



January 3rd, 2017 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Recognitions/Public Presentations
 - A) Presentation of Retirement for Jimmy Edenfield, Water Sewer Supervisor, Water Sewer Department, after 42 years of service.
 - B) Presentation of Run The 'Boro 5K / Holiday Celebration Proceeds To The Statesboro Boro Food Bank
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 11-15-2016 Executive Session Minutes
 - b) 12-06-2016 Council Minutes
 - c) 12-06-2016 Executive Session Minutes
 - B) Consideration of a Motion to approve **Resolution 2017-01**: A Resolution to Fix and Publish Qualifying Fees for the City of Statesboro November 7, 2017 General Election.
6. Public Hearing and Consideration of a Motion to Approve Alcohol License Applications:
 - A) Zip N Food #10
(Beer and Wine Package only)
Pallavi Patel, Keyuriben Patel, & Ekta D Patel
1803 Chandler Road
Statesboro Ga 30458
Council District 4 (Riggs)
 - B) Southern Billiards & Burgers Inc.
(Enlarging their current building to include the adjoining building)
James H. Rushing Jr.
200 Lanier Drive Suite #2
Statesboro Ga 30458
Council District 5 (Chance)

7. Administrative Hearing for alleged Alcohol Violation as pursuant to Chapter 6 of the City of Statesboro Alcohol Ordinance:

Enforcement from the Statesboro Police Department

	<u>Current Offense</u>	<u>Violations in the last 5 Years</u>
a)	Hazrat Rehman GR Comrade LLC DBA Main Street Bar & Grill 230 South Main Street Council District 2 (Jones)	December 8, 2016 Sale to Underage (2 counts)
		February 13, 2015 Sale to Underage
b)	Clyde Al Chapman III Gnats Landing of Statesboro 470 South Main Street Council District 3 (Yawn)	December 8, 2016 Sale to Underage (2 counts)
		February 13, 2015 Sale to Underage
c)	Ramiro Melendez Boro Mexican Foods LLC DBA El Jalapeno Mexican Restaurant 711 South Main Street Council District 2 (Jones)	December 8, 2016 Sale to Underage (2 counts)
		February 21, 2015 Exceeded the legal occupancy load
d)	Farid Gharachorloo GATA 2 LLC DBA GATA's Sports Bar & Grill 67 Gata Drive Council District 4 (Riggs)	December 8, 2016 Sale to Underage (2 counts)
		September 4, 2014 Sale to Underage
		September 11, 2015 Sale to Underage
		September 20, 2015 Sale to Underage
e)	Greg Cyrier BRG Beverages LLC Chili's Bar & Grill 435 Commerce Drive Council District 5 (Chance)	December 8, 2016 Sale to Underage (2 counts)
		None
f)	Roger Collier Ruby Tuesday 195 Northside Drive East Council District 5 (Chance)	December 8, 2016 Sale to Underage (2 counts)
		March 28, 2013 Sale to Underage
		August 22, 2013 Sale to underage
		September 11, 2014 Sale to Underage

8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 16-11-03**: Monarch 301 Apartments LLC requests a variance from Article XV Section 1509(C) Table 3 of the Statesboro Zoning Ordinance regarding the maximum square footage and maximum height allowed for a monument sign to be installed at 816 South Main Street (Tax Parcel MS52 000026 000).
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # RZ 16-12-01**: Home Land Auto Group requests a zoning map amendment for 1.5 acres of property located at 2538 Northside Drive West from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail used automobile dealership (Tax Parcel # S17 000008 000).
10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # SE 16-10-07**: Vaden of Statesboro, Inc. requests a special exception to utilize the property at 600 Brannen Street as a parking lot for automobile sales inventory within the CR (Commercial Retail) zoning district (Tax Parcel S53 000059 000).
11. Consideration of a Motion to Approve **Resolution 2017-02**: A Resolution to appoint Russel Rosengart to the Statesboro Planning Commission for a two year term.
12. Public Hearing and First Reading of **Ordinance 2017-01**: An Ordinance amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages).
13. Consideration of a Motion to approve an agreement with Hines and Associates Inc. for utilization review services and other services for the management of health care claims of group members at the rate of \$2.05/employee per month.
14. Consideration of a Motion to approve an agreement with Optum Inc. for managed transplant program services per employee at the rate of \$4.87/single and \$11.69/family per month.
15. Consideration of a Motion to approve the statement of rates with Taylor Benefit Resource and authorize the Mayor to execute an agreement with Cabot Inc. for stop-loss insurance coverage management services per employee at the rate of \$64.43/single and \$173.25/family per month.
16. Consideration of a Motion to Approve award of contract to the low bidder, Hawk Construction, for the "2016-11 Storm water Shelter" project in the amount of \$162,890.00. This project, STM-9, will be funded by Storm water Fund revenues.
17. Consideration of a Motion to Award the purchase of a cab and chassis truck to Allan Vigil Ford per the State of GA contract in the amount of \$29,850.00. This item is funded under CIP# Eng-STS-90 in the amount of \$40,000 and will be initially paid for using the GMA Lease Pool.

18. Consideration of a Motion to Approve the Mayor to sign a contract in the amount of \$23,141.75 (paid over a three year period) to reimburse Bulloch County for the expense of adding high-resolution aerial photography for the City of Statesboro to the already contracted low-resolution project being done County-wide. Although this contract will be with Bulloch County, the County has contracted with Pictometry International Corporation. If approved, this expense will be funded from the operational budgets of City Departments utilizing this product.
19. Other Business from City Council
20. City Managers Comments
 - A) Update on the Personnel Policy
 - B) Update on the Police Chief search
21. Public Comments (General)
22. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
December 06, 2016**

A regular meeting of the Statesboro City Council was held on December 6th, 2016 at 9:00a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart and City Attorney Cain Smith.

The meeting was called to Order by Mayor Jan J. Moore

The Invocation and Pledge of Allegiance was given by Mayor Jan Moore

Recognitions/Public Presentations

A) Presentation from Marlethia Lawrence, FEMA Crisis Counselor at Pineland BHDD

Ms. Lawrence stated the program is to help people in the community that were affected by Hurricane Matthew.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

Councilman Yawn made a motion, seconded by Councilman Riggs to approve the consent agenda for the Council minutes of November 15, 2016. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve a Resolution to Change the name of the Veterans Administration Clinic in Statesboro to the Ray Hendrix Clinic

Bob Marsh representing the local Veterans spoke regarding how Mr. Hendrix diligently pursued the quest to get a Veterans Clinic in Statesboro. Several members of the family as well as other Veterans were present.

Councilman Boyum made a motion, seconded by Councilman Riggs to approve a Resolution to Change the name of the Veterans Administration Clinic in Statesboro to the Ray Hendrix Clinic. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Administrative Hearing for alleged alcohol violation as pursuant to Chapter 6 of the City of Statesboro Alcohol Ordinance:

Enforcement from the Statesboro Police Department:

	Current Offense	Violations last 5 Years
a) Kunal Patel Reema Inc DBA Dixie Food Store 1495 Northside Drive East	November 2, 2016 Sale to Underage	September 12, 2014 Dept. of Revenue, Sale to Underage
b) Clint Crews Walgreen Co DBA Walgreens #09257 613 Northside Drive East	November 2, 2016 Sale to Underage	March 28, 2013 SPD, Sale to Underage January 22, 2015 SPD, Sale to Underage
c) Annette Jones Wal Mart Stores East LP DBA Wal Mart #754 147 Northside Drive East	November 2, 2016 Sale to Underage	August 07, 2013 SPD, Sale to Underage
d) Clyde Woolard Coastal Area Stores Inc. DBA Clyde's Market #76 17874 Fair Road	November 2, 2016 Sale to Underage	August 20, 2014 Dept. of Revenue, Sale to Underage March 03, 2016 SPD, Sale to Underage

City Attorney Alvin Leaphart explained how the hearings would be administered. Mr. Leaphart explained if the petitioner and respondent admit and agree to the violation, the respondent would sign a consent order and waive their right for a hearing.

Interim Police Chief Rob Bryan presented the consent order on the Dixie Food Store with a recommendation of 7 days suspension, probation for 6 months and the condition of that probation is that the licensee shall remain in full and strict compliance with Chapter of Code of Ordinances of the City of Statesboro as well as ensuring all employees who may sell alcohol have completed TIPS training, any alcohol server training approved by the City Council before 2/8/17 and new employees hired during the probation within 30 days of hiring.

Councilman Yawn made a motion, seconded by Councilman Riggs to accept the recommendations for the penalty of the violation. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Interim Police Chief Rob Bryan presented the consent order for Walgreens with a recommendation of 15 days suspension, probation for 1 year and the condition of that probation is that the licensee shall remain in full and strict compliance with Chapter of Code of Ordinances of the City of Statesboro as well as ensuring all employees who may sell alcohol have completed TIPS training, any alcohol server training approved by the City Council before 2/8/17 and new employees hired during the probation within 30 days of hiring.

Councilman Riggs made a motion, seconded by Councilman Yawn to accept the recommendations for the penalty of the violation. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Interim Police Chief Rob Bryan presented the consent order for Wal-Mart with a recommendation of 7 days suspension, probation for 6 months and the condition of that probation is that the licensee shall remain in full and strict compliance with Chapter of Code of Ordinances of the City of Statesboro as well as ensuring all employees who may sell alcohol have completed TIPS training, any alcohol server training approved by the City Council before 2/8/17 and new employees hired during the probation within 30 days of hiring.

Councilman Yawn made a motion, seconded by Councilman Riggs to accept the recommendations for the penalty of the violation. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Interim Police Chief Rob Bryan presented the consent order for Clyde's with a recommendation of 15 days suspension, probation for 1 year and the condition of that probation is that the licensee shall remain in full and strict compliance with Chapter of Code of Ordinances of the City of Statesboro as well as ensuring all employees who may sell alcohol have completed TIPS training, any alcohol server training approved by the City Council before 2/8/17 and new employees hired during the probation within 30 days of hiring.

Councilman Riggs made a motion, seconded by Councilman Jones to accept the recommendations for the penalty of the violation. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to Approve an Alcohol Catering License Application:
They currently have an Alcohol License for Retail Liquor, Beer and Wine by the Drink.**

**A) 40 East Grill
Woody Pumphrey
40 East Main Street**

Councilman Yawn made a motion, seconded by Councilman Chance to open the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

No one spoke for or against the request.

Councilman Riggs made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Yawn made a motion, seconded by Councilman Riggs to approve an Alcohol Catering License Application for 40 East Grill. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Public Hearing and Second Reading for Consideration of a Motion to Approve Ordinance 2016-12: An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention).

Councilman Riggs made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

No one spoke for or against the request.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Yawn made a motion, seconded by Councilman Riggs to approve **Ordinance 2016-12**: An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention). Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award the purchase of 7 Ford Police Interceptor SUVs to Allan Vigil Ford per the Georgia State Contract in the amount of \$199,605.00, the unit price of the vehicle is \$26,680.00 plus an additional \$1,835.00 for an extended warranty (7 Year/ 100,000 miles). The funding from this purchase comes from funds approved in the FY 2013 SPLOST.

Councilman Riggs made a motion, seconded by Councilman Yawn to award the purchase of 7 Ford Police Interceptor SUVs to Allan Vigil Ford per the Georgia State Contract in the amount of \$199,605.00, the unit price of the vehicle is \$26,680.00 plus an additional \$1,835.00 for an extended warranty (7 Year/ 100,000 miles). The funding from this purchase comes from funds approved in the FY 2013 SPLOST. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award the purchase of 7 4RE in car video camera systems to Watch Guard in the amount of \$36,970.00, as a sole source purchase. The funding from this purchase comes from funds approved in the FY 2013 SPLOST in the amount of \$32,203.94 and \$4,766.06 coming from the Seized Fund Account.

Councilman Riggs made a motion, seconded by Councilman Yawn to award the purchase of 7 4RE in car video camera systems to Watch Guard in the amount of \$36,970.00, as a sole source purchase. The funding from this purchase comes from funds approved in the FY 2013 SPLOST in the amount of \$32,203.94 and \$4,766.06 coming from the Seized Fund Account. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award the up fitting the 7 Ford Police Interceptor SUVs to West Chatham Warning Devices in the amount of \$59,350.06 for \$8,478.58 per unit. The equipment will be installed by the City shop at an estimated cost of \$8,841.00. The funding from this purchase comes from funds approved in the FY 2013 SPLOST.

Councilman Riggs made a motion, seconded by Councilman Yawn to award the up fitting the 7 Ford Police Interceptor SUVs to West Chatham Warning Devices in the amount of \$59,350.06 for \$8,478.58 per unit. The equipment will be installed by the City shop at an estimated cost of \$8,841.00. The funding from this purchase comes from funds approved in the FY 2013 SPLOST. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to approve the Certified Officer Hiring Bonus (COHB) and Military Service Bonus (MSB) proposals for newly hired officers of the Statesboro Police Department. This proposal will be tested and evaluated in a pilot program that will expire at the end of FY 2018.

Councilman Riggs made a motion, seconded by Councilman Chance to approve the Certified Officer Hiring Bonus (COHB) and Military Service Bonus (MSB) proposals for newly hired officers of the Statesboro Police Department. This proposal will be tested and evaluated in a pilot program that will expire at the end of FY 2018. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve a Memorandum of Understanding (MOU) between the City of Statesboro, DCA and the DSDA for the 2017 Georgia Classic Main Streets Program.

Councilman Boyum made a motion, seconded by Councilman Riggs to approve a Memorandum of Understanding (MOU) between the City of Statesboro, DCA and the DSDA for the 2017 Georgia Classic Main Streets Program. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve the purchase of a Case IH Farmall 75C Tractor from AimTrac in the amount of \$36,500.00. This tractor is budgeted under CIP#ENG-STS-111 in the amount of \$45,000.00 and is funded by the GMA Lease Pool with payments from the general fund.

Councilman Chance made a motion, seconded by Councilman Yawn to approve the purchase of a Case IH Farmall 75C Tractor from AimTrac in the amount of \$36,500.00. This tractor is budgeted under CIP#ENG-STS-111 in the amount of \$45,000.00 and is funded by the GMA Lease Pool with payments from the general fund. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to approve a Governmental Pole Attachment License Agreement with Georgia Power Company, and a Special Encroachment Permit Application to the Georgia Department of Transportation, so that the City may attach "Blue Mile" banners to Georgia Power poles along South Main Street from East Vine Street to Tillman Street.

Councilman Yawn made a motion, seconded by Councilman Riggs to approve a Governmental Pole Attachment License Agreement with Georgia Power Company, and a Special Encroachment Permit Application to the Georgia Department of Transportation, so that the City may attach "Blue Mile" banners to Georgia Power poles along South Main Street from East Vine Street to Tillman Street. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve Resolution 2016-42: A Resolution Amending the Rules and Regulations Governing Water and Sewer Utility Procedures.

Councilman Jones made a motion, seconded by Councilman Yawn to approve Resolution 2016-42: A Resolution Amending the Rules and Regulations Governing Water and Sewer Utility Procedures. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2016-43: A Resolution to appoint Carlos C. Brown, Jr. to the Statesboro Planning Commission for a four year term.

Councilman Jones made a motion, seconded by Councilman Yawn to approve Resolution 2016-43: A Resolution to appoint Carlos C. Brown, Jr. to the Statesboro Planning Commission for a four year term. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2016-44: A Resolution to appoint Mary Foreman to the Statesboro Planning Commission for a four year term.

Councilman Jones made a motion, seconded by Councilman Yawn to approve Resolution 2016-44: A Resolution to appoint Mary Foreman to the Statesboro Planning Commission for a four year term. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve the employment contract between the Mayor and City Council and I Cain Smith as the new City Attorney.

Councilman Jones made a motion, seconded by Councilman Yawn to approve the employment contract between the Mayor and City Council and I Cain Smith as the new City Attorney. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

Councilman John Riggs shared his experience on his trip to Italy.

City Managers Comments

- A) Discussion of proposed changes to Chapter 6 (Alcohol Ordinance
- B) Update on City of Statesboro Personnel Policy

Director of Planning and Zoning Frank Neal discussed changing the zoning requirements for distance regarding the application of an alcohol license.

Director of Human Resource Jeff Grant updated Council on the revised Personnel Policy. The new policy prepares to be implemented sometime in January.

Public Comments (General)

- A) John Hunter request to comment on animal control
- B) Yantii Johnson request to comment on transportation in the City

John Hunter, who lives at 103 Green Street, asked Council to help with neighbors cats. He stated he does not want the cats to come on his property.

Yantii Johnson asked Council to look into a transportation system for Statesboro for those people who are legally blind or need assistance to get to their destination.

Consideration of a Motion to enter into Executive Session to discuss “Potential Litigation” in accordance with O.C.G.A.§50-14-3 (2012)

At 10:55 am, Councilman Chance made a motion, seconded by Council Riggs to enter into Executive Session to discuss “Potential Litigation” in accordance with O.C.G.A.§50-14-3 (2012). Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

At 11:15 am, Councilman Chance made a motion, seconded by Councilman Riggs to exit Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor Moore called the regular meeting back to order with no action being taken in Executive Session.

Consideration of a Motion to Adjourn

Councilman Yawn made a motion, seconded by Councilman Riggs to adjourn the meeting. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

The meeting was adjourned at 11:15 am

RESOLUTION 2017-01: A RESOLUTION TO FIX AND PUBLISH QUALIFYING FEES FOR THE CITY OF STATESBORO NOVEMBER 7, 2017 GENERAL ELECTION

WHEREAS, a general election will be held in the City of Statesboro on November 7, 2017 for the purpose of electing a Mayor, a District 1 Council Member, and a District 4 Council Member, all to serve four year terms; and,

WHEREAS, O.C.G.A. 21-2-131 requires the governing body to fix and publish the qualifying fee by February 1st of the election year; and,

WHEREAS, O.C.G.A. 21-2-131 requires the qualifying fee to be set at 3% of the annual salary of the office;

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

Section 1. As required by O.C.G.A. 21-2-131, the qualifying fee for candidates for Mayor shall be \$560.00.

Section 2. As required by O.C.G.A. 21-2-131, the qualifying fee for candidates for City Council in District 1 and District 4 shall be \$227.00.

Section 3. The qualifying fees for the City of Statesboro November 7, 2017 General Election shall be published in the Statesboro Herald on Thursday, January 26, 2017 and Sunday, January 29, 2017.

Adopted this 3rd day of January 2017

CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

ALCOHOL APPLICATION CHECKLIST

Zip N Food #10

Business Name: _____

1. Zoning/Planning
2. Fire Inspection
3. Police Department - 11/17 Emailed Winkey App
4. Alvin Leaphart (City Attorney) - 11/17 Emailed App
5. Building Inspector Kitchen _____yes _____no
6. Background Check (Tax Office) - 11/17 Notified cust To pick up Registration
7. NA Food Service Permit (Health Department-Tax Office)
8. Food Sales Permit (Department of Ag-Tax Office)
9. Copy of Identification (Tax Office)
8. NA Applicant is an individual (Trade Name Affidavit)
9. Applicant is a partnership(Certificate of LLC)
10. NA Applicant is a corporation(Articles of Incorporation)
11. Copy of Lease
12. Plat from registered Surveyor
13. Floor Plan
14. Public Hearing Notice - Post sign 12/26/16

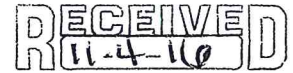
Teresa Skinner
Teresa Skinner, Tax Clerk

Approved By Mayor and Council on _____

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.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA



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 TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: Zip-N-food #10
D/B/A Name

2. APPLICANT'S NAME: Kishabapa 1 LLC.
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 1803 CHANDLER RD. STE# _____

4. BUSINESS MAIL ADDRESS: 1803 CHANDLER RD

CITY: STATESBORO STATE: GA ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 681-1449

CORPORATE OFFICE TELEPHONE NUMBER: (912) 541-0733

6. CONTACT NAME FOR BUSINESS: PALLAVI PATEL

TELEPHONE NUMBER FOR CONTACT PERSON: [REDACTED]

7. NAME OF MANAGER: Keyuriben Patel
(Person responsible for Alcohol Licensing issues)

TELEPHONE NUMBER FOR MANAGER: [REDACTED]

ADDRESS OF MANAGER: [REDACTED]
(Street, Road, RFD No., P. O. Box No.)

CITY: [REDACTED] COUNTY: [REDACTED] STATE: [REDACTED] ZIP: [REDACTED]

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER:

PREVIOUS OWNER'S NAME: Gopi Patel

BUSINESS NAME CHANGE: Yes PREVIOUS BUSINESS NAME: DVS Enterprises

ADDRESS CHANGE: No PREVIOUS ADDRESS: 1803 CHANDLER RD.

LICENSE CLASS CHANGE: BEER WINE LIQUOR _____ OTHER _____

9. INDICATE WHERE BUSINESS WILL BE LOCATED:

Above Ground Street or Ground Floor Level

SEC. 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 LICENSEE. 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 OR HIS DESIGNEE.

DOES ANY EMPLOYEE DESCRIBED IN THE ABOVE PARAGRAPH HAVE AN ALCOHOLIC BEVERAGE SECURITY PERMIT? YES NO (PERMIT SHALL BE OBTAINED FROM THE STATESBORO POLICE DEPARTMENT)

CALCULATION OF BASIC LICENSE FEE: FOR CALENDAR YEAR _____

<u>CLASSIFICATION</u>	<u>(Mark All That Apply)</u>	<u>LICENSE FEE</u>
Class B, Retail Beer Package	<input checked="" type="checkbox"/>	875.00
Class C, Retail Wine Package	<input checked="" type="checkbox"/>	875.00
Class D, Retail Liquor by the Drink	<input type="checkbox"/>	1,425.00
Class E, Retail Beer by the Drink	<input type="checkbox"/>	1,425.00
Class F, Retail Wine by the Drink	<input type="checkbox"/>	1,425.00
Class G, Wholesale Liquor	<input type="checkbox"/>	1,500.00
Class H, Wholesale Beer	<input type="checkbox"/>	1,500.00
Class I, Wholesale Wine	<input type="checkbox"/>	1,500.00
Class J, Licensed Alcoholic Beverage Caterer	<input type="checkbox"/>	200.00
Class K, Brewer, Manufacturer of Malt Beverages Only	<input type="checkbox"/>	1,750.00
Class L, Broker	<input type="checkbox"/>	1,750.00
Class M, Importer	<input type="checkbox"/>	1,750.00
Class O, Manufacture on Wine Only	<input type="checkbox"/>	1,750.00
Sunday Sales Permit	<input checked="" type="checkbox"/>	300.00
In Room Service Permit	<input type="checkbox"/>	150.00

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE: \$ _____

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ _____

Special Event Permit 50.00
Distance Waiver Application Fee 150.00
Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership LLC

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, L.L.C., or L.L.P.: 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 AND ADDRESS OF PARTNERSHIP, LLC, or LLP: Kishabapu J LLC
1803 CHANDLER RD STATESBORO GA 30458

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? yes

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: PALLAVI PATEL PHONE# [REDACTED]

HOME ADDRESS: [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

RACE: Asian SEX: Female BIRTHDATE: [REDACTED] SOCIAL SECURITY NUMBER: [REDACTED]

FULL LEGAL NAME: Keyuriben Patel PHONE# 912 541-3153

HOME ADDRESS: [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

RACE: Asian SEX: Female BIRTHDATE: 5-23-74 SOCIAL SECURITY NO: [REDACTED]

FULL LEGAL NAME: EKTA D PATEL PHONE# [REDACTED]

HOME ADDRESS: [REDACTED]

CITY: [REDACTED] STATE: [REDACTED] ZIP CODE: [REDACTED]

RACE: Asian SEX: Female BIRTHDATE: [REDACTED] SOCIAL SECURITY NO: [REDACTED]

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

1803 CHANDLER RD
STATES BORO GA 30458

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

Answer: YES NO If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

20. 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 or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES _____ NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

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

Answer: YES _____ NO If yes, give full details on separate sheet.

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

Answer: YES NO _____ N/A _____ If yes, explain on a separate sheet and submit copies of eligibility.

22. 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 or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES _____ NO If yes, give full details on separate sheet.

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

Answer: YES _____ NO If yes, give full details on separate sheet

24. Is there anyone connected with this business that has been convicted within fifteen 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?

Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.

25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) 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 thereof; (ii) of a crime involving moral turpitude; or (iii) 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?

Answer: YES _____ NO If yes, give full details on separate sheet, including dates, charges and disposition.

26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?

Answer: YES _____ NO If yes, give full details on separate sheet.

27. 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 ?

Answer: YES _____ NO If yes, give full details on separate sheet.

28. 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 United States for the reason the same was being used or intended for use in criminal activities.

Answer: YES _____ NO If yes, give full details on separate sheet.

29. Will live nude performances or adult entertainment be a part of this business' operations?

Answer: YES _____ NO If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, PALLAVI PATEL, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Pallavi Patel
Print Full Name As Signed Below

PALLAVI PATEL President
Signature of Applicant Title

10-20-16
Date



SWORN TO AND SUBSCRIBED BEFORE ME THIS

20 DAY OF October 2016

Rhett Jaye Ruark
NOTARY PUBLIC (SEAL)

My Commission Expires: 2-3-2020

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.

FINANCIAL AFFIDAVIT

This form must be completed by individuals with ownership and/or investment interest in the business whether direct or indirect. This form may be required of others at the discretion of the City Clerk. Each question must be fully answered. If additional space is required, attach and additional sheet of paper.

1. PATEL PALLAVI [REDACTED]
LAST NAME FIRST NAME MI SOCIAL SECURITY NO.
2. [REDACTED]
HOME ADDRESS (Actual Physical Location of Residence; Do not use P.O. Box)
- [REDACTED] [REDACTED] [REDACTED] [REDACTED]
CITY STATE ZIP + 4 DAY CONTACT NUMBER
3. Kishabapa 1 LLC. Zip-N-Food #10
LEGAL NAME OF BUSINESS OWNER TRADE NAME/DBA NAME
4. MY PERCENTAGE OF OWNERSHIP INTEREST IN THIS BUSINESS IS 34%.

SOURCE OF INVESTMENT FUNDING

(You may be requested to provide a detailed accounting for all monies invested and attach appropriate documentation from each source.)

5. THE TOTAL AMOUNT OF MONEY I HAVE INVESTED IN THIS BUSINESS IS VALUED \$ 145,000.00.
6. THE SOURCE OF THE TOTAL AMOUNT OF MONEY I HAVE INVESTED IN THIS BUSINESS IS AS FOLLOWS:
I HAVE RECEIVED A LOAN IN THE AMOUNT OF \$ 580000.00 FROM Sea Island Bank AND DO/DO NOT HAVE WRITTEN DOCUMENTATION OF THE TERMS OF SAID LOAN.

(If you have additional funds or property of any kind from additional sources please list those on a separate sheet of paper and attach to this affidavit.)
I HAVE INVESTED MY OWN PERSONAL FUNDS IN THE AMOUNT OF 97,000.00 WHICH I DO HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS.
I HAVE INVESTED MY OWN PERSONAL FUNDS AND PROPERTY IN THE AMOUNT OF N/A WHICH I DO NOT HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS.
I HAVE INVESTED FUNDS WHICH ARE NOT MY PERSONAL FUNDS IN THE AMOUNT OF NA WHICH I DO HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID FUNDS. THE SOURCE OF THESE FUNDS IS/ARE N/A.
I HAVE INVESTED FUNDS WHICH ARE NOT MY PERSONAL FUNDS IN THE AMOUNT OF N/A WHICH I DO NOT HAVE WRITTEN DOCUMENTATION AS TO THE SOURCE OF SAID PERSONAL FUNDS. THE SOURCE OF THESE FUNDS IS/ARE N/A.

Please attach additional pages if necessary to disclose all sources of money and other capital invested in this business.

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

PALLAVI PATEL
Print Full Name As Signed Below

Pallvi Patel President
Signature of Applicant Title

10-20-16
Date



SWORN TO AND SUBSCRIBED BEFORE ME THIS

20 DAY OF October 2016

Rhetta Ruark
NOTARY PUBLIC

My Commission Expires: 2-3-2020 (SEAL)

ALCOHOL APPLICATION CHECKLIST

Southern Billiard & Burgers
Expanding the existing building

Business Name: _____

1. Zoning/Planning
2. Fire Inspection
3. NA Police Department
4. NA Alvin Leaphart (City Attorney)
5. Building Inspector Kitchen yes no
6. Background Check (Tax Office)
7. Food Service Permit (Health Department-Tax Office)
8. NA Food Sales Permit (Department of Ag-Tax Office)
9. Copy of Identification (Tax Office)
8. NA Applicant is an individual (Trade Name Affidavit)
9. NA Applicant is a partnership(Certificate of LLC)
10. Applicant is a corporation(Articles of Incorporation)
11. Copy of Lease
12. Plat from registered Surveyor
13. Floor Plan
14. Public Hearing Notice - 12.23.16

Teresa Skinner
Teresa Skinner, Tax Clerk

Approved By Mayor and Council on _____

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.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

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 TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: Southern Billiards + Burgers
D/B/A Name

2. APPLICANT'S NAME: JAMES H. RUSHING JR
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 200 LAINER DRIVE STE# #2
u u

4. BUSINESS MAIL ADDRESS: _____

CITY: Statesboro STATE: GA. ZIP CODE: 30458

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 225-9887

CORPORATE OFFICE TELEPHONE NUMBER: _____

6. CONTACT NAME FOR BUSINESS: JAMES H. RUSHING JR

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER: _____
PREVIOUS OWNER'S NAME: _____
BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____
ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____
LICENSE CLASS CHANGE: BEER _____ WINE _____ LIQUOR _____ OTHER _____

Revised 2/26/2015

9. INDICATE WHERE BUSINESS WILL BE LOCATED:

Above Ground Street or Ground Floor Level

SEC. 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 LICENSEE. 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 OR HIS DESIGNEE.

DOES ANY EMPLOYEE DESCRIBED IN THE ABOVE PARAGRAPH HAVE AN ALCOHOLIC BEVERAGE SECURITY PERMIT? YES NO (PERMIT SHALL BE OBTAINED FROM THE STATESBORO POLICE DEPARTMENT)

CALCULATION OF BASIC LICENSE FEE: FOR CALENDAR YEAR _____

<u>CLASSIFICATION</u>	<u>(Mark All That Apply)</u>	<u>LICENSE FEE</u>
Class B, Retail Beer Package	_____	875.00
Class C, Retail Wine Package	_____	875.00
Class D, Retail Liquor by the Drink	_____	1,425.00
Class E, Retail Beer by the Drink	_____	1,425.00
Class F, Retail Wine by the Drink	_____	1,425.00
Class G, Wholesale Liquor	_____	1,500.00
Class H, Wholesale Beer	_____	1,500.00
Class I, Wholesale Wine	_____	1,500.00
Class J, Licensed Alcoholic Beverage Caterer	_____	200.00
Class K, Brewer, Manufacturer of Malt Beverages Only	_____	1,750.00
Class L, Broker	_____	1,750.00
Class M, Importer	_____	1,750.00
Class O, Manufacture on Wine Only	_____	1,750.00
Sunday Sales Permit	_____	300.00
In Room Service Permit	_____	150.00

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE: \$ _____

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ _____

Special Event Permit 50.00
Distance Waiver Application Fee 150.00
Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership L L C

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, L.L.C., or L.L.P.: 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 AND ADDRESS OF PARTNERSHIP, LLC, or LLP: _____

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

CORPORATION-STOCKHOLDERS: All corporate applicants who are corporations shall list the names and address 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.

14. 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: Southern Billiards & Burgers Inc.
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: 710 CYPRESS LAKE RD Roswell GA 30452

MAIL ADDRESS IF DIFFERENT: _____

DATE AND PLACE OF INCORPORATION: JAN 1 2010 @ Roswell GA, 30452

DO YOU HAVE A SHAREHOLDERS AGREEMENT? ~~NO~~ YES

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? _____

15. OFFICERS:

FULL LEGAL NAME: JAMES HARRISON RUSHING JR PHONE# [REDACTED]

% STOCK OWNED: 100 % OFFICE HELD: PRESIDENT owner

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: JAMES H. Rushing JR PHONE# 

% STOCK OWNED: 100 OFFICE HELD: OWNER

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

HAS EACH OFFICER AND SHAREHOLDER COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION?

(ATTACH ADDITIONAL PAGES IF NECESSARY)

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

DAVID DELOACH

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

Answer: YES NO If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

DAVID DELOACH

20. 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 or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

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

Answer: YES NO If yes, give full details on separate sheet.

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

Answer: YES NO N/A If yes, explain on a separate sheet and submit copies of eligibility.

22. 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 or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?
 Answer: YES _____ NO X If yes, give full details on separate sheet
24. Is there anyone connected with this business that has been convicted within fifteen 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?
 Answer: YES _____ NO X If yes, give full details on separate sheet, including dates, charges and disposition.
25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) 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 thereof; (ii) of a crime involving moral turpitude; or (iii) 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?
 Answer: YES _____ NO X If yes, give full details on separate sheet, including dates, charges and disposition.
26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?
 Answer: YES _____ NO X If yes, give full details on separate sheet.
27. 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 ?
 Answer: YES _____ NO X If yes, give full details on separate sheet.
28. 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 United States for the reason the same was being used or intended for use in criminal activities.
 Answer: YES _____ NO X If yes, give full details on separate sheet.
29. Will live nude performances or adult entertainment be a part of this business' operations?
 Answer: YES _____ NO X If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, JAMES H. Rushing JR, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

JAMES HARRISON Rushing JR
 Print Full Name As Signed Below

James H. Rushing Jr
 Signature of Applicant

owner
 Title

11-10-10 17-16
 Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS

17th DAY OF Nov

Nelson Oliver Holt
 NOTARY PUBLIC

My Commission Expires: May 12 2017



CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

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

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8692 9136
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Hazrat Rehman as
Owner of GR Comrade LLC
DBA Main Street Bar & Grill
230 South Main Street
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Hazrat Rehman for the operation of the restaurant known as GR Comrade LLC DBA Main Street Bar & Grill at 230 South Main Street, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

Georgia Municipal Association City of Excellence • Certified City of Ethics
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

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

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8692 9143
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Clyde Al Chapman III as
Owner of Gnats Landing of Statesboro
470 South Main Street
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Clyde Al Chapman III for the operation of the restaurant known as Gnats Landing of Statesboro at 470 South Main Street, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



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

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8692 9150
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Ramiro Melendez as
Owner of Boro Mexican Foods LLC
DBA El Jalapeno Mexican Restaurant
711 South Main Street
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Ramiro Melendez for the operation of the restaurant known as Boro Mexican Foods LLC DBA El Jalapeno Mexican Restaurant at 711 South Main Street, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

Georgia Municipal Association City of Excellence • Certified City of Ethics
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



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

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8692 9181
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Farid Gharachorloo as
Owner of GATA 2 LLC
DBA GATA's Sports Bar & Grill
67 Gata Drive
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Farid Gharachorloo for the operation of the restaurant known as GATA 2 LLC DBA GATA's Sports Bar & Grill at 67 Gata Drive, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
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50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8692 9174
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Greg Cyrier as
Owner of BRG Beverages LLC
DBA Chili's Bar & Grill
435 Commerce Drive
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Greg Cyrier for the operation of the restaurant known as BRG Beverages LLC DBA Chili's Bar & Grill at 435 Commerce Drive, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

CITY OF STATESBORO

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

MAYOR AND CITY OF COUNCIL OF STATESBORO NOTICE OF ADMINISTRATIVE HEARING

**VIA CERTIFIED MAIL NO: 7015 1730 000 8693 0002
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Roger Collier as
Owner of Ruby Tuesday
195 Northside Drive East
Statesboro Ga 30458

YOU ARE HEREBY PROVIDED NOTICE that an administrative hearing will be conducted by the Mayor and City Council at the regular scheduled council meeting in the Council Chambers on the Second Floor of City Hall located at 50 East Main Street, Statesboro, Georgia 30458 on the 3rd of January, 2017 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Roger Collier for the operation of the restaurant known as Ruby Tuesday at 195 Northside Drive East, Statesboro, Georgia should be suspended or revoked due to violations of Chapter 6 of the Code of Ordinances of the City of Statesboro that governs the sale of alcoholic beverages.

The date and nature of the allegations are as follows:

1. Whether on or about December 8, 2016 the licensee, his agents or employees furnished alcohol to persons under 21 years of age in violation of Section 6-86, and if so, how many violations of Section 6-86 occurred.

The Mayor and City Council shall generally conduct this hearing in accordance with the Requirements of due process as required by the United States Constitution and the Constitution of the State of Georgia. The Mayor and City Council shall entertain any and all evidence relevant to this matter without regard to evidentiary rules regarding hearsay. The licensee has the right to be represented by counsel at his expense, present evidence, and cross-examine the evidence presented against him. The standard for action by the City Council against the licensee shall be a preponderance of this evidence.

THIS 20th DAY OF DECEMBER, 2016 IN STATESBORO, GEORGIA.

Sue Starling, City Clerk

If you would like to discuss possible resolution of this matter prior to this hearing please email Detective Lieutenant James L. Winskey with the Statesboro Police Department at james.winskey@statesboroga.gov.

CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: December 21, 2016

RE: January 3, 2017 City Council Agenda Item

Policy Issue: *Statesboro Zoning Ordinance: Sign Variance Request*

Recommendation: Staff recommends approval of the requested variance with conditions.

Background: Monarch 301 Apartments LLC requests a variance from Article XV Section 1509(C) Table 3 of the Statesboro Zoning Ordinance regarding the maximum square footage and maximum height allowed for a monument sign to be installed at 816 South Main Street (Tax Parcel MS52 000026 000).

Budget Impact: None

Council Person and District: Jeff Yawn (District 3)

Attachments: Development Services Report V 16-11-03



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

**V 16-11-03
 VARIANCE REQUEST
 816 SOUTH MAIN STREET**

LOCATION: 816 South Main Street

REQUEST: Variance from Article XV Section 1509(C) Table 3 regarding the maximum square footage and maximum allowed height for a monument sign.

APPLICANT: Monarch 301 Apartments, LLC

OWNER(S): Monarch 301 Apartments, LLC

ACRES: 10.01 acres

PARCEL TAX MAP #: MS52 000026 000

COUNCIL DISTRICT: District 3 (Yawn)



PROPOSAL:

The applicant requests a variance from Article XV Section 1509(C) Table 3 of the *Statesboro Zoning Ordinance* regarding the maximum square footage and the maximum allowed height for a monument sign. The subject site is zoned R4 (High Density Residential District) and located in Sign District 1 (See **Exhibit A** – Location Map).

BACKGROUND:

The subject site was rezoned from CR (Commercial Retail) to R4 (High Density Residential District) on September 7, 2011 (case number RZ 11-07-02) for the purposes of redevelopment. The site is also subject to a variance to allow for 29 dwelling units per acre (case number V 11-07-03), a variance to allow for a maximum building height of 55 feet (case number V 11-07-04) and an administrative variance to allow for 9' wide parking spaces.

The applicant's proposal includes one (1) monument sign, which meets regulations, and one (1) monument sign, which exceeds the maximum square footage (40 sq. ft.) and the maximum height (6 feet) requirements for Sign District 1 (See **Exhibit B**—Site Photos).

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	HOC (Highway Oriented Commercial) and CR (Commercial Retail)	Various commercial uses.
SOUTH:	CR (Commercial Retail) and EXPT (Exempt)	Various commercial uses and GSU campus.
EAST:	Exempt	GSU campus.
WEST	HOC (Highway Oriented Commercial) and R4 (High Density Residential District)	Various commercial uses; high density apartment complexes

The ten acre subject site is adjacent to the campus of Georgia Southern University and in proximity to several other student-oriented apartment complexes (The Woodlands, The Forum, and The Varsity) and several retail, restaurants, and other commercial establishments. It is also within walking distance of the Downtown Statesboro Development Authority's downtown district.

COMPREHENSIVE PLAN:

Vision

Currently dominated by auto-oriented design and large surface parking lots, the Activity Centers/Regional Centers will evolve into pedestrian-oriented shopping, office, and entertainment places that may also accommodate high-density residential development. Where excess parking is located, infill development can break up large surface lots. Tree plantings and landscaping will be generous to soften the development intensity in these areas. Access to these activity centers will be easily achieved for pedestrians, cyclists, and drivers alike (See **Exhibit C**—Future Development Map).

Some appropriate land uses for the “Activity Centers/Regional Centers” character area include the following:

- Small, mid-size, and regional retail and commercial, including big box stores.
- Redeveloped shopping center should be encouraged to include diverse uses and pedestrian-scaled elements.
- Diverse mix of higher density housing types, such as multifamily, town houses, apartments, lofts, and condos.
- Entertainment
- Services
- Employment Centers
- Office
- Medical
- Multi-Family

Statesboro Comprehensive Master Plan, Community Agenda page 25.

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

“Statesboro residents have expressed dissatisfaction with a variety of features in the community which clutter streetscapes and obstruct natural landscape features -particularly on major corridors entering and exiting the community. While City leadership has acknowledged the need to comprehensively update land development regulations to holistically address aesthetic concerns, there exist a number of individual topics which can be addressed by ordinance amendments in the short-term. Signs (attached and detached) should be managed by incorporating uniform design features, and by restricting billboards and other off-premise signage which distract from traffic control signage and compete with local and other on-site businesses.”

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

I. **Variance from Article XV Section 1509(C) Table 3: Sign District 1 Dimensional Standards to permit an increase in the maximum height and maximum square footage for one (1) monument sign.**

The applicant is requesting a variance from Article XV Section 1509(C) Table 3 regarding the maximum height for one (1) monument sign (See **Exhibit D**—Proposed Signage Plans). The subject site is located in the R4 (High Density Residential District) zoning district and is regulated by the dimensional standards of Sign District 1 (See **Exhibit E**—Section 1509(C) Table 3).

The ordinance restricts the height of monument signs to six feet. The applicant’s intention is to increase the maximum height of one (1) monument sign on South Main Street from the permissible 6’ to 11’ 6”, a 5’ 6” increase. In addition, the applicant would like to increase the maximum sign area, for the same sign, from the permissible 40 square feet to 57’ 4”, a 17’ 4” increase.

This portion of South Main Street contains five (5) lanes—one (1) two-way left turn center lane and two (2) lanes in each direction—with a speed limit of 35 miles per hour. Staff conducted a site visit on November 28, 2016 and determined the speed at which traffic moves and other signage along the corridor might have a negative impact on the sign’s visibility.

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that “Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article.” However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which 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” and **Section 1801 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;**
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

Staff recommends approval of the variance requested by application V 16-11-03.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting on December 6, 2016, the Planning Commission voted 5 to 0 to approve the request with the following condition:

1. The applicant must submit a surveyed site plan that depicts the minimum required setbacks (5') for a monument sign in Sign District 1 (See **Exhibit F—Site Survey**).

Additional Staff Recommendation:

2. Staff recommends approval of the request on the condition the sign does not create any site distance issues.

EXHIBIT A: LOCATION MAP



City of Statesboro Department of
Planning and Development

Note: The Boundries Depicted
on this map are approximate and
should be used for reference only



EXHIBIT B: SITE PHOTOS



Picture 1 Approximate Proposed Location of Monument Sign (in background near yield sign) in Background Facing Northeast on South Main Street



Picture 2 South Main Street Facing Northwest Depicting Potential for Traffic Approaching Proposed Sign

EXHIBIT B: SITE PHOTOS



Picture 3 Intersection Depicting Proposed Location of Sign Facing Northeast on South Main Street



Picture 4 Intersection Depicting Proposed Location of Sign on Facing Northwest on South Main Street

EXHIBIT C: FUTURE DEVELOPMENT MAP

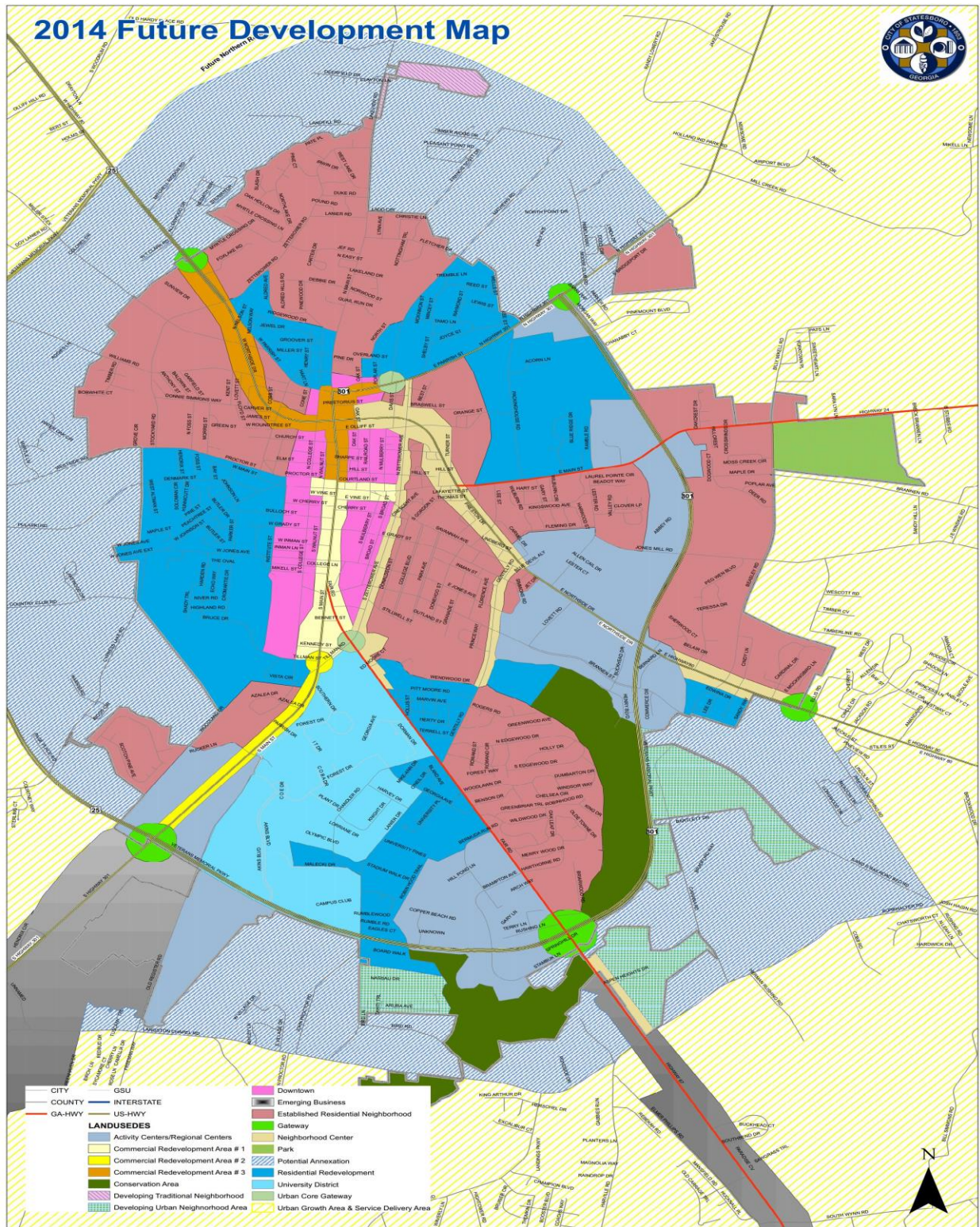


EXHIBIT D: PROPOSED SIGNAGE PLANS



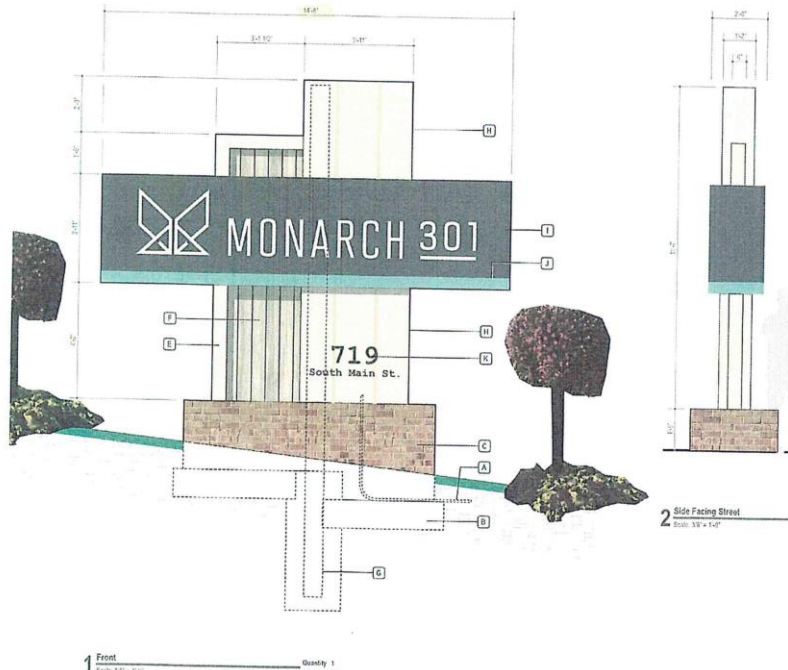
WHITFIELD SIGNS
41 Bernal Lane
Tomball, TX 77375
Office 932.681.8338

Google: With a few clicks, you can find the location of a property, see a street view, and get directions. You can also find out if a property is in a flood zone, and if it is, you can see the flood zone map.

Site: _____
Date: _____
Project Name: _____
Manager: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Fax: _____
E-mail: _____
Web: _____
Site: _____
Area: _____
Project: _____
Status: _____
Priority: _____
Handout: _____
Package: _____
Draw: _____
Notes: _____

Property Map **2**

EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)



- Colors & Finishes**
- C1** PPG 42 - Semi-Gloss
 - C2** PPG 342 - Semi-Gloss
 - C3** Tempe - Semi-Gloss
 - GPV** Digitally Printed Vinyl
 - M1** Masonry to Match Existing Building
 - C4** Light Taupe (RFP)
 - C5** Taupe (Decor)
- Code Information**
- Maximum Sign Area Allowed: 100 sq ft
 Maximum Height: 10 ft
 Maximum Spacing: 10 ft
 Maximum Spacing: 10 ft
 Maximum Spacing: 10 ft
- Electrical Specifications & Notes**
- FIELD ELECTRICAL WORK BY OTHERS
 Electrical Requirements: 120 Volt Single Phase
 Circuit Breaker: 15 Amps @ 120V
 Maximum Spacing: 10 ft
 Maximum Spacing: 10 ft
- 116 MPH Wind Load / 35 PSF**
- Construction Specifications**
- A** Electrical Protection: Delimited Branch Circuit(s) to be provided and maintained with Class, GFC and AEGC may be required.
 - B** Masonry Foundation
 - C** Brick near CMU Core
 - D** Pier Foundation - Engineering to be determined
 - E** 6" Aluminum Tube
 - F** Wood Pattern Digitally Printed or Applied to form ACMU over 1" Aluminum. (When used Real Wood Option to be selected by client)
 - G** Steel Support Column - Engineering to be determined
 - H** Pole Core - Aluminum Fabricated Construction with ERS Inlays with vertical perforated openings.
 - I** Logo Color - Aluminum Fabricated Construction. Round Aluminum Face & 3/4" Thick clear acrylic with graphics with first surface hardcoat vinyl.
 - J** Altered Face Inlay
 - K** 300' Flat Outrylic with patent face, Inlay studs for each round.
- Notes / Exceptions / Exclusions**
- Field Survey Required - All measurements & site conditions to be field verified prior to production. Patterns may be required for production.

WHITFIELD SIGNS
 41 Belmont Lane
 Shalston, GA 30455
 Office 912.661.6335

Client: _____
 Date: _____
 Project: _____
 Location: _____
 Sign Type: _____
 Sign Size: _____
 Sign Color: _____
 Sign Material: _____
 Sign Finish: _____
 Sign Mounting: _____
 Sign Illumination: _____
 Sign Maintenance: _____
 Sign Removal: _____

Drawn By: _____
 Checked By: _____
 Date: _____

Site 1 / Large Freestanding Monument / Detail

EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)



1 Existing
Scale: NTS



2 Proposed
Scale: NTS

Site 1 / Large Freestanding Monument / Photo Context

WHITFIELD SIGNS
41 Bernard Lane
Statesboro, GA 30459
Office 912.681.6235

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Client: _____
Site: _____
Project Name/Address: _____
Project No.: _____
Project Dates: _____
Project Start: _____
Project End: _____
Site: _____
Date: 7/24/2016

Project: 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120

Design/Draw: _____
 AS EXCEPTED NOTED
 EXCEPTED NOTED
 UNRECORDED
 UNRECORDED

Approved/Notes: _____
 Approved: _____ Date: _____
 Prepared/By: _____
 (Package) (Set)

Drawn/By: _____
 Print out
 Plot/Plot

3

EXHIBIT E: SECTION 1509(C) TABLE 3

Table 3. Sign District 1 Dimensional Standards

TABLE INSET:

SIGN DISTRICT 1 (As defined in subsection 1509[A.1])	RESIDENCE ON AN INDIVIDUAL LOT*	RESIDENTIAL DEVELOPMENT OR SUBDIVISION**	NONRESIDENTIAL USE
AGGREGATE SIGN AREA***:			
1. Maximum Number of Total Square Feet (SF)*	12 square feet	Varies (All signs within a residential development or subdivision must be constructed of brick, stone, masonry, wood, or equal architectural material)	80 square feet including freestanding and building signs.
FREESTANDING SIGNS****:			
2. Freestanding Sign Maximum Square Feet	4 ½ square feet	40 square feet (Per development entrance sign) 18 square feet (Per sign identifying a development common area or facility)	40 square feet
3. Maximum Height	3 feet	6 feet	8 feet
4. Setback Requirements	5 feet	5 feet*****	5 feet
5. Number of Signs Allowed	One	Two (2) sign structures per entrance to the development or subdivision.*****	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs
BUILDING SIGNS:			
1. Maximum Number of Total Square Feet	N/A	18 square feet	40 square feet
2. Maximum Height	N/A (Window signs only)	Building Elevation	Building Elevation
3. Number of Building Signs Allowed	N/A	One per building serving as the principal structure in a common area or facility. \$\$\$	One per building elevation with street frontage. \$\$\$
<p><i>*Per the purposes of this article, "residences on an individual lot" refers to any individual lot principally serving as a single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex.</i></p> <p><i>**Per the purposes of this article signage related to a "residential development or subdivision" includes all common entry signage into the development, and all signage related to common areas and facilities.</i></p> <p><i>***As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</i></p> <p><i>****Limited to monument and standard informational signs where permitted by Table 2. Billboards and stanchion signs prohibited as provided in Table 2 herein.</i></p> <p><i>*****Unless incorporated into the street right-of-way as part of landscaped entryway feature – in which case only one (1) sign structure may be located at the entrance, and such sign placement, and maintenance agreements, shall have been approved as part of the major subdivision approval process established in Appendix B of the Statesboro Code of Ordinances (Statesboro Subdivision Regulations).</i></p> <p><i>\$\$\$ Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p> <p><i>(NOTE: Illumination of building or freestanding signs is prohibited on any individual lot principally serving as single-family residential dwelling [attached, detached, townhouse, etc.] or a duplex. Land uses within Sign District 1 which may otherwise utilize illumination, shall not incorporate internal illumination.)</i></p>			

EXHIBIT F: SITE SURVEY

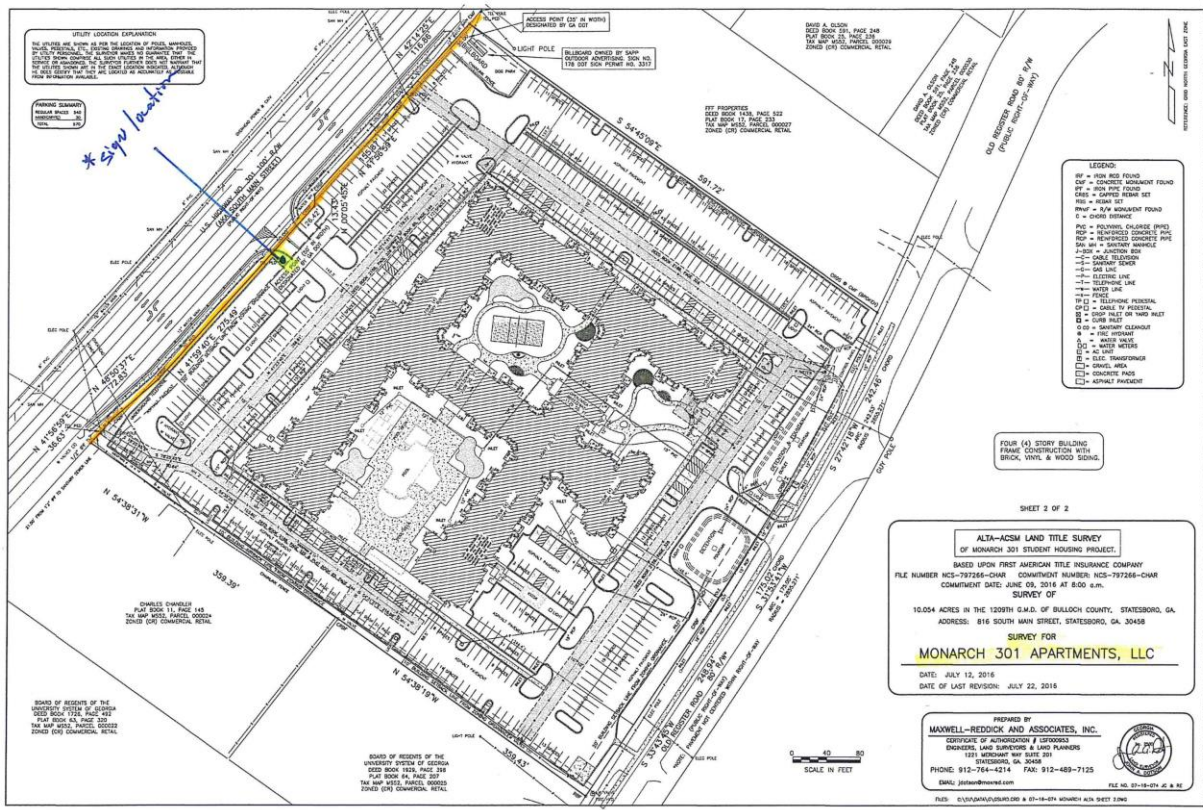
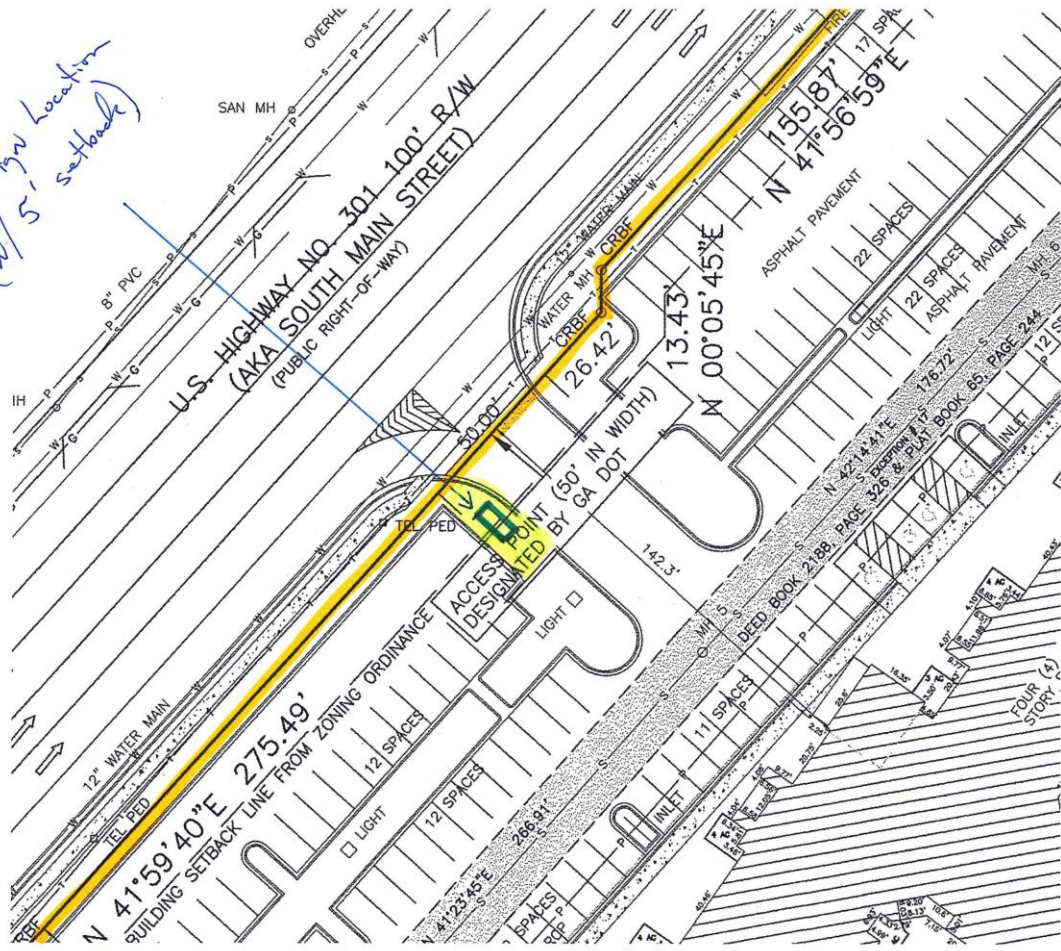


EXHIBIT F: SITE PLAN (CONT)

* Sign Location
(w/ 5' setback)



816 S. Main - Monarch 301

CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: December 21, 2016

RE: January 3, 2017 City Council Agenda Item

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

Recommendation: Staff recommends approval of the requested zoning map amendment with conditions.

Background: Home Land Auto Group requests a zoning map amendment for 1.5 acres of property located at 2538 Northside Drive West from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail used automobile dealership (Tax Parcel # S17 000008 000).

Budget Impact: None

Council Person and District: Sam Lee Jones (District 2)

Attachments: Development Services Report RZ 16-12-01



City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

RZ 16-12-01
ZONING MAP AMENDMENT REQUEST
2538 Northside Drive West

LOCATION: 2538 Northside Drive West

REQUEST: Rezone from CR (Commercial Retail) to HOC (Highway Oriented Commercial) to permit use of the parcel as a used car dealership.

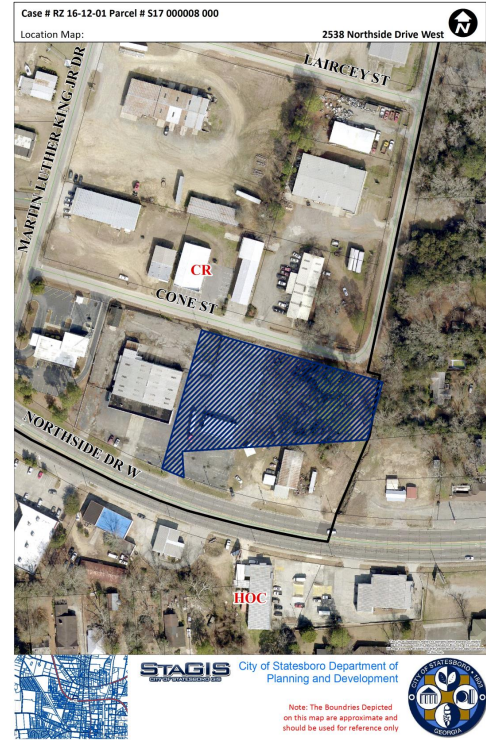
APPLICANT: Home Land Auto Group

OWNER(S): F. Barry Hodges, III & James W. Pilcher, Jr.

ACRES: 1.5 acres

PARCEL TAX MAP #: S17 000008 000

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The applicant is requesting a zoning map amendment for one (1) 1.5 acre parcel from CR (Commercial Retail) to HOC (Highway Oriented Commercial) to permit a used automobile dealership (See **Exhibit A** – Location Map).

BACKGROUND:

The subject parcel is located at 2538 Northside Drive West (tax parcel S17 000008 000). The parcel currently contains one (1) vacant building.

SURROUNDING ZONING/LAND USES:

	ZONING:	LAND USE:
NORTH:	CR (Commercial Retail)	Miscellaneous sales and service and repair shops
SOUTH:	HOC (Highway Oriented Commercial)	Retail facilities and personal services facilities
EAST:	HOC (Highway Oriented Commercial)	Service and repair shops, used car and truck sales and food service facilities
WEST	CR (Commercial Retail)	Retail facilities

Properties to the north and east are predominantly miscellaneous sales and auto service and repair shops, while properties to the south and west include retail and personal service facilities. The subject site is surrounded by a range of uses including the Walgreen's Pharmacy, Boyd's Pit Bar-B-Q, AutoZone and Jarrard Pre-owned Vehicles and is adjacent to the new Family Dollar (See **EXHIBIT B**—Photos of Subject Site and Surrounding Area).

COMPREHENSIVE PLAN:

The subject site lies within the “Commercial Redevelopment” character area, although it is on the border of the “Downtown” and “Established Residential Neighborhood” character areas, as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT C**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan*.

Vision:

The Commercial Redevelopment areas are currently in decline with vacant or underutilized properties. These areas are characterized by a high degree of access by vehicular traffic; onsite parking; and a low degree of open space. It is the desire of the community to identify and target these areas for redevelopment and investment, thus returning these areas to their intended state of a thriving commercial and/or mixed use district.

Suggested Development & Implementation Strategies

- Redevelopment of older commercial centers in lieu of new construction further down the corridor.
- Infill development on vacant sites closer in to the center of community. These sites, with existing infrastructure in place, are used for new development, matching character of surrounding
- Driveway consolidation and inter-parcel connections between parking lots.

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 27.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request. The subject site contains a narrow portion that meets Northside Drive West, which is insufficient for the development of a driveway that services this parcel. Consequently, the applicant will work with Family Dollar to gain cross access to a newly constructed driveway (See **Exhibit D**—Family Dollar Site Plan).

ENVIRONMENTAL:

The subject property does not contain wetlands and are not located in a special flood hazard area. Any environmental issues will be addressed during the permitting phase.

ANALYSIS:

Whether a zoning map amendment requested by applications RZ 16-12-01 should be granted to allow the site to develop as a commercial automobile dealership.

“Automobile and allied sales and services: service stations and repair shops, used car and truck sales, automotive parts and accessories, new car and truck sales, boat and marine sales, trailer and mobile home sales, heavy equipment and/or farm implement sales, and shops” are listed permissible uses allowable by right only within the HOC (Highway Oriented Commercial) zoning district. The subject site requesting the use of automobile sales is zoned CR (Commercial Retail). Automobile and allied sales and services is not a permissible use by right for the subject site under its current zoning designation.

Current Zoning Compared to Requested Zoning

Commercial Retail Districts allow for general retail, wholesale, office, and personal service establishments and health care uses. This district allows for more intense and less dense development, but allows for uses that are not as automobile dependent as the Highway Oriented Commercial district, in which the principal use of land is for establishments offering accommodations and supplies or services to motorists and the traveling public and require more land area.

The CR (Commercial Retail) zoning district for the City of Statesboro is generally considered to be appropriate for commercial development that is more compact in density, but likely higher in intensity of use, than those uses permitted within the HOC (Highway Oriented Commercial) district. The HOC (Highway Oriented Commercial) district, therefore, requires deeper setbacks and larger minimum lot sizes than the CR district. Furthermore, the purpose statement for the HOC (Highway Oriented Commercial) district specifically states that HOC (Highway Oriented Commercial) zones should be located along major thoroughfares and should be maintained for those uses “not encouraged in commercial retail areas.” Therefore, it is the recommendation of staff that adjusting the zoning of the subject site to HOC (Highway Oriented Commercial) in order to permit the desired use would be appropriate for this parcel given its location and the surrounding character and context.

The request to rezone the 1.5 acre parcel from CR (Commercial Retail) district to HOC (Highway Oriented Commercial) district should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the Statesboro Zoning Ordinance; the vision and community policies articulated within the city's two (2) primary land use policies: The Statesboro Comprehensive Plan and the 2035 Bulloch County/City of Statesboro Long Range Transportation Plan; and the potential for the property to develop in conformance with the requirements of the proposed HOC (Highway Oriented Commercial) zoning district as set forth in the Statesboro Zoning Ordinance.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider "in making its determination" regarding a zoning map amendment and "balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property." Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council's consideration of the application:

(1) Existing uses and zoning or (of) property nearby;

- Adjacent and nearby zones are mixed use and include Commercial Retail and Highway Oriented Commercial. Despite the surrounding zoning districts and that a rezone to Highway Oriented Commercial would create a spot-zoned parcel; many of the nearby uses are designed to provide services to the traveling public.
- Staff suggests that a zoning map amendment would be appropriate in this case if Council were to make a finding that the area around the subject site is changing or has transitioned since the property was zoned Commercial Retail (most likely in 1977) and that the requested rezone would be appropriate for present conditions and the projected future needs of the City. In addition, the surrounding area includes HOC (Highway Oriented Commercial) zoned parcels.

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

(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.

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

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

- The HOC zoning district requires 20,000 square feet in lot size per structure. This lot exceeds the requirement at 65,340 square feet and can be developed in accordance with the requirements of the HOC zoning district.

(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.

(7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;

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

STAFF RECOMMENDATION:

Staff recommends approval of the requested zoning map amendment as it is a reasonable finding of fact that the conditions surrounding the subject site have changed since the (CR) Commercial Retail zoning in 1977. Furthermore, the property can be developed in conformance with the requested HOC zoning district and the proposal is consistent with the *Statesboro Comprehensive Plan*. Staff recommends the following condition:

1. A new site and building plan must be submitted to meet all ordinance requirements, including tree ordinance and building ordinance prior to a certificate of occupancy being issued for the location.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting on December 6, 2016, the Planning Commission voted 5 to 0 to approve the request with the following condition:

1. A new site and building plan must be submitted to meet all ordinance requirements, including tree ordinance and building ordinance prior to a certificate of occupancy being issued for the location.

EXHIBIT A: LOCATION MAP



City of Statesboro Department of Planning and Development



Note: The Boundaries Depicted on this map are approximate and should be used for reference only

EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA



Picture 1 Subject Site Facing West Depicting the New Family Dollar



Picture 2 Subject Site Facing East Depicting the Vacant Structure on the Lot

EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)



Picture 3 Photo from Family Dollar Parcel Depicting Subject Site and Shared Driveway Facing East



Picture 4 Family Dollar Parcel Facing West on Northside Drive East Depicting Four-Lane Highway and AutoZone

EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING AREA (CONT)



Picture 5 Family Dollar Parcel Depicting Recently Constructed Driveway and Family Dollar Property Line with Cross Access in Far Right Corner



Picture 6 Subject Site Showing Rear End of Parking Lot

EXHIBIT C: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP

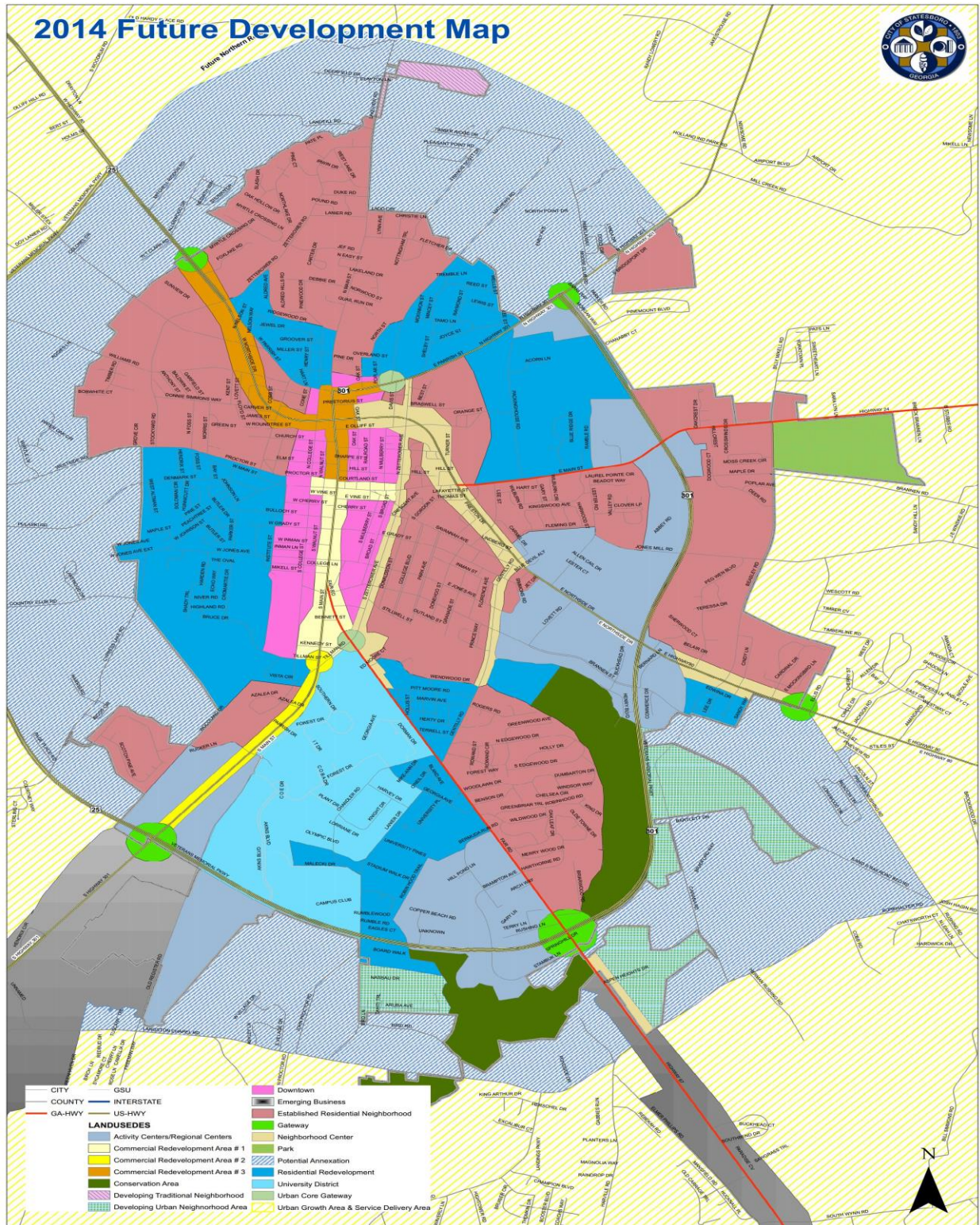
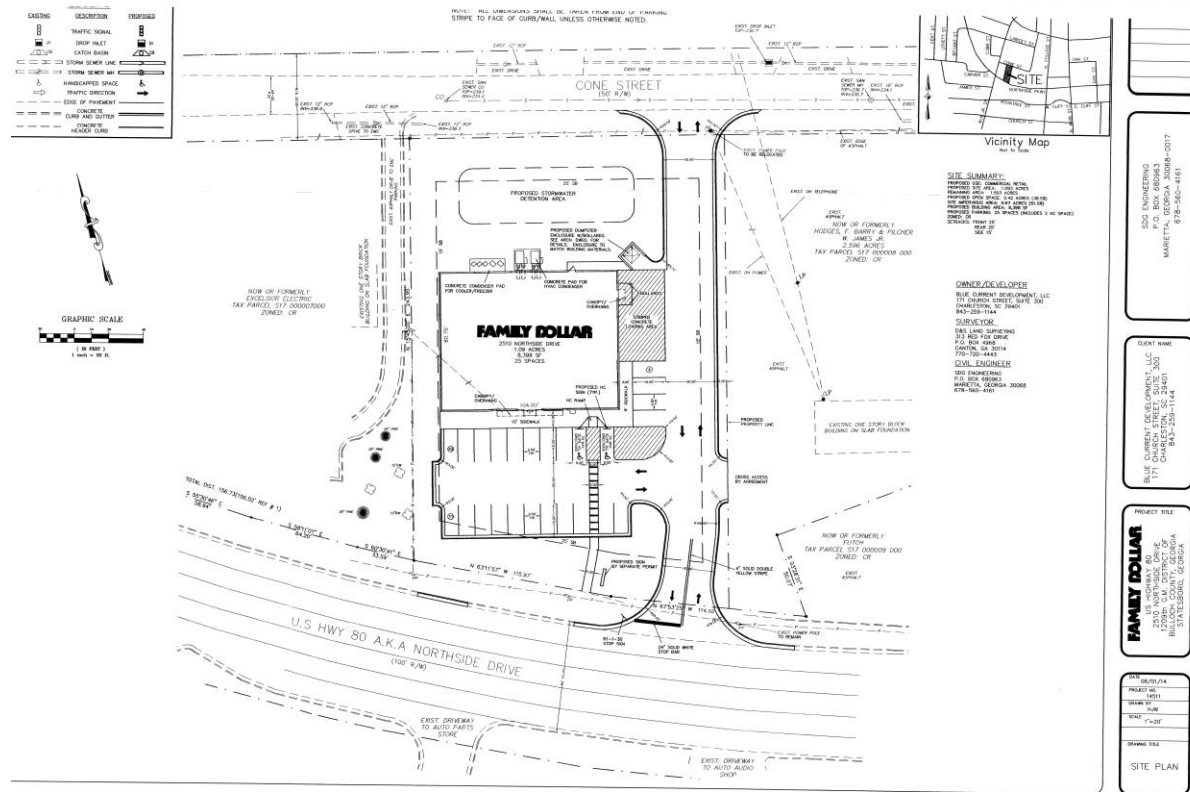


EXHIBIT C: FAMILY DOLLAR SITE PLAN



CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: December 21, 2016

RE: January 3, 2017 City Council Agenda Item

Policy Issue: *Statesboro Zoning Ordinance: Special Exception Request*

Recommendation: Staff recommends approval of the requested special exception with conditions.

Background: Vaden of Statesboro, Inc. requests a special exception to utilize the property at 600 Brannen Street as a parking lot for automobile sales inventory within the CR (Commercial Retail) zoning district (Tax Parcel S53 000059 000).

Budget Impact: None

Council Person and District: Travis Chance (District 5)

Attachments: Development Services Report SE 16-10-07



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

SE 16-10-07
SPECIAL EXCEPTION REQUEST
600 Brannen Street

LOCATION: 600 Brannen Street

REQUEST: Special Exception to use the subject site as a parking lot for automobile sales inventory within the CR (Commercial Retail) zoning district.

APPLICANT: Vaden Nissan

OWNER(S): James M. Hull, etal

LAND AREA: 8.48 acres

PARCEL TAX S53 000059 000

MAP #s:

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant requests a special exception to allow for the utilization of the property located at 600 Brannen Street (Gentilly Square) as a parking lot for automobile sales inventory (tax parcel S53 000059 000). “Automotive and allied sales and services” is a permissible use by right only within the HOC (Highway Oriented Commercial) zoning district and the site is zoned CR (Commercial Retail) (See **Exhibit A** – Location Map). The applicant’s desired utilization of the property is not permitted without either the rezoning of the property to HOC (Highway Oriented Commercial) or the grant of a special exception permitting the requested use.

BACKGROUND:

In 2011, the applicant requested a special exception for auto sales in a CR (Commercial Retail) district at 686 Brannen Street, which City Council approved, with conditions, on October 4, 2011. Condition number three (3) of the judgment letter dated October 10, 2013 for case SE 11-08-04 states the applicant will construct and dedicate a street, with a 60’ right of way, to the City of Statesboro (See **Exhibit B**—SE 11-08-04 Judgment Letter and **Exhibit C**—Warranty Deed). At this time, the applicant’s inventory clearly exceeds the applicant’s space, causing the parking of vehicles on unpaved surfaces at the Vaden Nissan dealership and on Vaden Way, the street deeded to the City of Statesboro, during the day (See **Exhibit D**—Vehicles Parked on Vaden Way and Unpaved Surfaces).

The applicant’s inventory has outgrown the dealership and the applicant executed a lease May 2, 2016 with El Sombrero LLC to park overflow vehicles on an unpaved lot at 0 Brannen Street (tax parcel MS84000100 005); however, the applicant began parking vehicles at the location as early as March 2016, without notifying the City (See **Exhibit E**—El Sombrero Lease Agreement and See **Exhibit F**—Photos of Inventory Parked at 0 Brannen Street). In April 2016, the applicant submitted a special exception application for 0 Brannen Street. The applicant did not intend to improve the subject site’s surface to meet the minimum requirements of the *Statesboro Zoning Ordinance*. Consequently, staff did not feel it appropriate to approve a special exception for an unpaved lot in violation of Article XVI Section 1601(f)(1) of the *Statesboro Zoning Ordinance*, and advised the applicant that staff could not recommend approval of the request, but that a compromise through the issuance of a Notice of Violation allowing parking for 90 days was an option (See **Exhibit G**—Email Detailing a Compromise). The applicant decided, after speaking with staff, that the withdrawal of the application and the issuance of a Notice of Violation were acceptable.

Notice of Violation #0618 was issued May 26, 2016 with an expiration date of August 31, 2016 (See **Exhibit H**—Notice of Violation #0618). On July 25, 2016, the applicant requested an additional thirty (30) days for Notice of Violation #0618 through September 30, 2016, which staff granted. On September 27, 2016, staff met with the applicant to discuss options, at which time, the applicant requested an additional extension through October 28, 2016.

The applicant executed a lease agreement with James M. Hull & Bert Storey for the property located at 600 Brannen Street (Gentilly Square) on October 24, 2016 for a total of 200 parking spaces (See **Exhibit I**—Gentilly Square Temporary License Agreement, **Exhibit J**—Gentilly Square Allowed Parking Area Site Plan and **Exhibit K**—Photos of Gentilly Square Parking Lot).

The applicant submitted an application for land disturbing activity for the expansion of the parking lot located at 686 Brannen Street on April 26, 2016 and received approval from the Georgia Soil and Water Conservation Commission on May 5, 2016. The Environmental Protection Division (EPD) approved the applicant’s request for a variance regarding encroachment into state waters on or about October 25, 2016 and expects the parking lot expansion to begin in November 2016, which will contain the overflow inventory, based on an email dated August 31, 2016. After a review of the site plan submitted for the expansion, staff determined the new parking lot can accommodate roughly 100 vehicles.

As of November 30, 2016, the applicant’s land disturbance permit (contingent on GSWCC approval) had not been issued because the applicant had not requested an initial erosion control inspection and, consequently, the subsequent building permit for the parking lot expansion also had not been issued.

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	CR (Commercial Retail)	Personal services facilities
SOUTH:	CR (Commercial Retail)	Undeveloped
EAST:	CR (Commercial Retail)	Undeveloped
WEST	O (Office and Business Office District)	Personal services facilities

The subject property is located on Brannen Street, adjacent to a large undeveloped parcel on the south and east. Surrounding uses to the north and west include retail establishments, business offices, food service facilities and personal service facilities.

COMPREHENSIVE PLAN:

The subject site lies within the “Commercial Redevelopment Area #1” character area as identified by the City of Statesboro 2014 Future Development Map (See **Exhibit K**—2014 Future Development Map) within the City of Statesboro Updated 2014 Comprehensive Plan.

Vision:

The Commercial Redevelopment areas are currently in decline with vacant or underutilized properties. These areas are characterized by a high degree of access by vehicular traffic; onsite parking; and a low degree of open space. It is the desire of the community to identify and target these areas for redevelopment and investment, thus returning these areas to their intended state of a thriving commercial and/or mixed use district.

Appropriate Land Uses:

- Major employers
- Commercial, including big box
- Medium/High density residential
- Single-Family residential along arterials

Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 26.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city services including water, sewer, sanitation, and public safety. No significant impact is expected on city services as a result of this request.

ENVIRONMENTAL:

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

ANALYSIS:

The applicant is requesting a special exception to permit the property to be utilized as a parking lot for automobile sales inventory within the CR (Commercial Retail) district. Special exceptions allow for land uses that are not permitted by right within a zoning district, but which are defined as an acceptable use type, are of the same general character of permissible uses in the district, can meet the specific requirements contained in the ordinance and are listed as a special exception in the ordinance. A special exception is not a deviation from the zoning ordinance, but a use envisioned by the ordinance and if expressed standards in the ordinance are met (such as development requirements), the use is one permitted by the ordinance.

I. Consideration of the Definition of the Applicant's Proposed Use and its General Character

The applicant is requesting the use of the subject site as a parking lot for automobile sales inventory for a parcel zoned CR (Commercial Retail). A parking lot is a defined acceptable use and adheres to the general character of permissible uses within the CR (Commercial Retail) district; however, the applicant's primary business, which the proposed use will serve, is automobile and allied sales and services as defined by Article XI § 1101(c) of the *Statesboro Zoning Ordinance*—a use prohibited in the CR (Commercial Retail) district.

The proposed use will serve as a "satellite" parking lot for automobile sales inventory. As such, the proposed use will create additional traffic on the parcel when the applicant shuttles customers and/or vehicles to and from the site for the purposes of automobile sales. Consideration should be given to the parking lot's construction, which includes three (3) curb cuts on Gentilly Road and four (4) curb cuts on Brannen Street. The lot includes two (2) major thoroughfares that move traffic onto and off of Gentilly Road and Brannen Street.

II. Consideration of the Proposed Use's Ability to Adhere to the CR District's Requirements

Staff is of the opinion the proposed use will adhere to the district's requirements.

III. Consideration of the Proposed Use's Inclusion in the CR District as a Special Exception

Article VIII. CBD Central Business District, as referenced by Article X. CR Commercial Retail District, of the *Statesboro Zoning Ordinance* states the following uses are allowed "when authorized as a special exception: any use of the same general character as any of the uses herein before specifically permitted without requirements of a special exception, and laundry or dry cleaning establishments."

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

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

- A. Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.**
- B. Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.**
- C. Off street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.**
- D. Public facilities and utilities are capable of adequately serving the proposed use.**
- E. The proposed use will not have significant adverse effect on the level of property values or the general character of the area.**
- F. Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.**
- G. Approval of a proposed use by the mayor and council does not constitute and [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the planning commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.**

- This request, if approved, is personal to the applicant. Any future changes to this proposal must be approved by City Council.

Additionally, § 2406 of the *Statesboro Zoning Ordinance* also requires consideration of the following factors given for standards for determination in a zoning change in “balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property” given in § 2007 of the *Statesboro Zoning Ordinance*”:

- A. Existing uses and zoning or [of] property nearby.**
 - Surrounding properties are zoned CR (Commercial Retail) and O (Office and Business Office District) and uses range from personal services facilities and undeveloped parcels.
- B. The extent to which property values are diminished by the particular zoning restrictions.**
- C. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- D. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
- E. The suitability of the subject property for the zoned purposes.**
 - This property can develop in conformity with the zoning regulations set forth by the *Statesboro Zoning Ordinance* and other development regulations of the City of Statesboro.
- F. 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.**
- G. The extent the proposed change would impact population density in the area, community facilities, living conditions in the area, traffic patterns and congestion, environmental aspects, existing and future land use patterns, and property values in adjacent areas.**

The applicant is proposing the use of the subject site as an “inventory-only” lot, which may be considered of the same general character of “parking lot, not to include automobile junkyards,” which is a use permitted by right within the CR (Commercial Retail) district; however, since the CR (Commercial Retail) district prohibits automotive and allied sales and services by right, consideration should be given to the use of a parking lot in support of automobile sales.

Review of this application and subject site in light of the criteria established in 2406 and 2007 finds that the property could be developed in accordance with the CR (Commercial Retail) development regulations. The requested use is not anticipated to have a negative impact on the environment, existing or future land use patterns, population densities, living conditions, or property values in the area.

Section 1802 of the *Zoning Ordinance of the City of Statesboro, Georgia* outlines the qualifications needed to grant a special exception to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that proposed uses along this corridor remain 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.

STAFF RECOMMENDATION:

Staff recommends approval of the special exception requested by application SE 16-04-01 with the following conditions:

1. The special exception for the use of the subject site will expire twelve (12) months from the date of approval, if granted.
2. The special exception for the use of the subject site is specific to the applicant and therefore cannot be transferred to another individual or entity.
3. The applicant is limited to parking two hundred (200) vehicles at the location.
4. The applicant is required to park the vehicles in an orderly manner, within the white striping, which designates parking spaces and keep the vehicles off slash marks, which indicate no-parking areas.
5. The subject site is to be used for new car inventory only.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting on December 6, 2016, the Planning Commission voted 5 to 0 to approve the request with the following conditions:

1. The special exception for the use of the subject site will expire six (6) months from the date of approval, if granted.
2. The special exception for the use of the subject site is specific to the applicant and therefore cannot be transferred to another individual or entity.
3. The applicant is limited to parking one hundred seventy seven (177) vehicles at the location. The applicant is required to remove a minimum of 23 vehicles from the aisle located between Ellianos Coffee Company and Firehouse Subs as depicted in Exhibit J of the staff report.
4. The applicant is required to park the vehicles in an orderly manner, within the white striping, which designates parking spaces and keep the vehicles off slash marks, which indicate no-parking areas.
5. The subject site is to be used for new car inventory only.
6. The applicant is required to erect temporary signage that identifies the vehicles as temporary parking for Vaden Nissan inventory.

EXHIBIT A: LOCATION MAP

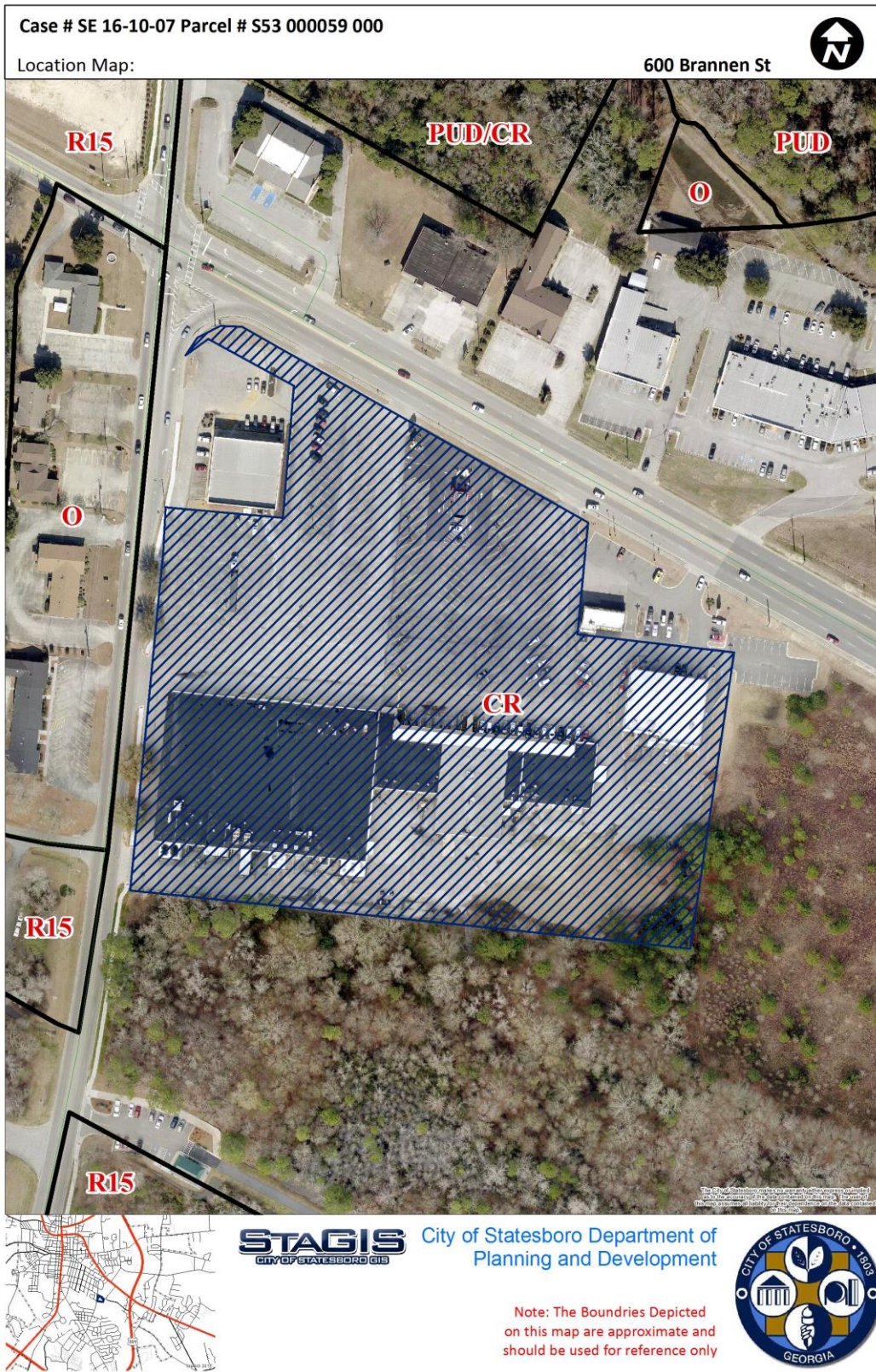


EXHIBIT B: SE 11-08-04 JUDGMENT LETTER

CITY OF STATESBORO

COUNCIL
Thomas N. Blicht
John C. Riggs
William P. Britt
Travis L. Chance
Gary L. Lewis



Joe R. Brannen, Mayor
Frank Parker, City Manager
Sue Starling, City Clerk

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

October 10, 2011

Bill Daniel
Statesboro Dealership Properties
9393 Abercorn Street
Savannah, GA 31406

RE: APPLICATION # SE 11-08-04 – SPECIAL EXCEPTION REQUEST- (Brannen Street).

Dear Mr. Daniel:

At its meeting on October 4, 2011 the Statesboro City Council **approved** the following request subject to conditions:

APPLICATION # SE 11-08-04: Statesboro Dealership Properties, LLC requests a special exception for approximately 13.3 acres of property located on Brannen Street to allow for the use of property as auto sales.

Conditions:

1. Approval of minor subdivision plat in accordance with the standards of the Statesboro Subdivision Regulations.
2. Construction of the proposed street connecting to Brannen Street's intersection with the Wal-Mart driveway at time of development. Said street shall be constructed to City of Statesboro standards, with an 80' right of way, and dedicated to the City of Statesboro as a public street.
3. Construction of the proposed street connecting to Brannen Street's intersection with the Statesboro Mall driveway. Said street shall be constructed to City of Statesboro standards, with a 60' right of way, and dedicated to the City of Statesboro as a public street.
4. Design, route, and construction of said streets to the satisfaction of the City Engineer to permit for the connection of the two proposed streets in a "T" intersection with Henry Boulevard at development of parcel 2.

Approval of the specific request in your application does not confer rights to develop the site in a manner that may ultimately conflict with other provisions of the Statesboro Zoning Ordinance or other applicable chapters of City Code. Adjustments to the final construction plans may be required to accommodate a variety of other development considerations not addressed by your request or taken by City Council.

Please be aware that per Section 1807 of the Statesboro Zoning Ordinance, this special exception shall be void if a building permit is not obtained by the applicant within six months of the date of City Council authorization.

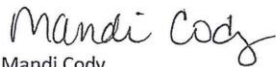
Georgia Municipal Association City of Excellence • Certified City of Ethics
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

EXHIBIT B: SE 11-08-04 JUDGMENT LETTER (CONT)

In addition, this special exception approval was granted to the applicant and should not be presumed to be transferable to future property owners or occupants.

Should you have any questions, please do not hesitate to contact me by phone or e-mail at 912-764-0630 or mandi.cody@statesboroga.net.

Sincerely,

A handwritten signature in black ink that reads "Mandi Cody". The signature is written in a cursive, flowing style.

Mandi Cody
Director, Community Development

CC: Planning Commission Members via email
Robert Cheshire, City Engineer via email
Paul Conner, Bulloch County GIS via email
Andy Aldred, Coldwell Banker via email

EXHIBIT C: WARRANTY DEED

Bouhan  Falligant LLP
Attorneys & Counselors at Law

THE ARMSTRONG HOUSE
447 BULL STREET
SAVANNAH, GEORGIA 31401

912 232 7000
912 233 0811 FAX
BOUHAN.COM

January 25, 2013

Mandi Cody
P. O. Box 348
Statesboro, GA 30458

Re: Warranty Deed

Dear Mandi:

Please find enclosed the Warranty Deed.

Yours Truly,



J. Daniel Falligant
BOUHAN FALLIGANT LLP

JDF/tmr
Enclosure

RECEIVED JAN 28 2013

EXHIBIT C: WARRANTY DEED (CONT)

Courington & Chisholm, P.C.
P.O. Box 1368
Savannah, Georgia 31402-1368
Attn: J. Daniel Falligant
File Number: 39474.001

THIS INDENTURE, made and entered into this 24th of January, 2013, by and between

STATESBORO DEALERSHIP PROPERTIES, LLC,
a Georgia limited liability company,

as party or parties of the first part (hereinafter referred to as the "Grantor"), and

THE MAYOR AND CITY COUNCIL OF STATESBORO

(hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, legal representatives, successors and assigns where the context requires or permits);

WITNESSETH that, Synovus Trust Company, N.A., acting as Intermediary on behalf of Grantor, for and in consideration of property to be received under a tax-free exchange as defined by Internal Revenue Code Section 1031, at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto said Grantee, all of Grantor's right title and interest in and to that tract or parcel of land described as follows, to-wit:

Said property is briefly described as all those tracts or parcels of land lying and being located in Bulloch County, Georgia, and being known as a 60 foot right of way adjoining Lots 2-A and 2-B, G.M. District 1209, City of Statesboro, Bulloch County, Georgia and more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

THIS CONVEYANCE and the warranties herein contained are expressly made subject to those easements, covenants, restrictions and rights-of-way of record, and ad valorem taxes for the current year not yet due and payable.

TO HAVE AND TO HOLD the said described Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, only to the proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described Property unto the said-Grantee against the claims of all persons and entities whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Deed on the day and year first above written.

Signed, sealed and delivered this 24th day of January, 2013, in the presence of:

J. Daniel Falligant Unoffi
J. Daniel Falligant Notary

My Commission Expires: _____



STATESBORO DEALERSHIP
PROPERTIES, LLC,
a Georgia limited liability company

By: William T. Daniel, Jr.
William T. Daniel, Jr., its manager

(CORPORATE SEAL)

RECEIVED JAN 28 2013

EXHIBIT C: WARRANTY DEED (CONT)

EXHIBIT "A"

80' PROPOSED RIGHT OF WAY

ALL THAT CERTAIN TRACT, PARCEL OR LOT OF LAND LYING AND BEING IN THE 1209TH G.M.D., CITY OF STATESBORO, BULLOCH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

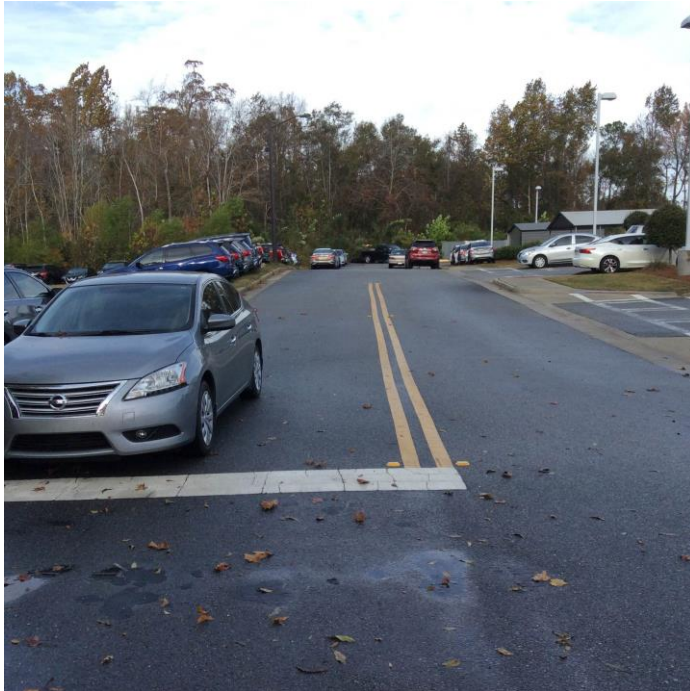
COMMENCING AT A CONCRETE RIGHT OF WAY MONUMENT FOUND ON THE SOUTHERLY RIGHT OF WAY LINE OF BRANNEN STREET (RW VARIES) HAVING GEORGIA STATE PLANE GRID, EAST ZONE, NAD83 COORDINATES OF N 885,088.52, E 781,067.83, THENCE ALONG THE AFORESAID RIGHT OF WAY LINE OF BRANNEN STREET S 13°22'06" W A DISTANCE OF 67.35 FEET TO A ¾" IRON PIPE SET AT THE POINT OF BEGINNING; THENCE S 53°00'37" E A DISTANCE OF 4.12 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THENCE S 53°43'45" E A DISTANCE OF 69.69 FEET TO A CONCRETE RIGHT OF WAY MONUMENT FOUND; THENCE LEAVE THE AFORESAID RIGHT OF WAY LINE OF BRANNEN STREET S 53°43'45" E A DISTANCE OF 6.20 FEET TO A ¾" IRON PIPE SET; THENCE S 37°06'29" W A DISTANCE OF 415.22 FEET TO A ¾" IRON PIPE SET; THENCE N 52°53'31" W A DISTANCE OF 80.00 FEET TO A ¾" IRON PIPE SET; THENCE N 37°06'29" E A DISTANCE OF 60.00 FEET TO A ¾" IRON PIPE SET; THENCE N 37°06'29" E A DISTANCE OF 354.10 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 33,171 SQUARE FEET OR 0.76 ACRES OF LAND.

AND BEING MORE PARTICULARLY DESCRIBED ON THAT CERTAIN PLAT ENTITLED "MINOR SUBDIVISION PLAT OF LOT 2, STATESBORO DEALERSHIP PROPERTIES, LLC, TAX PARCEL: MS84000100 016, CITY OF STATESBORO, GMD 1209, BULLOCH COUNTY, GEORGIA" RECORDED IN RECORD BOOK 6S, PAGE 138 OF THE BULLOCK COUNTY, GEORGIA RECORDS.

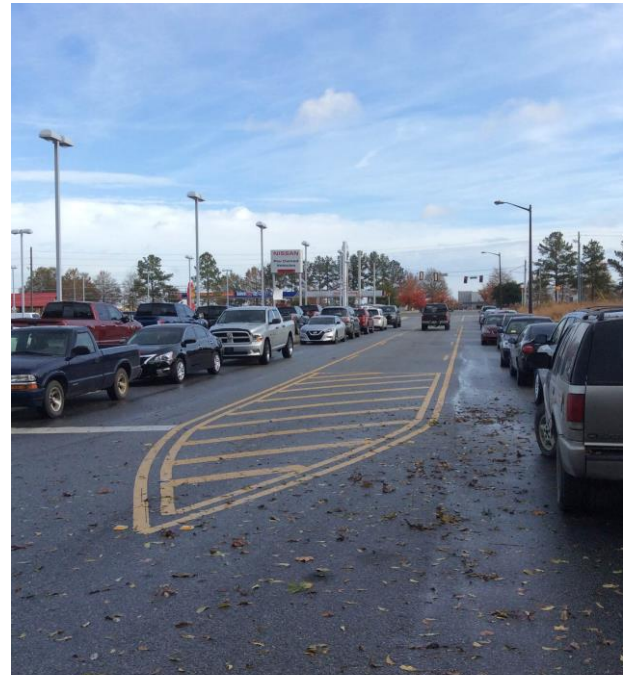
File No. 39474.001

RECEIVED JAN 28 2013

EXHIBIT D: VEHICLES PARKED ON VADEN WAY AND UNPAVED SURFACES



Picture 1 Vehicles in Dedicated Street and on Unpaved Surfaces



Picture 2 Vehicles in Dedicated Street



Picture 3 Vehicles in Dedicated Street at Stop Bar and on Unpaved Surfaces

EXHIBIT E: LEASE AGREEMENT

Actual Copy
 STATE OF GEORGIA)
)
 COUNTY OF BULLOCH)

City of Statesboro
 Planning & Development Dept
 MAY 05 2016
 Received

SHORT TERM GROUND LEASE

THIS LEASE, by and between **VADEN OF STATESBORO, INC. d/b/a**

“**Vaden Nissan of Statesboro**” a corporation organized and operating under the laws of the State of Georgia with its principal places of business in Statesboro, Bulloch County, Georgia, (hereinafter called “Tenant”) and [PRINT NAME OF OWNER OF PROPERTY] _____

91 Sombrero LLC, a INC
 _____ [PRINT TYPE OF BUSINESS - CORP - LLC - OR “business”] operating under

the laws of the State of Georgia with its principal address at 406 Saw Rd
Statesboro Ga 30458 [PRINT ADDRESS], (hereinafter called
 “Landlord”);

WITNESSETH:

WHEREAS, Tenant desires to lease a specific portion of the real property located at [PRINT SPECIFIC ADDRESS OF PROPERTY] 829 Buckhead dr
Statesboro Ga 30458 Statesboro, Bulloch County, Georgia 30458 [ZIP], for the purpose of storing motor vehicles at said location; and

WHEREAS, Landlord is the owner of said real property and has agreed to lease the property to Tenant; and

WHEREAS, the parties have agreed to execute this Lease Agreement setting forth the rights and obligations of each party:

NOW THEREFORE, in consideration of the premises, the parties agree

as follows:

1. **Premises:** The Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, reserved, and contained herein, to be paid, kept and performed by the Tenant, has leased and rented and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "premises" or "property"): [DESCRIBE AREA OF PROPERTY, FOR EX. "THE FRONT PORTION" OR "APROX ___ SQUARE YDS LOCATED AT _____"] _____

2. **Term:** The lease shall begin on February 1, 2016 and continue on a month-to-month basis until terminated by either party with thirty (30) days Notice of said termination.
3. **Rental:** Tenant covenants and agrees to pay Landlord at [PRINT ADDRESS WHERE RENT SHOULD BE PAID] 406 Fair Road
Stokesboro, CA 30458, promptly on the first day of the term of this lease, in advance, a monthly rental for of **TWO THOUSAND and NO/100 (\$2,000.00) DOLLARS per month.**
4. **Utility Bills:** If applicable, Tenant shall pay for all services, supplies and utilities and power bills for the leased premises or used by Tenant in connection therewith.
5. **Use of Premises:** Premises shall be used only for storage of motor vehicles. Premises shall not be used for any illegal purposes; or in any manner to create any nuisance or trespass; or in any manner to vitiate the insurance or increase the rate of insurance on the premises. Tenant has determined that the zoning of the Premises and all other regulations and laws applicable to the Premises are suitable for the retail sale of new and used vehicles by the Tenant.
6. **Indemnity; Liability of Landlord:** Tenant shall and does hereby indemnify, release and hold harmless the Landlord, and the Landlord's agents, servants, employees, officers and attorneys from and against any and all suits, actions, judgments, damages, costs, expenses, and attorney's fees incurred in the defense of any actions or proceedings arising out of or related to any loss of life, bodily or personal injury, property damage, or other demand, claim or action of any nature arising out of or related to this Lease or any transaction or occurrence in, or, upon, near or involving the leased premises or the Tenant's occupancy or use thereof, except unless caused by the sole negligence of the Landlord.
7. **Governmental Orders:** Tenant agrees, at it's own expense, to promptly comply with all requirements of any legally constituted public authority.

8. **Assignment:** Tenant will not sublet nor assign this lease in whole or in part without the written consent of the Landlord.
9. **Alterations or Additions:** This is a lease for land only. However, no alterations or additions are to be made to the premises without the written consent of the Landlord.
10. **Holding Over:** If Tenant remains in possession of the premises after expiration of the term, with Landlord's acquiescence and without any express agreement of parties in writing, Tenant shall be a "tenant at will" at a rental rate of \$2,000.00 per month; and there shall be no renewal of this lease by operation of law.
11. **Attorney's Fees:** If any rent owing under this lease is collected by or through an attorney at law, Tenant agrees to pay ten percent (10%) thereof as attorney's fees. Tenant waives all exemptions that it may have under any law as against any obligation owing under this lease. Tenant hereby assigns to Landlord such rights and exemptions.
12. **Notice:** A copy of all notices under this lease shall also be sent to Tenant as follows:

Mr. Mark Beecher
 General Manager
 Vaden Nissan of Statesboro
 686 Brannen St.
 Statesboro, Georgia 30458

With a copy of said Notice sent to:

Mr. William T. Daniel, Jr.
 Vaden Automotive Group
 Post Office Box 14217
 Savannah, Georgia 31416
 912-921-3579
 Email: BillDanielJr@danvaden.com

Any Notice to Landlord shall be made as follows:

[PRINT NAME AND ADDRESS, PHONE# AND EMAIL OF LANDLORD]

El Sombrens
 406 Fair Rd Statesboro Ga 30458
 912-531-3241

13. **Waiver of Rights:** No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's rights to demand exact compliance with the terms hereof.

14. **Time of Essence:** Time is of the essence of this agreement.

15. **Insurance:** Tenant shall throughout the time that this Lease is in force, maintain comprehensive general liability insurance on their business and the premises.

16. **Governing Law:** This lease shall be governed by and construed in accordance with the laws of the State of Georgia.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Lease this the
2 day of 5, 2016.

LANDLORD:

Ed Sombbrero
By: Avel Leon
PRINT NAME Avel Leon
PRINT TITLE manager

TENANT:

VADEN OF STATESBORO, INC. d/b/a "Vaden Nissan of
Statesboro"
By: [Signature]
MARK BEECHER
General Manager

EXHIBIT F: PHOTOS OF INVENTORY PARKED AT 0 BRANNEN STREET



Photo 1: Subject Site Facing West along Buckhead Drive



Photo 2: Subject Site Facing East Depicting one Makeshift Lane

EXHIBIT F: PHOTOS OF INVENTORY PARKED AT 0 BRANNEN STREET (CONT)



Photo 3: Subject Site Facing East



Photo 4: Subject Site Facing West Depicting Adjacent Property Line with Walmart

EXHIBIT G: EMAIL DETAILING COMPROMISE

11/29/2016

City of Statesboro Mail - Special Exception: 0 Brannen Street



Candra Teshome <candra.teshome@statesboroga.gov>

Special Exception: 0 Brannen Street

Candra Teshome <candra.teshome@statesboroga.gov>

Tue, May 17, 2016 at 2:13 PM

To: Jason Hagan <Jason.Hagan@danvaden.com>

Cc: Mark Beecher <Mark.Beecher@danvaden.com>, Jason Boyles <jason.boyles@statesboroga.gov>, Cindy Clifton <cindy.clifton@statesboroga.gov>, Mike Chappel <mike.chappel@statesboroga.gov>

Dear Mr. Hagan,

Thank you for taking the time to discuss the update on your case this morning. After careful review and consideration of the facts presented in your case, staff can not support the request and would recommend denial to the Planning Commission.

Article XXIV Section 2403(c) of the *Statesboro Zoning Ordinance* states "...the submittal of inaccurate or incomplete information may be the cause for denial of the request." One requirement for this request is the submission of preliminary building and/or site plans drawn to scale.

Article XVI Section 1601(f) of the *Statesboro Zoning Ordinance* states "all parking lots and loading areas shall be paved..."

Submission of the special exception application without the submission of required site plans depicting improvements meeting the minimum standards required by the City is the basis for staff's denial.

As discussed, we certainly understand that your request is of a temporary nature and going to the expense of paving the location would not be financially feasible; however, the use of the lot in its current state might create a hazard to public safety.

If you would like to withdraw the special exception case, we will reimburse the special exception application fee of \$250.00. If you withdraw the request, Code Compliance Officer Mike Chappel will send the notice of violation stating the vehicles must be removed **no later than September 1, 2016.**

Please keep in mind staff's recommendation of denial to the Planning Commission is a recommendation **only**. Ultimately, City Council determines the outcome of your request, if you choose to proceed.

Please let me know if you have questions or concerns.

[Quoted text hidden]

--



Candra E. Teshome
Planning & Development Specialist
Planning & Development Department
City of Statesboro
50 East Main Street
Post Office Box 348
Statesboro, GA 30459
PH: (912) 764-0630
FAX: (912) 764-0664

EXHIBIT H: NOTICE OF VIOLATION #0618

City of Statesboro
Code Enforcement Division

VIOLATION NOTICE

0618

Date May 26, 2016

Name Mark W. Beecher / Kiten Nissan Address 686 Brannon St
(owner/tenant)

Location of Violation(s) 686 Brannon St. (If different from address/lane area)

An inspection was conducted at the location cited above and the following violations of () the property maintenance code or () the sanitation code or () other city ordinance was observed.

- () Sec. 38-1. Discarded, dismantled vehicles on public or private
- () Sec. 38-26. Nuisance defined
- () Sec. 38-30. Weeds and noxious vegetation
- () _____
Other
- () Section 1509. Prohibited signs
- () Section 2204. Vision clearance at corners, curb cuts, railroad crossings
- () Section 2205. Unightly or unsanitary storage
- () Section 2205.1 Screening of junkyards
- () Sec. 66-42. Refuse and garbage
- () Sec. 66-46. Collection limits
- () Sec. 66-48. Box collection
- () Sec. 66-49. Yard trash, tree and shrubbery trimmings
- () Sec. 66-55. Prohibited activities
- () Sec. 66-91. Residential garbage collection
- () Sec. 66-95. Building materials
- () Vehicle parked on unpaved surface
Other

Comments Parking lot on side of Elsom not Paved

Violation(s) must be corrected by August 31, 2016

IMPORTANT: PENALTIES FOR FAILING TO CORRECT VIOLATIONS
The above information explains the code violations which must be corrected by the reinspection date unless an extension is granted by the inspector. If you have not corrected the violation(s) by the reinspection date, a subpoena may be issued for you to appear in Recorder's Court. Subsequent Violation Notices may result in a Subpoena to Recorder's Court. If you fail to comply with City ordinances, a penalty may be imposed. For additional information, please call (912) 764-0655.

Code Official(s) Name/Date M.A. [Signature] 05/24/2016

CED CASE UPDATE	CED CASE UPDATE	CED CASE UPDATE
Date Reinsp. By _____	Date Reinsp. By _____	Date Reinsp. By _____
Insp. Results _____	Insp. Results _____	Insp. Results _____
Next Insp. Date _____	Next Insp. Date _____	Next Insp. Date _____
Extension granted by _____	Extension granted by _____	Extension granted by _____

EXHIBIT I: GENTILLY SQUARE TEMPORARY LICENSE AGREEMENT

Temporary License Agreement

THIS TEMPORARY LICENSE AGREEMENT ("License") is made this 24th day of October, 2016 ("Effective Date") by and between Licensor and Licensee, as defined below.

For good and valuable consideration, Licensor and Licensee agree as follows:

SPECIFIC LICENSE PROVISIONS

1. **Licensor:** James M. Hull & M. Bert Storey
2. **Licensor's Address:** c/o Hull Property Group, LLC
1190 Interstate Parkway
Augusta, Georgia 30909
3. **Licensee:** Vaden Nissan of Statesboro
4. **Licensee's Address:** 686 Brannen Street
Statesboro, GA 30458
Phone: 912.681.4700
5. **Premises:** A portion of the parking lot to include, and limited to, two hundred (200) parking spaces of the Gentilly Square Shopping Center as shown on the site plan attached hereto as Exhibit "A". Licensor shall only use the parking spaces indicated on Exhibit A. Licensor reserves the right to modify the location of the parking spaces provided Licensee maintains the right to use two hundred (200) parking spaces at all times during the License Term. Licensee shall be required to move any vehicle parked in an unauthorized space within 24 hour notice of receipt of written notice. Licensee acknowledges that the Premises are leased to Licensee on an AS IS WHERE IS basis, without any representations or warranties, expressed or implied.
6. **Shopping Center:** Gentilly Square Shopping Center in the City of Statesboro, Bulloch County, State of Georgia.
7. **License Term:**
Commencement Date: Effective Date of this License
Expiration Date: Last day of the month containing the one (1) year anniversary of the Effective Date
8. **Permitted Trade Name:** Vaden Nissan of Statesboro
9. **Permitted Use:** Licensee shall use Premises for the temporary parking/ storage of new vehicles to include cars, sport utility vehicles and light duty trucks as sold by Licensee at its local Vaden Nissan of Statesboro dealership and for no other purpose whatsoever. At no time shall the Premises be used for the parking of heavy duty trucks, construction equipment, auto transport trucks and/or trailers (except for temporary loading and unloading of vehicles).
10. **License Fees:** \$9,000.00 per month
11. **Percentage Fees:** N/A
12. **Security Deposit:** \$9,000.00 (due upon the Effective Date)
13. **Special Stipulations:**
 - (a) Licensee shall maintain the Premises and surrounding area and keep the same free of trash, rubbish and debris. Refer to Article 17 of the General License Provisions attached hereto as Exhibit B.
 - (b) Upon the Expiration Date or earlier termination of this License as provided herein, Licensee shall return the

EXHIBIT I: GENTILLY SQUARE TEMPORARY LICENSE AGREEMENT (CONT)

Premises to Licensor in the same or better condition as it was prior to Licensee's occupancy. Refer to Article 16 of the General License Provisions attached hereto as Exhibit B.

(c) Licensee, at its sole cost and expense, shall repair any damage to the Premises occurring during Licensee's use of the Premises, to include but not limited to, damage to concrete/asphalt, light posts and bollards. In the event Licensee fails to repair the Premise, Licensor shall repair Premise at Licensor's sole expense, paid from the Security Deposit. If repair costs exceed the Security Deposit, Licensee shall be deemed to be in default and Licensor shall exercise all remedies available at law as permitted herein.

(d) Security. Licensee shall be solely responsible for providing security for the Premises. Licensee acknowledges that Licensor is not an insurer of security for the Premises or the parking lot and that Licensor does not undertake to provide security for the Premises or the parking lot. Licensee hereby releases Licensor from and against any and all claims, actions or causes of action for alleged liability associated with the security of the Premises or the parking lot.

(e) Lighting. Licensee acknowledges that the Shopping Center parking lot lighting is on schedule to turn off each night at 12:00 P.M. and to turn on each morning at 5:00 A.M. Licensor, reserves the right, at its sole discretion to change or modify the schedule of the Shopping Center parking lot lighting without prior notice to Licensee.

- 14. **Termination and Required Notice:** Licensor and Licensee have the right to terminate this License for any reason upon one hundred twenty (120) days prior written notice provided to the other party.
- 15. **Broker.** Licensor represents and warrants to Licensee, and Licensee represents and warrants to Licensor that neither party has incurred any liability, contingent or otherwise, for brokerage or finder's fee or agent's commissions or other like payments in connection with this License, or the transactions contemplated hereby. Each party hereby agrees to defend, hold harmless and indemnify the other from any claims, demands, causes of action or damages resulting from a breach of such representation and warranty. Each party shall be solely responsible for the payments of all real estate commissions to its respective broker or agent in connection with this License.
- 16. **Exhibits:** The following exhibits are hereby incorporated in their entirety into this License and made a part hereof: Exhibit "A" – Site Plan; Exhibit "B" – General Provisions; ~~Exhibit "C" – Construction Provisions;~~ and Exhibit "D" – Rules and Regulations

THE PARTIES HAVE EXECUTED this License the day and year first above written.

LICENSEE:
Vaden Nissan of Statesboro

By: 
Name: Robin Barber *William T. Donohue Jr*
As Its: Chief Financial Officer *Secretary*

LICENSOR:
James M. Hull & M. Bert Storey
By: Hull Property Group, LLC

By: _____
Name: John Hudson
As Its: Authorized Agent

EXHIBIT I: GENTILLY SQUARE TEMPORARY LICENSE AGREEMENT (CONT)

**EXHIBIT A
SITE PLAN**

Licensors reserves the right to change from time to time the size, dimensions and location of the common areas, as well as the size, number, dimensions, identity and type of any buildings, kiosks or carts in the Shopping Center and to build additional buildings and improvements in the Shopping Center.

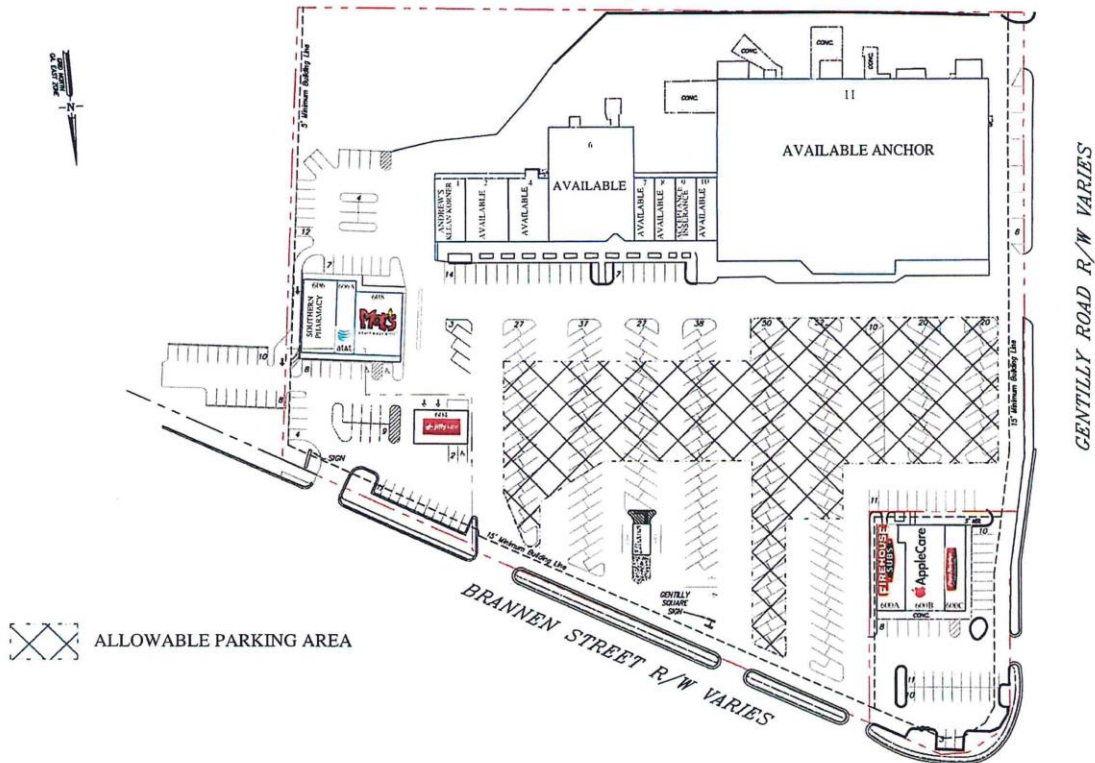
EXHIBIT J: GENTILLY SQUARE ALLOWED PARKING AREA SITE PLAN



FOR LEASING INFORMATION
CALL: 706.434.1700

GENTILLY SQUARE
STATESBORO, GEORGIA

EXHIBIT "A"



8.17.2016

EXHIBIT K: PHOTOS OF GENTILLY SQUARE PARKING LOT



Picture 1 Subject Site Facing West Depicting Curb Cut onto Gentilly Road



Picture 2 Subject Site Facing Northwest Depicting the Rear of Fire House Subs

EXHIBIT K: PHOTOS OF GENTILLY SQUARE PARKING LOT (CONT)



Picture 3 Subject Site Facing North Depicting Vehicles Parked in Breach of Contract and on Striping



Picture 4 Subject Site Depicting Vaden Employee Shuttling Customer to View Inventory

RESOLUTION 2017-02

APPOINTING RUSSELL ROSENGART TO THE STATESBORO PLANNING COMMISSION

WHEREAS, Section 2- 67 of Chapter 2 of the Statesboro Code of Ordinances states that the membership of the Statesboro Planning Commission shall consist of seven members who shall be appointed by the governing body. The appointment of members of the planning commission upon the effective date of this division shall be as follows:

- (1) Posts 1, 3, 5, and 7 shall be appointed for terms of two years.
- (2) Posts 2, 4, and 6 shall be appointed for terms of four years.

Each successor appointed to the planning commission thereafter shall be appointed for a term of four years, may be appointed to two successive terms; and

WHEREAS, Russell Rosengart has made application for volunteer service to the Statesboro Planning Commission to the City of Statesboro; and

WHEREAS, there is currently a vacancy in Post 1; and

WHEREAS, the Mayor and City Council desire to exercise the appointment power provided above; and

WHEREAS, the Mayor and City Council agree and affirm that Mr. Rosengart meets the qualifications of the City of Statesboro for service on the Statesboro Planning Commission and that Mr. Rosengart has both the knowledge and the character that that will be beneficial to the Statesboro Planning Commission in discharging its responsibilities;

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

Section 1. That Russell Rosengart is hereby appointed to the Statesboro Planning Commission for a two (2) year term.

Section 2. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this ___ day of January, 2017.

Jan J. Moore, Mayor

Attested by:

Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: December 21, 2016

RE: January 3, 2017 City Council Agenda Item

Policy Issue: Sec. 2-67 of Chapter 2 of the *Statesboro Code of Ordinances*
(Planning Commission Appointments)

Recommendation: None.

Background: Commissioner Patrick Sullivan resigned from the Statesboro Planning Commission on December 6, 2016, leaving Post #1 of the commission vacant.

Budget Impact: None

Council Person and District: N/A

Attachments:

1. Russell Rosengart's Planning Commission Application
2. Resolution appointing Russell Rosengart to the Planning Commission



City of Statesboro Volunteer Advisory Board Application

Planning Commission Tree Board

_____ (insert name)

Name Mr. / Mrs. / Ms. (circle) Russell Rosegurt

Residence—Street Address:

City: Statesboro State: GA Zip Code: 30458

Mailing address (if different from residence):

City: _____ State: _____ Zip Code: _____

Home phone: _____ Business phone: _____ Cell phone: _____

E-mail address: _____

Additional information— do you live inside the city limits of Statesboro?

NO

If yes, how long?

own property in city limits

Are you an active registered voter in the Statesboro district?

YES

What is your occupation?

Self - Sonic Drive In

Employer: Self Cinos Inc

Address: Po Box 1561
Statesboro GA 30459

Related experience—what prior work experience have you had that would help you if you were appointed to this position?

Developed 16 restaurants in the
State of Georgia.
Employ 250 persons in state of GA / In business 25 years

Briefly describe your present or past involvement in relevant community groups. Having no previous involvement will not disqualify you for appointment.

Pro of Boys & Girls Club
Sec of OTC Foundation
Business committee of Chamber of Commerce
Entrepreneur board of GSU
Averitt Center - capital campaign - board

Have you ever served on a City or County advisory board?
NO

If yes, when and which board(s):

Do you serve on any other boards or advisory committees in Georgia, or are you an elected or appointed state, county or municipal office holder, or employee:

If yes, please name the board, position, etc.

TRG of OTC Foundation board
SEC of OTC Foundation board

Availability—Are you available to attend special meetings, study sessions, or committee meetings in addition to the regularly scheduled meetings? Do you prefer day or evening meetings?

_____ Day preferred - can attend any

List the community concerns related to this committee that you would like to see addressed if you are appointed.

_____ Development of the Blue Mile.

_____ Increased growth and tax base that benefits
_____ all in Bulloch County.

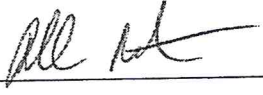
_____ Balance the growth of GSU with concerns of
_____ citizens in Statesboro, where it benefits all.

Write a statement as to why you wish to serve on this Volunteer Advisory Board and what experience or training that you have that would be beneficial to this board. Use the back side of this application or attach a statement or resume if desired.

Proper growth of Statesboro and the
Bulloch county will ensure the future
of our community will thrive for
years to come. Born and raised
in Statesboro; there have been many
changes over my lifetime. The growth
of GSU being prominent to the success
of our community. The addition of
industry however is also vital. The
Blue Mile project also which allows
access to GSU and growth in our community
is a must. I am a progressive and
business minded thinker - that can balance
the needs of the citizens with the
small town idea I grew up with.

Are you willing to commit to a four year term?

YES



Signature

Date 9/9/05

CITY OF STATESBORO

COUNCIL

Phil Boyum
Sam Lee Jones
Jeff Yawn
John C. Riggs
Travis L. Chance



Jan J. Moore, Mayor
Robert Cheshire, P.E.,
Deputy City Manager
Sue Starling, City Clerk

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Candra Teshome, Planning & Development Specialist

Date: December 21, 2016

RE: January 3, 2017 City Council Agenda Items

Policy Issue: *Statesboro Code of Ordinances*: Chapter 6 (Alcoholic Beverages) Amendment

Recommendation: N/A

Background: The Department of Planning and Development has noted some conflicts during the alcoholic beverage application review process. Specifically, the application procedures and proximity requirements would benefit from revision.

Budget Impact: None

Council Person and District: N/A

Attachments: Ordinance Amending Chapter 6 of the *Statesboro Code of Ordinances*

Ordinance 2017-01: An Ordinance Amending Chapter 6 of the Statesboro Code of Ordinances (Alcoholic Beverages)

WHEREAS, the City has previously adopted an ordinance regulating alcoholic beverages; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 6 (Alcoholic Beverages) of the Code of Ordinances, City of Statesboro, Georgia; and

WHEREAS, the public hearing that preceded the adoption of the ordinance amendment was advertised; and

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

Chapter 6 Alcoholic Beverages of the Code of Ordinances, City of Statesboro, Georgia is hereby amended and shall read as follows:

A. Amend the existing Section 6-4(a) to strike and include following language:

Sec. 6-5. - Application procedure; contents of application; contents to be furnished under oath.

(a) Generally. The applicant for a license or permit under this chapter shall make a written application under oath on the form as proscribed by the City Clerk or his or her designated representative. A floor plan for each licensed premise as defined herein must be submitted with each application for a license under this chapter. At the time of initial application, a ~~plat~~ **sketch** from a ~~registered~~ surveyor **registered in the state of Georgia** shall be attached to the application which shall certify that all state and local proximity requirements for the proposed location have been met. Except as otherwise provided by law, such application shall be a public record and open to public inspection at a reasonable time and place.

B. Amend the existing Section 6-7(a-f) to strike and include following language:

Sec. 6-7—General regulations pertaining to all licenses.

(a) *License not transferable to another location.* Each license is issued for a specific location only and may not be transferred to another location. A new application is required for each licensed premise. No license may be issued to different licensees for the same location.

(b) *Transfer of license to another person.* No alcoholic beverage license shall be transferred from one person to another during the year in which the license or permit was obtained, except in the case of the death of a person holding a license, in which event his personal representative may continue to operate under the license for six months from the date of his qualification.

(c) *Location.* None of the above licenses shall be issued except in the following zones as defined in Appendix A (Zoning) of the Code of the City of Statesboro:

- (1) CBD, Commercial Business District;
- (2) CR, Commercial Retail District;
- (3) HOC; Highway Oriented Commercial District
- (4) LI; Light Industrial District

(d) *Proximity Requirements; Package sales for off-premises consumption governed by O.C.G.A. § 3-3-21.*

(1) Class B and C licenses shall be issued for a location only if the location complies with the proximity requirements provided by O.C.G.A. § 3-3-21 as measured by the Rules and Regulations promulgated by the Georgia Department of Revenue.

(2) Nothing in this subparagraph shall prohibit a grocery store licensed for the retail sale of only wine and malt beverages for consumption off the premises from selling wine or malt beverages within 100 yards of any college campus. As used in this subparagraph, the term "grocery store" shall, as provided in O.C.G.A. § 3-3-21(a)(1)(B), mean a retail establishment which has a total retail floor space of at least 10,000 square feet of which at least 85 percent is reserved for the sale of food and other nonalcoholic items, and conducts all of its sales inside the building containing its retail floor space and meets all other criteria by this ordinance.

(3) As further provided in O.C.G.A. § 3-3-21(a)(1)(B) the above proximity requirements shall not apply at any location for which a license has been issued prior to July 1, 1981, nor to the renewal of such license. Nor shall the above proximity requirements apply at any location for which a new license is applied for if the sale of wine and beer was lawful at such location at any time during the twelve (12) months immediately preceding such application.

(e) *Proximity Requirements; Sales for Consumption on the Premises; local regulation permitted per O.C.G.A. § 3-3-21(b)(3).*

(1) Class D, Class E and Class F alcoholic beverage licenses shall not be issued for a location in which the nearest point on a wall of the building proposed as the licensed premises is closer than 100 yards in a straight line measurement to the nearest wall of a school building, an educational building on a college campus, or a church in existence at the time of the application for the initial license. **without a certificate from a land surveyor, registered in the state of Georgia, showing a scaled drawing of the location of the proposed premises and the shortest straight line distance from the front door/primary entrance to any church building, school building, educational building, school grounds, college building, or college campus located within a radius of 100 yards of the premises.**

~~(2) No licenses shall be issued under this chapter for any location in which the nearest point on a wall of the building proposed as the licensed premises is closer than 100 yards in a straight line measurement to the nearest point of the property line of an alcohol treatment center which is in existence at the time of the application for the initial license.~~
without a certificate from a land surveyor, registered in the state of Georgia, showing a scaled drawing of the location of the proposed premises and the shortest straight line distance from the front door/primary entrance to any alcoholic treatment center building located within a radius of 100 yards of the premises.

~~(3) No licenses shall be issued under this chapter for any location in which the nearest point on a wall of the building proposed as the licensed premises is closer than 100 yards in a straight line measurement to the nearest point of the property line of a private dwelling located within a single-family residentially zoned district which is in existence at the time of the application for the initial license.~~

(4) The proximity requirements for Class D, Class E and Class F licenses shall be in effect for all districts in which such licenses are authorized, with the exception of any restaurant as defined in this chapter that is granted a distance waiver permit for a restaurant by the Mayor and City Council pursuant to subsection 6-5(o).

(f) At the time of initial application, a plat **sketch** from a registered surveyor shall be attached to the application which shall certify that all state and local proximity requirements for the proposed location have been met. **A survey may be required for property line measurements, in some instances, to include the minimum property line distances as required by state law.**

First Reading:

Second Reading:

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Jan J. Moore, Mayor

Attest: Sue Starling, City Clerk

COUNCIL
Phil Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
J. Alvin Leaphart, City Attorney

City of Statesboro

50 East Main Street P.O. Box 348
Statesboro, Georgia 30459

To: Mayor & Council

Cc: Randy Wetmore, City Manager

From: Jeffery Grant, Director of Human Resources

Date: January 3, 2017

RE: Stop Loss Renewal & Agreements

Policy Issue: Each year Taylor Benefit Resource our third-party administrator is responsible for bidding our stop-loss insurance coverage amongst carriers in the market.

Recommendation: To approve the rates and agreements for renewal.

Background: Below you will find the background information, descriptions of each agreement, and the rates associated with each service.

1. **Hines & Associates Inc.** - This is a third party agreement through TBR for handling claims that are in need of case management, utilization review and other services for the management of health care services. Renewal occurs annually. The rates will remain the same at \$2.05 per employee per month. The exhaustive list of services may be found in Exhibit 2 of the service agreement.
2. **Optum Inc.** - This is a third party agreement through TBR for the managed transplant program. It is a separate umbrella policy for managing unexpected transplants. The rates will decrease from \$5.42/single and \$13.02/family to \$4.87/single and \$11.69/family per billing cycle. This equates

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J. Alvin Leaphart, City Attorney

City of Statesboro

to an 11% decrease for single and 9% for family rates for the coming calendar year.

- Cabot Inc. (Formerly Known as Everest)** – This is a third party agreement through TBR for our managed stop loss insurance coverage. This is an umbrella policy that manages unexpected claims in the excess of \$60,000. For the last few years stop-loss renewals have generally remained flat or decreased. Attached you will find a copy of the bids to market for stop loss coverage and the renewal agreement for signature. The rates will increase from \$51.48/single and \$127.97/family to \$64.43/single and \$173.25/family per billing cycle. This equates to a 20% increase for 2017. This increase is primarily due to a large claim in the current calendar year.

Budget Impact: These expenses are budgeted for annually. For FY 2017, we budgeted \$447,000 for these items. The approximate total increase to the Health Insurance budget needed is \$53,000. This increase will be obtained from the Health Insurance Fund in which we have managed to build over the years from fund performance. The current equity and surplus of the Health Insurance Fund is \$549,825.

Attachments:

Hines & Associates Agreement
Optum Agreement
Stop-Loss Market Bids
Statement of Rates

SERVICE AGREEMENT

This Agreement is entered into by and between HINES & ASSOCIATES, INC. (hereinafter referred to as HINES) and CITY OF STATESBORO (hereinafter referred to as THE GROUP),

WHEREAS, HINES desires to provide utilization review services and other services for the management of Health Care claims of the members of THE GROUP,

WHEREAS, THE GROUP desires to obtain utilization review services and other services from HINES, for the management of such Health Care claims of the members of THE GROUP,

WHEREAS, it is the purpose of this Agreement to establish a relationship whereby HINES will perform the services (hereinafter referred to as "SERVICES") as described on the Exhibits for THE GROUP,

WHEREAS, HINES warrants that it will provide the utilization review SERVICES required under this Agreement in a prompt, efficient, effective, and economic manner,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties covenant and agree as follows:

1. SERVICES AND DEFINITIONS. See Exhibit 1 (attached and made a part hereof).

2. SCOPE OF SERVICE. HINES agrees that for the term of this Agreement as set forth in Section 3 hereof, it will provide to THE GROUP the SERVICES outlined on the Exhibits with respect to medical care proposed for eligible members of THE GROUP and for their eligible dependents (hereinafter collectively referred to as "Covered Persons"), covered under the health benefits programs established and maintained by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed. For members whose primary coverage is not through THE GROUP, but who have eligible dependents of THE GROUP, the member must be counted in the employee count for the employee per month service fees (see Exhibits).

THE GROUP will interpret the benefit plan, maintain a list of eligible employees and dependents, as well as pay the Health Care claims.

HINES will make recommendations to THE GROUP on the medical necessity and/or appropriateness of Health Care SERVICES provided or proposed to be provided as defined by and in accordance with those SERVICES that require precertification as listed on the Exhibits. HINES and THE GROUP agree that only THE GROUP will make the final determination as to payment or the denial of payment of any claim and/or authorization for delivery of any Health Care SERVICES.

3. TERM AND TERMINATION. This Agreement shall be for a term of one year from the effective date of January 1, 2017 and shall automatically renew for twelve month periods thereafter with sixty (60) days notice of any pricing changes. Either party may terminate this Agreement at any time after the initial year by giving written notice to the other party at least thirty (30) days before the date of termination, which date shall be specified in the notice.

Either party may terminate this Agreement in the event of a material default, other than a failure to pay by the other party. Such termination shall be effective thirty (30) days after written notice specifying the default has been given to the defaulting party, unless the default has been cured before the end of the thirty (30) day period.

This Agreement may be terminated immediately by HINES for failure to receive payment from THE GROUP within thirty (30) days of its due dates set forth in Section 8 of this Agreement, except said failure to pay must be in writing delivered to the parties described in Section 14 and THE GROUP shall be given ten (10) working days notice from the date of default to cure any default in payment. A dispute as to the number of participants eligible shall not in and of itself be the basis for termination.

4. NOTICE OF DETERMINATION AND CONTACT. HINES agrees to contact THE GROUP or THE CLAIM PAYER designee, the patient, the patient's physician, and/or the hospital regarding HINES' recommendations on the medical necessity and/or appropriateness of Health Care SERVICES provided or to be provided to the Covered Persons.

5. PROFESSIONAL SERVICES. HINES agrees to secure or provide the services of licensed physicians as reasonably required to act in the capacity of advisors or consultants to assist in making review determinations.

HINES agrees to provide a telephonic answering system to be utilized during non-business hours, holidays and other closed office situations according to the guidelines of the Utilization Review Accreditation Commission (URAC), also known as the American Accreditation Health Care Commission, Inc.

HINES will maintain any applicable state licensures and conform to all applicable laws in all applicable jurisdictions. HINES will notify THE CLAIM PAYER and THE GROUP within thirty (30) days in the event its license in the applicable jurisdiction is relinquished or revoked.

6. INSURANCE COVERAGE AND ELIGIBILITY. HINES will provide written or verbal notification that HINES is certifying medical necessity and does not guarantee eligibility, benefit coverage, or payment. Payment will be based on THE CLAIM PAYER's review to determine eligibility and availability of benefits at the time SERVICES are rendered. All questions regarding claim issues are referred to THE CLAIM PAYER. HINES shall have no legal liability or financial responsibility in connection with claim payment or denial decisions by THE CLAIM PAYER or THE GROUP.

7. REPORTS. HINES will provide THE GROUP with electronic reports of its activities under this Agreement as outlined in the Exhibits and in compliance with HIPAA guidelines.

HINES agrees to provide THE GROUP with HINES' standard reports, in compliance with HIPAA guidelines, and will customize the form if possible under the existing program. Ad hoc reporting fees may apply.

8. FEES AND PAYMENT. THE GROUP shall abide by the terms of the Exhibits hereto and this section. THE GROUP shall pay HINES a fee in the amount shown in the Exhibits (attached and made a part hereof) for the SERVICES. Fees specified on the Exhibits will remain in effect for the time period specified in Section 3 of the contract, thereafter to be negotiated upon renewal. If THE GROUP requests SERVICES or negotiations by HINES and later chooses not to use the information obtained by HINES, the time spent by HINES is still payable by THE GROUP. THE GROUP will pay HINES within thirty (30) days of the invoice date for SERVICES already rendered.

By the 10th day of each month, HINES shall invoice THE GROUP for the SERVICES provided by Hines to THE GROUP during the prior month. Payment is due in full by THE GROUP within 30 days of the invoice date. Any payment more than ten (10) days past due shall accrue interest until paid in the amount of one percent (1%) per month per annum. THE GROUP agrees to pay all interest, collection costs and expenses, including reasonable attorney's fees, incurred by HINES in collecting or attempting to collect such past due amounts.

THE GROUP agrees to comply with its payment obligations in connection with this SERVICE AGREEMENT and the applicable Exhibits.

9. ACCESS TO RECORDS AND ASSISTANCE. HINES agrees that during normal business hours, THE CLAIM PAYER shall have access to and the right of examination of records, which relate to any SERVICES provided to THE GROUP under this Agreement. Such access and right of examination shall continue to be provided to THE CLAIM PAYER for a period of six (6) months following the termination of the Agreement and consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments as dictated by federal law.

HINES will, upon request of THE GROUP, provide reasonable assistance to THE GROUP or patient in the event legal action is brought to collect amounts which are billed for medical SERVICE(S) rendered following a HINES' determination and notice (as specified in Section 4 of the Agreement) that the SERVICE(S) was not medically necessary and/or not appropriate. HINES will:

a. Provide access to HINES' review records relating to SERVICES provided under this Agreement, which are directly related to the subject matter of the litigation.

b. Make available the appropriate HINES' employee(s) to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate.

c. Make available, at THE GROUP'S expense, the appropriate physician advisor or consultant, to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate. HINES and its physician advisors and consultants will be reimbursed by THE GROUP in connection with such litigation assistance for reasonable out-of-pocket expenses incurred for travel lodging, meals of employees, physician advisors, and consultants.

10. EXTERNAL APPEALS. If an external appeal is requested, HINES will cooperate with THE CLAIM PAYER regarding release of information necessary to conduct this level of peer review. HINES will not pay the cost of the external appeal but will assist THE CLAIM PAYER in locating the external review organization.

11. COMMUNICATIONS AND CONFIDENTIALITY. Any communications relating to HINES' SERVICES under this Agreement prepared for distribution by HINES or THE GROUP to any person or entity, including physicians, Covered Persons, or to the general public will be released only after consultation between HINES and THE GROUP and only in accordance with applicable state and federal law governing the confidentiality of patient medical records. Upon mutual agreement HINES or THE GROUP may communicate with Covered Persons, physicians, and hospitals regarding review decisions or the review mechanisms to be utilized or modified under this Agreement and in accordance with HIPAA and any amendments as dictated by federal law.

The data furnished in accordance with this Agreement is Confidential Information and any use, furnishing, disclosure, publication, or revealing in any way by either party of Confidential Information furnished under the terms of this Agreement to any person, organization, firm, or government agency contrary to law or to the provisions of this Agreement shall obligate the party failing to maintain the confidentiality of Confidential Information to indemnify and hold harmless the other party from any claim, injury, damage, liability, judgment, or expense arising from that party's failure to maintain the confidentiality of said Confidential Information occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by the party seeking indemnity.

In the event either party is served with a subpoena, request for production of documents or similar legal process relating to review decisions or the review mechanisms to be utilized or modified under this Agreement, such party shall promptly notify the other party of the service of such process so that such other party may determine whether any Confidential Information is or may be included in materials sought by such subpoena, request or process. Such party may at its own expense, take such legal action, as it deems necessary to preserve the confidentiality of its data or information.

12. INDEMNITY. HINES shall be solely liable for all of its review decisions and those of its employees, agents or other representatives or designees. HINES will provide its own policy of liability insurance with a minimum three million (\$3,000,000.00) dollar coverage. THE GROUP shall be solely liable for all of THE GROUP'S payments, claim payment decisions, and eligibility and coverage determinations, and those of its employees, agents or other representatives or designees.

THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out of a HINES' determination of the absence of medical necessity or appropriateness of SERVICES unless the determination is attributable in whole or in substantial part to an error, omission, or negligent act of HINES, its agents, employees, or other representatives or designees.

HINES shall indemnify and hold harmless THE GROUP and its directors, agents, officers or employees from and defend against any and all claims, lawsuits, judgments, settlements, and expenses, including reasonable attorney's fees, caused by the negligence or willful misconduct of HINES.

Where HINES is named a nominal defendant, in a proceeding wherein the issues concern coverage or eligibility for benefits under THE GROUP'S benefit plan, THE GROUP shall defend HINES without cost to HINES, and/or indemnify HINES for any and all costs incurred by HINES in defending the action, including without limitation attorneys' fees. Notwithstanding this provision, the tender of the defense of this matter shall not include any authority to settle the matter without the express written consent of HINES.

It shall be the responsibility of THE GROUP and/or THE CLAIM PAYER, to select services that reflect the requirements of the benefit plan and any other parties, such as stop loss.

It shall be the responsibility of the Plan Sponsor or designee to notify HINES of the Plan grandfather status, and of any changes to the grandfather status or contribution rates at least 30 days in advance.

Carve-Out Services: In the event that THE GROUP contracts with a third party vendor to perform a subset of utilization review and other health care management services ("Carved-Out Services") similar or substantially similar to those services identified in Exhibit 1, HINES shall have no legal liability or financial responsibility in connection with the determinations of the third party vendor ("CARVED-OUT SERVICES VENDOR"). In addition, THE GROUP shall indemnify and hold harmless HINES, its directors, officers, agents and employees for any and all claims, injury, damage, liability, judgment and expenses, including any reasonable attorney fees and expenses, arising out THE GROUP'S contract with the CARVED-OUT SERVICES VENDOR.

13. LIMITED LICENSE AGREEMENT; CONFIDENTIALITY.

a. During the term of this Agreement, HINES may convey or deliver to THE GROUP certain software, policies, procedures, checklists, technologies, processes and operations, studies, summaries, notes, data and other proprietary information pertaining to HINES and the SERVICES (collectively "Proprietary Information"). All Proprietary Information shall remain the sole property of HINES.

b. Subject to the terms and conditions of this Agreement, HINES hereby grants to THE GROUP a nonexclusive, revocable license, with no rights to grant sublicenses, to use the Proprietary Information for the sole purpose of verifying THE GROUP'S compliance with applicable law and for no other purpose. The license shall immediately terminate upon the termination of this Agreement. THE GROUP shall not, without the prior written consent of HINES, disclose by itself or through any of its employees or representatives ("Representatives") any Proprietary Information to any third party.

c. THE GROUP shall take all reasonable steps to safeguard and protect the Proprietary Information from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as THE GROUP gives its own confidential and proprietary information. Unless otherwise required by law, THE GROUP will disclose Proprietary Information only to those of its Representatives on a need-to-know basis and will notify its Representatives who are provided any of the Proprietary Information or who may otherwise have occasion to view, handle, or obtain any of the Proprietary Information, of the terms of this Agreement and their obligation to comply with each of them.

d. In the event that THE GROUP or any of its Representatives is requested or required pursuant to legal process to disclose any Proprietary Information, it is agreed that THE GROUP will provide HINES with prompt written notice of such request so that HINES may, at HINES' option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this Agreement, or other remedy to assure that the Proprietary Information will be accorded confidential treatment.

If HINES fails to seek such protective order or waiver within thirty (30) days of written notice from THE GROUP under this subparagraph (d), or HINES fails to otherwise promptly pursue such protective order and obtain such a protective order prior to the date THE GROUP is legally compelled or required to disclose the Proprietary Information, then THE GROUP may disclose that portion of the Proprietary Information which it is required or compelled to disclose.

e. Immediately prior to the termination of this Agreement or at any time upon written request of HINES, THE GROUP shall promptly return or destroy, as directed by HINES all Proprietary Information, including all copies thereof in possession of THE GROUP or any of its employees or legal representatives. Upon the request of HINES, THE GROUP shall furnish to HINES a signed affidavit providing assurances as to the return or destruction of the Proprietary Information. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from backup tapes, servers, or other sources.

f. It is agreed that money damages would not be a sufficient remedy for any breach of the obligations under this Section 13 of this Agreement by THE GROUP or by any of its Representatives. Accordingly, HINES shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by THE GROUP or its Representatives; provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of the obligations under this Section 13 of this Agreement, but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to the obligations under this Section 13 of this Agreement and if HINES prevails, HINES shall be entitled to recover from THE GROUP HINES' reasonable attorneys' fees and costs (whether incurred before or in litigation and upon appeal).

g. Notwithstanding any provision to the contrary, the provisions of this Sections 13 shall survive the termination of this Agreement.

14. MISCELLANEOUS. The following miscellaneous terms shall apply to this Agreement:

a. This Agreement shall be governed in all respects by the laws of the State of Illinois, except to the extent that federal law applies.

b. HINES shall not enter into an incentive payment provision contained in a written contract or any other type of Agreement with a Health Care provider that is based on reimbursement or refund for the SERVICE performed.

c. In the event any provision of this Agreement conflicts with law or if any provision shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then such provision shall be construed and enforced to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

d. The terms of the Agreement, including its Exhibits constitute the entire Agreement between HINES and THE GROUP. This Agreement, including its Exhibits supersedes all prior communications, representations, or Agreements, verbal or written, between HINES and THE GROUP with respect to the subject matter thereof.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned by either party without the written consent of the other.

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

g. All notices required or permitted shall be sent certified, courier service or personal service delivery mail with return receipt requested and postage prepaid to:

Judith C. Hines, President
HINES & ASSOCIATES, INC.
14 North Riverside Avenue
St. Charles, IL 60174

and/or

Name: _____, Title: _____
CITY OF STATESBORO
P.O. Box 348
Statesboro, GA 30459

or addresses subsequently furnished in accordance with the terms thereof. All notices will be deemed effective upon receipt.

h. The provisions of section 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

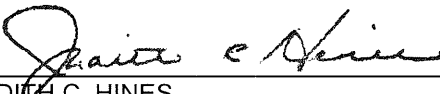
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year written below.

DATED: 10/26/14

DATED: _____

HINES & ASSOCIATES, INC.

CITY OF STATESBORO

BY: 
JUDITH C. HINES
President

BY: _____

NAME: _____

Title: _____

**EXHIBIT 1
SERVICES AND DEFINITIONS**

Acute Inpatient Review - Medical/Surgical:

This is precertification and concurrent review of the medical necessity of an inpatient admission in an acute care hospital. An admission is classified inpatient when the provider charges an actual "Room and Board" rate, rather than an "Observation" rate for each night the patient is confined.

Acute Inpatient Review - Behavioral Health:

This is precertification and concurrent review for acute hospital confinement for patients with a behavioral health disorder or drug or alcohol abuse. This does not include partial hospitalization, sub-acute or residential treatment programs.

BABESM Critical Care Program:

Specialty high-risk neonatal care management by board certified neonatologist(s) and specialty NICU nurse(s). Service includes peer-to-peer consultations with Hines' perinatologist and attending physician to promote successful outcomes and efficient care.

Behavioral Health Case Management:

The process of working directly with patients, their families, and providers to coordinate the delivery of cost effective, quality care to promote optimal outcomes for patients with acute behavioral health conditions requiring alternative levels of care, such as partial hospitalization and residential care.

Carved-Out Services:

Utilization review and other health care management services provided by a third party vendor under a contractual arrangement with THE GROUP that is separate and distinct from this Agreement.

Carved-Out Services Vendor:

A third party vendor which provides a subset of utilization review and health care management services similar or substantially similar to HINES under a contractual arrangement with THE GROUP.

Case Management Prescreen:

An evaluation of the merits of the case to determine if active case management will likely result in cost savings to the health plan. This prescreen includes a review of notifications and may include review of diagnostic code and/or contact with the patient, provider and/or claim payer.

Claim Payer:

A designation given to those professionals who review and adjudicate medical, dental, and/or disability claims. Designated by THE GROUP to act on their behalf.

Concurrent Review:

The process of validating the medical necessity and appropriateness of continued acute inpatient stay after the initial certification has expired.

Consultant:

An agent or broker designated by THE GROUP to consult on their behalf with regard to securing benefits, insurance, claims payer, managed care SERVICES or other SERVICES as designated by THE GROUP.

Covered Person:

Any person satisfying the plan definition of a covered person under a specific plan or policy for whom health insurance benefits are provided in whole or in part by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed.

Dialysis Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients needing dialysis for end stage renal disease.

Discharge Planning:

The process of anticipating home or aftercare needs of patients confined in the hospital. Aftercare services anticipated lasting more than one to two weeks or what requires onsite evaluation or coordination of multiple services or complex treatment plans are handled through case management. Case management handles all discharge planning when the case is open to case management for continuity.

Durable Medical Equipment:

Equipment (generally have an HCPCS DME code) that can be repeatedly used, is primarily and customarily used to serve a medical purpose, generally is not useful to a person in the absence of illness or injury, and is appropriate for use at home. Examples include hospital beds, wheelchairs, and oxygen equipment. This does not include orthotics or prosthetics

External Appeals:

A peer review that is performed by an entity that is not associated with THE CLAIM PAYER or HINES.

Health Care Provider:

An organization that provides Health Care services for or on behalf of a claimant.

Health Insurance Portability and Accountability Act of 1996 (HIPAA):

A federal law establishing certain standards that parties intend to satisfy including requirements of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and codified at 45 C.F.R. parts 160 and 164 (Privacy Rule) to the extent applicable to each party and as may be amended from time to time.

Hospice:

A service designed to provide supportive care to the terminally ill. Generally the services, including skilled nursing visits, certified nursing assistants for personal care, therapists for evaluation and teaching, medical social workers, volunteer and clergy visits are home based, however many home hospice agencies do have agreements with inpatient facilities to provide respite or skilled care when needed.

Hospital Admission:

Acute level inpatient care with assignment to room and bed, not outpatient or observation care unit.

Large Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with catastrophic conditions.

Large Case Management Identification:

The process of screening potentially catastrophic cases to determine if case management can positively impact the cost or health outcome for the patient.

Medical Peer Review:

Peer Review services include all reviews done by a HINES physician panelist for medical necessity of transplant services and any other questions requested by the payer to assist with claims determinations, including but not limited to necessity of services not reviewed under UR, coding or billing issues and opinions. An additional fee is charged and a written report is provided.

Medically Necessary:

Services or items reasonable and necessary for the diagnosis or treatment of illness or injury according to accepted standards of medical practice.

Network Channeling:

Part of the precertification process by which the UR team educates the provider or patient to the benefits of utilizing a network provider, upon request for precertification of services at a non-network facility.

Nominal Defendant:

A nominal defendant shall refer to Contractor's participation in a lawsuit by being named as a defendant not because any specific relief is requested against Contractor and/or not because Contractor is liable in damages under any applicable and tested legal theory, but because Contractor is connected with subject-matter giving rise to the lawsuit.

Nurse Consultation:

Review of claims or requests for services for medical necessity or cost effectiveness as requested by THE CLAIM PAYER, onsite evaluations and shock loss reports.

Observation Confinement:

An observation confinement is a short stay in an acute care hospital where the patient is observed to determine the need for full inpatient admission. These confinements are generally 23 hours in length or less and billed by the facility at less than the normal room & board rate.

Oncology Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with cancer.

Outpatient Behavioral Health Review:

The process of reviewing non-acute levels of care, where the condition does not require an acute inpatient stay. This review includes partial hospitalization programs (PHP), also referred to as day hospitals. Treatment usually is six hours per day and at least five days per week. This level is usually used post-acute inpatient to transition the patient to home in a structured level of care. This review also includes intensive outpatient treatment (IOP). Usually three hours in the evening. Number of days per week varies from three to six. This is less restrictive than PHP, but gives the patient intense education and therapy. The service can also be used post inpatient for those that do not require the more restrictive, structured PHP. Review may include outpatient therapy sessions. See Exhibit 2 for identified services.

Outpatient Surgical Review:

The process of validating the medical necessity or a proposed outpatient surgical procedure.

Potential Shock Loss Notification:

Written notification to THE CLAIM PAYER only, of potential high dollar claims cases, when such cases are identified and based solely upon the information made available to HINES. Identification is not made based on claim history, but rather on the diagnosis or information made available to HINES regarding the potential treatment plan. By providing this Notification, HINES is not assuming any obligation for THE GROUP or the administrator/THE CLAIM PAYER to notify the MGU/stop loss carrier or reinsurer of a potential high dollar claim. This Notification is sent as a courtesy only and does not imply that HINES is assuming, or intends to assume, any liability for the Notification or the failure to provide such Notification.

Preadmission Review or Precertification or Utilization Review:

The process of validating the medical necessity of a proposed or emergent acute inpatient hospital admission.

Quarterly Data Reports:

Reports compiled from the data accumulated during a given "quarter" reflecting the utilization review activity of a specific employee group or claims administrator. Reports can be customized to meet specific needs of the customer.

Retrospective Review:

The process of validating the medical necessity and appropriateness of a hospital confinement or a procedure after the patient has been confined or the procedure has been completed. Retrospective reviews are generally done by medical record review. Retrospective reviews for dates of service prior to the contract start date or after the member or group has terminated will be charged hourly.

Skilled Nursing Facility:

An institution or distinct part of an institution designed for the person who needs short-term, comprehensive inpatient care following an acute illness, injury, exacerbation of an existing disease process, or post operative care. The patient must require the services on a daily basis, the care must be prescribed by a physician, and must require the skills of qualified technical or professional health personnel.

Service Agreement Exhibits

The Exhibits to the Agreement, whereby THE GROUP agrees to pay HINES its fee in exchange for receiving the SERVICES described herein.

Stop Loss Research Report:

A prospective detailed report that anticipates Health Care needs and estimates the cost of expected services over a designated period of time, for a specific enrollee with a specific diagnosis. This report is provided at an additional fee.

Transplant Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with organ transplant conditions.

**EXHIBIT 2
CITY OF STATESBORO**

This Exhibit of the Service Agreement is effective beginning January 1, 2017.

\$2.05 Utilization Review Per Employee Per Month Billing**

Acute Inpatient Medical/Surgical and Behavioral Health Review

- Preadmission Review	Large Case Management Identification
- Concurrent Review	Network Channeling
- Retrospective Review	Quarterly Data Reports

Discharge Planning Support
Outpatient Surgical Review except when performed in a doctor's office
Skilled Nursing Facility
Behavioral Health Residential Stays

Chemotherapy, Dialysis and Radiation and are billed at the applicable hourly case management / specialty case management fees. All physician reviews are billed at the hourly Physician Review fee.

REPORTING:

- Quarterly Reports Included
- Ad Hoc Reports – Varying Pricing

OTHER SERVICE FEES AS OF January 1, 2017:

- **Large Case Management fee (in 10 minute increments)–\$125.00 per hour**
The following SERVICES are billed at the hourly large case management fee: Durable Medical Equipment over \$500, Inpatient Hospice, Any treatment in a specialty center, and HBOT. If at any point a physician review is required, SERVICES will be charged at the current Physician Review Fee rate. Charges for record acquisition will be passed through to THE GROUP/THE CLAIM PAYER.
- **Stop Loss Research Report fee (in 10 minute increments)–\$135.00 per hour**
- **Nurse Consultation fee (in 10 minute increments)–\$135.00 per hour**
- **Physician Review fees (in 15 minute increments)–\$450.00 per hour**
Includes Peer Review for medical necessity with a minimum 30 minute charge; Appeals; Retrospective Reviews requiring a Physician review and/or any other Physician Consultation. Charges for record acquisition will be passed through to THE GROUP/THE CLAIM PAYER with a minimum 30 minute charge.

SPECIALTY CASE MANAGEMENT SERVICE FEES AS OF January 1, 2017:

- **BABESM Critical Care Neonatal Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Dialysis Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **High Risk Obstetrical Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Oncology Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Behavioral Health Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Transplant Case Management fee (in 10 minute increments)–\$135.00 per hour**

RECORD ACQUISITION

Charges for record acquisition from a provider or record company will be passed through.

****These are the contracted SERVICES as relayed to HINES.
Any additional SERVICES included in the plan document may affect the pricing structure.**

**THE GROUP agrees to notify HINES of any changes
in Stop Loss carrier, broker, consultants and/or plan documents.**

On behalf of THE GROUP, I acknowledge the SERVICES, fees and term of this Service Agreement.

Name: _____, Title: _____
CITY OF STATESBORO

Date



Cally Dean
6101 Carnegie Blvd, Suite #500
Charlotte, NC. 28209

704.442.4104 Telephone
cally.dean@optum.com

October 6, 2016

www.myoptumhealthcomplexmedical.com

Policyholder: City of Statesboro
Policy Date: January 1, 2017 to December 31, 2017
Policy Number: 1000859
Premium Due Date: January 1, 2017

The Policyholder has selected the following critical care benefits plan: Optum's Managed Transplant Program

	Current	Renewal
Premium Rates:	\$5.42/Single	\$4.87/Single
	\$13.02/Family	\$11.69/Family
Commissions:	0%	0%

Please notify Optum if you have any changes in your Third Party Administrator, Case Management or Agent of Record. This will allow Optum to continue to administer the Managed Transplant Program without disruption.

By signing this document I agree to renew the Managed Transplant Program policy.

(Signature)

(Title)

(Date)



City of Statesboro

Census Information

SINGLE	116
FAMILY	<u>140</u>
TOTAL	256

	Current Best Re	Renewal Cabot <u>National Health Insurance</u>	Orien Risk	DHR Management	Creative Risk Underwriters
<u>Insurance Carrier</u>	<u>Everest Re</u>	<u>Company</u>	<u>American Fidelity</u>	<u>US Fire</u>	<u>GMIC</u>
Specific Deductible	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Specific Contract	12/15	12/15	12/15	12/15	12/15

PREMIUM

Single	51.48	64.43	69.50	112.30	64.43
Family	127.97	173.25	172.76	300.89	173.25

STOP LOSS PLACEMENT FEE

	8.00	8.00	8.00	8.00	8.00
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TRANSPLANT POLICY

Single	5.42	4.87	4.87	4.87	4.87
Family	13.02	11.69	11.69	11.69	11.69

ADMINISTRATION FEES

Admin - Medical	11.00	11.00	11.00	11.00	11.00
Admin - Dental	1.00	1.00	1.00	1.00	1.00
Admin - COBRA	0.00	0.00	0.00	0.00	0.00
Admin - Vision	0.00	0.00	0.00	0.00	0.00
Precert	2.05	2.05	2.05	2.05	2.05
PPO	0.00	0.00	0.00	0.00	0.00
BROKER	4.00	4.00	4.00	4.00	4.00
Mo. Agg Accommodation	0.00	0.00	0.00	0.00	0.00
Total Annual Administration	55,449.60	55,449.60	55,449.60	55,449.60	55,449.60

AFFORDABLE CARE ACT

Transitional Reinsurance Fee	19,018.32	12,196.35	12,196.35	12,196.35	12,196.35
PCORI Fee	627.96	1,303.64	1,303.64	1,303.64	1,303.64
	19,646.28	13,499.99	13,499.99	13,499.99	13,499.99

Total Stop Loss / Admin Fixed Cost

	415,739.88	500,690.39	506,924.63	781,760.63	500,690.39
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LASERS

CLEARED

CLEARED



TBR
Taylor Benefit Resource

CLIENT NAME:	City of Statesboro	CARRIER:	National Health Insurance Company
SINGLE	116	MGU:	Cabot
EE + Spouse	0	AGENT:	Glenn Davis & Assoc.
EE + Child(ren) Rate	0		
FAMILY	140	EFFECTIVE:	01/01/17
TOTAL	256		

SPECIFIC 60,000 12/15 AGG 0

<u>STOP-LOSS</u>		<u>MONTHLY</u>	<u>Annually</u>
Single Rate	66.70	7,737.20	
EE + Spouse Rate	0.00	0.00	
EE + Child(ren) Rate	0.00	0.00	
Family Rate	175.39	24,554.60	
		32,291.80	387,501.60
<u>STOP-LOSS PLACEMENT FEE</u>	8.00	2,048.00	24,576.00
<u>AGGREGATE PREMIUM</u>	0.00	0.00	0.00

<u>ADMINISTRATION</u>		<u>MONTHLY</u>	
Admin - Medical	11.50	2,944.00	
Admin - Dental	1.00	256.00	
Admin - COBRA	0.00	0.00	
Admin - Vision	0.00	0.00	
Precert	2.05	524.80	
PPO	0.00	0.00	
BROKER	4.00	1,024.00	
Mo. Agg Accommodation	0.00	0.00	
		4,748.80	56,985.60

MONTHLY TRANSPLANT PREMIUM 2,201.52 26,418.24

<u>AFFORDABLE CARE ACT</u>		<u>MONTHLY</u>	
Transitional Reinsurance Fee	27.0004	1,016.36	12,196.35
PCORI Fee	2.18	108.64	1,303.64
		1,125.00	13,499.99

<u>CLINIC COST</u>	0	0.00	0.00
<u>LOAN COST</u>	0	0.00	0.00
		0.00	0.00

TOTAL FIXED COST 42,415.12 508,981.43

(Stoploss + Administration)

<u>CLAIMS LIABILITY</u>		<u>MONTHLY</u>	
Single - Expected	0.00	0.00	
EE + Spouse - Expected	0.00	0.00	
EE + Children - Expected	0.00	0.00	
Family - Expected	0.00	0.00	
Expected Claims		0.00	0.00

Single - Maximum	0.00	0.00	
EE + Spouse - Maximum	0.00	0.00	
EE + Children - Maximum	0.00	0.00	
Family - Maximum	0.00	0.00	
Maximum Claims (25% Corridor)		0.00	0.00

(Fixed Cost + Claims) MONTHLY ANNUALLY
MAXIMUM COST 42,415.12 508,981.43

Expected Cost \$42,415.12 508,981.43

<u>Transplant Coverage</u>		<u>MONTHLY</u>	
Single Rate	4.87	564.92	
EE + Spouse Rate	0.00	0.00	
EE + Child(ren) Rate	0.00	0.00	
Family Rate	11.69	1,636.60	
Administration Fee	0.00	0.00	
		2,201.52	
			ANNUAL 26,418.24

<u>Total Cost</u>	<u>Max Cost</u>	<u>Exp Cost</u>	<u>Cobra Rates</u>
Single	127.30	127.30	662.00
EE + Spouse	0.00	0.00	0.00
EE + Children	0.00	0.00	0.00
Family	242.81	242.81	1527.00

Lasers CLEARED

Employer _____
Signature: _____ Date: _____

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5

Jan J. Moore, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager

From: Jason Boyles, Director of Public Works and Engineering
David Campbell, Assistant City Engineer

Date: 12/22/2016

RE: Bid '2016-11 Stormwater Shelter', STM-9

Policy Issue: Purchasing

Recommendation:

Two lump sum bids for the referenced project were received as follows:

Contractor	Base Bid	Alternate	Total
Hawk Construction	\$119,580.00	\$43,310.00	\$162,890.00
Tippins-Polk Construction	\$169,800.00	\$37,600.00	\$207,400.00

The low bidder, Hawk Construction, meets the requirements of the bid package and submitted an acceptable bid, including performance and payment bonds. Staff recommends award to Hawk Construction in the amount of \$162,890.00.

Background:

Base bid includes construction of a 30'6"x80' open shelter addition with enclosed office/crew room. Alternate pricing was provided for an additional 35'6"x38' open shelter. Shelters provide storage for equipment and materials.

Budget Impact:

The low bid received by Hawk Construction exceeds the CIP budget of \$100,000. However, savings realized from assistance by City GIS staff on STM-1, Master Planning, and by delaying STM-3, Regional Detention Facilities (\$100,000), as needed, will provide the additional necessary funds for this project total.

Council Person and District:

Phil Boyum, District 1

Attachments: N/A

CITY OF STATESBORO

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

To: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager

From: Darren Prather, Central Services Director

Date: 12-23-2016

RE: State of GA Contract Purchase—Crew Cab Truck/PW-Streets Div

Policy Issue: None

Recommendation: We recommend the purchase of a cab & chassis truck for the Streets Division of Public Works in the amount of \$29,850.00 from Allan Vigil Ford per the State of GA contract # SWC 99999-SPDES49199373-0002.

Background: \$29,850.00 off GA State Contract #SWC 99999-SPD-ES49199373-0002. \$40,000 was budgeted in FY 2017 for this item and the purchase will be funded using the GMA Lease Pool. This item is budget under CIP# ENG-STS-80. This will replace an existing unit that will be brought before Council to be declared surplus at a later date. This truck will be used in a landscape servicing application.

Budget Impact: \$29,850.00 with the remaining amount of the \$40,000 budgeted going towards up fitting the landscape body and safety equipment required for this vehicle. This is funded by the GMA Lease Pool.

Council Person and District: All

Attachments: None

CITY OF STATESBORO

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

**To: Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager**

From: Darren Prather, Central Services Director

Date: 12-23-2016

RE: Recommendation of a Contract with Bulloch County for High-resolution Aerial Photography for use by our GIS Department to provide an increased level of service to our Utilities and the Citizens of Statesboro.

Policy Issue: None

Recommendation:

This amount represents the additional cost to provide high-resolution aerial photography for the City of Statesboro as none of the base charge paid by the County is included in this total. This high-resolution is needed to service our utilities, structures and residential/commercial development within the City. The low-resolution does not give enough detail for accurate useable information due to the complexity and denseness within the City limits. We recommend Council approve the Mayor to sign this agreement with Bulloch County to provide high-resolution aerial photography in the amount of \$23,141.75 with the first payment of \$7,714.71 being due immediately and the next two payments being due as a part of fiscal years 2018 and 2019. If approved, this would be funded, on a percentage basis, by City departments utilizing this product.

Background: The City of Statesboro wishes to enter into a reimbursement contract with Bulloch County for the purpose of obtaining the use of aerial photography to assist with the City of Statesboro's GIS program. The County has a contract with Pictometry International Corporation for low-resolution aerial photography covering all of Bulloch County including the City. While we have use of the basic low-resolution aerial photography of the City of Statesboro, due to the dense development, the City is in need of a high-resolution product. Due to this fact, we wish to reimburse the County and have their selected contractor, who is doing aerial photography of the County in February, provide the City with a high-resolution product for our use. We will benefit from a volume discount since this company is doing aerial photography of the complete County and can perform this high-resolution photography at the same time. The City of Statesboro's GIS Division recently provided a demonstration to Administration and Department Heads as to the necessity and usefulness of this high-resolution product. The additional cost of this high-resolution would be the source of reimbursement payments to the County in a three year total amount of \$23,141.75.

Budget Impact:

FY 2017:	\$ 7,714.71
FY 2018 :	\$ 7,713.52
FY 2019 :	\$ 7,713.52
Total (3Years):	\$ 23,141.75

Council Person and District: All

Attachments: None