



December 21, 2021 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Paulette Chavers
3. Recognitions/Public Presentations
 - A) Presentation of an award to Battalion Chief Derrel Melton on his retirement after 38 years of service.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-07-2021 Council Minutes
 - b) 12-07-2021 Executive Session Minutes
6. 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):

El Jalapeno Bulloch LLC
711 S Main St
Statesboro, Ga 30458
Owner: Derek Kidd
7. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-11-01: Roy Patel requests a Variance from Article X: Section 1002 of the Statesboro Zoning Ordinance in order to exceed the allowed height of a structure in the CR (Commercial Retail) district, to develop a boutique hotel on Veterans Memorial Parkway and Continental Road.
8. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-11-02: Whitfield Signs requests a variance from Article XV: Section 1509 (Table 6) of the Statesboro Zoning Ordinance in order to exceed the maximum allowed height for wall signage in Sign District 4 at 65 East Main Street.
9. Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 21-11-03: Daniel Long requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R4 (High-Density Residential) zoning district in order to construct a multi-family development at 131 Briarwood Court.

10. Public Hearing and Consideration of a Motion to Approve: APPLICATION V 21-11-05: The Bulloch County Historical Society requests a variance from Article XXX, Section 3005 (B) of the Statesboro Zoning Ordinance, in order to place a collage mural at 41 West Main Street.
11. Consideration of a motion to approve **Resolution 2021-45**: 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 2020 tax year in the amount of 25,263.55
12. Consideration of a motion to award a contract to MCCi, LLC for Laserfiche Cloud Professional Platform Software upgrade, in the amount of \$25,671.47 one-time first year payment with an annual support fee of \$13,041.10.
13. Consideration of a motion to approve change orders 25 & 26 and contract amendment with Lavender & Associates, Inc. in the amount of \$19,854.96 for the Luetta Moore Park and Grady Street Park improvements project and authorize the Mayor to execute contract document amendments.
14. Consideration of a motion to authorize the Mayor to execute a Memorandum of Understanding and Agreement between the City of Statesboro, Downtown Statesboro Development Authority and Georgia Southern University for the City Campus Phase III Expansion project.
15. Consideration of a motion to authorize the Mayor to execute an Intergovernmental Agreement between the City of Statesboro and the Downtown Statesboro Development Authority for the City Campus Phase III Expansion project.
16. Consideration of a motion to amend award of contract to Solid Waste Applied Technology for the purchase of a front load refuse truck in the amount of \$363,518.43 per revised Sourcewell contract pricing.
17. Consideration of a motion to approve the purchase of one (1) rotary fine screen for the wastewater treatment plant from Parkson Inc. in the amount of \$55,253.00.
18. Other Business from City Council
19. City Managers Comments
20. Public Comments (General)
21. 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)
22. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
DECEMBER 07, 2021

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

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

ATTENDANCE

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

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

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 11-16-2021 Work Session Minutes

b) 11-16-2021 Council Minutes

B) Consideration of a motion for approval of surplus and disposition of a 2001 Dodge Ram 2500 and a 2001 Ford F450 in the Public Works and Engineering Department.

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

5. Public Hearing and Consideration of a motion to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13(a):

Statesboro Entertainment Concepts, LLC D/B/A Fifth Quarter Bar and Grill
License Type: Bar with Kitchen
67 Gata Drive
Statesboro, Ga 30458
Owner: Jarrod Miller, Mitchell Jordan

A Motion was made to open the public hearing.

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

Jarrod Miller spoke in favor of the request.
 No one spoke against the request.

A Motion was made to close the public hearing.

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

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

Statesboro Entertainment Concepts, LLC D/B/A Fifth Quarter Bar and Grill
 License Type: Bar with Kitchen
 67 Gata Drive
 Statesboro, Ga 30458
 Owner: Jarrod Miller, Mitchell Jordan

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

6. Consideration of a motion to approve the Restatement of the previously adopted Georgia Municipal Association 401 (a) Defined Contribution Retirement Plan.

A motion was made to approve the restatement of the previously adopted Georgia Municipal Association 401 (a) Defined Contribution Retirement Plan.

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

7. Consideration of a motion 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).

A motion was made 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).

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

8. Consideration of a motion to approve Resolution 2021-43: A Resolution requesting approval to apply for Assistance to Firefighters Grant (AFG) for the City of Statesboro, Georgia.

A motion was made to approve Resolution 2021-43: A Resolution requesting approval to apply for Assistance to Firefighters Grant (AFG) for the City of Statesboro, Georgia.

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

9. Consideration of a motion to approve Resolution 2021-44: A Resolution authorizing the Statesboro Police Department to apply for a grant through the State of Georgia Criminal Justice Coordinating Council.

A motion was made to approve Resolution 2021-44: A Resolution authorizing the Statesboro Police Department to apply for a grant through the State of Georgia Criminal Justice Coordinating Council.

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

10. Consideration of a motion to award a contract to Insight Planning & Development, LLC in the not to exceed amount of \$550,000 to develop and administer a Housing Rehabilitation Program for the City of Statesboro.

A motion was made to award a contract to Insight Planning & Development, LLC in the not to exceed amount of \$550,000 to develop and administer a Housing Rehabilitation Program for the City of Statesboro.

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

11. Consideration of a motion to award a contract to Atlas Technical Consultants (Atlas) for Soil Remediation at the proposed City Art Park in the not to exceed amount of \$29,950.

A motion was made to award a contract to Atlas Technical Consultants (Atlas) for Soil Remediation at the proposed City Art Park in the not to exceed amount of \$29,950.

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

12. Consideration of a motion to approve award of contract to Georgia Power Company in the amount of \$144,746.00 and authorize the Mayor to execute contract documents for utility relocation associated with the South Main Street (Blue Mile) Streetscape Improvements Project.

A motion was made to approve award of contract to Georgia Power Company in the amount of \$144,746.00 and authorize the Mayor to execute contract documents for utility relocation associated with the South Main Street (Blue Mile) Streetscape Improvements Project.

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

13. Consideration of a motion to award a contract to Pioneer Lines/Georgia Southern Railroad in the not to exceed amount of \$104,500 and authorize the Mayor to execute contract documents for railroad track rehabilitation associated with the Stilwell St./S. Zetterower Ave. Intersection Improvements project.

A Motion was made to award a contract to Pioneer Lines/Georgia Southern Railroad in the not to exceed amount of \$104,500 and authorize the Mayor to execute contract documents for railroad track rehabilitation associated with the Stilwell St./S. Zetterower Ave. Intersection Improvements project.

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

14. Other Business from City Council:

Mayor Jonathan McCollar announced the appointments to the Mayoral Ad Hoc Committee regarding Distilled Package Sales Regulations as follows, Todd Mackintosh, Brian Harris, Jim Thibodeau, Cleve White, Lakeidra Lee, Raymond Scott, Doug Lambert, Charlotte Spell, Marlan Jesse Eller, and Austin Stacy. The committee will meet next Tuesday December 14, 2021 at 4:00 pm in the Council Chambers.

Mayor McCollar also announced that the City is partnering with some local organizations for a Toy Drive. Donations can be dropped off in the lobby of City Hall and will be collected through December 15th.

Mayor McCollar recognized Feed the Boro for the work they do to make the lives of others better in our community.

Councilmember Phil Boyum stated that we need to find a home for the Food Bank and that if anyone has an idea of a location to reach out the your councilmember or the mayor to let us know.

15. City Managers Comments

City Manager Charles Penny stated that as of today 368 vaccination incentive gift cards have been given away. The vaccination clinic held on Friday December 3rd vaccinated 46 individuals with 27 of them being eligible to receive a gift card. There will be another vaccination clinic on December 11, 2021, 8:30 am – 12:30 pm at City Hall. We are also looking into having one more on Saturday December 18th. Mr. Penny thanked Mayor and Council for their support of these clinics and thanked the Health Department for their participation.

Mr. Penny announced the City employee luncheon would take place on Wednesday December 15th in the PAC building on GSU campus.

Mr. Penny shared with Mayor and Council that the City of Statesboro has been a part of the United Way for a number of years and last year we contributed about \$7500. This year we set a goal of \$10,000 and this year city employees donated \$20,254.00. Mr. Penny thanked all city employees who made the pledge to help the folks in our community.

Lastly, Keep Statesboro Bulloch Beautiful will be collecting boxes for TV’s, computer gaming systems, sound systems, and other valuables at the Statesboro Police and Fire Departments for safe disposal.

16. Public Comments (General):

Pam Hodges inquired about the next steps for the distilled package sales regulations in Statesboro.

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

At 9:43 am a motion was made to enter into Executive Session.

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

At 10:08 am a motion was made to exit Executive Session.

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

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 Venus Mack
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 10:09 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: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 12/14/2021

RE: El Jalapeno

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

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

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

Budget Impact: None

Council Person & District: Paulette Chavers, District 2

Attachments: Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: EL Jalapeno Mexican Restaurant

D/B/A Name

2. Applicant's Name: EL Jalapeno Bulloch LLC

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 711 South Main Street
Statesboro, GA 30458

4. Business mailing address: 711 South Main Street
Statesboro, GA 30458

5. Local business phone number: 912-489-7778

Corporate office phone number: 912-212-5970

6. Name of Manager: LUIS GOMEZ

Person responsible for alcohol licensing issues

7. Phone number for manager: 912-212-5970

8. Email address for manager: LHGCE@~~gmail~~@gmail.com

9. Address of manager: _____

10. Purpose of application is:

New Business _____ New Owner

Previous owner's name: Rick Robbins

If the business name has changed, list previous name: Baja Boro

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

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

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

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

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

Full Legal Name: EL JALAPENO BULLOCH LLC Phone #: 912-489-7778

Home Address: 711 South Main Street, Statesboro GA
30458

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

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

Name & address of partnership, LLC, or LLP: EL JALAPENO BULLOCH LLC
711 South Main Street Statesboro GA 30458

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

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

15. Members of LLC and/or partners:

Full Legal Name: Derek Kidd Phone #: 904-294-5434

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

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

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

Edwin Hill
319 South Main Street Statesboro GA 30458

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

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

711 South Main LLC
319 South Main Street Statesboro GA 30458

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

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

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

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

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

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

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

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

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

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

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

NO

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? NO

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

28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? NO

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

29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? NO

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

30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? NO

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

31. Will live nude performances or adult entertainment be a part of this business operation? NO

If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

Calculation of Basic License Fee

For Calendar Year: _____

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

Total Due: \$ 3100

El Jalapeno
711 S Main St
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

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

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, Senior Planner

Date: December 13, 2021

RE: December 21, 2021 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Amendment Requested by V 21-11-01.

Background: Roy Patel requests a Variance from Article X: Section 1002 of the Statesboro Zoning Ordinance in order to exceed the allowed height of a structure in the CR (Commercial Retail) district, to develop a boutique hotel on Veterans Memorial Parkway and Continental Road.

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (V 21-11-01)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**V 21-11-01
ZONING VARIANCE REQUEST
7130 Veterans Memorial Parkway**

LOCATION:	7130 Veterans Memorial Parkway
EXISTING ZONING:	CR/R4 (Commercial Retail/High Density Residential)
ACRES:	25.1 acres
PARCEL TAX MAP #:	MS42000007 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Undeveloped
PROPOSED USE:	Hotel



PETITIONER Roy Patel
ADDRESS 111 Greenview Drive, Savannah GA 31405

REPRESENTATIVE Dan Fischer (EMC Engineering Services, Inc.)
ADDRESS 10 Chatham Center S Suite 100, Savannah GA, 31405

PROPOSAL

The applicant requests a variance from Article X, Section 1002, of the *Statesboro Zoning Ordinance* to allow for the construction of a four story building (50') located at 7130 Veterans Memorial Parkway in the CR (Commercial Retail) zoning district.

PLANNING COMMISSION RECOMMENDATION

V 21-11-01 CONDITIONAL APPROVAL

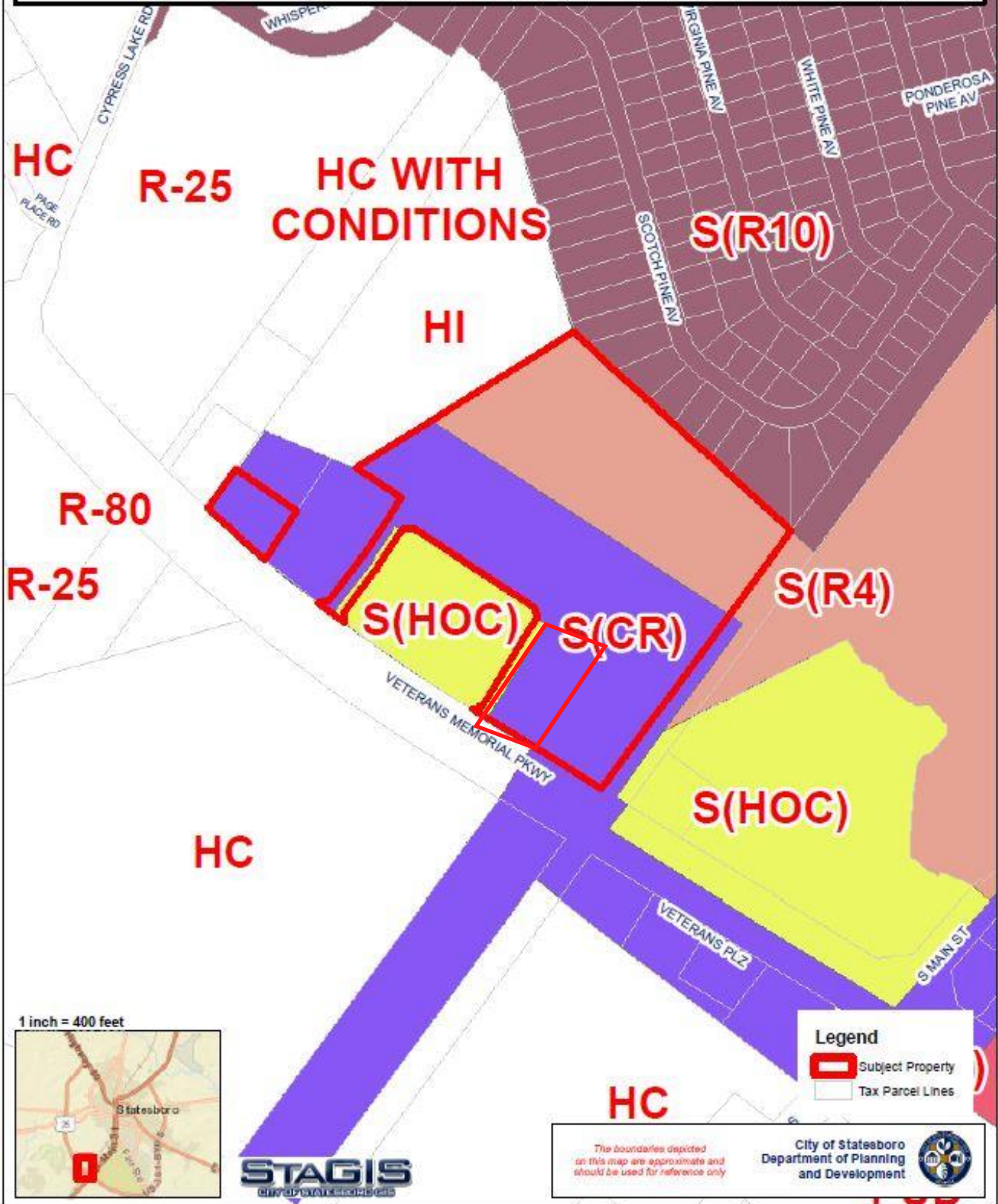
Case # V 21-11-01
7130 Veterans Memorial Parkway
Parcel: MS42000007 000

Location Map



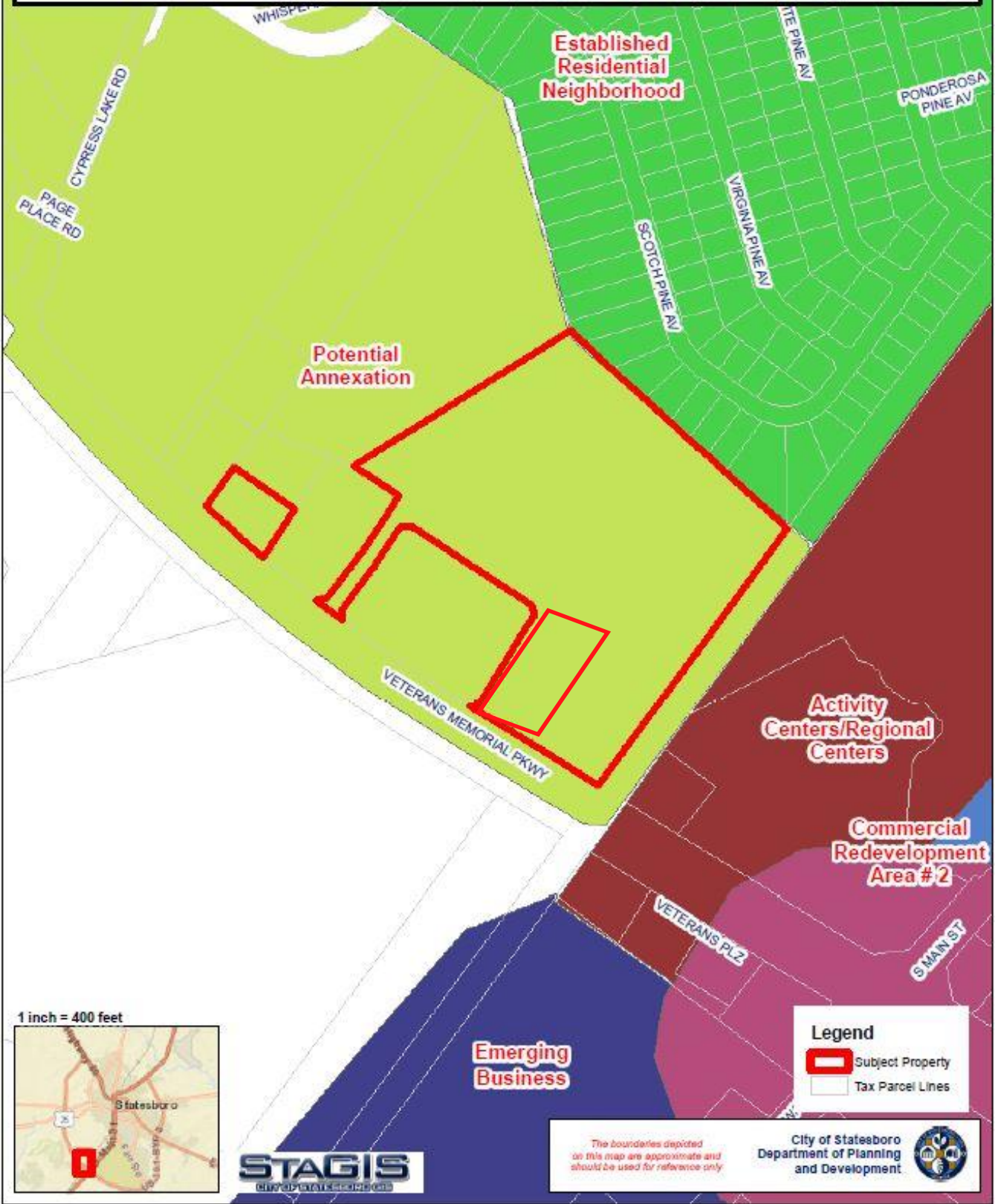
Case # V 21-11-01
7130 Veterans Memorial Parkway
Parcel: MS42000007 000

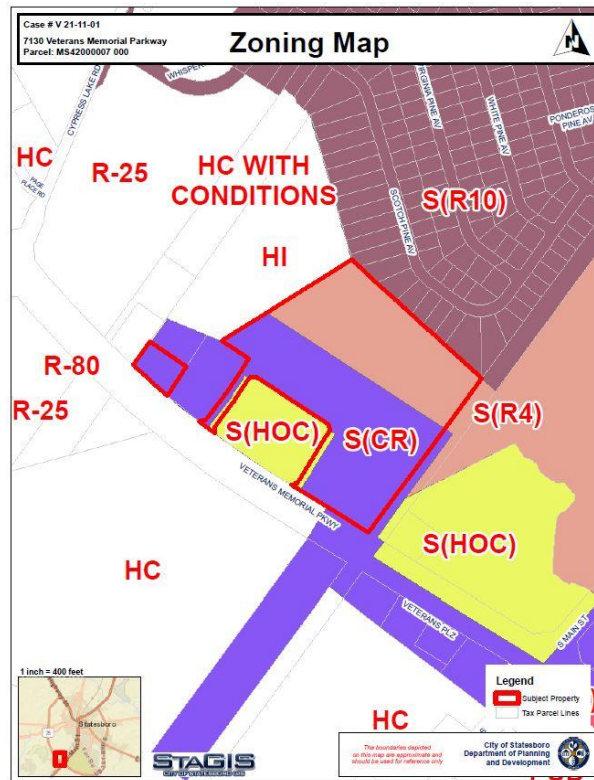
Zoning Map



Case # V 21-11-01
7130 Veterans Memorial Parkway
Parcel: MS42000007 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R10 (Single-Family Residential)	Single-Family Dwelling
Northeast	Location Area #2: R4 (High Density Residential)	Apartment Complex
East	Location Area #3: HOC (Highway Oriented Commercial)	Automotive Dealership
Northwest	Location Area #4: HI (Heavy Industrial)	Undeveloped Land
Southeast	Location Area #5: CR (Commercial Retail)	Discount Store
South	Location Area #6: HOC (Highway Oriented Commercial)	Automotive Dealership
Southwest	Location Area #7: R80 (Single-Family Residential) (County Zoning)	Residential Dwelling
West	Location Area #8: CR (Commercial Retail)	Automotive Dealership

SUBJECT SITE

The subject site is a 25.1 acre lot of undeveloped land. The applicant is seeking to construct a 50 feet, four story hotel that exceeds the maximum allowed height restrictions of 35 feet and three stories as per Article X; Section 1002, of the Statesboro Zoning Ordinance. As outlined in the ordinance, additional lot square footage must be added for each foot above the 35 foot height (See Approval Conditions).

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Potential Annexation Area,” which has no specific implementation strategy. Mixed-use development is generally encouraged through this area.

ENVIRONMENTAL SITE ANALYSIS

The subject property does contain wetlands at the extreme north of the property, but not in the area proposed for construction.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by city utilities, sanitation and public safety although the site itself will require additional infrastructure to provide for future uses.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

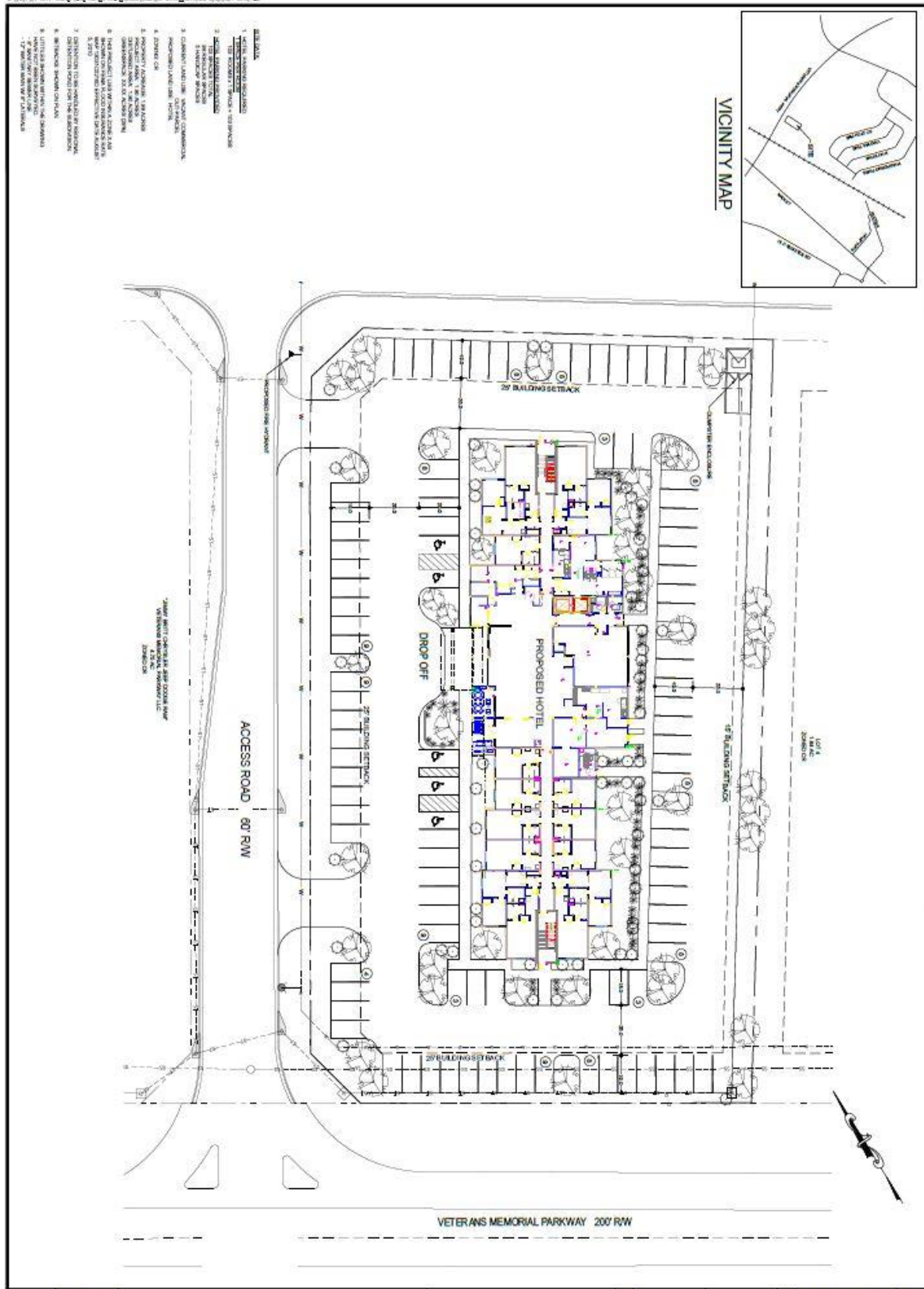
- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The ability of the applicant to develop the site is limited by the size of the parcel, and in order to ensure the density necessary for the hotel, it would be required to increase number of stories for the building.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The request exceeds the maximum height allowance based on the ordinance. By right, the owner would be allowed to construct a building at no higher than 35 feet or three stories. The ordinance does allow for an increase in the overall height/stories of buildings if approved by City Council.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**

- The overall development of the hotel in this area would substantially increase the viability of the project, and would be beneficial as the development of Tormenta Way continues.
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
- There would be no detriment to the public as a result of this variance.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a variance 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 consistent with the subject site's character area "Potential Annexation Area" as stated in the *2019 – 2029 Comprehensive Master Plan* as there is no specific implementation requirement.

Site Layout



Subject Site



Northern Site



Western Property



Southern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval V 21-11-01**. 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 variance does not grant the right to develop on this site. Construction must be properly reviewed and approved by the City.
- (2) Approval of this variance does not grant the applicant the right to digress from the setbacks and lot requirements as outlined in Article X of the *Statesboro Zoning Ordinance*.

At the regularly scheduled meeting of the Planning Commission on Tuesday December 7, 2021, The Commission recommended approval of the Variance 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, Senior Planner

Date: December 13, 2021

RE: December 21, 2021 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 21-11-02.

Background: Whitfield Signs requests a variance from Article XV: Section 1509 (Table 6) of the Statesboro Zoning Ordinance in order to exceed the maximum allowed height for wall signage in Sign District 4 at 65 East Main Street.

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (V 21-11-02)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**V 21-11-02
ZONING VARIANCE REQUEST
65 EAST MAIN STREET**

LOCATION:	65 East Main Street
EXISTING ZONING:	CBD (Central Business District)
ACRES:	0.13 acres
PARCEL TAX MAP #:	S28 000100 000
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Retail
PROPOSED USE:	Retail



PETITIONER Whitfield Signs
ADDRESS 91 South College Street, Statesboro GA 30458

REPRESENTATIVE Molly Kim (Whitfield Signs)
ADDRESS 109 Holly Drive; Statesboro GA, 30458

PROPOSAL

The applicant requests a variance from Article XV, Section 1509(Table 6), of the *Statesboro Zoning Ordinance* to allow for the construction of a wall sign on the exterior of the existing building located at 65 East Main Street in the CBD (Central Business) zoning district.

PLANNING COMMISSION RECOMMENDATION

V 21-11-02 CONDITIONAL APPROVAL

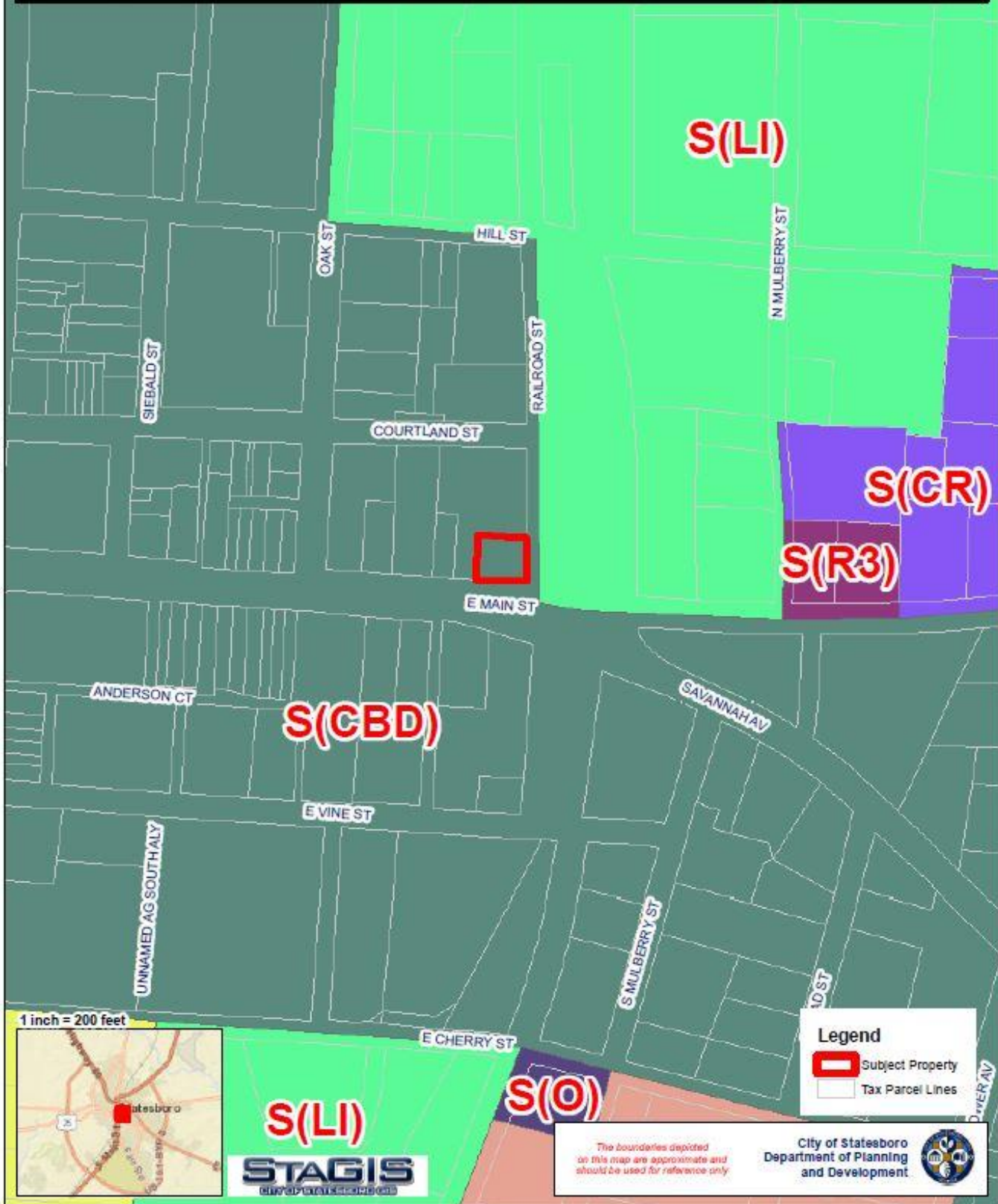
Case # V 21-11-02
65 East Main St
Parcel: S28 000100 000

Location Map



Case # V 21-11-02
65 East Main St
Parcel: S28 000100 000



Zoning Map



1 inch = 200 feet



Legend

-  Subject Property
-  Tax Parcel Lines

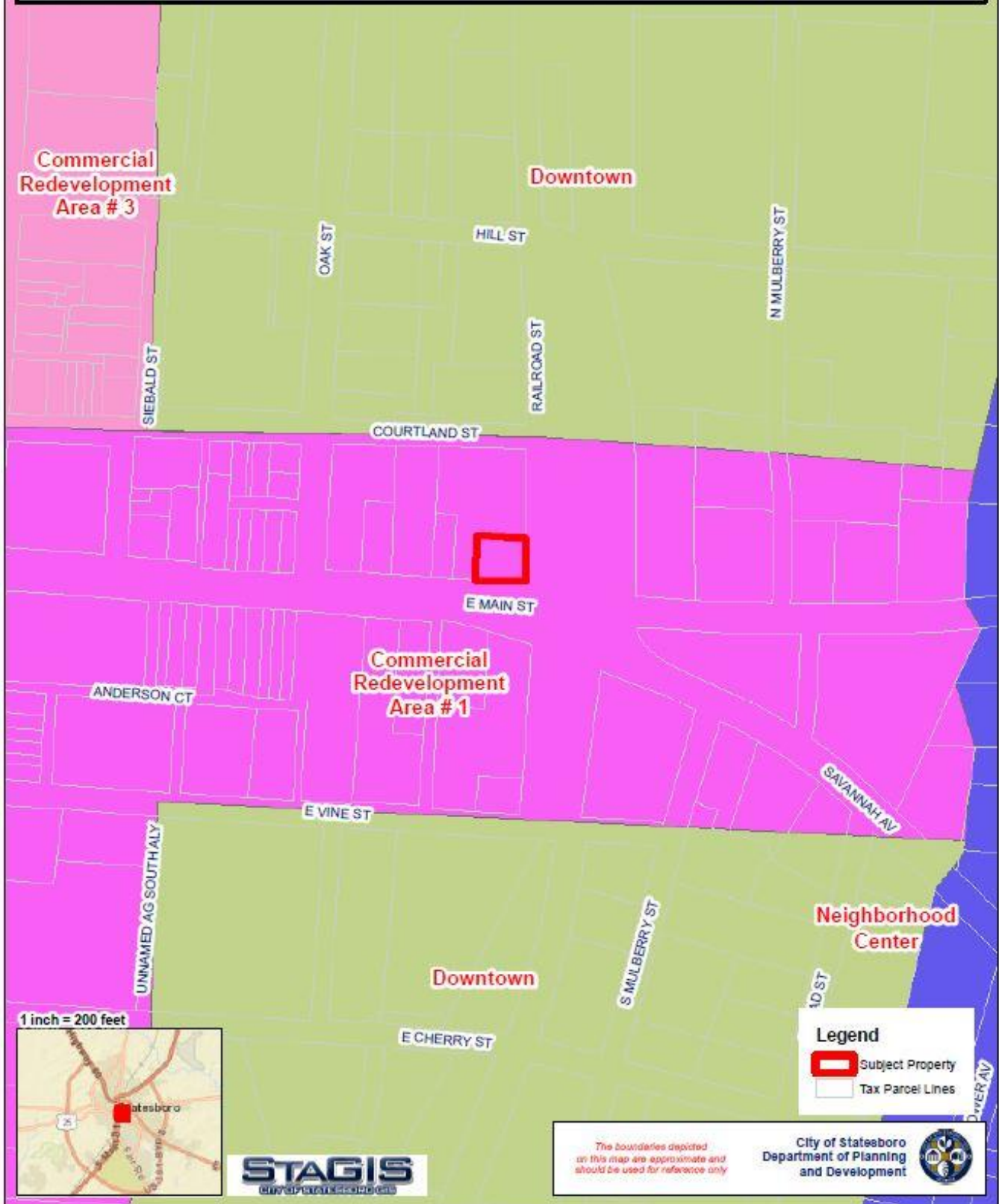
The boundaries depicted on this map are approximate and should be used for reference only.

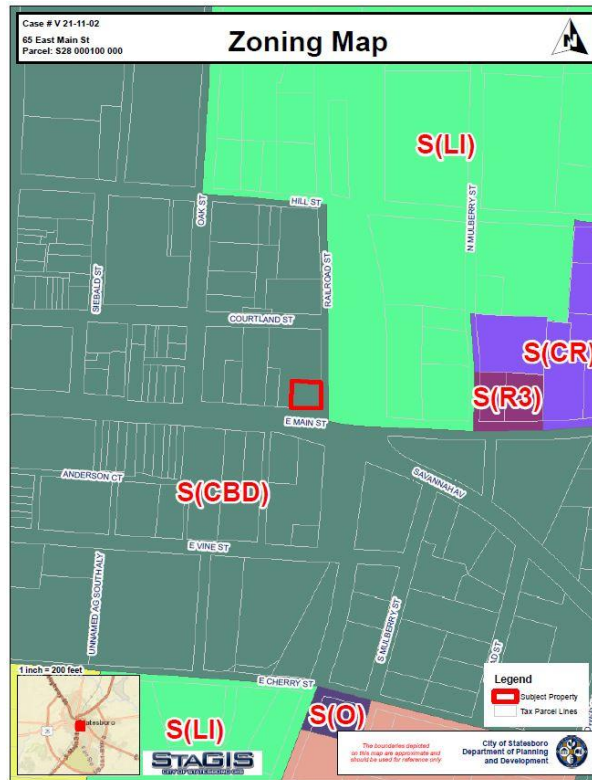
City of Statesboro
Department of Planning
and Development



Case # V 21-11-02
65 East Main St
Parcel: S28 000100 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CBD (Central Business District)	Parking Lot
Northeast	Location Area #2: LI (Light Industrial)	Municipal Office
East	Location Area #3: LI (Light Industrial)	Industrial Warehouse
Northwest	Location Area #4: CBD (Central Business District)	Office Space
Southeast	Location Area #5: CBD (Central Business District)	Parking Lot
South	Location Area #6: CBD (Central Business District)	GSU City Campus
Southwest	Location Area #7: CBD (Central Business District)	Brewery/Restaurant
West	Location Area #8: CBD (Central Business District)	Barber Shop

SUBJECT SITE

The subject site is a 0.13 acre lot containing one row building. The applicant is seeking to add a wall sign on the exterior of the building that exceeds the maximum allowed height of at 12 feet as per Article XV; Section 1509, Table 6 of the Statesboro Zoning Ordinance.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Commercial Redevelopment Area #1” character area, which is generally intended for varied scale commercial retail and office use.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by city utilities, sanitation and public safety.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The fascia for many buildings in the Downtown do not generally allow for the placement of signs of substantial use at lower than 12 feet. This building is consistent with many other buildings in the Downtown with this issue.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The request exceeds the maximum height allowance based on the ordinance. By right, the owner would be allowed to place the requested signage at no higher than 12 feet.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - Excluding the possibility of utilizing a window sign, the applicant would not be able to place a sign above the window area without exceeding the general allowed height in the area.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

- There would be no substantial detriment to the public.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a variance 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 consistent with the subject site's character area "Commercial Redevelopment Area #1" as stated in the *2019 – 2029 Comprehensive Master Plan*.

Subject Property



Western Property



Southern Property



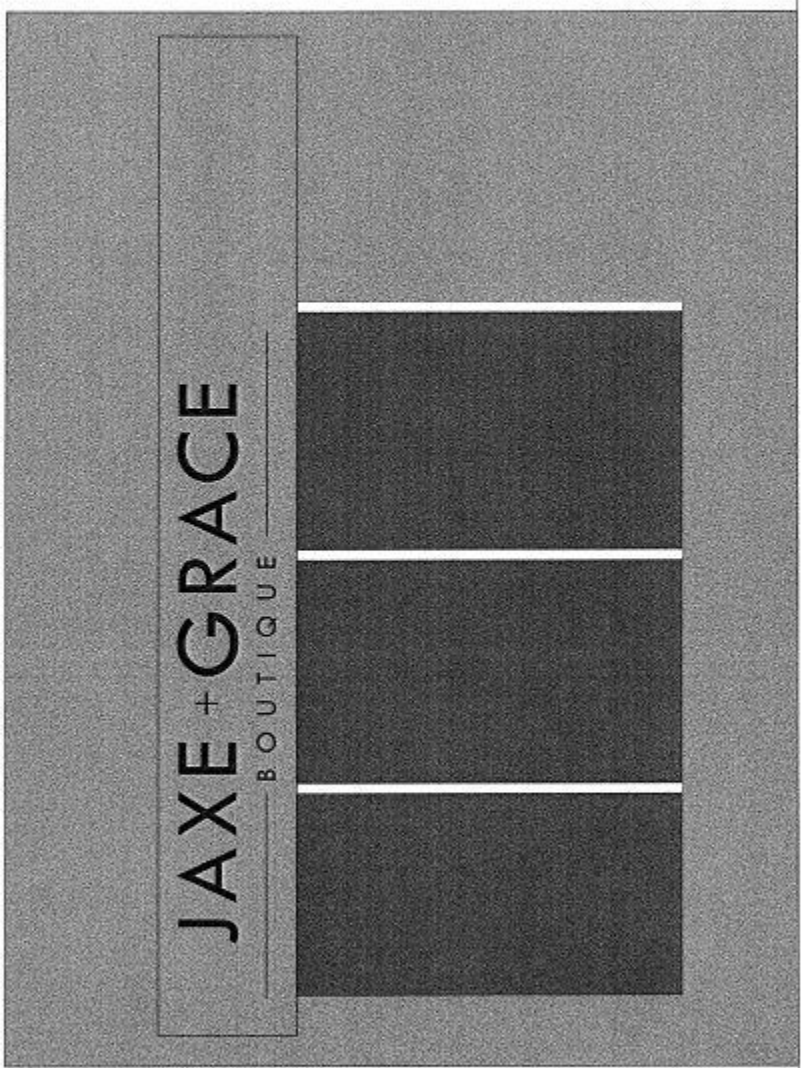
MS WHITFIELD - SIGN CO.
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 Email: info@mswhitfield.com
 Website: www.mswhitfield.com

Material: Aluminum Steel PVC Other: _____
 Finish: Powder Coat Electrocoat Other: _____
 Color: White Black Other: _____
 Quantity: _____
 Price: _____
 Total: _____
 Tax: _____
 Grand Total: _____

MS Whitfield Sign Co. is an Equal Opportunity Employer.
 M/F/V/H/Veterans/Disabled

Order # _____
 Date: _____
 Salesperson: _____
 Customer: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Fax: _____
 Email: _____

2



12' x 1' Storefront Letters - Placement

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval V 21-11-02**. 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 variance does not grant the right to place the sign on this building. All signage must be properly reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on Tuesday December 7, 2021, The Commission recommended approval of the Variance 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, Senior Planner

Date: December 13, 2021

RE: December 21, 2021 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 21-11-03.

Background: Daniel Long requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R4 (High-Density Residential) zoning district in order to construct a multi-family development at 131 Briarwood Court.

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report (RZ 21-11-03)



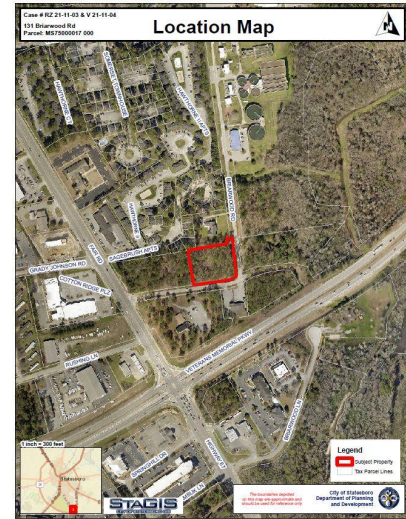
ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**RZ 21-11-03
ZONING MAP AMENDMENT
131 Briarwood Road**

LOCATION:	131 Briarwood Road
EXISTING ZONING:	CR (Commercial Retail)
ACRES:	1.4 acres
PARCEL TAX MAP #:	MS75000017 000
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Undeveloped
PROPOSED USE:	Residential Development



PETITIONER Long Company Limited, LLC
ADDRESS 108 Towhee Trail, Statesboro, GA 30458

REPRESENTATIVE Daniel Long
ADDRESS 108 Towhee Trail, Statesboro, GA 30458

PROPOSAL

The applicant is requesting a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the R4 (High-Density Residential) zoning district in order to develop a 16 unit multi-family development.

PLANNING COMMISSION RECOMMENDATION

RZ 21-11-03 CONDITIONAL APPROVAL

Case # RZ 21-11-03 & V 21-11-04

131 Briarwood Rd
Parcel: MS75000017 000

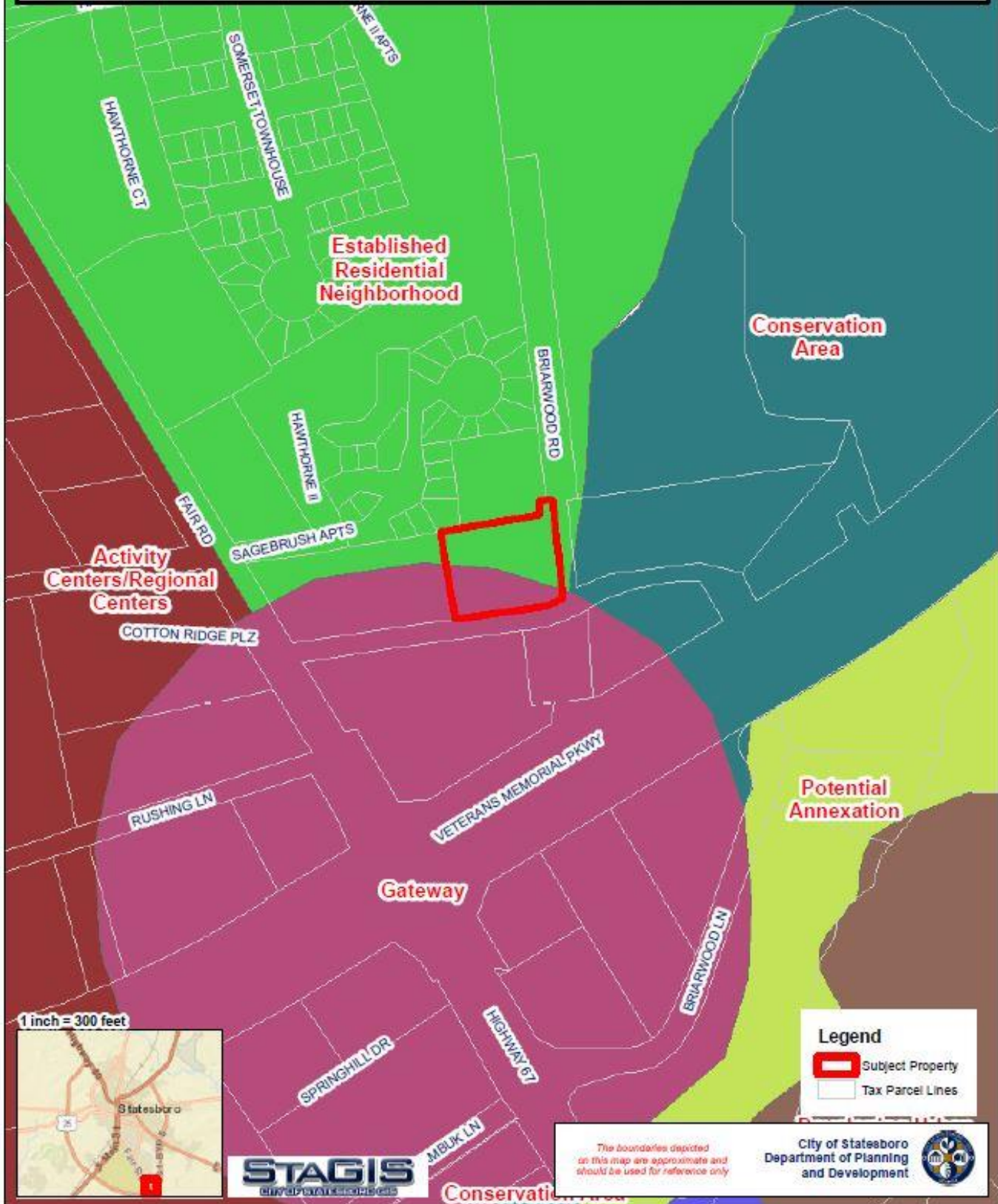
Location Map



Case # RZ 21-11-03 & V 21-11-04

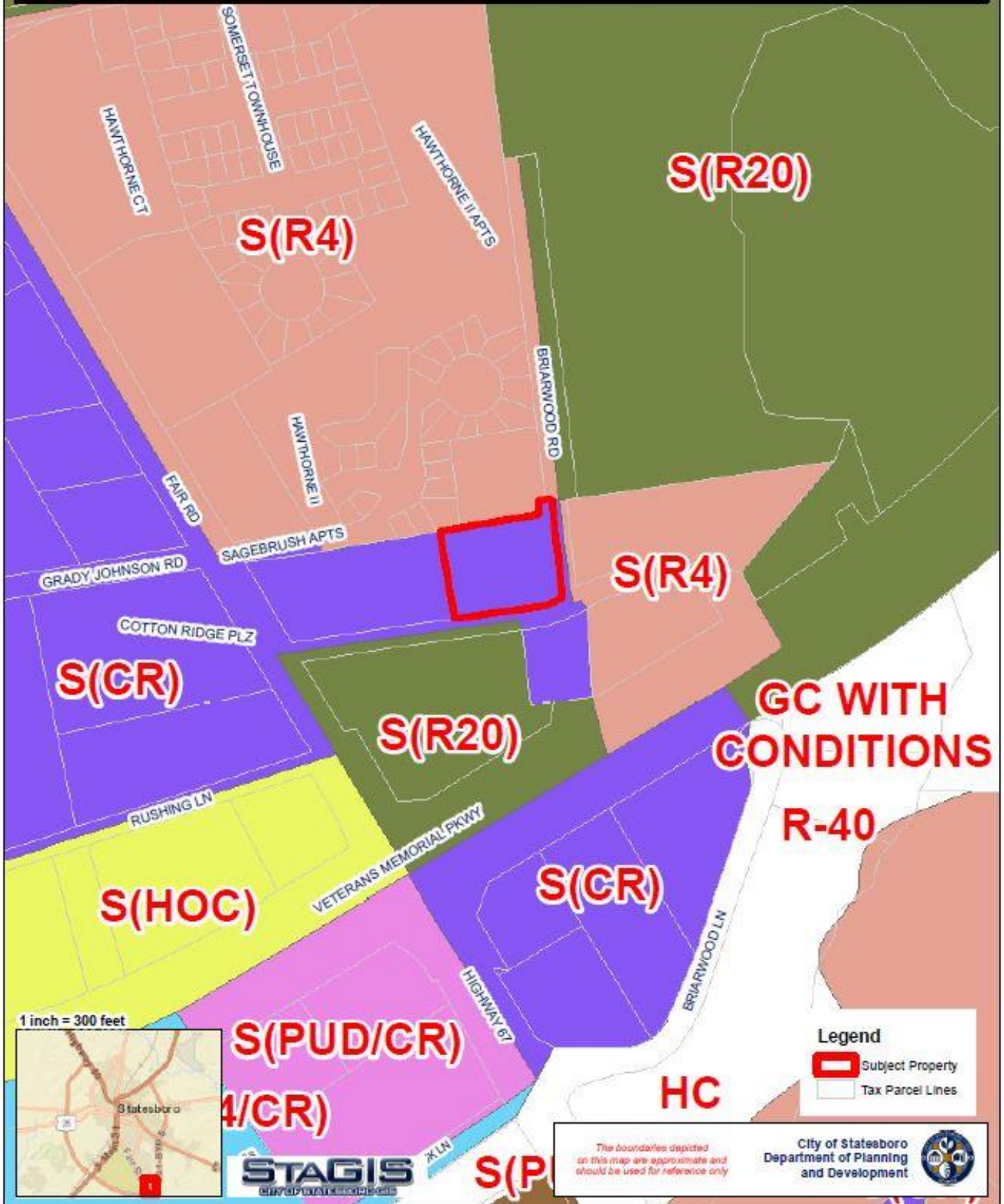
131 Briarwood Rd
Parcel: MS75000017 000

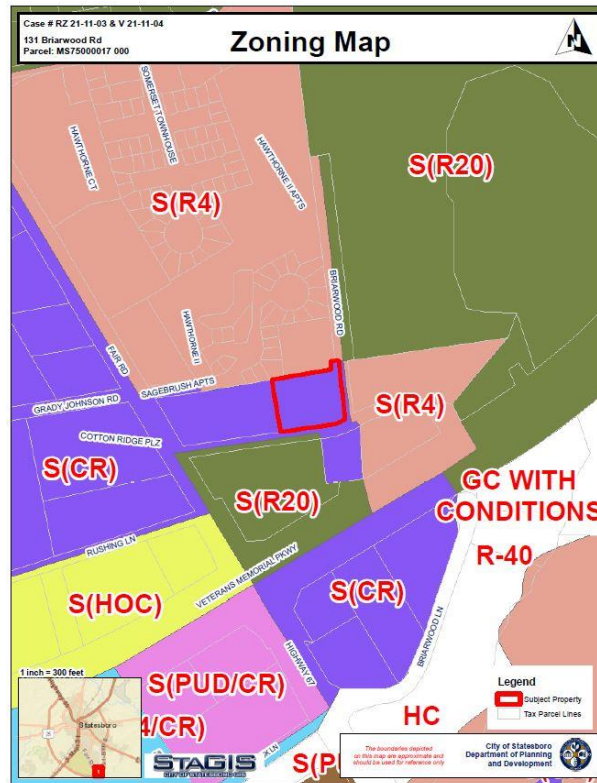
Future Landuse Map



Case # RZ 21-11-03 & V 21-11-04
131 Briarwood Rd
Parcel: MS75000017 000

Zoning Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R4 (High Density Residential)	Single-Family Residential Dwelling
Northeast	Location Area #2: R20 (Single Family Residential)	Water Treatment Plant
Northwest	Location Area #3: R4 (High Density Residential)	Senior Living Facility
East	Location Area #4: CR(Commercial Retail)	Undeveloped Land
West	Location Area #5: R4 (High Density Residential)	Single-Family Residential Dwelling
Southwest	Location Area #6: R20 (Single-Family Residential)	Church
Southeast	Location Area #7: R4 (High Density Residential)	Single-Family Dwelling
South	Location Area #8: R20 (Single-Family Residential)	Medical Office

SUBJECT SITE

The subject site is a vacant 1.4 acre lot, on Briarwood Road. The property has no historical usage. The location is currently wooded, and is adjacent to a proposed development for additional multi-family housing.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site primarily in the “Gateway” area, which is primarily located on major arterials at their intersections with the bypass and should make it clear to residents that they are entering the incorporated City through careful attention to developmental standards, signage, landscaping, and similar elements. The site is also partially located in the “Established Residential Area.”

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a flood zone. The property is adjacent to wetlands so care must be taken to reduce impacts to surrounding and future developments.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by 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 similar density to the adjacent property. **The surrounding lots are zoned R4 (High Density Residential), R20 (Single-Family Residential), and CR (Commercial Retail)**, and are currently occupied by a mix of single-family homes, a church, medical office, senior living center, water treatment plant, and undeveloped land.

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 likely increase the overall value of property in the area.

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

- The property would serve as a higher use than currently serving.

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 for the public. The development would serve the public by increasing the stock of housing within the City limits.

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

- This property would be developed adjacent to a recently approved multi-family project, and it would add some housing to the City.

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 not been developed.

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

- Population density in the area.
 - The population density would increase as a result of a new residential development in the area.
- Community facilities.
 - It is not believed that there will be a negative impact in the use of City Sewer and Water.
- Living conditions in the area.
 - Additional development could benefit the area.
- Traffic patterns and congestion.
 - Congestion of this road could increase with the adjacent development, although it has not been determined to require a new traffic study.
- Environmental aspects.
 - There are no wetlands on the property.
- Existing and future land use patterns.
 - Generally the area is surrounded by a mix of high density residential, commercial developments, wetlands and the flood plain.
- 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 area, and does meet the community desire to increase the housing stock of single-family dwellings within the City. As there is no implementation strategy in place for these developments, care should be taken to ensure that development matches the overall development pattern of the surrounding parcels. This development is very similar to the development described under RZ 21-04-01. Specifically, this case was a townhome development on the roughly 3 acre parcel located on the opposite side of Briarwood Court, which consisted of the development of 18 units.

Subject Property



Southern Property



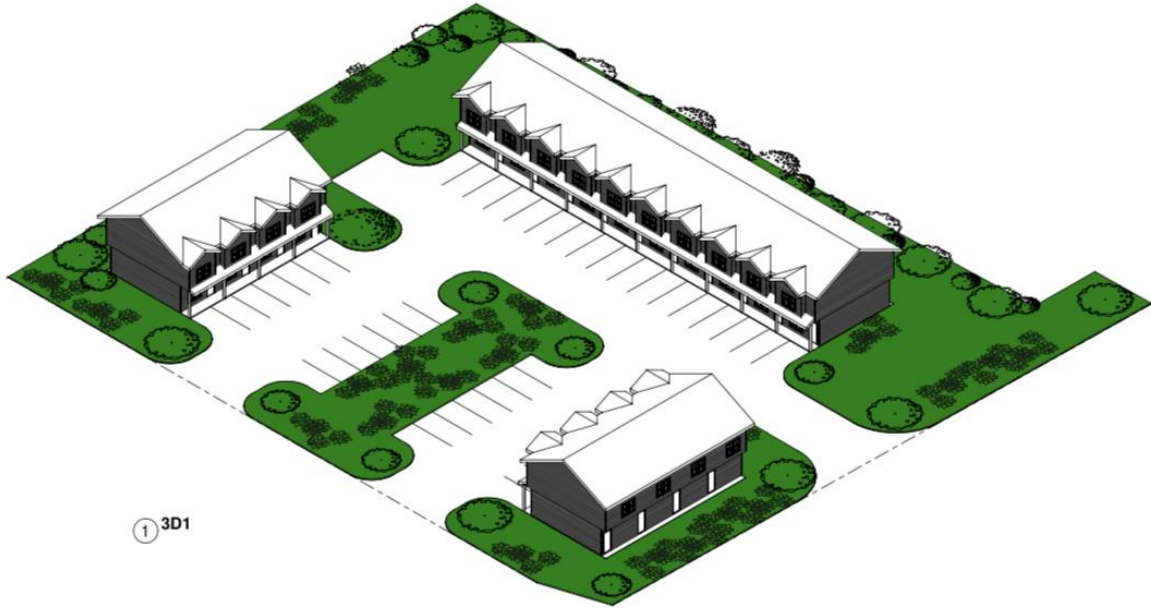
Northern Property



Adjacent Property



Proposed Layout



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 21-11-03**. 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. Granting 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. All parking and tree canopy requirements must be met with the development of this property.
3. Due to the amount of disturbance, the property must adhere to all stormwater drainage requirements, specifically, Georgia Soil and Water Conservation Commission approval, detention facilities for excess water and land disturbance permitting prior to land disturbance.

At the regularly scheduled meeting of the Planning Commission on Tuesday December 7, 2021, The Commission recommended approval of the Zoning Map Amendment 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, Senior Planner

Date: December 13, 2021

RE: December 21, 2021 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Application*

Recommendation: Planning Commission recommends Approval of the Variance requested by V 21-11-05.

Background: The Bulloch County Historical Society requests a variance from Article XXX, Section 3005 (B) of the Statesboro Zoning Ordinance, in order to place a collage mural at 41 West Main Street.

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (V 21-11-05)



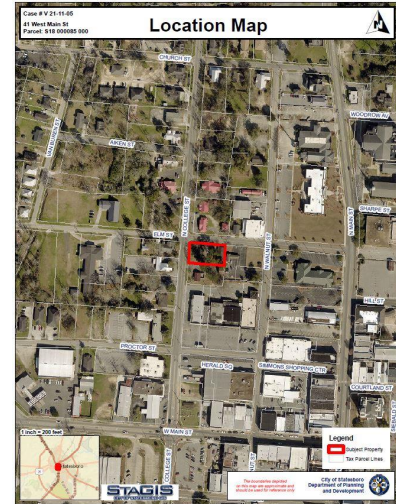
ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**V 21-11-05
ZONING VARIANCE REQUEST
41 WEST MAIN STREET**

LOCATION:	41 West Main Street
EXISTING ZONING:	CBD (Central Business District)
ACRES:	0.25 acres
PARCEL TAX MAP #:	S18 000065 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Art Center
PROPOSED USE:	Arts Center



PETITIONER Bulloch County Historical Society
ADDRESS 315 Savannah Ave, Statesboro GA 30458

REPRESENTATIVE SAME AS ABOVE
ADDRESS

PROPOSAL
The applicant requests a variance from Article XXX, Section 3005(B) of the <i>Statesboro Zoning Ordinance</i> to allow for a mural on the exterior of the existing building located at 41 West Main Street in the CBD (Central Business District) zoning district.
PLANNING COMMISSION RECOMMENDATION
<u>V 21-11-05 Conditional Approval</u>

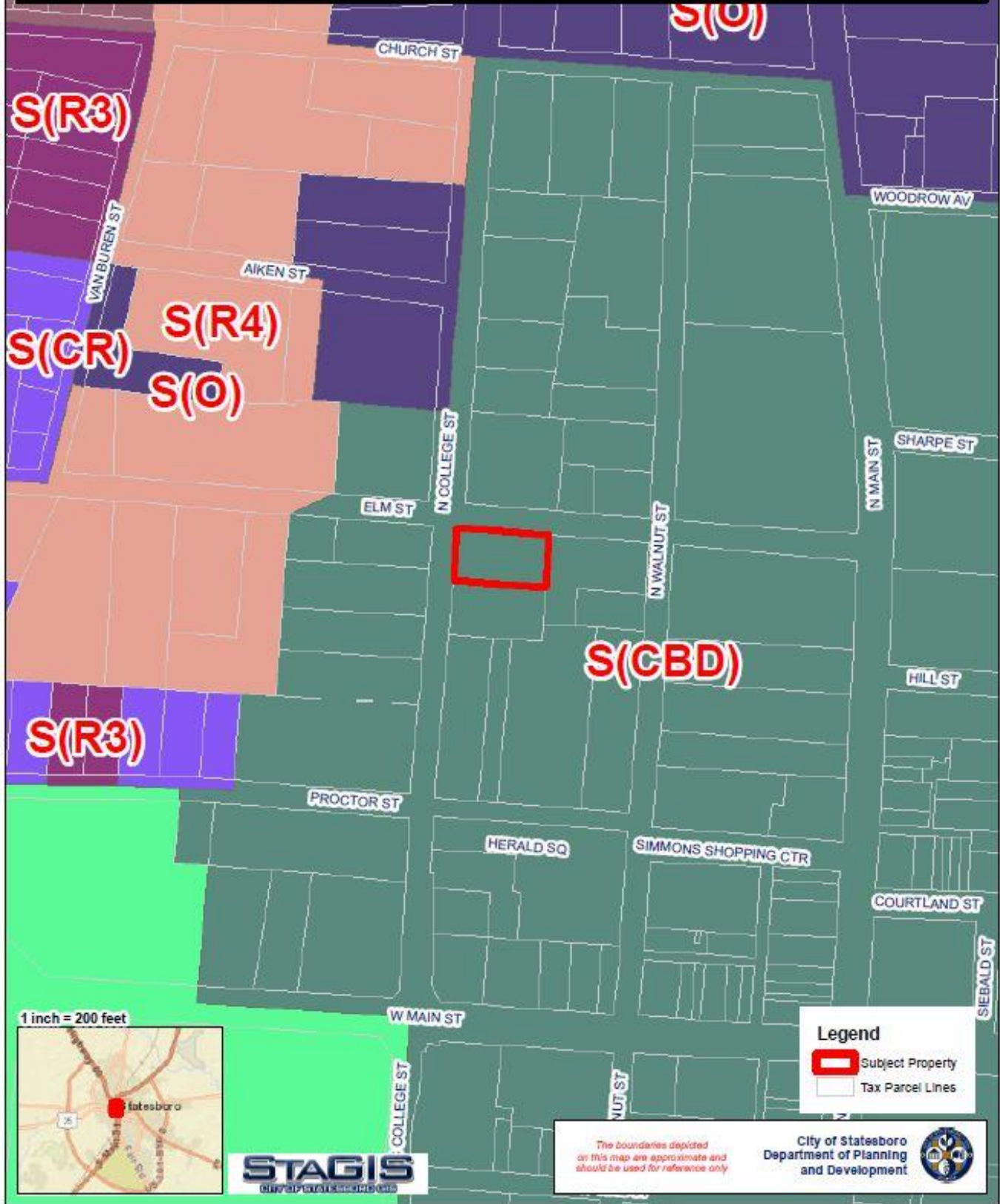
Case # V 21-11-05
41 West Main St
Parcel: S18 000085 000

Location Map



Case # V 21-11-05
41 West Main St
Parcel: S18 000085 000

Zoning Map



1 inch = 200 feet



Legend

-  Subject Property
-  Tax Parcel Lines

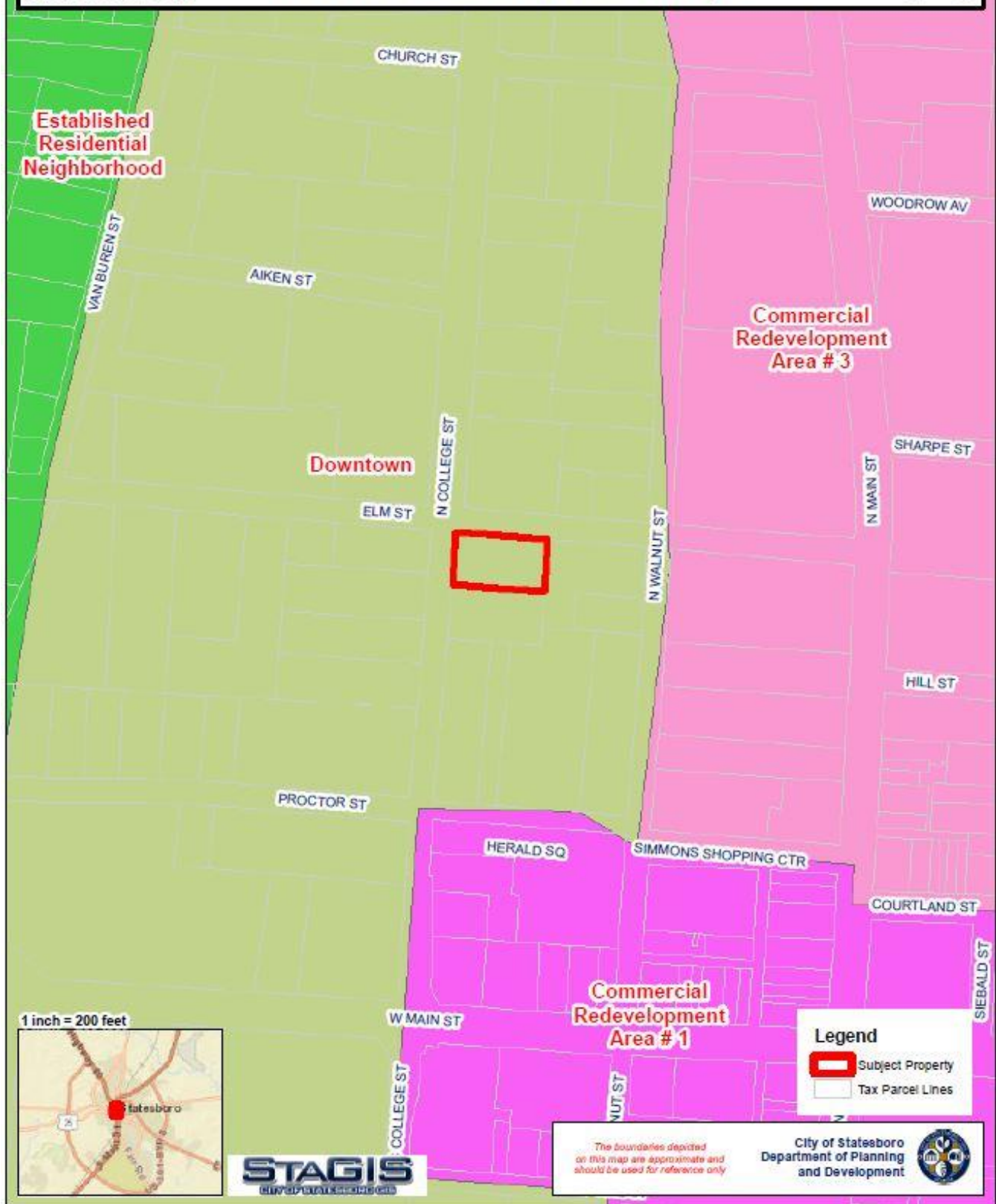
The boundaries depicted on this map are approximate and should be used for reference only

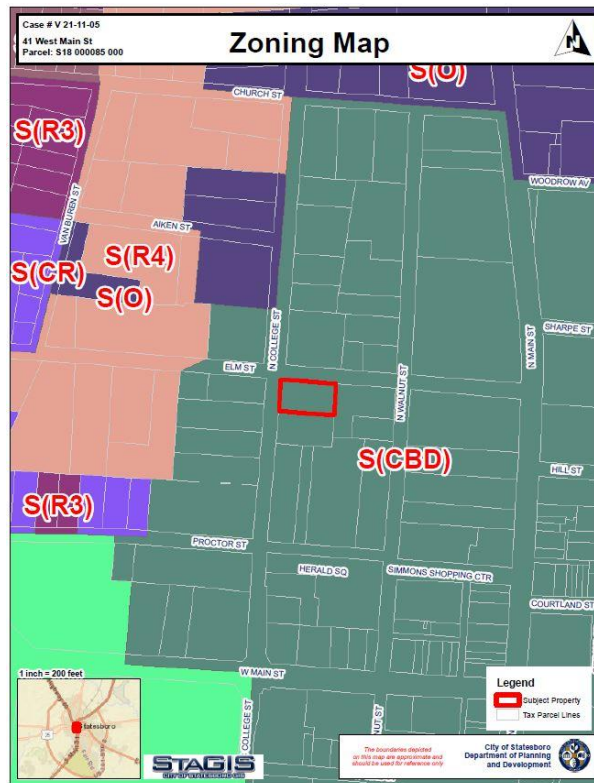
City of Statesboro
Department of Planning
and Development



Case # V 21-11-05
41 West Main St
Parcel: S18 000085 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CBD (Central Business District)	Retail/Office Space
Northeast	Location Area #2: CBD (Central Business District)	Parking Lot
East	Location Area #3: CBD (Central Business District)	Residential Conversion
Northwest	Location Area #4: CBD (Central Business District)	Furniture Store
Southeast	Location Area #5: CBD (Central Business District)	Residential Development
South	Location Area #6: CBD (Central Business District)	Apartments
Southwest	Location Area #7: CBD (Central Business District)	Undeveloped Lot
West	Location Area #8: CBD (Central Business District)	Furniture Store

SUBJECT SITE

The subject site is a 0.25 acre lot containing the extension of the Averitt Center. The applicant is seeking to add a mural on the exterior of the building that exceeds the maximum allowed size of 25% of a single façade of the building, as per Article XXX; Section 3005 of the Statesboro Zoning Ordinance.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Downtown” character area, which is generally intended for varied scale commercial retail and office use.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a special flood hazard area. The variance applied for will have no impact on any storm water or wetlands in the surrounding area.

COMMUNITY FACILITIES AND TRANSPORTATION

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

ZONING VARIANCE STANDARDS OF REVIEW

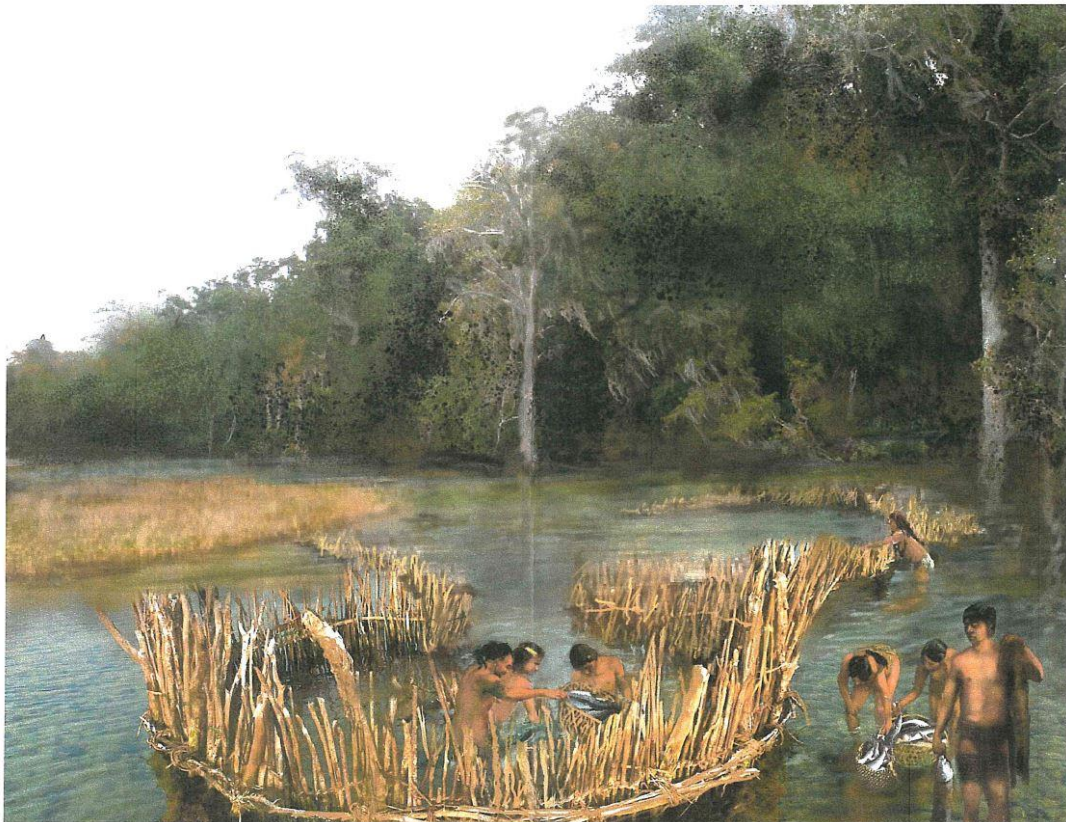
The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

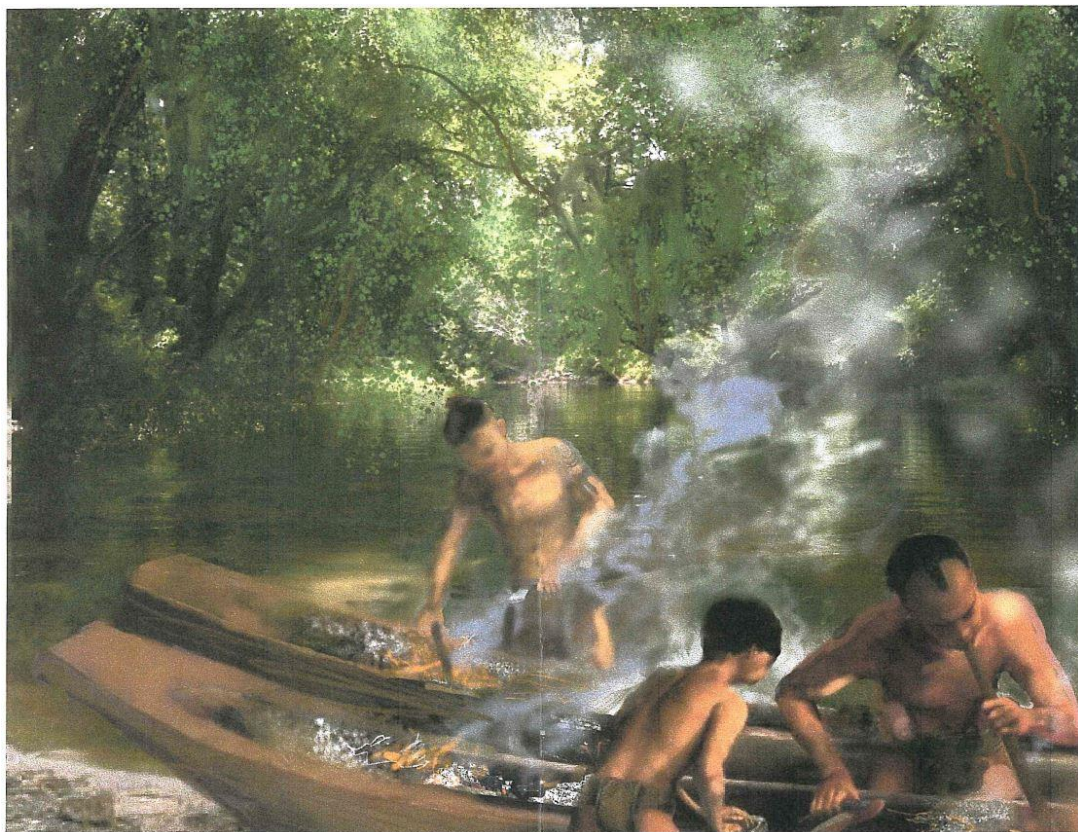
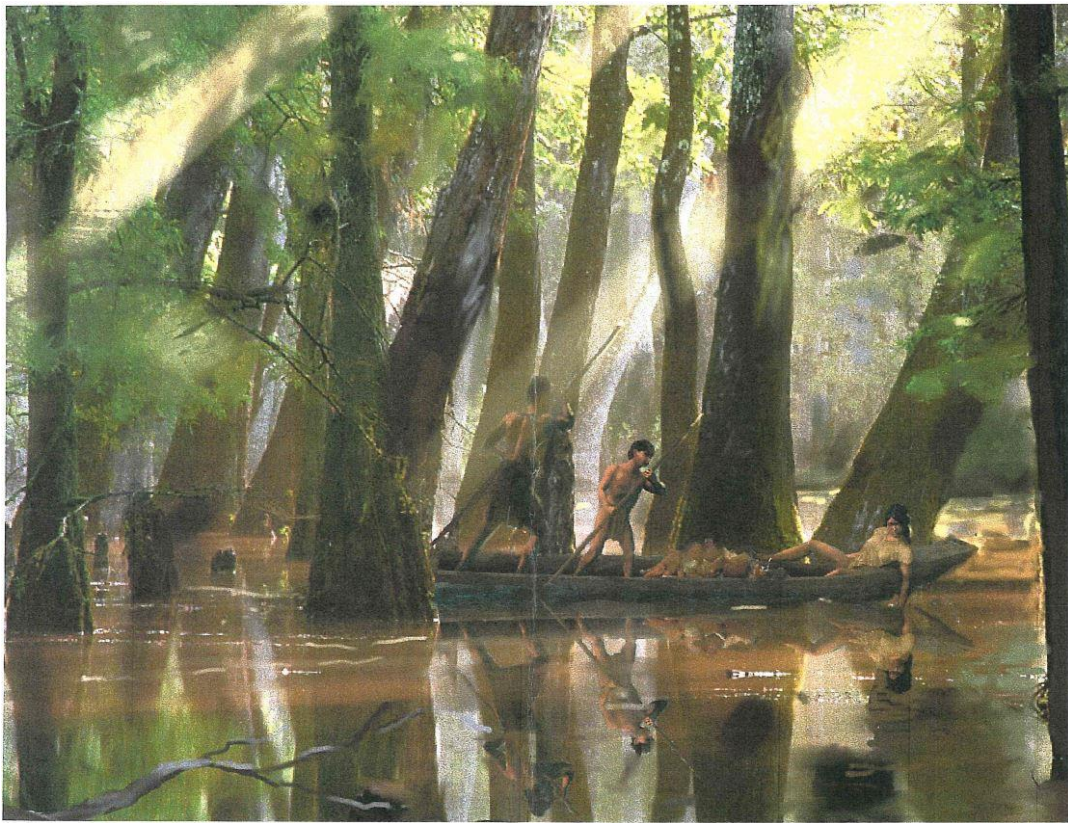
- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The applicant is requesting a historically themed mural.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The request exceeds the square footage allowance by being greater than 25% of the wall. However, the applicant does meet all other section 3005 requirements including:
 1. Murals shall not contain text, graphics or symbols that promote or advertise a service, product or business or promote a political party or candidate.
 2. Murals may be placed on commercial walls, structures, or fences only.
 3. The mural's theme should be historical in nature to the City of Statesboro and respect the greater context of the community.

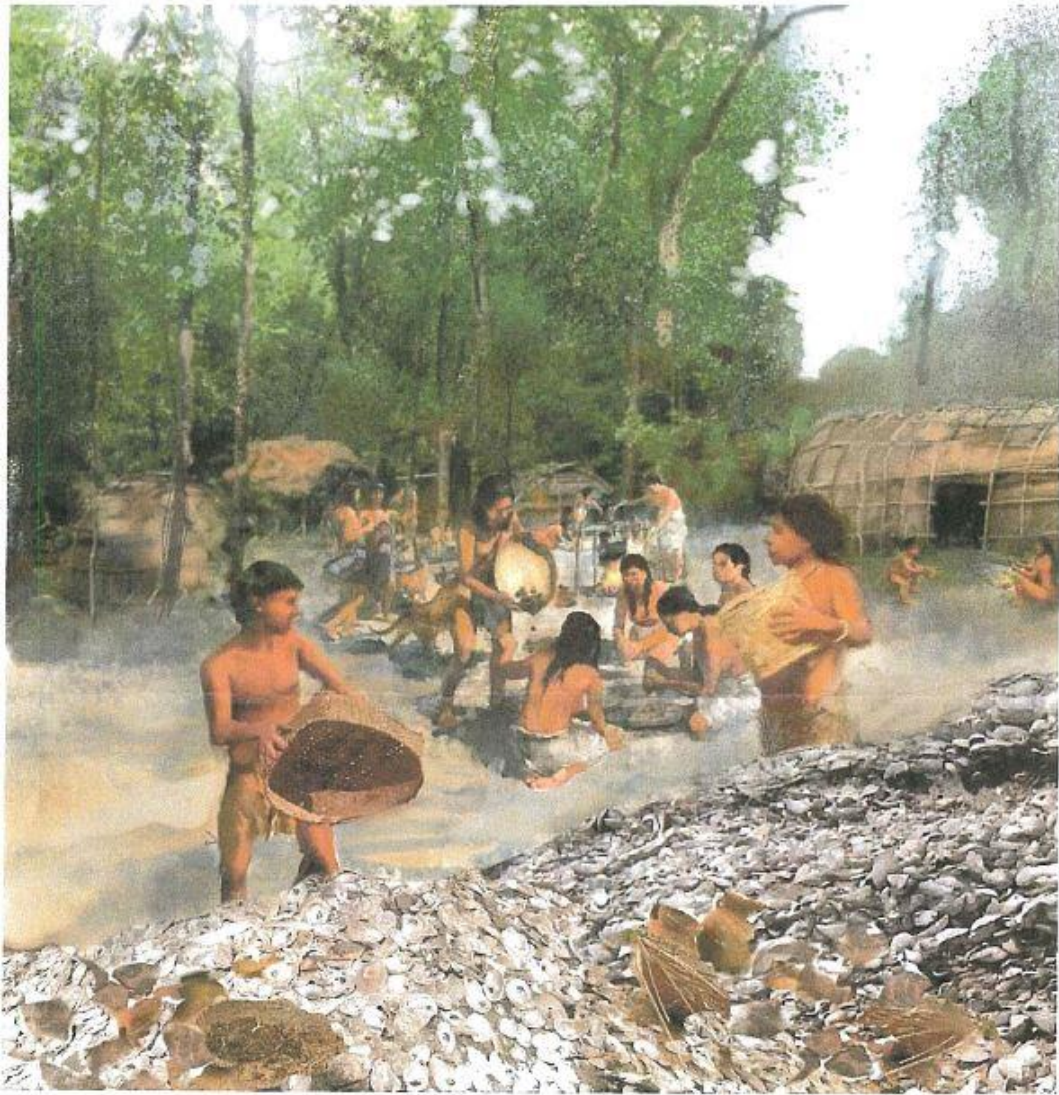
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - This scope of the project could not be completed in detail with the application of this ordinance.
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
 - There is no substantial detriment to the public.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a variance 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 consistent with the subject site's character area "Downtown" as stated in the *2019 – 2029 Comprehensive Master Plan*.







Subject Property



Southern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval V 21-11-05**. 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) Final specifications for the mural must be reviewed and approved by City staff before placement of the mural.

At the regularly scheduled meeting of the Planning Commission on Tuesday December 7, 2021, The Commission recommended approval of the Variance with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny

From: Leah Harden, City Clerk

Date: December 15, 2021

Re: December 21, 2021 City Council Agenda Item

Recommendation: Consideration of a motion to approve Resolution 2021-45 authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2020 tax year in the amount of 25,263.55

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 \$25,263.55 for the 2020 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 2021 – 45, PILOT request letter, and computation report.

RESOLUTION 2021 - 45: 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 2020 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 2020 tax year, with the \$25,263.55 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 \$25, 263.55 due to the City for the 2020 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 December 2021.

CITY OF STATESBORO, GEORGIA

BY: _____

Jonathan McCollar, Mayor

ATTEST: _____

Leah Harden, City Clerk



Dorsey Baldwin, Chairman
Victor Dickey, Commissioner
Carey Melton, 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

December 15, 2021

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 2020.

As you know, the Housing Authority exists to provide decent, safe, and sanitary housing to 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 pandemic has taken an additional financial toll on our Agency. Thank you for your consideration of this request.

Best Regards,

Monifa Johnson
Executive Director

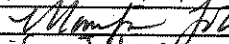
**Computation of Payments
in Lieu of Taxes**

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

3/31/2021

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)		\$	278,348.54	
2. Tenant Revenue Other (FDS Line 704)			489.63	
3. Total Rental Charged (Lines 1 & 2)				
4. Utilities Expense (FDS Line 931 - 939)		\$		278,838.17
5. Shelter Rent Charged (Line 3 minus Line 4)		\$		20,606.23
		\$		258,231.94
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)		\$		258,231.94
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year		\$		27,274.27
3. Less: Tenant Bad Debt Expense (FDS Line 964)		\$		2,017.02
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year		\$		30,853.74
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)		\$		252,635.45
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)**		\$		25,263.55
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.				
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, 3802).				
Prepared By: Phillip C. Jarrell, LLC	Approved By: 			
PHILLIP JARRELL	Name: Monica Johnson			
Title: Fee Accountant	Date: 12/15/2021	Title: Executive Director	Date: 12/15/2021	
Previous Editions are Obsolete		Page 1 of 1	Form HUD - 52267 (8/2005)	

CITY OF STATESBORO



COUNCIL

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

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

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

To: Charles Penny, City Manager

From: Leah Harden, City Clerk

Date: December 13, 2021

RE: Recommendation: Contract Award to MCCi, LLC for Laserfiche Cloud Professional Software Upgrade

Policy Issue: Purchasing

Recommendation:

Consideration of a motion to award a contract to MCCi, LLC for Laserfiche Cloud Professional Platform Software upgrade, in the amount of \$25,671.47 one-time first year payment with an annual support fee of \$13,041.10.

Background:

MCCI, LLC currently provides Laserfiche software services, which we use for our City Records management since 2006. This contract, if approved, would provide cloud storage for all our records from this point on. This software functionality would be added to our current Laserfiche program. This software will provide for more efficient records management, retention, and retrieval of City records.

Budget Impact:

This contract, if approved, would be funded out of the City Clerk's FY 2022 general fund for Software Support.

Council Person and District: All

Attachments: Contract Proposal

ADDENDUM NO. 01 TO MASTER SERVICES AGREEMENT NO. 20665

LASERFICHE CLOUD PROFESSIONAL PLATFORM UPGRADE ORDER

Pursuant to Master Services Agreement No. 20665 ("**Agreement**"):

This Laserfiche Cloud Professional Platform Upgrade Order, designated as Addendum No. 01 is entered into as of _____, 2021 ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 01 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF STATESBORO ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PRICING: LASERFICHE CLOUD PROFESSIONAL



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Bill /Ship to: Leah Harden
leah.harden@statesboroga.gov
cc AP Contact: leah.harden@statesboroga.gov

Client Name: City of Statesboro
Quote Number: 21821
Order Type: Platform Change

Quote Date: November 16, 2021

Product Description:	Qty.	Unit Cost	NCPA 11-26	Annual Total
<u>LASERFICHE CLOUD ANNUAL SUBSCRIPTION - BASIC</u>				
<input checked="" type="checkbox"/> Laserfiche Cloud Professional User Subscription (5-49 Users)	6	\$830.00	\$805.10	\$4,830.60
<input checked="" type="checkbox"/> Laserfiche Cloud Records Management Subscription	1	\$5,750.00	\$5,577.50	\$5,577.50
<input checked="" type="checkbox"/> Laserfiche Cloud Quick Fields Complete with Agent Subscription (10-Pack)	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud Workflow Bots Subscription	1	Included	Included	Included
<input checked="" type="checkbox"/> Laserfiche Cloud ScanConnect Subscription	2	\$100.00	\$97.00	\$194.00
<i>Laserfiche Annual Recurring Subscription Subtotal</i>				\$10,602.10
<u>MCCI SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION</u>				
<input checked="" type="checkbox"/> Managed Support Services for Laserfiche <i>Client needs are estimated based on the current components provided herein: up to 10 hours that will expire at the end of your renewal term.</i>	1	\$1,386.00	\$1,386.00	\$1,386.00
<input checked="" type="checkbox"/> Training Center for Laserfiche Cloud (1-49 Users) , Per User	6	\$78.00	\$78.00	\$468.00
<input checked="" type="checkbox"/> MCCI SLA for Laserfiche (5-10 Users)	1	\$650.00	\$585.00	\$585.00
<i>MCCI Supplemental Support Services Annual Recurring Subscription Subtotal</i>				\$2,439.00
GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION				\$13,041.10

Service Description:	Qty.	Unit Cost	NCPA 11-26	Total
<u>MCCI SERVICE PACKAGES</u>				
<input checked="" type="checkbox"/> Self-Hosted Data Migration to Laserfiche Cloud <i>Client must upgrade to newest version of Laserfiche to utilize the Laserfiche Data Migration Tool.</i>	1	\$2,050.00	\$1,947.50	\$1,947.50

<input checked="" type="checkbox"/>	Implementation Services Package <i>Cost is based on the current components provided herein. MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.</i>	1	\$3,690.00	\$3,505.50	\$3,505.50
<input checked="" type="checkbox"/>	Basic Records Management Configuration <i>(Includes 1/2 Day of Training)</i>	1	\$7,585.00	\$7,205.75	\$7,205.75
	Service Packages Subtotal				\$12,658.75

GRAND TOTAL - ONE-TIME SERVICES	\$12,658.75
--	--------------------

EXISTING LASERFICHE SOFTWARE SUPPORT CREDIT

<input checked="" type="checkbox"/>	Laserfiche Team Server	-1			
<input checked="" type="checkbox"/>	Laserfiche Full User (Email & Snapshot Included)	-3			
<input checked="" type="checkbox"/>	Laserfiche Retrieval User (Email Included)	-3			
<input checked="" type="checkbox"/>	Laserfiche ScanConnect (Legacy)	-1			
<input checked="" type="checkbox"/>	Laserfiche Software Support Credit Proration	1			
<input checked="" type="checkbox"/>	Existing Laserfiche Software Support Credit Total				(\$20.78)

EXISTING MCCi SUPPLEMENTAL SUPPORT CREDIT

<input checked="" type="checkbox"/>	Managed Support Services for Laserfiche	-1			
<input checked="" type="checkbox"/>	MCCi Supplemental Support Services Credit Proration	1			
	Existing MCCi Supplemental Support Credit Total				(\$7.59)

GRAND TOTAL - EXISTING SUPPORT CREDIT	(\$28.38)
--	------------------

TOTAL LASERFICHE PROJECT COST	\$25,671.47
--------------------------------------	--------------------

All Order Pricing Expires in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

REMOTE SERVICES

All services will be performed remotely unless noted otherwise.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order.

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	<ul style="list-style-type: none">▪ Initial Sale: Upon delivery of software or activation of the subscription.▪ Annual Renewal: 75 days in advance of expiration date.
Service Packages	50% of the total upon receipt of Order, remaining 50% upon delivery completion and Client acceptance.

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

SERVICE PACKAGES

GENERAL ASSUMPTIONS

To determine which platform/licenses are applicable, please refer to the [Pricing](#) section. The following assumptions serve as the basis for the Service Package(s) reflected below. Any service or activity not described below is not included in the Scope of services to be provided. Variations to the following may impact the Service Package's cost and/or schedule justifying a change order.

- MCCi's completion of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements. Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary. If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly resolve any such deficiencies. Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.
- If either party identifies a business issue during the project, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification. Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required to support the services performed.
- Any additional software licensing needs related to this service/process configuration have not been considered or included as part of service packages. Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands, lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.
- Client will maintain primary contacts and project staff for the duration of the project, as a change in staff may result in a change order for time spent by MCCi on retraining, reeducating, or changes in direction.
- Through the course of this project, MCCi may choose to utilize the third-party service Asana (<http://www.asana.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the services as reasonably necessary; and (iii) be available to assist MCCi with any other activities or tasks required to complete the services.
- All pricing assumes Client will grant MCCi unattended access to the required infrastructure for the project. Failure to provide this access can result in a change order increasing the cost to the client and the timeline of the project.

IMPLEMENTATION SERVICES PACKAGE

MCCi's certified personnel will administer these services to assist Client with implementing the software/subscription components purchased.

MCCi ACTIVITIES AND/OR DELIVERABLES

Professional Services may include any of the following for the purchased components:

- Project management associated with the proposed solution:
 - Outlining requirements
 - Setting expectations for project success
- Assistance with basic repository configuration and user account setup (Laserfiche only)
- Basic configuration of all software components and remote installation as needed
- Review of implemented solution

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

CLIENT DELIVERABLES

- Open necessary Firewall ports
- Grant unattended remote server access to MCCi
- Provide a Windows Account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)

MCCi ACTIVITIES AND/OR DELIVERABLES

- Migrate a single repository to the Laserfiche Cloud system

EXCLUSIONS

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of multiple repositories, Workflows & Forms processes
- Reconfiguring Self-Hosted applications to point to Laserfiche Cloud

ASSUMPTIONS

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable
- Data is being migrated to a new Laserfiche Cloud system
- The current client infrastructure meets the requirements needed to run the Laserfiche Cloud Migration tool

BASIC RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide unattended access to servers hosting related application to project
- Provide a Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented

- Provide all necessary information on the retention schedules to be implemented
- Assemble a testing team to complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Complete all final testing and confirmation that process functions as described

MCCi ACTIVITIES AND/OR DELIVERABLES

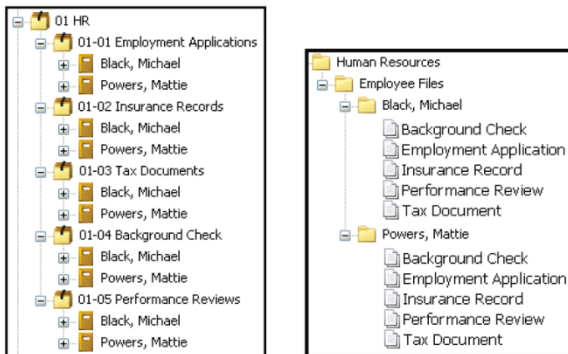
- Create up to three (3) templates, up to 15 Record Series, and up to 15 folders
- Build workflow(s) to file record in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client’s Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct ½ day of “train the trainer” training on administering and executing the document import process, records keeping, purging and other records keeping responsibilities inside Laserfiche including:
 - Understanding how the completed workflows function
 - Participating in the workflows and basic records management actions (searching, cutoff procedure, destruction)
- Conduct alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

- Assigning an external URL for Laserfiche Forms or Web Access
- Creating or maintaining a Laserfiche backup and recovery plan
- Creating training documentation for these processes
- Conducting final testing prior to Client going live with the system and configurations
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Anything not listed as included

ASSUMPTIONS

- Client must own Laserfiche Records Management Edition and Laserfiche Workflow
- Client owns and has Laserfiche Web Client installed and configured



SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

	Managed Support Services
Description	MSS
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e. error codes, bug fixes, etc.) ⁺	■
Remote access support through web conferencing service ⁺	■
Access to product update version and hotfixes (Client Download) ⁺	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■
Additional Remote Basic Training	■
Additional System Settings Consultation	■
Assistance with Implementation of Version Updates	■
Annual Review (upon Client's request) of Administration Settings	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow	
Configuration of Laserfiche Quick Fields sessions	
Basic Records Management Module Overview Training	
Administration Configuration Services	
Dedicated Certified Professional	
Proactive recurring consultation calls upon the Client's request	
Annual Review of business process configurations	
Institutional Knowledge of Client's Solution	
Maintenance of MCCi/Client configured <i>complex</i> business processes	
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET	
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]	

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - *EXAMPLES:* Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBYY, Blue Prism).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.
- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**

MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.

- **LASERFICHE CERTIFICATIONS**

Priority offering of complimentary Laserfiche certifications, based on availability.

- **LASERFICHE CONFERENCE REGISTRATION**

Priority offering of complimentary Laserfiche Empower registration, based on availability.

- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**

MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MCCi ASSUMPTIONS

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain, a non-exclusive, royalty-free, world-wide, perpetual license to use the product(s) if such product(s) is integrated into the solution purchased by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LASERFICHE CLOUD ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

REQUIREMENTS

Laserfiche Cloud is not recommended for clients with less than 10 mb/s download and upload speed. Client is responsible for ensuring they meet these requirements.

LASERFICHE CLOUD AGREEMENT

As part of Client's account activation process, Laserfiche requires acceptance of the Laserfiche Cloud Agreement, which [is](#) made available by Laserfiche during the activation process, or can be supplied by MCCi upon request.

- By accepting this Order, Client acknowledges Laserfiche's Cloud Agreement and agrees to abide by its terms and absolve MCCi of any Laserfiche Cloud product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are bundled Laserfiche Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. Laserfiche Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Continued access to Client's Laserfiche solution

POLICIES

- Laserfiche Cloud subscriptions are annual, prepaid and non-refundable
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf. This is not contingent upon a completed implementation.
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e. prorating for less than 4 months may not be permissible due to the timing of renewal invoicing.)

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
 - Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
 - Access to Client's Laserfiche Cloud solution will be turned off after 30 days and Client's access.
- Cloud products cancelled 30+ days before the renewal date will not be charged a cancellation fee.

- Cloud products cancelled 1 – 30 days before or on the renewal date will be charged a 10% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 1 – 30 days after the renewal date will be charged a 50% cancellation fee based on the total annual Laserfiche Cloud subscription cost.
- Cloud products cancelled 30+ days after the renewal date are nonrefundable.
- Subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

Cloud Renewal Cancellation Timeframe	Cancellation Fee
30+ days before the renewal date	No Fee
1-30 days before or on the renewal date	10% Cancellation Fee
1-30 days after the renewal date	50% Cancellation Fee
30+ days after the renewal date	Non-Refundable

OVERAGE FEES FOR DATA STORAGE/BANDWIDTH

If additional data storage or bandwidth is needed mid-term, additional charges will apply. MCCi recommends reviewing this annually and pre-purchasing any additional storage/bandwidth based on anticipated needs.

DATA RESTORATION SERVICES

On an exception basis and subject to written approval from Laserfiche, Client may receive assistance to restore data which it may have lost as a result of its own actions. Additional fees may apply.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

[remainder of page intentionally left blank]

MASTER SERVICES AGREEMENT NO. 20665

This Master Services Agreement No.20665 (this "**Agreement**") is effective on the date of the last signature, ("**Effective Date**") and is made by and between MCCi, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 ("**MCCi**") and Client (defined herein). MCCi and Client may each be referred to individually herein as a "**Party**" or collectively as the "**Parties**".

The terms "**Client**" in this Agreement shall also include Client's "**Affiliates**," defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, "MCCi" means the MCCi Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCi and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCi (each, and as modified in writing by the Parties, each an "**Order**"). MCCi will provide to Client those goods and/or services described as its obligation in the Order (collectively, the "**Services**"). If applicable, each Order will also describe items specifically required to be delivered by MCCi to Client (each a "**Deliverable**"), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement ("**Purchasing Vehicle**"), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification or request (each a "**Change Order**") will be binding upon Client or MCCi, nor will such Change Order be the basis for any claim for additional
Last updated: August 2021

compensation by MCCi, until Client and MCCi have both signed such Change Order, or a new Order, as appropriate.

Each MCCi Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCi Affiliate be liable for any of the obligations or liabilities of any other MCCi Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCi the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCi for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCi in connection with the Services ("**Order Expenses**"). If relevant, and provided to MCCi, MCCi will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCi's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCi for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCi has made the applicable arrangements; or (ii) If Client is not prepared upon MCCi's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCi is reselling a license and/or subscription of a third-party product to Client, then MCCi will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCi within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCi will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCi will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in full within thirty (30) days from the date of each invoice. Failure to pay invoices by the due date, unless MCCi has been informed by said due date that an invoice is being contested and the reason therefor, may result in the imposition of interest charges to the extent allowable by law as well as any associated legal and collection fees incurred.

To the extent that Client is not exempt and/or has not communicated its tax status to MCCi, Client further agrees to pay

amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCi under this Agreement or any other Agreement between the Parties, exclusive of taxes based on MCCi's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages ("**Recurring Services**") will automatically renew unless Client has

- (a) terminated the Agreement and/or applicable Order, per Section 4;
- (b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
- (c) not paid in full the renewal invoice by the renewal service period start date.

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

- (a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
- (b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
- (c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a "**Bankruptcy Event**"), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
- (d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, the applicable Order as of the last day of the fiscal period for which appropriations were received (each an "**Event of Non-appropriation**"). Client agrees to deliver notice of an Event of Non-appropriation to MCCi at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or

otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCi's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCi will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCi will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCi Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCi Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCi with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCi Personnel

Neither MCCi nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCi shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCi shall be responsible for all acts or omissions of its Personnel. MCCi will not discriminate in the referral or hiring of MCCi Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCi may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCi employees

"Personnel"). MCCi remain responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCi Personnel is not suitable, MCCi shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCi Personnel member has been identified as a key resource to the relevant Order, MCCi at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCi Personnel to the relevant Order as long as such assignment will not affect MCCi's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.

8. Confidential Information

The Parties acknowledge that in the course of MCCi providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCi to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not

limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, customers, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCi under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCi shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCi shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCi agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCi shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCi software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCi; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the

computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information which MCCi had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCi. Should MCCi, in performing any Services hereunder, use any computer program, code or other materials developed by it independently of the Services provided hereunder (“**Pre-existing Work**”), MCCi shall retain any and all rights in such Pre-existing Work. MCCi hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCi may perform similar services for third Parties using the same Personnel that MCCi may use for rendering Services for Client hereunder, subject to MCCi’s obligations respecting Client’s Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCi, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to “**Personal Information**” (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual’s name and social security number, driver’s license number or financial number) then MCCi shall safeguard this information in accordance with these laws. MCCi may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCi Personnel, (ii) any third-party service providers that has agreed to safeguard Personal Information in a like manner as MCCi safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCi may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCi shall have no duty to notify Client of such compliance with law. MCCi takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCi experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCi shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiar with the subject matter for the Order in a professional, competent, and workman-like manner.

MCCi’s delivery of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem

necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services, or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi’s submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT’S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT’S REMEDIES, AND MCCI’S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT’S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi’s responsibility hereunder (including any problem with Client’s computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi’s then standard rates.

(b) General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, "**State Data Protection Laws**"), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party ("**Indemnifying Party**") shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings ("**Claims**") to the extent caused by the Indemnifying Party.

(a) MCCi Indemnification.

MCCi shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for Bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCi shall not be required to indemnify Client to the extent the alleged infringement: (x) is based on information or requirements furnished by Client, (y) is the result of a modification made by an entity other than MCCi, or (z) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCi. If Client is enjoined from using the Deliverable or MCCi reasonably believes that Client will be enjoined, MCCi shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCi, then this Agreement may be terminated at either Party's option, and MCCi's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCi to access or use any third party products provided or used by Client, Client warrants that it shall have all rights and licenses of third Parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any Claims to the extent arising from MCCi's access to or use of such third party products. Should MCCi provide third party licensed software hereunder, Client will indemnify, defend, and hold

MCCi harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each indemnified Party shall give the indemnifying Party (a) prompt written notice of the Claim; (b) sole control of the defense and settlement of the Claim (provided that the indemnifying Party may not settle any Claim unless it unconditionally releases the indemnified Party of all liability and does not otherwise negatively impact the indemnified Party's rights, including, without limitation, those in its intellectual property); and (c) at indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCi BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCi'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO \$500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. **Insurance**

During the term of this Agreement, MCCi shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and \$1,000,000 employers' liability
- Comprehensive General Liability: \$2,000,000 per occurrence and \$4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: \$1,000,000 per occurrence and \$3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: \$3,000,000 in the aggregate

MCCi, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCi represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability but no modified certificate of insurance will be provided.

14. **Notices**

All notices, demands and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

<u>If to MCCi</u>	<u>If to Client:</u>
MCCi, LLC	City of Statesboro
3717 Apalachee Parkway	50 East Main Street
Suite 201	
Tallahassee, FL 32311	Statesboro, GA 30458
Attn: Legal Department	Attn: Leah Harden
Email: legal@mccinnovations.com	Email: leah.harden@statesboroga.gov

15. **Miscellaneous**

(a) **3rd Party EULA Provisions.**

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies and/or terms and conditions or similar requirements ("**EULA**"), whether supplied by MCCi as a convenience or not, for any products procured on behalf of Client by MCCi.

(b) **Use of Open-Source Code.**

Except as disclosed in the Order, MCCi does not distribute nor otherwise use any open source or similar software in a manner that would obligate MCCi to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, "**Open Source**" shall mean any software or other Intellectual Property that is distributed or made available as "open source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or Intellectual Property. Open - Source Materials includes, but may not be limited to, software that

is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License or BSD License, as well as all other similar "public" licenses.

(c) **Client Software Customizations.**

Client may choose to customize their software internally without MCCi's help. MCCi is not responsible for any damages caused by Client's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations.

(d) **MCCi Software Configuration Services.**

Client may elect to contract with MCCi to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCi for any damages that could be related to these software configurations.

(e) **Compliance with Laws.**

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) **Equal Opportunity.**

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) **Excluded Parties List.**

To the extent required by law and applicable to Client, MCCi agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) **Force Majeure.**

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. "**Force Majeure**" means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) **Audit Rights.**

With reasonable notice and at a convenient location, Client will have the right to audit MCCi's records to verify the accuracy of invoicing to Client.

In addition, should any of Client's regulators legally require access to audit the Services, MCCi will, to the extent legally required by such

regulators, provide access for the same. All results of such audits shall be MCCi Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCi and Client involving their respective responsibilities, limitations or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any

Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCi may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a "Dispute") will be governed by (i) the laws of the State of Florida, or (ii) if Client is a city, county, municipality or other governmental entity, the law of state where Client is located, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.

Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

CITY OF STATESBORO ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

50 EAST MAIN STREET
STATESBORO, GA 30458

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director – Public Works and Engineering

Date: December 14, 2021

RE: Recommendation of Proposed Change Orders #25 and #26 to Construction Contract for Luetta Moore Park and Grady Street Park Improvements Project

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of Change Orders listed below to the contract with Lavender & Associates, Inc. in the not to exceed amount of **\$19,854.96** and authorize the Mayor to execute contract document amendment to proceed with construction of services and products listed in the change orders for the Luetta Moore Park and Grady Street (Rev. W. D. Kent) Park Improvements project:

Grady Street/ WD Kent Park

Provide labor, material and equipment to replace 6 basketball goals with same model as half court:

•	Material/Freight	\$3,694.00
•	Labor	\$ 670.00
	Subtotal:	\$4,364.00
	10% GC OH/Profit:	\$ 873.00
	Sub-Total:	\$5,237.00

Provide material and labor to extend the rear downspouts of the pavilion to the splash pads:

•	Subcontractor	\$340.00
	7.5% OH & Profit	\$ 26.00
	Sub-Total:	\$366.00

Luetta Moore Park

Provide additional Sod **Sub-Total: \$7,650.00**

Overrun of quantity for 4" concrete sidewalk:

•	Overrun amount 4"	\$27,450.00
•	Underruns	(\$20,848.04) (Amount offset by other items)
	Sub-Total:	\$6,601.96
	TOTAL:	\$19,854.96

Background:

Due to design engineer's discrepancies the downspouts do not discharge directly to the splash pad instead the drain discharges to the structure column foundation. This will likely result in erosion of the foundation over time. It is recommended that this be corrected to avoid future maintenance issues.

The Basketball goals under the pavilion were not specified to be replaced. The contractor chose to replace the existing goals which were in poor condition. The replacements are not as durable as the ones specified in the contract for the other locations and one has already broken due to hard use. To avoid future maintenance issues and liability it is recommended these be upgraded.

The 4" concrete sidewalk overran significantly. The design engineer investigated and stated that the 4" concrete sidewalk under the pavilion appeared not to have been included in the total amount shown on the bid form. The plans called for concrete sidewalk to be placed in this area and it is critical to the project. This oversight is partially alleviated by other pay item quantities that were not used.

Additional areas at Luetta Moore Park were desired to be sodded prior to opening the park to the public. These areas had not been shown to be sodded originally.

Lavender & Associates, Inc. was selected to construct the parks improvements for the Luetta Moore Park and Grady Street Park (Rev. W.D. Kent Park) improvements project. The Bulloch County Parks & Recreation Department, the owner, City of Statesboro, has identified changes to support the projects' design and the construction to ensure that the project does not have future maintenance issues

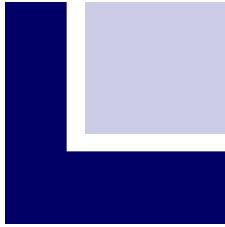
Budget Impact:

Project will be funded by financing and debt service is to be paid from City and County SPLOST proceeds.

Council Person and District:

District 2, Councilmember Paulette Chavers

Attachment: Proposal



LAVENDER & ASSOCIATES, INC.

GENERAL CONTRACTORS

November 22, 2021

City of Statesboro
Attn: John Washington
50 East Main Street
Statesboro, GA 30458

RE: Grady St. Parks Improvements
Proposed Change Order #25

- Labor, material, and equipment to replace 6 basketball goals with same model as half court.

Material / Freight:	\$3,694.00
Labor:	<u>\$ 670.00</u>
Subtotal:	\$4,364.00
20% OH & Profit:	<u>\$ 873.00</u>
Total:	\$5,237.00

- To provide material and labor to extend the downspouts on the backside of the pavilion.

Subcontractor:	\$340.00
7.5% OH & Profit:	<u>\$ 26.00</u>
Total:	\$366.00

If you have any questions, please don't hesitate to contact me.

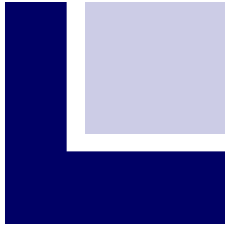
Sincerely,

John E. Lavender

John E. Lavender
President

P.O. Box 1654 • 300 Pulaski Road • Statesboro, GA 30459

Telephone 912-489-4677 • Fax 912-764-4226



LAVENDER & ASSOCIATES, INC.

GENERAL CONTRACTORS

November 29, 2021

City of Statesboro
Attn: John Washington
50 East Main Street
Statesboro, GA 30458

RE: Grady St. Parks Improvements
Proposed Change Order #26

Additional Sod at Luetta Moore Park.

Total: \$7,650.00

If you have any questions, please don't hesitate to contact me.

Sincerely,

John E. Lavender

John E. Lavender
President

P.O. Box 1654 • 300 Pulaski Road • Statesboro, GA 30459

Telephone 912-489-4677 • Fax 912-764-4226

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Jason Boyles, Assistant City Manager

Date: December 14, 2021

RE: MOU between City of Statesboro, Downtown Statesboro Development Authority, and Georgia Southern University for City Campus Phase III Expansion Project

Policy: Memorandum of Understanding & Agreement

Recommendation:

Staff recommends approval of a Memorandum of Understanding and Agreement between the City of Statesboro, Downtown Statesboro Development Authority, and Georgia Southern University for the City Campus Phase III Expansion project.

Background:

At the January 7, 2020 meeting city council approved authorization of \$500,000 in funds to support application by the Downtown Statesboro Development Authority (DSDA) to the federal Economic Development Administration (EDA) for funding of phase III expansion of additional classroom spaces, expansion of the business incubator, and a community training center. Further, at the May 5, 2020 meeting city council approved a resolution authorizing co-application with the DSDA for said EDA grant.

The EDA has awarded \$2,000,000 to the Downtown Development Authority with the City of Statesboro and Georgia Southern University as co-applicants in the grant. The attached MOU outlines the responsibility of each party to move the collaborative project forward through design and construction. The role of the City will be to serve as fiscal agent for the grant funds and to assist the DSDA with procurement processes and administration of design services and construction.

As work progresses, progress reports will be provided to the Mayor and City Council regarding design concepts and project benchmarks.

Budget Impact: \$500,000 project match from 2013 SPLOST and 2019 SPLOST

Council Person and District: Paulette Chavers, District 2

Attachments: Memorandum of Understanding & Agreement



OFFICE OF THE VICE PROVOST FOR RESEARCH
MARVIN PITTMAN ADMINISTRATION BUILDING, SUITE 1001
POST OFFICE BOX 8140
STATESBORO, GEORGIA 30460-8140
TELEPHONE (912) 478-8641

MEMORANDUM OF UNDERSTANDING & AGREEMENT

RE: Georgia Southern University Innovation Incubator Expansion

This Document shall serve as the formal agreement and understanding between the Downtown Statesboro Development Authority (DSDA), City of Statesboro (COS) and Georgia Southern University (GSU) regarding cooperative activities and funding for emerging interests in creation of incubation facilities, office space, innovation laboratories and other services to facilitate economic and workforce development efforts (Intended Purpose) to be housed in downtown Statesboro. WITNESSETH, that all parties hereto do mutually agree to the following:

The DSDA agrees to:

1. Maintain control of title to the building that is the site of 64 East Main Street.
2. Serve as lead entity on project and cooperate with GSU and COS to leverage the DSDA's purchase of the aforementioned building, and other costs as determined reasonable.
3. Maintain the aforementioned building and associated facilities and waive any rents payable by GSU for the duration of GSU's occupancy in these buildings, so long as the activities are consistent with the DSDA and GSU's Intended Purpose.

GSU agrees to:

1. Assign primary point of contact with EDA to ensure proper/timely communication with the funding agency regarding grant activities and requisite Government Performance and Results Act (GPRA) reports.
2. Cooperate with the DSDA and COS on the design and oversight for improvements to the facilities through the use of external funding acquired for the Intended Purpose.
3. Assign associated personnel and resources, and to reallocate existing funding, where applicable, to support GSU's efforts toward the Intended Purpose within these facilities.
4. Work with DSDA and COS leaders to establish and develop programs leading to advancement of the Intended Purpose and to establish Statesboro and Bulloch County as a hub of Economic Development for South Georgia.

COS agrees to:

1. Provide grant matching funds in the amount of \$500,000 toward the project.
2. Cooperate with DSDA and GSU on grant administration associated with the redevelopment of said property.

3. Manage grant funding and process necessary reimbursement requests associated with EDA funding requirements.
4. Perform appropriate construction management services associated with the successful completion of the grant award
5. Assist in the development and posting of appropriate request for qualifications and request for proposals.

Executed as of this _____ day of _____, 2021.

City of Statesboro

Georgia Southern University

By: _____

By: _____

Title: _____

Title: _____

Downtown Statesboro Development Authority

By: _____

Title: _____

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Jason Boyles, Assistant City Manager

Date: December 14, 2021

RE: Intergovernmental Agreement between City of Statesboro and Downtown Statesboro Development Authority for City Campus Phase III Expansion Project

Policy: Intergovernmental Agreement

Recommendation:

Staff recommends approval of an intergovernmental agreement (IGA) between the City of Statesboro and Downtown Statesboro Development Authority for the City Campus Phase III Expansion project.

Background:

At the January 7, 2020 meeting city council approved authorization of \$500,000 in funds to support application by the Downtown Statesboro Development Authority (DSDA) to the federal Economic Development Administration (EDA) for funding of Phase III Expansion of the business incubator, additional classroom spaces, and a community training center. The EDA has awarded \$2,000,000 to the Downtown Development Authority with the City of Statesboro and Georgia Southern University as co-applicants in the grant.

The attached IGA specifically defines the terms and responsibility of each party related to the commitment of \$500,000 in grant matching funds from the City of Statesboro to the DSDA. In addition to this IGA, at the December 21, 2021 meeting, City Council will be presented with a Memorandum of Understanding & Agreement between all three parties regarding each party's cooperative responsibility for the City Campus Phase III Expansion project.

Budget Impact: \$500,000 project match from 2013 SPLOST and 2019 SPLOST

Council Person and District: Paulette Chavers, District 2

Attachments: Memorandum of Understanding & Agreement

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this ___ day of December, 2021 (the "Effective Date") by and between the CITY OF STATESBORO, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a duly constituted development authority organized pursuant to the laws of the State of Georgia (the "DSDA").

W I T N E S S E T H:

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

WHEREAS, DSDA and City are parties to a Memorandum of Understanding (the "MOU"), along with Georgia Southern University, approved in December of 2021 concerning the redevelopment of real property located at 64 East Main Street.

WHEREAS, the MOU, among other topics, concerns City's provision of \$500,000 in matching funds for an EDA grant to improve facilities on real property owned by DSDA located at 64 East Main Street within the corporate limits of the City of Statesboro.

WHEREAS, the MOU obligates DSDA to maintain this real property and building.

THEREFORE, City and DSDA agree as follows:

1. City payment of EDA grant matching funds and public use of facilities

City hereby restates its obligations to provide matching funds in the amount of \$500,000. The facility will be available for the use and benefit of the City, its staff, and the general public.

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

3. **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

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

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

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

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

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

With A Copy to:

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

DSDA:

Allen Muldrew, Director,
10 Siebald Street
Statesboro, GA 30458
(912)764-7227

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

8. **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

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

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JONATHAN M MCCOLLAR, Mayor

Attest: _____
LEAH HARDEN, City Clerk
[SEAL]

Approved as to Form:

CAIN SMITH, City Attorney

**DOWNTOWN STATESBORO DEVELOPMENT
AUTHORITY**

By: _____
SUZANNE HALLMAN, Chair

Attest: _____
DELORES DICKEY, Secretary

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director - Public Works & Engineering

Date: December 20, 2021

RE: Contract Award – Front Load, CNG Refuse Truck

Policy Issue: Purchasing

Recommendation:

Staff recommends and requests an amendment of award of contract to Solid Waste Applied Technology for the purchase of a New Way Front Loader Refuse Collection body with a 2022 Peterbilt 520 CNG Cab and Chassis per Sourcewell contract in the amount of \$363,518.43. This item will be purchased with Solid Waste Collection revenue funds.

Background:

At the October 19, 2021 meeting City Council approved the purchase of a refuse truck in the amount of \$346,209.43. The purchase recommendation was based on contract pricing obtained in late September 2021 from New Way (refuse body manufacturer) and Peterbilt Motor Company (chassis manufacturer) by the authorized vendor and provided to City staff on October 1, 2021. After that quote was obtained Peterbilt increased their contract pricing with Sourcewell due to supply chain cost increases. When the vendor placed the order on behalf of the City in late October 2021 they were notified that Peterbilt had issued a contract pricing increase in early October 2021.

The Front Load CNG Refuse Collection Truck is to be utilized in the Solid Waste Collection Division of Public Works & Engineering Department. The price of the equipment is in excess of the funds budgeted, however, fund balance in the solid waste collection fund is available to cover this expense. Due to current supply chain constraints across the U.S., and with manufacturers providing reduced production quantities, I contend the amount of increase outweighs the option to not fulfill the order while order production is available. The expectation is no new truck chassis will be available for another one to two years. SWAT has submitted a PO on the chassis to place a hold on the unit for the City of Statesboro and not lose this unit to another buyer.

Budget Impact: Reduction in Maintenance Costs

Council Person and District: N/A (citywide)

Attachments: Vendor Pricing Explanation Letter; Peterbilt Sourcewell Pricing Revision; Allstate Peterbilt pricing statement; Initial Requisition Order

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



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

PRICING EXPLANATION LETTER

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

11/12/2021

Dear Stevie and City of Statesboro,

Please accept this letter as an explanation of the pricing correction and change from previous quoted Frontload pricing. The Original price quoted was \$342,709.43 plus \$3500 Freight for a total of \$346,209.43. The breakdown of this cost is as follows: Body Price: \$187,709.43 Chassis Price: \$155,000.00 Freight: \$3500.00
Once the Purchase order was received, SWAT entered the order into the system. This is when we found out that Chassis pricing had changed and was no longer valid. The corrected Chassis pricing is as follows.
Body Price: \$187,709.43 Chassis Price: \$172,309.00 Freight: \$3500.00 New Total Price: **\$363,518.43**

Overview of Chassis Pricing Change:

Several key factors are involved in the pricing change for chassis. Due to the economic shortages that have affected Peterbilt supply chain, The Peterbilt network has changed the process of selling trucks. The shortage of chassis due to supply chain issues, labor issues, etc. has resulted in an allocation process. AllState Peterbilt (Chassis provider) is the second largest Peterbilt distributor in the US. AllState Peterbilt currently has 58 Peterbilt model 520 chassis for the calendar year 2022. (This information came from Allstate Peterbilt representative) They previously distributed over 200 Peterbilt 520s per year.

Peterbilt also, during the month of September and October stopped all truck orders to re-evaluate allocations and pricing. In this, they went to each process such as Sourcewell and re-aligned pricing to compensate for the shortages, price increases in raw materials, labor cost increases and shortages in the labor market, freight cost increases, etc. New pricing was agreed upon in early October and was released. This new pricing is reflected in the corrected number on the updated quote. This new price is fixed and non-negotiable.

Second reason for increase is the fact that this unit is a CNG unit. Cost of CNG has increased as the demand for CNG is down. Current economic trend is towards Battery power. With the Demand lower for CNG, this drives cost up. This cost increase is incorporated into the chassis side pricing, and also is reflected in this increase, as was put into the updated pricing.

Sincerely

JC Gillenwater
Owner

Sourcewell Customer Pricing CY2021-2024

Peterbilt Motors Company Contract #060920-PMC

OCTOBER 1, 2021 REVISION

Model	Model 220	Model 220EV	Model 325	Model 330	Model 337	Model 348	Model 535	Model 536	Model 537	Model 548
Example MSRP/Base List Price	\$91,135	\$446,984	\$83,944	\$88,697	\$95,459	\$108,550	\$90,723	\$93,568	\$95,203	\$108,586
CY2021-2024 Sourcewell DISCOUNT	10.00%	14.00%	17.00%	18.00%	19.00%	26.00%	15.00%	16.00%	17.00%	20.00%
Sourcewell Customer Price	\$82,023	\$384,412	\$69,673	\$72,731	\$77,324	\$80,325	\$77,112	\$78,594	\$79,022	\$86,870

Model	Model 365	Model 367	Model 567	Model 579	Model 579EV	Model 389	Model 520	Model 520EV
List Price	\$173,401	\$176,503	\$178,721	\$191,060	\$596,681	\$188,869	\$196,670	\$638,044
CY2021-2024 Sourcewell DISCOUNT	31.00%	34.00%	34.00%	35.00%	37.00%	35.00%	35.00%	37.00%
Sourcewell Customer Price	\$119,647	\$116,490	\$117,963	\$124,180	\$375,920	\$122,762	\$127,829	\$401,969

*Customer price includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI) and dealer profit.

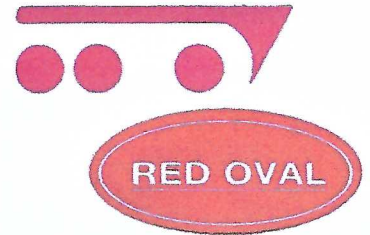
*Customer price **does not** include any flooring/interest charges, any applicable taxes (i.e. FET), and any components/services provided by the Peterbilt dealer after delivery from Peterbilt factory (i.e. body, manuals, training, doc fees, local-delivery, additional fuel/def, extended coverages, etc.)

- Due to global supply chain cost increases, all trucks are subject to a commodity surcharge of up to 10% of truck (cab & chassis) price (List price less Sourcewell Discount)
 - Canadian Peterbilt Dealers have the option to order chassis in Canadian or US Dollars.
- If ordered in US dollars, Canadian Peterbilt Dealers have the option to lock-in the exchange rate and have the truck invoiced in Canadian Dollars prior to build date. (typically 2 weeks before build date).
 - Peterbilt/PACCAR-Canada provides Peterbilt Dealers the updated exchange-rate on a daily basis.
 - PACCAR Treasury uses a daily average along with 6 month futures.

PETERBILT OF EAU CLAIRE

6500 Texaco Dr.
EAU CLAIRE, WI 54703
715-874-4747
FAX #715-874-4757

NATIONWIDE TOLL FREE 1-877-874-4747



Allstate peterbilt is following the directive from Peterbilt per the Sourcewell contract on pricing for 2022 contract # 060920.

Price is as follows, this includes chassis price plus all warrantys, frame layout, delivery to body company, fuel and Def, floor plan.

\$172,309.00

Neil C. Riedel
Allstate Peterbilt of Eau Claire
401 Evergreen Avenue
Marshfield WI 54449
715-305-0100
nriedel@wdlarsen.com



City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

October 26, 2021
Mr. JC Gillenwater
Solid Waste Applied Technologies
207 Hal Averitt Blvd.
Statesboro, Georgia 30458

Re: 2022 Front Load (CNG) Refuse Collection Truck- Solid Waste Collection Division

Mr. Gillenwater,

At the October 19, 2021 City of Statesboro city council meeting, City Council awarded the Front Load (CNG) Refuse Collection Truck- Solid Waste Collection Division contract to Solid Waste Applied Technologies in the amount of \$346,209.43 as provided in Sourcwell contract # 091219-NWY submittal.

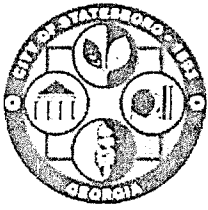
Please proceed with order of the aforementioned Front Load (CNG) Refuse Collection Truck. Payment will be made upon delivery and acceptance of the new Front Load (CNG) Refuse Collection Truck, in accordance with the Sourcwell Contract. The is to be delivered to the City of Statesboro Public Works office located at #5 Braswell Street, Statesboro, Ga. Purchase Order # 0038973 and Sourcwell contract # 091219-NWY have been attached.

If you need anything further from me, please do not hesitate to contact me by email or by phone. Thank you again for your assistance. I look forward to receipt of your product and to working with you.

Sincerely,

Steve Thomas
Solid Waste Division
Superintendent

Cc: John Washington, Director – Public Works and Engineering
Darren Prather – Purchasing Director
Jason Boyles – Assistant City Manager



CITY OF STATESBORO

50 East Main Street
PO Box 348
Statesboro, GA 30458

PURCHASE ORDER

PO Number: PO0038973

Date: 10/26/2021

Requisition #: REQ0020653

Vendor #: 001460

ISSUED TO: SOLID WASTE APPLIED TECHNOLOGIES, INC
P O BOX 2255
VIDALIA, GA 30475-

SHIP TO: City of Statesboro Public Works Dept
5 Braswell Street
Statesboro, GA 30458

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0	Solid Waste Applied Tech	541-1175001		0.00	346,209.43

New Total Price: \$363,518.43

\$17,309.00 incr.

Authorized by: _____

SUBTOTAL:	346,209.43
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	346,209.43

- Original invoice with remittance slip must be sent to: City of Statesboro, 50 East Main Street, PO Box 348, Statesboro, GA 30458.
- Payment may be expected within 30 days of receipt of goods and invoice.
- C.O.D. shipment will not be accepted.
- Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
- All goods are to be shipped F.O.B. Destination unless otherwise stated.
- All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
- All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
- Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
- Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
- The City is exempt from all federal excise and state tax - ID# 58-6000668

City of Statesboro Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 12/13/2021

RE: Sole Source purchase of Rotary Fine Screen

Policy Issue: Council Approval

Recommendation: Consideration of a motion to approve the purchase of one (1) Rotary Fine Screen for the Waste Water Treatment Plant from Parkson Inc. in the amount of \$55,253.00 with funds approved in the 2022 CIP Budget item #WTP-5.

Background: In March of this year one of the four Rotary Fine Screens at the WWTP failed and could not be repaired because of age and wear. At that time we asked for approval to make an emergency purchase to replace the damaged unit and a new unit was purchased and installed. As a result of that breakdown we evaluated the status of the remaining units and determined that we needed to replace another screen before it failed and caused another emergency situation. Our plan is to budget the replacement of the final two screens as part of the 2023 budget process to complete the process. This is a sole source purchase because the screens are proprietary to the Parkson rotary screen unit.

Budget Impact: Approved as part of the 2022 CIP item #WTP-5 from ATC Funds

Attachments: Parkson Quote

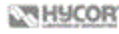


Aftermarket Care – Quotation

1401 W. Cypress Creek Rd. – Suite 100, Fort Lauderdale, FL 33309 - **HEADQUARTERS**

562 Bunker Court, Vernon Hills, IL 60061

100 Schreiber Dr., Trussville, AL 35173



1-888-Parkson

***The Quotation is submitted pursuant to Parkson Corporation Aftermarket Terms and Conditions, which are embedded below**

Quote Name	Statesboro, GA WWTP H-0010976A HRS6096T RWC 11-10-2021	Created Date	11/30/2021
Quote Number	00030785	Expiration Date	1/31/2022
Prepared By	Ray Coulter	Contact Name	Aulbert Brannen
Phone	(954) 917-1879	Phone	(912) 764-0607
Email	rcoulter@parkson.com	Email	aulbert.brannen@statesboroga.gov
Fax	(954) 252-4085	Fax	_____
Bill To Name	Statesboro, GA WWTP	Ship To Name	Statesboro, GA WWTP
Project #	H-0010976A HRS6096T	Payment Terms	Net 30
Freight	Prepay and Add	Estimated Delivery	14 to 16 Weeks
		FOB:	Shipping Point

Item Number	Product	Line Item Description	Quantity	Sales Price	Total Price
Custom	Customized1	5219-026-060/A6, Screen Subassy. x 0.060" Openings, Standard Diverters, Spiral Wraps & Tabs, Tub Style, 316SS, Includes a 11.26% Discount	1.00	\$49,996.00	\$49,996.00
4013-027/CS	Driven Sprocket, 6000		1.00	\$4,482.00	\$4,482.00
Protective Crate	Crate		1.00	\$775.00	\$775.00

Line Items	3	Subtotal	\$55,253.00
		Total Price	\$55,253.00

Please complete information below:

BILL TO Name: _____	SHIP TO Name: _____
Address: _____	Address: _____
City, State, Zip: _____	City, State, Zip: _____
PO #: _____	SHIP TO Attn of: _____
Bill to - Email: _____	Phone: _____

All amounts expressed in US Dollars

Quote Acceptance Information

Signature _____
 Name _____
 Title _____
 Date _____