of the Agreement.

1.2. Work in partnership with each other and with each Party's authorized representatives and contractors in the provision of the services and such other goals as may be mutually agreed upon by the Parties.

1.3. Provide information and documentation as reasonably necessary to meet the obligations of this Agreement.

1.4. Cooperate in good faith with any audit or financial reviews conducted by the other Party or any other authorized entity regarding this Agreement. This includes maintaining and providing information descriptive of the services required under this Agreement necessary for the other Party to meet any reporting requirements imposed by State or federal law.

2. HOME WATER SUPPLIER RESPONSIBILITIES

Home Water Supplier agrees to:

General:

2.1. Provide DHS-DFCS a copy of the Employer Identification Number document, which was issued to the Home Water Supplier and which displays the number used by the IRS as the Home Water Supplier's tax identification number.

2.2. Provide DHS-DFCS with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.

2.3. Notify DHS-DFCS immediately when the tax identification number is changed. A new W-9 form will be completed and returned to DHS-DFCS.

2.4. Notify DHS-DFCS within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

2.5. For privately owned Water Companies: Notify DHS-DFCS if the Home Water Supplier owner or an employee of the Home Water Supplier is also employed by DHS-DFCS or a member of his/her immediate family is employed by the DHS-DFCS. ("Immediate family" means either a spouse or any other person who resides in the same household as the owner/employee and who is a dependent of the owner.)

2.6. For the purpose of monitoring compliance with this Agreement and LIHWAP program compliance, the Home Water Supplier agrees to allow representatives of the Community Action Agency and DHS-DFCS access to all account information for the LIHWAP recipients.

2.7. The provisions found at Section 5 of this Agreement are hereby incorporated.

Financial Information/Billing:

2.8. Provide drinking water and/or wastewater services to each eligible and approved residential household, for which payment is provided under this Agreement.

2.9. Charge LIHWAP households using the Home Water Supplier's normal billing process.

2.10. Apply LIHWAP funds for currently open/active accounts, only, as follows:

2.10.1. Do not apply LIHWAP funds to any closed/inactive accounts.

2.10.2. If there is an arrearage on an open/active account, apply all LIHWAP funds to the arrearage on the account first. All remaining payment shall be applied to the customer's current account balance, which may result in a credit on the account. If the water services have been disconnected, the Home Water Supplier agrees to restore water services within 10 business days upon the receipt of the payment from LIHWAP.

2.10.3. If there are no arrears on an open/active account, apply all LIHWAP funds to the customer's current account balance, which may result in a credit on the account.

2.10.4. Charge all LIHWAP households the same rate for home drinking water and/or wastewater services that the Home Water Supplier bills to non-LIHWAP households.

2.10.5. Do not apply LIHWAP payments to account balances that have previously been written off.

2.10.6. Do not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.

2.10.7. Post all payments to customer accounts within 5 business days of receiving the payment.

2.10.8. Clearly notate and distinguish on all LIHWAP household accounts, the LIHWAP funds that are applied to the account.

2.10.9. After LIHWAP funds are applied to an account, include on the customer's next billing statement information concerning all LIHWAP funds applied to the account.

2.11. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to DHS-DFCS.

2.12. Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.

2.13. Cooperate with any Federal, State, or local investigation, audit, or program review. Allow DHS-DFCS representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.

2.14. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

2.15. Take corrective action in the timeframe specified by the DHS-DFCS if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the Home Water Supplier into compliance.

2.16. Understand that failure to implement corrective actions may result in the immediate disqualification from participation in the LIHWAP.

Data Collection:

2.17. DHS-DFCS requires the Home Water Supplier to maintain data regarding performance measures, which includes but may not be limited to:

2.17.1. Written information to DHS-DFCS on an eligible household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods even when it may be from a prior occupant household. If the eligible household has been a customer for less than 12 months, the Home Water Supplier will provide LIHWAP with the requested data and include the number of months that the data supports.

2.17.2. The itemized amount, cost, and type of water assistance and services provided for eligible households approved for assistance under this award.

2.17.3. The type of water assistance used by the eligible household, i.e., drinking

water, wastewater etc.

2.17.4. The impact of the LIHWAP benefit on the LIHWAP household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).

2.18. The performance measures data must be provided at no cost to DHS-DFCS nor the account holder and provided to DHS-DFCS within a timeframe specified by DHS-DFCS. Additionally, the performance measures data must be provided in the format requested by DHS-DFCS (or an authorized agent for the DHS-DFCS) for the purposes of verification, research, evaluation, analysis, and reporting. Prior to requesting performance measures data, DHS-DFCS will obtain authorization for release of information from the LIHWAP applicant.

3. DHS-DFCS RESPONSIBILITIES

DHS-DFCS agrees to:

3.1. DHS-DFCS will evaluate the relationship to determine if there is a conflict of interest that will preclude the Home Water Supplier from providing LIHWAP services to a designated locality(s). (Conflict of Interest is defined as a situation that has the potential to undermine the impartiality of a person in an official position because of the possibility of a clash between the person's self-interest and professional interest or public interest.)

3.2. Not serve as the Home Water Supplier for a household in which s/he is a current recipient of assistance from the LIHWAP. (For these purposes, current will be defined as during the present federal fiscal year. Applies to privately owned Water Companies).

3.3. Not serve as the Home Water Supplier for a dwelling/property that s/he owns. (Applies to privately owned Water Companies).

4. TERM

4.1. This Agreement shall begin on the Effective Date and shall continue until September 30, 2023, unless terminated earlier pursuant to **Section 7, Termination**; provided, however, that termination or expiration of this Agreement shall not affect any obligations, representations, or warranties, which by their nature survive termination or expiration. Thereafter, this Agreement may be renewed by the Parties for an additional term, which shall begin on October 1 and end at midnight on September 30, of the following year ("Renewal Option") as follows:

4.2. The terms and conditions in effect at the time of the renewal shall apply to each renewal term. DHS-DFCS shall send Home Water Supplier written notice memorializing the Parties' intent to exercise a renewal option under this Agreement. Renewal is not automatic.

5. PAYMENT

5.1. All funds for payment made pursuant to this Agreement will be paid directly to the Home Water Supplier by a DHS-DFCS contracted Community Action Agency, as outlined in this Agreement. “Responsibilities of the Community Action Agency” are detailed in **Attachment B** of this Agreement.

5.2. If a Community Action Agency notifies the Home Water Supplier that a payment is a duplicate or was sent in error, the refund check must be made payable to the Community Action Agency within 10 business days of notification. The Home Water Supplier shall refund only the portion of the payment that was a duplicate or the portion of the payment that was sent in error. Do not return the entire check.

5.3. If the Home Water Supplier receives notification that a LIHWAP payment has not posted to the correct account, the Home Water Supplier must credit the LIHWAP payment to the correct account within 5 business days.

6. RELATIONSHIP OF THE PARTIES

6.1. Neither Party is an agent, employee, assignee or servant of the other. It is expressly agreed that this Agreement is not to be construed as creating a partnership, joint venture, master-servant, principal-agent, or other relationship for any purpose whatsoever. Furthermore, neither Party is authorized to or has the power to obligate or bind the other by contract, agreement, warranty, representation or otherwise in any manner whatsoever.

7. TERMINATION

7.1. This Agreement may be cancelled or terminated, in whole or in part:

7.1.1. For convenience of either Party upon delivery of thirty (30) calendar days’ written notice of intent to do so, signed by a duly authorized representative of either Party;

7.1.2. By operation of law or act of the General Assembly, so as to render the fulfillment of the Agreement infeasible; and

7.1.3. In the event sufficient appropriated, otherwise obligated funds no longer exist for the payment of a Party’s obligations hereunder.

7.2. In the event of termination of this Agreement for any reason, the Parties shall remain liable for only those amounts, if any, incurred up to and including the termination date, subject to appropriations and the payment terms of this Agreement. If the Parties fail to agree in whole or in parts as to the amounts with respect to monies to be paid in connection with the total or partial termination, **Section 13, *Dispute Resolution***, shall govern.

8. DEFAULT

8.1. If there is an event of default, the non-defaulting Party shall provide written notice thereof requesting that the breach or noncompliance be remedied within the time period specified in the notice. If the breach or noncompliance is not remedied by such date, the non-defaulting Party may immediately terminate this Agreement, in whole or in part, without additional written notice.

9. LIMITATION OF LIABILITY

9.1. No civil action may be brought under this Agreement by one Party against the other Party.

9.2. DHS-DFCS shall not be held liable for claims arising solely from the acts, omissions or negligence of Home Water Supplier. Home Water Supplier shall not be held liable for claims arising solely from the acts, omissions or negligence of DHS-DFCS.

10. CONFIDENTIALITY AND PERSONAL HEALTH INFORMATION

10.1. All Parties herein shall abide by all state and federal laws, rules and regulations, and DHS policy on respecting confidentiality of an individual's records. The Parties herein further agree not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, consumer/client/customer, or responsible parent or guardian.

10.2. Pursuant to 45 C.F.R § 160.103, the Parties agree that DHS-DFCS is a "covered entity" as defined by the federal Standards for Privacy of Individually Identifiable Health Information. DHS-DFCS from time to time may disclose "protected health information" ("PHI") to carry out the functions of this Agreement. These disclosures relate to PHI created or acquired by DHS-DFCS in connection with programs it administers.

10.3. PHI disclosed pursuant to this Agreement is confidential information and will be subject to appropriate safeguards while in DHS-DFCS possession. PHI will not be re-disclosed by DHS-DFCS or its employees without the written consent of the individual to whom the PHI relates or that individual's authorized representative, except as may be required by compulsory legal process. PHI will be retained by DHS-DFCS as required by law and, as appropriate, will be destroyed only in accordance with approved records retention schedules.

10.4. DHS-DFCS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (hereinafter referred to as 'HIPAA'), to obtain satisfactory assurances that its Business Associates will provide appropriate safeguards to ensure the security, confidentiality and integrity of PHI that a Business Associate may receive or create on behalf of DHS-DFCS pursuant to this Agreement, and to document those assurances by entering into a Business Associate Agreement with certain entities that provide activities and/or services involving the use of PHI.

10.5. The Home Water Supplier who utilizes, accesses, or stores personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify DHS-DFCS of any breach or suspected breach in the security of such information. The Home Water Supplier shall allow DHS-DFCS to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.

11. NOTICE

11.1. All notices, requests, or other communications (excluding invoices) under this Agreement shall be in writing and either transmitted via overnight courier, electronic mail, hand deliver or certified or registered mail, postage prepaid and return receipt requested to the Parties at the following addresses. Notices will be deemed to have been given when received.

DHS-DFCS:

Project Leader

Cynthia Bryant, MPH
LIHEAP/CSBG/LIHWAP Unit Director
2 Peachtree Street
Suite 21-253
Atlanta, GA 30303
(404) 463-1679
Cynthia.Bryant@dhs.ga.gov

Contracts Administrator

Contracts Manager
Office of Procurement, Contracts and Vendor Management
2 Peachtree Street, NW
Suite 27-214
Atlanta, Georgia 30303
(404) 656-4861
(770) 359-3276 (fax)

Home Water Supplier

Refer to Attachment C for the Home Water Supplier's contact information.

11.2. In the event a Party decides to identify a new or additional point-of-contact, said Party shall send written notification to the other Party identifying, the name, title, and address of the new point-of-contact. Identification of a new point-of-contact is not considered an amendment to this Agreement.

12. AMENDMENTS IN WRITING

12.1. The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the Parties agree to cooperate fully in connection with such amendments if and as necessary. However, no amendment, modification or alteration of this Agreement will be valid or effective unless such modification is made in writing and signed by both Parties and affixed to this Agreement as an amendment. Except for the specific provisions of the Agreement which are amended, the Agreement remains in full force and effect after such amendment.

13. COMPLIANCE WITH APPLICABLE LAWS

13.1. The Parties agree to comply and abide by all federal and state laws, rules, statutes, case law, precedent, policies, or procedures that may govern the Agreement, or any of the Parties' responsibilities. To the extent that applicable federal and state laws, rules, regulations, statutes, case law, precedent, policies, or procedures - either those in effect at the time of the execution of this Agreement, or those which become effective or are amended during the life of the Agreement - require a Party to take action or inaction, any costs, expenses, or fees associated with that action or inaction shall be borne and paid by said Party.

14. ASSIGNMENT

14.1. No Party may assign this Agreement, in whole or in part, without prior written consent of the other Party, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect. If requested by DHS-DFCS, the Home Water Supplier shall furnish DHS-DFCS the names, qualifications, and experience of their proposed subcontractors. The Home Water Supplier shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.

15. DISPUTE RESOLUTION

15.1. The Parties shall cooperate with each other in good faith and agree to amicably settle any differences expediently through negotiations. Outstanding issues shall be resolved between departmental unit management as appropriate. If no resolution can be reached at the appropriate unit level, the issue will be escalated to upper/ senior management for resolution. If no resolution can be reached at the upper/senior management level, the issue will be escalated to the commissioner level for resolution.

16. MISCELLANEOUS PROVISIONS

16.1. Audits. The Parties may audit the performance of this Agreement following reasonable notice to the other. The Parties agree to cooperate with such audit and to furnish any and all records and information reasonable requested by the other.

16.2. Boycott of Israel. Home Water Supplier certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

16.3. Governing Law. This Contract and the rights and obligations of the Parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

16.4. Legislation. Each Party shall promptly notify the other Party of proposed legislation which may affect the subject matter of this Agreement.

16.5. Parties Bound. This Agreement is binding upon all employees, agents and third-party vendors of Home Water Supplier and DHS-DFCS and will bind the respective heirs, executors, administrators, legal representatives, successors and assigns of each Party.

17. WAIVER AND SEVERABILITY

17.1. No failure or delay in exercising or enforcing any right or remedy hereunder by a Party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent deemed to be omitted, and the balance of the Agreement shall remain enforceable.

18. COUNTERPARTS/ELECTRONIC SIGNATURES

18.1. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature below that is transmitted by facsimile or other electronic means shall be binding and effective as the original.

19. ENTIRE AGREEMENT

19.1. This Agreement together with attachments or exhibits, which are incorporated by reference, constitutes the complete agreement and understanding between the Parties with respect to the subject matter and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

20. NONDISCRIMINATION

20.1. The Home Water Supplier shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination. Additionally, the Home Water Supplier shall not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.

21. FRAUD

21.1. The Home Water Supplier will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to DHS-DFCS or knowingly allowing others to do so; intentional failure to notify the DHS-DFCS of a change in circumstances that affects payments received by the Home Water Supplier; intentionally accepting payments that the Home Water Supplier knows, or by reasonable diligence would know, the Home Water Supplier is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the Home Water Supplier is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.

21.2. For overpayments received by the Home Water Supplier that are not the result of intent to defraud, the Home Water Supplier shall be required to repay the full amount to the Community Action Agency.

(SIGNATURES ON FOLLOWING PAGE)

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Agreement and the undersigned duly authorized officers or agents of each Party have hereunto affixed their signatures on the day and year indicated below.

GEORGIA DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES

Matthew Krull, Deputy Commissioner of
Operations

Date:

CITY OF STATESBORO

[Name of Home Water Supplier]

[Name of signatory]

[Title]

Date:



ADMINISTRATION FOR
CHILDREN & FAMILIES

330 C Street, S.W., Washington, DC 20201 | www.acf.hhs.gov

SUPPLEMENTAL TERMS and CONDITIONS

The **General Terms and Conditions** apply to all mandatory grant programs. These Supplemental Terms and Conditions are additional requirements applicable to the program named below.

By acceptance of awards for this program, the grantee agrees to comply with the requirements included in both the General and Supplemental Terms and Conditions for this program.

Office of Community Services (OCS)

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Assistance Listing No. 93.568(B) (with modifications based on P.L. 116-260)

APPLICABLE LEGISLATION, STATUTE, REGULATIONS

1. The administration of this program is authorized under Section 533 Title V of Division H of the Consolidated Appropriations Act, 2021, Public Law No: 116-260. Consistent with legislative instructions, program requirements use existing processes, procedures, and policies currently in place to provide assistance to low-income households. In particular, OCS has closely modeled the Low Income Household Water Assistance Program's (LIHWAP) terms and conditions on assurances and requirements outlined in the Low Income Household Energy Assistance Act, 42 U.S.C. 8621 *et seq.*
2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards is located under 45 CFR Part 75. In accordance with 45 CFR 75.101 applicability, this program must comply with 45 CFR Part 75 in its entirety. No exceptions have been identified.
3. Additional applicable regulations and requirements can be found in the General Terms and Conditions for Mandatory: Formula, Block and Entitlement Grants.

COST SHARING OR MATCHING (NON-FEDERAL SHARE) OF PROGRAM FUNDING

4. The federal financial participation rate (FFP) is 100 percent for this program. The federal award provides funds for 100 percent of allowable, legitimate program costs.
5. There is no non-federal cost share/matching required for this program. Program funds for this program are awarded with a 100 percent FFP rate for program costs.

FINANCIAL REPORTING AND REQUIREMENTS

6. The OMB approved Financial Reporting form for this program is the SF-425 Federal Financial Report SF-425 Federal Financial Report. Grantees must track and report on LIHWAP funds separately from appropriated LIHEAP funds.

- a. This report is submitted annually and must be submitted no later than December 30, which is 90 days following the end of each federal fiscal year (FFY).
 - b. A first interim report is due 90 days following the end of FFY 2021.
 - c. A second interim report interim report is due 90 days following the end of FFY 2022.
 - d. A final report (cumulative, covering the entire project period) is due 3 months following the end of FFY 2023.
7. **Project Period.** The project period for this award is synonymous with the obligation period, as follows: from the date of the award through the end of FFY 2023 (September 30, 2023). Any federal funds not obligated by the end of the obligation period will be recouped by this Department.
8. **Liquidation Deadline.** All obligated federal funds awarded under this grant must be liquidated no later than 3 months after the end of the project period (i.e., December 31, 2023). Any funds from this award not liquidated by this date will be recouped by this Department.
9. The following are the grant/fiscal requirements based on modifications of existing LIHEAP policies and requirements:
- a. The grantees may use up to 15 percent of grant funds for planning and administering the funds under this award. The grantee will pay from non-federal sources the remaining costs of planning and administering the program under this award and will not use federal funds for such remaining cost. Administrative costs of the owners or operators of public water systems or treatment works that may be charged to this award, if any, are subject to this limitation and must be included together with the grantee's costs of planning and administration when calculating compliance.
 - b. The grantee will ensure that fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for federal funds paid to the state under this award, including procedures for monitoring the assistance provided under this award, and provide that the grantee will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act").
 - c. The grantee may expend funds for immediate expenses necessary for planning and administering the use of funds upon receipt of the award. However, prior to the expenditure of grant funds for any payments to owners or operators of public water systems or treatment works on behalf of low-income households, the grantee must submit an implementation plan for OCS review and acceptance in a format provided by OCS that will (a) include the eligibility requirements to be used by the state for each type of assistance to be provided under this grant, (2) describe the benefit levels to be used by the state, territory, or tribe for LIHWAP assistance, (3) describe any steps that will be taken to target assistance to households with high home water burdens, and (4) provide a plan of administration including a plan of oversight and monitoring of any subrecipient organizations comparable to the processes and procedures for comparable grant programs. Not later than May 30, 2021, OCS will make available a Model State and Tribal Implementation Plan format to be used in developing and submitting the implementation plan for review.

PROGRAM REPORTING AND REQUIREMENTS

10. Grantees must track and report on LIHWAP program activities under this award separately from LIHEAP. The grantee must report annually on the following data elements, using an OMB-approved reporting format to be provided by OCS:
- a. the amount, cost, and type of water assistance provided for households eligible for assistance under this award;
 - b. the type of water assistance used by various income groups;

- c. the number and income levels of households assisted by this award;
 - d. the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger);
 - e. the impact of each grantee's LIHWAP program on recipient and eligible households (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff); and
 - f. administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.
11. The following are the program requirements, consistent with instructions in P.L. 116-260, Section 533 and consistent with existing program requirements for Low-Income Home Energy Assistance Program (LIHEAP) and other closely related programs:
- a. Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the coronavirus, with the public health focus of ensuring that low-income households have access to safe and clean drinking water and wastewater services.
 - b. Funds will be used to provide assistance to low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services. Assistance to households will be accomplished by providing funds to owners or operators of public water systems or treatment works to reduce arrearages of and rates charged to such households for such services. Grantees may use LIHWAP funding to cover arrearages arising at any time, including prior to this award.
 - c. Grantees shall, in carrying out programs funded with this grant, as appropriate and to the extent practicable, use existing processes, procedures, policies, and systems in place to provide assistance to low-income households, including by using existing programs and program announcements, application and approval processes.
 - i. Grant resources may be used to make payments only with respect to households in which one or more individuals are receiving the following:
 1. assistance under the State program funded under part A of title IV of the Social Security Act;
 2. supplemental security income payments under title XVI of the Social Security Act;
 3. food stamps under the Food Stamp Act of 1977;
 4. payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or
 5. payments under the Low Income Home Energy Assistance Program (LIHEAP);
or
 - ii. households with incomes that do not exceed the greater of the following:
 1. an amount equal to 150 percent of the poverty level for such state; or
 2. an amount equal to 60 percent of the state median income;
 3. except that a state, territory, or tribe may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for the state; but, the state, territory, or tribe may give priority to those households with the highest home water costs or needs in relation to household income.
 - d. The grantee will establish criteria and procedures for determining income eligibility comparable to established procedures and requirements for LIHEAP. The grantee will conduct outreach activities designed to ensure that eligible households, especially those with the lowest incomes,

that pay a high proportion of household income for drinking water and wastewater services, are made aware of the assistance available under this title and any similar assistance available under the Community Services Block Grant program or through other emergency relief such as the Pandemic Emergency Assistance Fund and the U.S. Department of Treasury's Emergency Rental Assistance Program.

- e. The grantee will coordinate its activities under this title with similar and related programs administered by the Federal Government and such state, territory, or tribe, particularly low-income utility support programs such as LIHEAP, the Community Services Block Grant (CSBG), Supplemental Security Income (SSI), Temporary Assistance for Needy Families (TANF), the Social Service Block Grant, and the Emergency Rental Assistance Program.
- f. The grantee will provide, in a timely manner, that the highest level of assistance will be furnished to those households that have the lowest incomes and the highest water costs or needs in relation to income, taking into account family size, except that the state, territory, or tribe may not differentiate in implementing this section between the households described in condition 11(c)(i) and 11(c)(ii) (above).
- g. The grantee will establish policies, procedures, and benefit levels on behalf of households that prioritize continuity of water services, including prevention of disconnection and restoration water services to households for which water services were previously disconnected.
- h. The grantee will provide funds to owners or operators of public water systems or treatment works ("owners or operators") to reduce arrearages of and rates charged to eligible households for such services. For all payments to owners or operators on behalf of individual households, the grantee must establish procedures to:
 - i. notify, or require the owner or operator to notify, each participating household of the amount of assistance paid on its behalf;
 - ii. ensure that the owner or operator will charge the eligible household, in the normal billing process, the difference between the actual amount due and the amount of the payment made by the LIHWAP grant;
 - iii. ensure that any agreement the grantee enters into with an owner or operator under this paragraph will contain provisions to ensure that no household receiving assistance under this grant will be treated adversely because of such assistance under applicable provisions of state, territorial or tribal law or public regulatory requirements;
 - iv. ensure that the provision of payments to the owner or operator remains at the option of the grantee, in consultation with local subgrantees; and
 - v. ensure that the owner or operator provides written reconciliation and confirmation on a regular basis that benefits have been credited appropriately to households and their services have been restored on a timely basis or disconnection status has been removed if applicable.
- i. The amount of any home water assistance benefits provided under this program for the benefit of an eligible household shall not be considered income or resources of such household (or any member thereof) for any purpose under any State, Territorial, or Tribal law, including any law relating to taxation, public assistance, or welfare programs.
- j. The grantee will not exclude income-eligible households (described above in condition 11(c)(ii)) from receiving home water assistance benefits.
- k. The grantee will establish procedures to treat owners and renters equitably under the program assistance provided with these grant resources.

- l. The grantee will provide for timely and meaningful public participation in the development of a state, territory or tribe's LIHWAP implementation plan, such as publication and acceptance of comments via the grantee's website.
- m. The grantee will provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under a LIHWAP plan are denied or are not acted upon with reasonable promptness. Administrative hearing opportunities will be comparable to and may utilize existing processes, procedures, and systems currently in place for the state, territory, or tribe's Low Income Home Energy Assistance grant.
- n. The grantee will be responsible for planning and prioritizing funds for households in communities throughout the state with the exception of households within tribal jurisdictions for which OCS has reserved a portion of LIHWAP funds. If the governing organization of any eligible tribal government or organization located within the state declines or is not able to successfully apply for available LIHWAP funds, the state grantee will then be responsible for including eligible households within the tribe's jurisdiction in its outreach and service coverage.
- o. LIHWAP grant funds may not be used by the grantee, or by any other person with which the grantee makes arrangements to carry out the purposes of this grant, for the purchase or improvement of land or the purchase, construction, or permanent improvement of any building or other facility.
- p. The grantee will permit and cooperate with federal investigations undertaken in accordance with the following procedures:
 - i. OCS shall, after adequate notice and an opportunity for a hearing conducted within the affected state, territory, or tribe, withhold funds from any grantee that does not utilize its allotment substantially in accordance with the terms and conditions.
 - ii. OCS shall review and respond in writing in no more than 60 days to matters raised in complaints of a substantial or serious nature that a grantee (or any person with which the grantee makes arrangements to carry out the purposes of the grant) has failed to use funds in accordance with these terms and conditions. Any violation of any one of the terms and conditions that constitutes a disregard of such assurance shall be considered a serious complaint.
 - iii. If OCS determines that there is a pattern of complaints from any state, territory, or tribe during the grant period, OCS shall conduct an investigation of the use of funds received under this award by the grantee in order to ensure compliance with terms and conditions.
 - iv. The HHS Office of the Inspector General (OIG) may conduct an investigation of the use of funds received under this title by a state, territory, or tribe in order to ensure compliance with the provisions of this title.
 - v. In the event of an investigation conducted by OCS, OIG, or another federal entity designated by OCS, the grantee shall make appropriate books, documents, papers, and records available to the Secretary or the Comptroller General of the United States, or any of their duly authorized representatives, for examination, copying, or mechanical reproduction on or off the premises of the appropriate entity upon a reasonable request thereof.
 - vi. In conducting any investigation under the procedures described above, OCS will not request any information not readily available to such state, territory, or tribe, or require that any information be compiled, collected, or transmitted in any new form not already available.

REAL PROPERTY REPORTING

12. Real Property Reports (SF-429s). The SF-429 Real Property forms are not applicable to this program. Purchase, construction, and major renovation are not an allowable activity or expenditure under this grant.

EFFECTIVE PERIOD

- 13. These program-specific Supplemental Terms and Conditions are effective on the date shown at the bottom of the pages of this document and will remain in effect until updated. They will be updated and reissued only as needed whenever a new program-specific statute, regulation, or other requirement is enacted or whenever any of the applicable existing federal statutes, regulations, policies, procedures, or restrictions are amended, revised, altered, or repealed.

Signature of Governor’s Authorized Official

Name of State/Territory: Georgia

LIHWAP State/Territory Lead Agency: Georgia Division of Family and Children Services

I certify that the LIHWAP State/Territory Lead Agency has reviewed and will abide by the conditions outlined above.

Candice
X Broce

Digitally signed by
Candice Broce
Date: 2022.06.29
14:17:38 -04'00'

Governor's Authorized Official