



December 6th , 2016 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Mayor Jan Moore
3. Recognitions/Public Presentations
 - A) Presentation from Marlethia Lawrence, FEMA Crisis Counselor at Pineland BHDD
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
6. Consideration of a Motion to Approve a Resolution to Change the name of the Veterans Administration Clinic in Statesboro to the Ray Hendrix Clinic
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 last 5 Years</u>
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 613Northside 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 Dept. of Revenue, Sale to Underage
August 20, 2014
March 03, 2016
SPD, Sale to Underage

8. 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
9. 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).
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

16. 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.
17. Consideration of a Motion to Approve **Resolution 2016-42**: A Resolution Amending the Rules and Regulations Governing Water and Sewer Utility Procedures.
18. 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.
19. 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.
20. Consideration of a Motion to approve the employment contract between the Mayor and City Council and I Cain Smith as the new City Attorney.
21. Other Business from City Council
22. City Managers Comments
 - A) Discussion of proposed changes to Chapter 6 (Alcohol Ordinance
 - B) Update on City of Statesboro Personnel Policy
23. Public Comments (General)
 - A) John Hunter request to comment on animal control
 - B) Yantii Johnson request to comment on transportation in the City
24. Consideration of a Motion to enter into Executive Session to discuss "Potential Litigation" in accordance with **O.C.G.A. §50-14-3 (2012)**
25. Consideration of a Motion to Adjourn

What Services Are Funded by the CCP?

- **Individual Crisis Counseling**—Helps survivors understand their reactions, improve coping strategies, review their options, and connect with other individuals and agencies that may assist them
- **Basic Supportive or Educational Contact**—General support and information on resources and services available to disaster survivors
- **Group Crisis Counseling**—Group sessions led by trained crisis counselors who offer skills to help group members cope with their situations and reactions
- **Public Education**—Information and education about typical reactions, helpful coping strategies, and available disaster-related resources
- **Community Networking and Support**—Relationship building with community resource organizations, faith-based groups, and local agencies
- **Assessment, Referral, and Resource Linkage**—Adult and child needs assessment and referral to additional disaster relief services or mental health or substance abuse treatment
- **Development and Distribution of Educational Materials**—Flyers, brochures, tip sheets, educational materials, and Web site information developed and distributed by CCP staff
- **Media and Public Service Announcements**—Media activities and public messaging in partnership with local media outlets, State and local governments, charitable organizations, or other community brokers of information

Questions?

If you would like to know more about the CCP, its eligibility criteria, and its application requirements, please contact the SAMHSA Disaster Technical Assistance Center (DTAC).

SAMHSA DTAC

Toll-Free: 1-800-308-3515
E-Mail: dtac@samhsa.hhs.gov

<http://www.samhsa.gov/dtac>

Crisis Counseling Assistance and Training Program (CCP)



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Substance Abuse and Mental Health Services Administration
Center for Mental Health Services
www.samhsa.gov



FEMA



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FEMA

What Is the Mission of the CCP?

The mission of the Crisis Counseling Assistance and Training Program (CCP) is to assist individuals and communities in recovering from the challenging effects of natural and human-caused disasters through the provision of community-based outreach and psychoeducational services.

What Is the CCP?

The CCP is composed of two grant programs:

- Immediate Services Program (ISP)—60 days in duration
- Regular Services Program (RSP)—9 months in duration

The CCP is:

- Authorized under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)
- Funded by the Federal Emergency Management Agency (FEMA)
- Requires a Presidential declaration of disaster for Individual Assistance for short-term behavioral health support when disaster response needs are beyond States' capacity
- Administered through an interagency Federal partnership between FEMA and the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Mental Health Services
- Culturally competent, understanding, respectful, and sensitive to the cultural makeup of communities served

Who Can Provide CCP Services?

- States, U.S. Territories, and federally recognized tribes are eligible to apply for a CCP grant
- Services are typically provided to the affected areas by behavioral health organizations through contracts with a State's department of mental health
- A combination of mental health professionals and paraprofessionals, who are trained and supervised to deliver an array of crisis counseling services
- CCP staff are usually indigenous to the affected communities and are sometimes survivors themselves

What Are the Goals of the CCP?

The CCP strives to:

- Reach large numbers of people affected by disasters through face-to-face outreach to shelters, homes, and other locations
- Assess the emotional needs of survivors and make referrals to traditional behavioral health services when necessary
- Identify tangible needs and link survivors to community resources and disaster relief services
- Provide emotional support, education, basic crisis counseling, and connection to familial and community support systems
- Train and educate CCP staff and other community partners about disaster

reactions, appropriate interventions, and CCP services

- Develop partnerships with local disaster and other organizations
- Work with local stakeholders to promote community resilience and recovery
- Collect and evaluate data to ensure quality services and justify program efforts
- Leave behind a permanent legacy of improved coping skills, educational and resource materials, and enhanced community linkages

What Are the Key Principles of the CCP Model?

CCP is:

- Strengths Based—CCP services promote resilience, empowerment, and recovery
- Anonymous—Crisis counselors do not classify, label, or diagnose people; no records or case files are kept
- Outreach Oriented—Crisis counselors deliver services in the communities rather than wait for survivors to seek their assistance
- Conducted in Nontraditional Settings—Crisis counselors make contact in homes and communities, not in clinical or office settings
- Designed To Strengthen Existing Community Support Systems—The CCP supplements, but does not supplant or replace, existing community systems



**CITY OF STATESBORO
Council Minutes
November 15, 2016**

A regular meeting of the Statesboro City Council was held on November 15th, 2016 at 5:30p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Alvin Leaphart. Councilman John Riggs was absent.

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

The Invocation and Pledge of Allegiance was led by Councilman Jeff Yawn

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes**
 - a) 11-01-2016 Council Minutes**

Councilman Chance made a motion, seconded by Councilman Yawn to approve the consent agenda in its entirety. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote

Public Hearing and Consideration of a Motion to Approve Alcohol License Application:

- A) Quick Shop**
 - Karan Patel**
 - 301 N Main Street**
 - Statesboro Ga 30458**

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Karan Patel was sworn in by Mayor Moore. Interim Police Chief Rob Bryan stated the previous owner of the business was cited in 2014 and 2015 with alcohol violations but there is no connection with the current owner. Chief Bryan stated there were no objections for the approval of the application.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to approve the alcohol application. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 16-10-01: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 1 acre of property located at 115 Continental Road from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000013 000).

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 16-10-02: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 8.21 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 000).

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 16-10-03: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for a .5 acre parcel located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 002).

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 16-11-02: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 4.8 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 001).

Councilman Chance made a motion, seconded by Councilman Yawn to open the public hearing for application RZ 16-10-01, RZ 16-10-02, RZ 16-10-03 and RZ 16-11-02.

Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Director of Planning and Zoning Frank Neal presented the details for application RZ 16-10-01;, RZ 16-10-02, RZ 16-10-03 and RZ 16-11-02.

Marc Bruce representing J.C. Lewis and Walter Lewis were present. They spoke in favor of the request.

Councilman Yawn made a motion, seconded by Councilman Chance to close the public hearing for application RZ 16-10-01, RZ 16-10-02, RZ 16-10-03 and RZ 16-11-02.

Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Yawn made a motion, seconded by Councilman Chance to approve APPLICATION # RZ 16-10-01: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 1 acre of property located at 115 Continental Road from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000013 000). Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to Approve: **APPLICATION # RZ 16-10-02**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 8.21 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 000). Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to approve **APPLICATION # RZ 16-10-03**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for a .5 acre parcel located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 002). Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to approve **APPLICATION # RZ 16-11-02**: Marc Bruce on behalf of J.C. Lewis Investment Company, LLC requests a zoning map amendment for 4.8 acres of property located at 0 Veterans Memorial Parkway from CR (Commercial Retail) zoning district to HOC (Highway Oriented Commercial) zoning district to permit a retail new and used automobile dealership at the location (Tax Parcel # MS42 000012 001).

Public Hearing and Consideration of a Motion to Approve: APPLICATION # V 16-09-02: Beacon Place Statesboro, LLC requests a variance from Article XV Section 1509(C) Table 3 regarding maximum allowed height for the installation of a monument sign at 0 S&S Railroad Bed Road (Tax Parcel # 107 000005 007).

Councilman Yawn made a motion, seconded by Councilman Chance to open the public hearing. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Josh Whitfield, Whitfield Signs, spoke in favor of the request.

Councilman Chance made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Yawn made a motion, seconded by Councilman Jones to approve **APPLICATION # V 16-09-02**: Beacon Place Statesboro, LLC requests a variance from Article XV Section 1509(C) Table 3 regarding maximum allowed height for the installation of a monument sign at 0 S&S Railroad Bed Road (Tax Parcel # 107 000005 007). Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # V 16-10-06: Compassion Christian Church requests a variance from Article XV Section 1509(C) Table 3 regarding the maximum aggregate sign area and maximum square feet allowed for installation of a monument sign and building signs at 0 Cawana Road (Tax Parcel # 107 000004 000).

Councilman Chance made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Josh Whitfield, Whitfield Signs, spoke in favor of the request.

Councilman Phil Boyum joined the meeting at 5:50 pm.

Councilman Chance made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to approve APPLICATION # V 16-10-06: Compassion Christian Church requests a variance from Article XV Section 1509(C) Table 3 regarding the maximum aggregate sign area and maximum square feet allowed for installation of a monument sign and building signs at 0 Cawana Road (Tax Parcel # 107 000004 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 16-10-05: Ray Hendley requests a zoning map amendment for a 1.19 acre parcel located at 453 South College Street from R20 (Single-Family Residential) zoning district to R4 (High Density Residential District) zoning district to permit the construction of five (5) one-bedroom cottages (Tax Parcel # S21 000006 000).

Councilman Jones made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Brian Davis representing Hendley Properties spoke in favor of the request. Rich Curlin stated he was no against the request but was concerned with the traffic at the intersection. Jason McCoy also stated he was not opposed to the request but was concerned with the traffic and the traffic flow. Mr. Curlin and Mr. McCoy also stated that cars were not stopping at the stop signs.

Councilman Chance made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Yawn made a motion, seconded by Councilman Jones to approve APPLICATION # RZ 16-10-05: Ray Hendley requests a zoning map amendment for a 1.19 acre parcel located at 453 South College Street from R20 (Single-Family Residential) zoning district to R4 (High Density Residential District) zoning district to permit the construction of five (5) one-bedroom cottages (Tax Parcel # S21 000006 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # V 16-11-01: Ray Hendley requests a variance from Article XXII Sec. 2203.1(A) regarding the minimum size dwelling requirements and a variance from Article VI Sec. 603(A)(1) regarding the minimum rear yard setback for the parcel located at 453 South College Street (Tax Parcel # S21 000006 000).

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Brian Davis representing Hendley Properties and Rick Curlin spoke in favor of the request.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Jones made a motion, seconded by Councilman Yawn to approve APPLICATION # V 16-11-01: Ray Hendley requests a variance from Article XXII Sec. 2203.1(A) regarding the minimum size dwelling requirements and a variance from Article VI Sec. 603(A)(1) regarding the minimum rear yard setback for the parcel located at 453 South College Street (Tax Parcel # S21 000006 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # DSDA 16-10-002: AgSouth Farm Credit requests the demolition of a structure located at 20 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000022 000).

Public Hearing and Consideration of a Motion to Approve: APPLICATION # DSDA 16-10-001: AgSouth Farm Credit requests the demolition of a structure located at 0 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000021 000).

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing for APPLICATION # DSDA 16-10-001 and APPLICATION # DSDA 16-10-002.

Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Attorney Bob Mikell, representing Ag South, spoke in favor of the request. Also present was John Rule and Phyllis Thompson who spoke in favor the request.

Councilman Chance made a motion, seconded by Councilman Yawn to close the public hearing for APPLICATION # DSDA 16-10-001 and APPLICATION # DSDA 16-10-002.

Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion, seconded by Councilman Yawn to approve **APPLICATION # DSDA 16-10-002:** AgSouth Farm Credit requests the demolition of a structure located at 20 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000022 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion, seconded by Councilman Chance to approve **APPLICATION # DSDA 16-10-001:** AgSouth Farm Credit requests the demolition of a structure located at 0 East Vine Street, a property located within the boundaries of the Downtown District. Article XXX Section 3003 of the Statesboro Zoning Ordinance requires a finding of necessity for the demolition of structures deemed worthy of preservation by City Council (Tax Parcel # S29 000021 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

16. Public Hearing and Consideration of a Motion to Adopt Resolution 2016-41: A Resolution Authorizing the Abandonment and Relocation of a Public Right of Way, Specifically the Unnamed Paved Alley Connecting East Vine Street to East Cherry Street.

Councilman Boyum made a motion seconded by Councilman Jones to open the public hearing for Resolution 2016-41: A Resolution Authorizing the Abandonment and Relocation of a Public Right of Way, Specifically the Unnamed Paved Alley Connecting East Vine Street to East Cherry Street. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Attorney Bob Mikell spoke in favor of the request.

Councilman Chance made a motion seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Chance made a motion seconded by Councilman Yawn to approve **Resolution 2016-41:** A Resolution Authorizing the Abandonment and Relocation of a Public Right of Way, Specifically the Unnamed Paved Alley Connecting East Vine Street to East Cherry Street. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

17. Public Hearing and First Reading on Ordinance 2016-12: An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention).

Councilman Boyum made a motion seconded by Councilman Yawn to open the Public Hearing for the first reading on **Ordinance 2016-12:** An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Yawn made a motion seconded by Councilman Jones to close the Public Hearing for the first reading on **Ordinance 2016-12**: An Ordinance amending Chapter 42 of the Statesboro Code of Ordinances (Fire Protection and Prevention). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

18. Consideration of a Motion to Apply for the Georgia Department of Transportation's (GDOT) FY 2017 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2017, GDOT will allocate \$274,078.31 to the City of Statesboro if the City will commit to providing at least 30% matching funds.

Councilman Jones made a motion seconded by Councilman Boyum to apply for the Georgia Department of Transportation's (GDOT) FY 2017 Local Maintenance and Improvement Grant (LMIG), an annual program in which GDOT allocates transportation funds to local governments. For FY 2017, GDOT will allocate \$274,078.31 to the City of Statesboro if the City will commit to providing at least 30% matching funds. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

19. Consideration of a Motion to Adopt Resolution 2016-40 , A Resolution approving the City of Statesboro's proposed FY 2017 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) will be funded through 2013 SPLOST. The City has \$320,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2017.

Councilman Yawn made a motion seconded by Councilman Jones to Adopt **Resolution 2016-40**: A Resolution approving the City of Statesboro's proposed FY 2017 Street Resurfacing List, and further authorizing the Mayor to execute the GDOT LMIG Application. The City's share (at least 30% matching funds) will be funded through 2013 SPLOST. The City has \$320,000 in 2013 SPLOST funds allocated to Street Resurfacing in FY 2017. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

20. Consideration of a Motion to award the purchase of a new Caterpillar 304ECR mini-excavator with attachments per the Georgia State Contract in the amount of \$67,274.25. This machine is for use by the Stormwater Division of Public Works. This item is budgeted in FY 2017 in the amount of \$79,000.00 and is listed under CIP# STM-14 and will be funded through the GMA Lease Pool by Stormwater Fund revenues.

Councilman Chance made a motion seconded by Councilman Boyum to award the purchase of a new Caterpillar 304ECR mini-excavator with attachments per the Georgia State Contract in the amount of \$67,274.25. This machine is for use by the Stormwater Division of Public Works. This item is budgeted in FY 2017 in the amount of \$79,000.00 and is listed under CIP# STM-14 and will be funded through the GMA Lease Pool by Stormwater Fund revenues. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

21. Consideration of a Motion to Adopt Resolution 2016-36: A Resolution approving the Amended and Restated Gas Supply Contract between the City of Statesboro and Municipal Gas Authority of Georgia and authorizing the execution, delivery and performance of the Amended and Restated Gas Supply Contract, and for other purposes.

Councilman Chance made a motion seconded by Councilman Yawn to Adopt Resolution 2016-36: A Resolution approving the Amended and Restated Gas Supply Contract between the City of Statesboro and Municipal Gas Authority of Georgia and authorizing the execution, delivery and performance of the Amended and Restated Gas Supply Contract, and for other purposes. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

22. Discussion of Alcohol Administrative Hearings/Procedures.

City Attorney, Alvin Leaphart explained the basic rules and procedures for administrative hearings in accordance with Chapter 6 of the Code of Ordinances of the City of Statesboro.

23. Other Business from City Council: None

24. City Managers Comments
A) Update on the CDBG Grant

Director of Planning and Development Frank Neal gave an update on the \$500,000.00 CDBG for the street and drainage improvement. The designated areas for improvement will be on Kent Street, Lovett Street and Bryant Street.

Councilman Boyum made a comment stating this is our third major redevelopment downtown. A few years ago Council passed the TAD in order to encourage redevelopment downtown. Councilman Boyum stated he wants to challenge the Bulloch County Board of Commissioners and the Board of Education to vote on this TAD project and submit their participation in the support of the City of Statesboro's Blue Mile.

25. Public Comments (General): None

26. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" and/or "Potential Litigation" in accordance with O.C.G.A.§50-14-3 (2012)

At 7:30 pm Councilman Chance made a motion seconded by Councilman Jones to enter into Executive Session to discuss "Personnel Matters" and/or "Potential Litigation" in accordance with O.C.G.A.§50-14-3 (2012). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 9:00 pm Councilman Chance made a motion seconded by Councilman Yawn to exit Executive Session. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

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

27. Consideration of a Motion to Adjourn

Councilman Chance made a motion seconded by Councilman Yawn to adjourn the meeting. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The meeting was adjourned at 9:00 pm.



Resolution to Change the Name of the Veteran's Administration Clinic in Statesboro to the Ray Hendrix Clinic

Whereas Ray Hendrix was a Bulloch County citizen for more than 80 years, and

Whereas Ray Hendrix was a Korean War Era veteran, and

Whereas Ray Hendrix served in the National Guard serving 42 years with command sergeant major his highest rank, and was honored as Outstanding Soldier of Georgia through the State Merit System and,

Whereas Ray was the only person from Georgia to be nominated and honored as Legionnaire of the Decade and,

Whereas Ray served in the American Legion for over 60 years in many post, state and national positions including post, district and department commander, Judge Advocate of Post 90 and State of Georgia and elected National Executive Committeeman of Georgia, serving 10 years and,

Whereas he served a Governor-appointed position to the State Veterans Board through the VA Service Board for three 7-year terms; serving under three governors and, Ray was also appointed chairman of State Veterans Board and,

Whereas he helped, through the American Legion, organize a transport system for veterans needing to visit VA hospitals in Augusta and Dublin and,

Whereas Ray assisted in having a bus donated by the VFW and organized funding through the Hospital Authority of Statesboro-Bulloch County to pay drivers. The bus transported veterans to both Augusta and Dublin and,

Whereas with the American Legion, he has served as a contact to distribute wheelchairs, walkers and crutches to individuals in need and distributed flags to public schools and,

Whereas Ray worked diligently assisting in the collection of 5,000 signatures throughout the community to show the need/interest for a VA clinic and,

Whereas he campaigned with the VA in Washington and proposed the idea to Congress, which was eventually approved,

Be it resolved that we, members of the Statesboro, Georgia City Council, support the name change of the Veterans Administration Clinic in Statesboro to the Ray Hendrix Veterans Clinic in honor of all of the great work that Mr. Hendrix has done in support of Veterans and those in the Armed Services in our area and around the State of Georgia.

Jan J. Moore, Mayor

Sue Starling, City Clerk

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 9907
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Kunal Patel as
owner of Reema Inc
DBA Dixie Food Store
1495 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 6th of December, 2016 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Kunal Patel for the operation of the convenience store known as Dixie Food Store at 1495 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 November 2, 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 22nd DAY OF NOVEMBER, 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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Robert Cheshire, Deputy City Manager
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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 9914
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:

Clint Crews as
manager of Walgreen Co
DBA Walgreens #09257
613 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 6th of December, 2016 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Clint Crews for the operation of the store known as Walgreens #09257 at 613 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 November 2, 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 22nd DAY OF NOVEMBER, 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



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 9921
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Annette Jones as
manager of Wal Mart Stores East LP
DBA Wal Mart #754
147 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 6th of December, 2016 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Annette Jones for the operation of the store known as Wal Mart #754 at 147 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 November 2, 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 22nd DAY OF NOVEMBER, 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
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Jan J. Moore, Mayor
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Robert Cheshire, Deputy City Manager
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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 9938
RETURN RECEIPT REQUESTED
AND VIA REGULAR MAIL TO:**

Clyde Woolard as
Owner of Coastal Area Stores Inc
DBA Clyde's Market #76
17874 Fair Road
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 6th of December, 2016 at 9:00a.m.

The Mayor and City Council shall hear evidence as to whether the alcohol beverage license issued to Clyde Woolard for the operation of the convenience store known as Clyde's Market #76 at 17874 Fair Road, 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 November 2, 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 22nd DAY OF NOVEMBER, 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.

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: 40 East Grill
- 2. APPLICANT'S NAME: Hail Southern LLC
(Name of partnership, llc, corporation, or individual)
- 3. BUSINESS LOCATION ADDRESS: 40 East Main St STE# _____
- 4. BUSINESS MAIL ADDRESS: SAME
- CITY: Statesboro STATE: GA ZIP CODE: 30458
- 5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 764-4040
- CORPORATE OFFICE TELEPHONE NUMBER: _____
- 6. CONTACT NAME FOR BUSINESS: Woody Pumpkin
- 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 16-17

<u>CLASSIFICATION</u>	(Mark All That Apply)	<u>LICENSE FEE</u>
Class B, Retail Beer Package	<input type="checkbox"/>	875.00
Class C, Retail Wine Package	<input 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 checked="" 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 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: \$ 200.

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: Hail Southern
40 East Main St. 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: Linwood L. Pumphrey PHONE# 912-764-4040

FULL LEGAL NAME: Larry Carter PHONE# 912-764-4040

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.

40 East Main St
Statesboro 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.

Bob Avanti

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, Leonwood Ringer, 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.

Leonwood Ringer
 Print Full Name As Signed Below

[Signature] Owner
 Signature of Applicant Title

Nov 7, 16
 Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS 7th DAY OF Nov 2016
Clayne V. Waters
 NOTARY PUBLIC
 My Commission Expires: 01/31/19



Ordinance #2016-12
An Ordinance Amending Chapter 42 of the Statesboro Code of Ordinances
(FIRE PROTECTION AND PREVENTION)

WHEREAS, Section 3-6 of Article III of the Charter of the City of Statesboro grants the Mayor and City Council authority to establish departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city as well as prescribe the functions or duties of departments, and agencies of the city as necessary for the proper administration of the affairs and government of the city.

WHEREAS, Section 4-5 of Article IV of the Charter of the City of Statesboro grants the Mayor and City Council authority to fix and establish fire limits and from time to time to extend, enlarge, or restrict same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to fire fighting; and to prescribe penalties and punishment for violation thereof;

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 42 (FIRE PROTECTION AND PREVENTION) of the Code of Ordinances, City of Statesboro, Georgia;

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

SECTION 1:

Chapter 42 (FIRE PROTECTION AND PREVENTION) to the Code of Ordinances of the City of Statesboro is hereby amended in its entirety and shall read as follows:

Sec. 42-1 Fire Department Created

Sec. 42-2. Authority at Fires and Other Emergencies

Sec. 42-3. Fire codes adopted.

Sec. 42-4. - False fire alarms.

Sec. 42-5. - Parking in Fire lanes; Authority to prevent blocking of private ways and alleys.

Sec. 42-6. - Fees.

Sec. 42-7. - Construction Plans Approval.

Sec. 42-8. - Permits.

Sec. 42-9. - Hazardous materials response cost recovery.

Sec. 42-10. – Posting of Address

Sec. 42-11. – Emergency Services Repository Unit and Secured Access

Sec. 42-12. Fireworks

Sec. 42-13. Open Air Burning

Charter reference— Power of Mayor and Council to fix fire limits and to prescribe and enforce fire-safety regulations, § 4-5; Power of Mayor and Council to establish administrative and service departments, § 3-6

Sec. 42-1. Fire Department Created

There is created a Fire Department for the City of Statesboro. The Fire Department shall be composed of a Fire Chief and any officers or employees as deemed necessary. The Fire Chief shall be the Department Head of the Fire Department. Subject to the direction of the City Manager, the supervision and control of the department is vested in the Statesboro Fire Chief. The Fire Department may provide any and all services as allowed by this ordinance and by state law, and shall have all authority provided in this ordinance as well as all authority provided by the general laws of the State of Georgia.

Sec. 42-2. Authority at Fires and Other Emergencies

(1) The Fire Chief, or designated officer of the Fire Department in charge at the scene of a fire or other emergency involving the protection of life or property or any part thereof, shall have the authority to direct such operation as necessary to extinguish or control any fire, perform any rescue operation, investigate the existence of suspected or reported fires, gas leaks or other hazardous conditions or situations, or take any other action necessary in the reasonable performance of duty.

(2) In the exercise of such power, the Fire Chief or designee is authorized to prohibit any person, vehicle, vessel or thing from approaching the scene and is authorized to remove, or cause to be removed or kept away from the scene, any vehicle, vessel or thing which could impede or interfere with the operations of the Fire Department and, in the judgment of the Fire Chief or designee, any person not actually and usefully employed in the extinguishing of such fire or in the preservation of property in the vicinity thereof.

Sec. 42-3. Fire codes adopted.

(a) There is hereby adopted the following fire codes which are incorporated herein by reference as if fully written out in this section:

- (1) Pursuant to O.C.G.A. Section 25-2-1 et seq., and as may hereafter be amended, there is hereby adopted the state fire safety rules now and as may hereafter be promulgated by the Georgia Safety Fire Commissioner as set forth in Chapter 120-3-3 of Rules and Regulations of the State of Georgia State Fire Commissioner.
- (2) Pursuant to O.C.G.A. Section 8-2-20 and Section 8-2-25 and as may hereafter be amended, there is hereby adopted the International Fire Code (I.F.C.), including Chapter 1, Administration, as amended. As allowed in O.C.G.A. Section 8-2-25, the provisions of the International Fire Code are modified and amended in paragraphs (b) through (e) and Section 42-7 below.
- (3) O.C.G.A. Section 8-2-200 et seq., and as may hereafter be amended, is adopted by reference as if fully set forth herein.
- (4) Copies of the codes adopted in Paragraph (a) shall remain on file at the headquarters building of the Statesboro Fire Department.
- (5) All adopted Fire Codes shall be known as "Fire Codes." In the event the fire marshal determines that the provisions of the state fire safety rules and the provisions of the International Fire Code adopted hereinabove conflict, then the most restrictive provision as determined by the fire marshal shall govern.
- (6) Authority and Scope. The City of Statesboro is responsible for the application and enforcement of the Georgia State Minimum Fire Codes for any building, occupancy, premises or systems located in the City of Statesboro, as set forth in title 25-2-12(b), and in all jurisdictions with

whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services. The provisions of this chapter shall apply equally to both public and private property, and to all structures and their occupants, except as otherwise specified herein or by other applicable law. Employees of the Statesboro Fire Department are authorized to enforce all applicable state laws, regulations, and all applicable provisions of this Chapter within the corporate limits of the City of Statesboro, Georgia and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services.

- (7) Establishment of the Fire Prevention Division. The Fire Chief May establish a fire prevention division which shall be responsible for application and enforcement of all matters involving this Chapter and the fire codes therein adopted. If such a division is created the Fire Code Official, as described in 42-3(e)(1) shall head this division, and may have subordinate fire officials within the department. The Fire Chief shall have the authority to establish the titles and responsibilities of those employed in this division. For example, the Fire Chief could designate that the Fire Code Official's title as Fire Marshal and his fire official subordinates as Fire Prevention Officers.
- (b) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Marshal disapproves an application or refuses to grant a permit applied for, or when it is claimed that the provisions of the Chapter do not apply, or that the true intent and meaning of the fire codes have been misconstrued or wrongly interpreted, the applicant may appeal in writing the decision of the Fire Marshal to the Fire Chief, or his designee within five days of the Fire Marshal's decision. The Fire Chief shall respond in writing within ten days unless the Fire Chief finds that due diligence requires a greater amount of time to render a decision. If more time is needed by the Fire Chief to render a decision, the reasons and the amount of time needed will be provided to the appellant in writing within ten days of the filing of the appeal. The decision of the Fire Chief is final and may be appealed to the Superior Court by a petition for a writ of certiorari. .
- (c) Violations.
 - (1) Unlawful acts. It shall be unlawful for a person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize a building, occupancy, premises or system regulated by this Chapter, or cause same to be done, in conflict with or in violation of any of the provisions of this Chapter which includes the fire codes identified in Section 42-2-3.
 - (2) Notice of violation. When the fire code official finds building, occupancy, premises or system that is in violation of this Chapter which includes the fire codes identified in Section 42-2-3, the fire code official is authorized, but not required, to prepare a written notice of violation describing the conditions deemed unsafe and, when compliance is not immediate, specifying a time for reinspection.
 - (3) Service. A notice of violation issued pursuant to this Chapter shall be served upon the owner, operator, occupant, or other person responsible for the condition or violation, either by personal service, mail, or by delivering the same to, and leaving it with, some person of responsibility upon the premises. For unattended or abandoned locations, a copy of such notice of violation shall be posted on the premises in a conspicuous place at or near the entrance to such premises and the notice of violation shall be mailed by certified mail with return receipt requested or a certificate of mailing to the last known address of the owner, occupant or both.
 - (4) Compliance with orders and notices. A notice of violation issued or served as provided by this Chapter shall be complied with by the owner, operator, occupant or other person responsible for the condition or violation to which the notice of violation pertains.
 - (5) Prosecution of violations. If the notice of violation is not complied with promptly, the fire code official is authorized to request the legal counsel of the jurisdiction to institute the appropriate legal proceedings at law or in equity to restrain, correct or abate such violation or to require removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Chapter or of the order or direction made pursuant hereto. The fire code official shall also have authority to issue citations for violations of the Code of Ordinances of the City of Statesboro, and issue summons to appear in the Municipal Court of Statesboro.

- (6) Unauthorized tampering. Signs, tags or seals posted or affixed by the fire code official shall not be mutilated, destroyed or tampered with or removed without authorization from the fire code official.
 - (7) Violation penalties. Persons who shall violate any provision of this Chapter or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an offense punishable upon convictions in the Municipal Court of Statesboro as provided in Section 5-3 of the Charter of City of Statesboro. Each day that a violation continues after due notice has been served shall be deemed a separate offense.
 - (8) Abatement of violation. In addition to the imposition of the penalties herein described, the fire code official is authorized to institute appropriate action to prevent unlawful construction or to restrain, correct or abate a violation; or to prevent illegal occupancy of a structure or premises; or to stop an illegal act, conduct of business or occupancy of a structure on or about any premises.
 - (9) Stop Work Order.
 - a. Order. Whenever the fire code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the fire code official is authorized to issue a stop work order.
 - b. Issuance. A stop work order shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume.
 - c. Emergencies. Where an emergency exists, the fire code official shall not be required to give a written notice prior to stopping the work.
 - d. Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of an offense.
- (d) Unsafe Buildings.
- (1) General. If during the inspection of a premises, a building or structure or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official may issue such notice or orders to remove or remedy the conditions as may be deemed necessary in accordance with this section and may refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.
 - (2) Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance may be deemed an unsafe condition. A vacant structure which is not secured against unauthorized entry as required by Section 311 of the I.F.C. may be deemed unsafe.
 - (3) Structural hazards. When an apparent structural hazard is caused by the faulty installation, operation or malfunction of any of the items or devices governed by this code, the fire code official may immediately notify the building code official in accordance with this section.
 - (4) Evacuation. The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premises and shall not enter or re-enter until authorized to do so by the fire code official or the fire department official in charge of the incident.

- (5) Summary abatement. Where conditions exist that are deemed hazardous to life and property, the fire code official or fire department official in charge of the incident is authorized to abate summarily such hazardous conditions that are in violation of this code.
 - (6) Abatement. The owner, operator, or occupant of a building or premises deemed unsafe by the fire code official shall abate or cause to be abated or corrected such unsafe conditions either by repair, rehabilitation, demolition or other approved corrective action.
- (e) Enforcement.
- (1) Fire Code Official. The fire code official is authorized to render interpretations of fire codes and to make and enforce rules and supplemental regulations in order to carry out the application and intent of the provisions of said fire codes. These rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department. Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the provisions of said fire codes shall constitute a violation of this Chapter
 - (2) Enforcement Assistance. Police and other enforcement agencies shall have the authority to render necessary assistance in the enforcement of fire codes when requested to do so by the fire code official.
 - (3) Interference with Enforcement. Persons shall not interfere or cause conditions that would interfere with the fire code official carrying out any duties or functions prescribed in the fire codes.
 - (4) Fire Watch. The fire code official shall have the authority to require standby fire personnel or an approved fire watch when potentially hazardous conditions or a reduction in a life safety feature exists due to the type of performance, display, exhibit, occupancy, contest or activity, an impairment to a fire protection feature, or the number of persons present.
 - (5) Fire Watch Employment. The owner, agent, or leesee shall employ one or more qualified persons, as required and approved, to be on duty. Such standby personnel or fire watch personnel shall be subject to the fire code officials orders at all times and shall be identifiable and remain on duty during times such places are open to the public, when such activity is being conducted, or as required by the fire code official.

Sec. 42-4. - False fire alarms.

(a) No person shall open or break into any fire alarm box for the purpose of, or with the intention of, turning in a false alarm of fire.

(b) If the Fire Department determines that the fire alarm activation is the result of a fire alarm malfunction, the owner may be served within five (5) days a "Fire Alarm Activation Report" indicating that the activation was deemed to be the result of a fire alarm malfunction. The owner receiving said report shall be required to return a completed "Affidavit of Service/Repair" within thirty (30) days of said alarm activation which shall verify, to the satisfaction of the Statesboro Fire Department, that the fire alarm system in question has actually been examined by a qualified fire alarm technician and that a bona fide attempt has been made to identify the cause of the fire alarm malfunction and corrective action taken.

(c) Failure to return an "Affidavit of Service/Repair" within said thirty (30) day period, and which is satisfactory to the Statesboro Fire Department, may result in assessment against the owner of a nuisance fire alarm fee established pursuant Section 42-6. for failure to take corrective action. For each and every further response to a fire alarm activation that is the result of a fire alarm malfunction where the owner has failed to return an "Affidavit of Service/Repair" within said thirty (30) day period, an additional nuisance fire alarm established pursuant Section 42-6. for failure to take corrective action may be assessed against the owner.

Sec. 42-5. - Parking in Firelanes; Authority to prevent blocking of private ways and alleys.

- (a) Prohibition. It is prohibited for any person to stop, stand or park any motor vehicle in, or otherwise obstruct, any fire lane as described in this section.
- (b) Penalty. Unless otherwise provided for in the Schedule of Fines and Fees, the fine for any offense under this section shall be not less \$100.00.
- (c) Definitions. The following words, terms and phrases, when used in this paragraph, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Fire lane means an area designated by the fire official which provides access to fire department connections and fire hydrants and provides access for fire department vehicles to buildings. This includes all alleys, including private alleys, private ways or driveways, where parking of motor vehicles or other obstructions can interfere with ingress or egress of fire department vehicles and equipment.

Fire official means a fire officer or other designated authority or the fire officer's or authority's duly authorized representative charged with the administration and enforcement of the fire prevention code adopted in this chapter.

Master plat means an original plat drawn in accordance with this section.

Plat means a map created by the property owner and approved by the fire official which depicts the location and boundaries of land and all existing fire lanes in accordance with this section. Maps shall be drawn to scale.

Property owner means each person possessing any estate or leasehold right in the property being designated as a fire lane.

- (d) Authority. The fire chief or the chief's duly authorized fire official may properly designate fire lanes and prevent the blocking of any private alley, private way or driveway by the parking of automobiles or otherwise within the City of Statesboro and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services..
- (e) Posting of signs. The property owner is required to post signs meeting the following criteria in areas designated as fire lanes:
 - (1) Signs shall read: "No Parking—Fire Lane."
 - (2) Signs must meet design specifications furnished by the fire department.
 - (3) Signs shall be located no more than four feet from the edge of the curb, with one sign located at the beginning of the fire lane, one at the end of the fire lane, with additional signs spaced at such intervals along the fire lane that at least one sign is visible from any point along the fire lane from both directions of travel.
- (f) Painting of curbs. The fire chief or the chief's duly authorized fire official may order curbs adjacent to a fire lane to be painted red or another distinctive color.
- (g) Parking in fire lane. No person shall park, stand or stop any motor vehicle or place any other property in a fire lane; however, this section shall not apply to the parking of an authorized emergency vehicle.
- (h) Obstructing posted, private alley or driveway. Any person who shall park any vehicle of any character or place any other property in any private alley, private way or driveway which has been posted in accordance with this section or, any person owning or occupying property abutting the private alley, private way or driveway who shall cause or permit the placing of anything therein which would impede or block the passage of fire trucks and equipment shall be guilty of an offense.
- (i) Plats. Property which falls within City of Statesboro upon which fire lanes have been designated shall have all fire lane delineations visually depicted on a plat. These plats shall be designed by the property owner and submitted to the department of fire when notified to do so by a fire official. Each plat shall identify all building exterior walls, traffic and parking lanes and sidewalks. The areas to be designated as fire lanes shall be delineated in red ink. The plat shall state a scale of measurement and shall be on paper or series of pages of 8½ inches by 11 inches. The plat shall specify the name

of the property, the location of the property, a brief legal description of the property and the length and width of the fire lanes, as approved by the fire official with whom all master plats shall be filed.

- (j) Enforcement officials. Fire officials, police officers, code enforcement officers or other duly authorized law enforcement officials shall have the authority for enforcement of fire lanes. Fire officials, police officers, code enforcement officers, or other duly authorized officials may cause to be removed to the nearest authorized place of impound or other place of safety any unattended vehicle or other property left standing in violation of this section. If a vehicle is towed by the City of Statesboro subject to this section, the City shall be authorized to use a call list established by the Statesboro Police Department of designated towing agencies to arrange for towing. If no City of Statesboro equipment is available at the time of need for towing. The vehicle owner shall be charged for the towing and a daily impoundment storage fee at the same rate as provided for in section 6-15-6 (Fees for Standard Duty Wrecker Service on Police Nonconsensual Call Lists) for both towing by City of Statesboro towing agencies.
- (k) Notice of violation. Notwithstanding any other provisions of this Code, violations of this section may be enforced like all other ordinance violation by a notice of ordinance violation or citation and summons issued by any fire official, fire marshal police officer, or code enforcement officer as provided below:
 - (2) A notice of ordinance violation may be served by delivery into the hands of the suspected violator or by leaving the notice of ordinance violation at the suspected violator's residence with a person of suitable age and discretion residing therein, or by leaving the notice of ordinance violation at the suspected violator's place of business if the violation occurs at the business location, with a person of suitable age and discretion employed therein.
 - (3) Alternative to the provisions of subsection (2) above, a notice of ordinance violation may be served by substituted service as follows:
 - a. The notice of ordinance violation may be placed on the front windshield of the illegally-parked vehicle in a fashion reasonably calculated to secure the notice of ordinance violation in place. Notices served according to this subsection shall be conspicuously marked and placed in a waterproof packet.
 - b. The notice of ordinance violation may be served by securely attaching the notice of ordinance violation to the front door of the primary residential or business structure on the property served by the fire lane or to any other door to said structure reasonably appearing to provide the primary point of egress to said residence or business. A notice of ordinance violation served according to this subsection shall be posted on the upper part of the door, shall be conspicuously marked and shall be placed in a waterproof packet.
 - (4) Violators may respond to a notice of ordinance violation either by signing the notice and returning the notice along with payment of the fine indicated thereon to the Municipal Court of City of Statesbor by the date indicated on the notice or by appearing in the Municipal Court to plead not guilty to the charged violation at the date and time provided on the notice. No proceedings for contempt or arrest shall be initiated for failure to appear on the return date on the notice.
 - (5) Violators who fail to respond to a notice of ordinance violation as provided for in subsection (4) above may thereafter be served personally with an ordinance violation citation or accusation, and criminally prosecuted as provided for other ordinance violations
- (l) Section not exclusive. The infliction of a penalty under the provisions of this section shall not prevent the revocation of any permit or license or the taking of other punitive or remedial action where called for or permitted under the provisions of the Charter of the City of Statesboro.

Sec. 42-6. - Fees.

The fees for any license, permit, or certificate listed in this Chapter or for any other service provided by the Statesboro Fire Department shall initially be set by resolution, and then from time to time amended by Mayor and City Council by incorporating and amending the Schedule of Fines and Fees adopted by the Mayor and City Council.

Sec. 42-7. - Construction Plans Approval.

- (a) It shall be unlawful to construct, erect, or alter any building, occupancy, premises or system regulated by this Chapter, which includes the fire codes identified in Section 42-2-3, or cause same to be done without construction documents approval by the fire chief or his designee for fire department accessibility, fire hydrant requirements, Life Safety Code requirements for assembly occupancies, and flammable and combustible liquid tank installations. Construction documents shall be in accordance with the requirements below:
 - (1) Submittals. Construction documents shall be submitted in one or more sets and in such form and detail as required by the fire code official. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed.
 - (2) Information on construction documents. Construction documents shall be drawn to scale upon suitable material. Electronic media documents are allowed to be submitted when approved by the fire code official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations as determined by the fire code official.
 - (3) Applicant responsibility. It shall be the responsibility of the applicant to ensure that the construction documents include all of the fire protection requirements and that the shop drawings are complete and in compliance with the applicable codes and standards.
 - (4) Technical assistance. The fire code official shall be permitted to require a review by an independent third party with expertise in the matter to be reviewed at the submitter's expense. The independent reviewer shall provide an evaluation and recommend necessary changes of the proposed design, operation, process, or new technology to the fire code official.
 - (5) Engineering. The fire code official shall be authorized to require design submittals or plans to bear the stamp of a professional engineer.
- (b) Plan Compliance. The fire code official shall make the final determination as to whether the provisions of the fire codes have been met.
- (c) Approved documents. Construction documents approved by the fire code official are approved with the intent that such construction documents comply in all respects with the fire codes. Review and approval by the fire code official shall not relieve the applicant of the responsibility of compliance with the fire codes.
- (d) Corrected documents. Where field conditions necessitate any substantial change from the approved construction documents, the fire code official shall have the authority to require the corrected construction documents to be submitted for approval.
- (e) Retention of construction documents. One set of construction documents shall be retained by the fire code official until final approval of the work covered therein. One set of approved construction documents shall be returned to the applicant, and said set shall be kept on the site of the building or work at all times during which the work authorized thereby is in progress.
- (f) Occupancy prohibited before approval. The building or structure shall not be occupied prior to the fire code official issuing a permit or certificate that indicates that applicable provisions of the fire codes have been met.

- (g) Compliance with code. Approval of the construction plans shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of the fire codes or of any other ordinance of the jurisdiction. Permits or approval presuming to give authority to violate or cancel the provisions of the fire codes or other ordinances of the jurisdiction shall not be valid. Approval based on construction documents and other data shall not prevent the fire code official from requiring the correction of errors in the construction documents and other data. Any addition to or alteration of approved construction documents shall be approved in advance by the fire code official, as evidenced by the issuance of a new or amended permit.
- (h) Inspections. Any application for or acceptance of, any permit or certificate, requested or issued pursuant to fire codes shall constitute agreement and consent by the person making the application or accepting the permit or certificate to allow the fire code official to enter the premises at any reasonable time to conduct inspections. Before a certificate or permit is approved, the fire code official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with the fire codes or any operational constraints required.
- (i) Revocation. The fire code official is authorized to revoke a Certificate of Approval issued under the provisions of the fire codes when it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or construction documents on which the permit or approval was based including, but not limited to, any one of the following:
 - (1) The certificate is used for a location or establishment other than that for which it was issued.
 - (2) The certificate is used for a condition or activity other than that listed in the permit.
 - (3) Conditions and limitations set forth in the certificate have been violated.
 - (4) There have been any false statements or misrepresentations as to the material fact in the application or plans submitted or to obtain the certificate.
 - (5) The certificate is used by a different person or firm than the name for which it was issued.
 - (6) The holder of the certificate failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of the fire codes within the time provided therein, or to pay assessments for nuisance fire alarms as provided for in the Chapter.
 - (7) The certificate was issued in error or in violation of an ordinance, regulation or the fire codes.

Sec. 42-8. - Permits.

- (a) General. Permits required by this Chapter shall issue in accordance with this section.
- (b) Permits required. Permits required by this chapter shall be obtained from the fire code official. Permit fees shall be paid prior to issuance of the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.
- (c) Kinds of Permits Authorized. The Fire Department shall be authorized to issue the following permits either as part of the construction plan approval process in Section 42-7, or on a case by case basis as needed.
 - (1) Fire Alarm System Permit
 - (2) Fire Pump Permit
 - (3) Hood Exhaust/Hood Suppression Permit
 - (4) Occupant Load Permit
 - (5) Sprinkler System Permit
 - (6) Standpipe System Permit
 - (7) Burn Permits
 - (8) Temporary consumer fireworks retail sales stand permits

- (9) Any permit identified in the Fire Codes that are within the jurisdiction of the City of Statesboro and the Fire Department to issue.
- (10) Any other permit established by Resolution of the Mayor and City Council after adoption of this ordinance deemed necessary for the administration and enforcement of the fire codes, or to address fire and life safety issues.
- (d) Permits for the same location. When more than one permit is required for the same location, the fire code official is authorized to consolidate such permits into a single permit provided that each provision is listed in the permit.
- (e) Application. Application for a permit required by this chapter shall be made to the fire code official in such form and detail as prescribed by the fire code official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official.
- (f) Refusal to issue permit. If the application for a permit describes a use that does not conform to the requirements of this chapter and other pertinent laws and ordinances, the fire code official shall not issue a permit, but shall return the application to the applicant with the refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reasons for refusal.
- (g) Inspection authorized. Before a permit is approved, the fire code official is authorized to inspect the receptacles, vehicles, buildings, devices, premises, storage spaces or areas to be used to determine compliance with this code or any operational constraints required.
- (h) Time limitation of application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned six months after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each if there is reasonable cause.
- (i) Action on application. The fire code official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the fire code official shall reject such application in writing, stating the reasons therefor. If the fire code official is satisfied that the proposed work or operation conforms to the requirements of this chapter and laws and ordinances applicable thereto, the fire code official shall issue a permit therefore as soon as practicable.
- (j) Conditions of a permit. A permit shall constitute permission to maintain, store or handle materials; or to conduct processes which produce conditions hazardous to life or property; or to install equipment utilized in connection with such activities; or to install or modify any fire protection system or equipment or any other construction, equipment installation or modification in accordance with the provisions of this code where a permit is required by this chapter. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions of this chapter or other applicable regulations or laws of the jurisdiction.
- (k) Expiration. A permit shall remain in effect until reissued, renewed, or revoked or for such a period of time as specified in the permit. Construction permits shall automatically become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee to recommence work, if any, shall be one-half the amount required for a new permit for such work, provided no changes have been made or will be made in the original construction documents for such work, and provided further that such suspension or abandonment has not exceeded one year. Permits are not transferable, and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued.
- (l) Extensions. A permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under that permit when work is unable to be commenced within the time required by this section for good and satisfactory reasons. The fire code official is authorized to grant, in writing, one or more extensions of the time period of a permit for

periods of not more than 90 days each. Such extensions shall be requested by the permit holder in writing and justifiable cause demonstrated.

- (m) Occupancy prohibited before approval. The building or structure shall not be occupied prior to the fire code official issuing a permit that indicates that applicable provisions of this code have been met.
- (n) Conditional permits. Where permits are required and upon the request of a permit applicant, the fire code official is authorized to issue a conditional permit to occupy the premises or portion thereof before the entire work or operations on the premises is completed, provided that such portion or portions will be occupied safely prior to full completion or installation of equipment and operations without endangering life or public welfare. The fire code official shall notify the permit applicant in writing of any limitations or restrictions necessary to keep the permit area safe. The holder of a conditional permit shall proceed only to the point for which approval has been given, at the permit holder's own risk and without assurance that approval for the occupancy or the utilization of the entire premises, equipment or operations will be granted.
- (o) Posting the permit. Issued permits shall be kept on the premises designated therein at all times and shall be readily available for inspection by the fire code official.
- (p) Compliance with chapter. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the fire code official from requiring the correction of errors in the construction documents and other data. Any addition to or alteration of approved construction documents shall be approved in advance by the fire code official, as evidenced by the issuance of a new or amended permit.
- (q) Information on the permit. The fire code official shall issue all permits required by this chapter on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.
- (r) Revocation. The fire code official is authorized to revoke a permit issued under the provisions of this chapter when it is found by inspection or otherwise that there has been a false statement or misrepresentation as to the material facts in the application or construction documents on which the permit or approval was based including, but not limited to, any one of the following:
 - (1) The permit is used for a location or establishment other than that for which it was issued.
 - (2) The permit is used for a condition or activity other than that listed in the permit.
 - (3) Conditions and limitations set forth in the permit have been violated.
 - (4) There have been any false statements or misrepresentations as to the material fact in the application for permit or plans submitted or a condition of the permit.
 - (5) The permit is used by a different person or firm than the name for which it was issued.
 - (6) The permittee failed, refused or neglected to comply with orders or notices duly served in accordance with the provisions of this code within the time provided therein, or has failed to pay assessments of nuisance fire alarm fees.
 - (7) The permit was issued in error or in violation of an ordinance, regulation or this code.

Sec. 42-9. - Hazardous materials response cost recovery.

- (a) Purpose. The purpose of this section is to establish uniform criteria for recovering costs associated with the emergency response of the Fire Department to hazardous materials incidents.
- (b) Definitions. For the purposes of this section, the following words or phrases shall have the meanings below:

Extra hazardous materials incident means a hazardous materials response that requires more apparatus, personnel, equipment, and/or supplies than was dispatched upon the initial response, and which extends for a period of less than three hours in duration.

Hazardous materials incident means a release or spill of any material considered to be dangerous to the general public or the environment (as defined by the Environmental Protection Agency, Georgia Department of Natural Resources, Georgia Fire Prevention Code).

Major hazardous materials incident means a hazardous materials response that requires more apparatus, personnel, equipment, and/or supplies than was dispatched upon the initial response, and which extends for a period of three hours or more in duration.

Routine hazardous materials incident means a hazardous materials response that requires no more apparatus, personnel, equipment and/or supplies than was dispatched upon the initial response, and which extends for a period of less than three hours in duration.

(c) Policy.

- (1) The City of Statesboro recognizes the need for emergency hazardous materials response within the jurisdictional limits of the City of Statesboro, and in all jurisdictions with whom the City of Statesboro has a valid intergovernmental agreement for the provision of fire protection services. Therefore, no person or agency requiring an emergency hazardous materials response shall be denied those services due to a lack of insurance coverage or the inability to pay for those services.
- (2) The City of Statesboro provides emergency hazardous materials response only, and does not act as a cleanup contractor, and does not provide cleanup or disposal services.
- (3) Any applicable services rendered to a person, entity or agency shall be billed to that person, entity or agency.
- (4) The fire chief, in his sole discretion, may waive reimbursement in instances where only minimal response services were required.
- (5) Other emergency response agencies assisting the Fire Department may submit their list of expenses to Fire Department for inclusion in the bill submitted to the responsible person, entity or agency. Neither City of Statesboro, nor its fire department, shall accept any liability for payment of such costs incurred by other emergency response agencies.

(d) Procedure for billing services.

- (1) A detailed listing of hazardous materials response services provided to persons, entities and/or agencies will be compiled by the Fire Department. This information shall be forwarded to the Finance Department, which shall be responsible for the billing. This information shall include:
 - a. Name and address of the owner, lessee, occupant and/or responsible party(s);
 - b. Date, time and location of incident;
 - c. Fire incident report number;
 - d. Description of services rendered;
 - e. Itemized list of costs.
- (2) The applicable charges for services shall be determined by reference to the following:
 - a. Response to a routine hazardous materials incident: A routine hazardous materials response shall have standardized recovery costs. Recovery cost charges shall begin upon arrival of the first responding fire department unit(s), and shall include, but not limited to:
 1. Loss, consumption, repair, and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual cost;
 2. Miscellaneous expenses, at actual cost;

3. A charge for billing and processing of two percent of total costs.
 - b. Response to an extra hazardous materials incident: An extra hazardous materials response shall have standardized recovery costs. Recovery cost charges shall begin upon arrival of the first responding fire department unit(s), and shall include, but not limited to:
 1. Hazardous materials responders, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 2. Cost for loss, consumption, repair, and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual cost;
 3. Subsistence supplies, at actual cost;
 4. Miscellaneous expenses, at actual cost;
 5. A charge for billing and processing of two percent of total costs.
 - c. Response to a major hazardous materials incident: A major hazardous materials response shall have standardized recovery costs. Recovery cost charges for items 1. through 6. below shall begin upon arrival of the first responding fire department unit, and shall include, but not limited to:
 1. Hazardous materials responders, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 2. Hazardous materials command staff, at actual hourly rate per hour, per person for on-duty response and actual over-time rates per hour for off-duty response;
 3. Cost for loss, consumption, repair and decontamination of equipment, vehicles, instruments, clothing, supplies and other items, at actual replacement cost;
 4. Subsistence supplies, at actual cost;
 5. Miscellaneous expenses, at actual cost;
 6. A charge for billing and processing of 2 percent of total costs.

Additional recovery cost charges shall begin after the third hour of on-scene operation (continuous operation is not required) and shall include, but not limited to:

 7. Each fire engine, ladder truck, rescue unit, hazardous materials unit and other equipment and apparatus needed in the response shall be charged based on the Federal Emergency Management Agency Schedule of Equipment Rates for like or similar equipment.
- (3) All funds received from persons, entities or agencies that have been billed for services will be placed in an account designated for personnel costs, decontamination, repair, replacement and purchase of items of both durable and consumable categories for the Hazardous Materials Program of the Department.

Sec. 42-10. – Posting of Address

- (1) The intent and purpose of this section is to establish methods and practices that can be employed by the Statesboro Fire Department to insure that a location can be located from the street by the Statesboro Fire Department when responding to emergency calls.
- (2) All owners and occupants of real property lying within the City of Statesboro shall post the address of such real property owned or occupied by them with the street address assigned to such property by the 911 Communications Center, in such manner that said address is clearly visible and legible from the street on such property fronts.
- (2) In order to carry out the purpose and intent of this section, the Fire Code Official is authorized to make and enforce rules and supplemental regulations establishing specific requirements

regarding the posting of addresses so the address is clearly visible from the street. The rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department.

- (3) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Code Official imposes rules and supplemental regulations establishing specific requirements regarding the method and manner by which addresses must be posted so the address is clearly visible and legible from the street that fronts the property, and when it is claimed that the provisions of the Section do not apply, or that the true intent and meaning of the this Section have been misconstrued, wrongly interpreted, or unreasonably applied the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court as by a petition for a writ of certiorari.
- (4) Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the above provisions shall constitute a violation of this Chapter

Sec. 42-11. – Emergency Services Repository Unit and Secured Access

- (1) The intent and purpose of this section is to establish methods and practices that can be employed by the Statesboro Fire Department to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property through the use of repository units and security access controls.
- (2) All repository units and security access controls shall be of the Knox manufacture brand, and shall situated in a location proscribed by the Fire Code Official to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property.
- (3) The Fire Code Official is authorized to make and enforce rules and supplemental regulations establishing specific requirements regarding repository units and security access controls so as to insure prompt and immediate access to any building, structure, or occupancy during an emergency involving the protection of life or property. These rules and supplemental regulations adopted by the Fire Code Official shall be kept on file with the Fire Chief for review by the public during the regular business hours at the Headquarters Building of the Statesboro Fire Department.
- (4) Appeals of Administrative Decisions to the Fire Chief. Whenever the Fire Code Official imposes rules and supplemental regulations establishing specific requirements regarding repository units and security access controls, and when it is claimed that the provisions of the Section do not apply, or that the true intent and meaning of the this Section have been misconstrued, wrongly interpreted, or unreasonably applied the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court as by a petition for a writ of certiorari.
- (5) Violation of any rule or supplemental regulation adopted by the Fire Code Official to carry out the application and intent of the above provisions shall constitute a violation of this Chapter

Sec. 42-12. FIREWORKS

- (1) The sale, both retail and wholesale, the use, possession, manufacturing, transportation and storage of consumer grade fireworks is governed by Chapter 10 of Title 25 of the Official Code of Georgia.
- (2) In order for consumer fireworks to be sold at a permanent consumer fireworks retail sales facility, a distributor must have a state license issued by the Safety Fire Commissioner.

- (3) In order for consumer fireworks to be sold at a temporary consumer fireworks retail sales stand, a distributor must have a permit issued by Fire Department pursuant to the requirements of Chapter 10 of Title 25 of the Official Code of Georgia.

Sec. 42-13. Open Air Burning

- (1) *Generally.* No person shall cause, suffer, allow or permit open air burning in any area of the City of Statesboro without a burn permit issued by the Statesboro Fire Department except:
- (a) Fires set for the purpose of training firefighting personnel of the city's fire department, or for the purpose of teaching fire safety techniques to industrial fire brigades or civilians who reside or work within the City of Statesboro or its recognized service areas, provided that city fire department personnel are conducting such training;
 - (b) Operation of devices using open flames such as candles, lanterns, tar kettles, blowtorches, welding torches, portable heaters, and other flame-making equipment where approved safety measures are used.
 - (c) Cooking fires, charcoal barbecues and recreational fires lit in chimineas, fire pits, fire bowls and similar free-standing devices that only burn wood, in its natural state, can be burned in these devices. Recreational fires cannot be performed within 25' of any combustible construction or heavy vegetation.
- (2) *Burn Permits.* Applications for Burns Permits shall be made on a form prescribed by the Fire Official. Upon review of the application, the Fire Official shall determine the nature of the proposed open air burning, and whether the proposed open air burning can be conducted in manner so as not pose a threat to life or property. The Fire Official shall have authority to impose conditions on the grant of the burn permit to sufficiently limit threats to life or property as well as insure compliance with the fire codes, and other applicable state law. If the Fire Code Official finds that no conditions can reasonably be imposed on the grant of the burn permit that sufficiently limits threats to life or property as well as insuring compliance with the fire codes and other applicable state law, the Fire Official shall deny the Burn Permit. Violation of the conditions placed on the burn permit shall be a violation of this Chapter.
- (3) *Appeals of Administrative Decisions to the Fire Chief.* Whenever the Fire Official imposes conditions on a burn permit, or denies a permit as provided above, and when it is claimed by the affected party that the provisions of the Section do not apply, or that the conditions imposed are unreasonable, or the denial unjustified the affected party may appeal in writing to the Fire Chief, or his designee within five days of the Fire Code Officials decision. The Fire Chief shall respond in writing within ten days. The decision of the Fire Chief is final and may be appealed to the Superior Court by a petition for a writ of certiorari.

First Reading: November 15, 2016
Second Reading: December 6, 2016

Jan J. Moore, Mayor

Sue Starling, City Clerk




STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To : Randy Wetmore, City Manager

From : Deputy Chief Robert W. Bryan 

Date : 11/29/16

Ref : Patrol vehicle purchases and up fitting

Attached you will find the supporting documentation for the purchase of seven (7) Ford Interceptor SUV's and the up fitting for the vehicles. We are proposing purchasing seven (7) Ford Police Interceptor SUV's with an extended warranty (7 years / 100,000 miles) from Allan Vigil Ford in the amount of \$199,605.00. The funding from this purchase comes from funds approved in the FY 2013 SPLOST. Seven (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. Quotes were obtained for the additional equipment and of the vehicles, to include items such as light bars, prisoner transport cages, and sirens. It is recommended that West Chatham Warning Devices be utilized for the purchase of the additional equipment, the cost for the additional equipment for the 7 vehicles is \$59,350.06. 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. The total cost of the project will be \$304,766.06, \$300,000.00 from 2013 SPLOST and \$4,766.06 from the Seized Fund Account. Supporting documentation from Allan Vigil Ford, Watch Guard, and West Chatham Warning Devices are attached to this memo.

ALLAN VIGIL FORD-L-M GOVERNMENT SALES

2017 Ford Interceptor Utility/SUV

Base Price

\$25,581.00

Equipment included in
Base price

Options

Price

Code

3.7L V-6 TiVCT Engine FFV XXXXXXXX
All wheel drive (AWD)
"V" Speed Rated 18" Radial Tires
Full Size Spare Tire
Electronic Stability Control
Power Disc Brakes with ABS
Cloth Front Bucket / Vinyl Rear Seats
Lumbar Support Seats
Power Windows and Locks
Power Remote Mirrors
Rubber Floor Covering
Small center Hub Caps
Rear Window Defroster
Rear View Camera (In 4" Center Stack)
Tilt Steering/ Cruise Control
Pedals-Power Adjustable
220 Amp Alternator
Driver and Passenger Air Bags
Factory Installed A/C
Battery Saver Feature
Power Driver Seat
Removable Headliner
Extra Dome Light
2nd & 3rd Row Privacy Glass
Engine Hour Meter

Options	Price	Code
3.6L V6 EcoBoost (365 hp)	3,097.00	99T
Rear Air Conditioning	579.00	17A
Ford Sync	286.00	53M
Interior upgrade PKG.	374.00	65U
4 mappable switches	155.00	61R
Cargo area dome lamp	58.00	58 17T
Carpet with Mats	127.00	16C
Rear view camera-In Mirror	N/C	XXXXXXX 87R
Roof Rack side rails	155.00	68Z
Courtesy Lights Disable	29.00	43D
Reverse Sensing	266.00	76R
Blind Spot Monitoring	518.00	55B
Key Alike (several codes)	58.00	59E
Keyless Entry Remote	253.00	253 59S
Locking Gas Cap	29.00	19L
Noise Suppression Straps	103.00	60R
Solar tint 2nd row glass	90.00	92R
Solar tint 2nd/3rd row glass	123.00	92G
Spotlight (Incandescent)	210.00	51Y
Spotlight (LED)	379.00	379 51R
Daytime Running Lamps	52.00	94Z
Wheel Covers Full Size	67.00	65L
Windows / Locks Disabled	65.00	65 68L/18W
Ballistic Door Panel Both	2,967.00	90E
Front Headlamp/PI Housing	127.00	127 86P
Rear Tallamp/PI Housing	67.00	67 86T

E3 Arizona Beige N1 Blue Jeans
BU Medium Brown LN Light Blue
J1 Kodiak Brown G1 Shadow Black XXXXXXXX
JL Dark Toreador Red MM Ultra Blue (GSP)
UX Ingot Silver UJ Sterling Grey
KR Norseia Blue TN Silver Grey (GSP)
LK Dark Blue (HEAT) YG Med. Titanium
LM Royal Blue YZ White
HG Smokestone

Other Emergency Equipment

Added option equipment \$ 949

FOB Allan Vigil Ford
Delivery \$1.00 per mile, \$50 minimum

Delivery GA Region 12 \$300 \$ 150 (1/2 pricing)

Total \$ 26680.00

ALLAN VIGIL FORD GOV'T SALES
6790 Mt. Zion Blvd
Morrow, GA 30260

Contact person Sergeant Colson

Department Statesboro Police Dept

770-968-0680 Phone
800-821-5151 Toll Free
678-364-3910 Fax

Phone Number 912-764-9911

Fax number _____

*OK FOR PO
TOP MODEL
ALLAN VIGIL
FORD L-M
Hill*

*PRICING
CONFIRMED
4 OCT 16
Hill*

Harwood
CONFIRMED
ORDERING

CNGP530

VEHICLE ORDER CONFIRMATION

10/04/16 16:49:13

Dealer: F21122

Page: 1 of 2

Order No: 0001 Priority: L5 Ord FIN: QB385 Order Type: 5B Price Level: 745
Ord Code: 500A Cust/Flt Name: CITY OF STATE PO Number:

RETAIL		RETAIL	
K8A	4DR AWD POLICE \$31510	REMARKS	TRAILER
	.112.6" WB	86P	FRT LMP HOUSING 125
G1	SHADOW BLACK	86T	RR TAILLAMP HSG 60
9	CLTH BKTS/VNL R <i>PATROL</i>	87R	RR VIEW MIR/CAM NC
W	EBONY BLACK		FLEX-FUEL
500A	EQUIP GRP	153	FRT LICENSE BKT NC
	.PREM SINGLE CD		SP DLR ACCT ADJ
99R	.3.7L V6 TIVCT NC		
44C	.6-SPD AUTO TRAN NC	TOTAL	BASE AND OPTIONS 33405
17T	CARGO DOME LAMP 50	TOTAL	33405
18W	RR WINDOW DEL 25	*THIS IS NOT AN INVOICE*	
53D	REYLESS 2"FOBS" 260	* MORE ORDER INFO NEXT PAGE *	
68L	RR DR HND INOP 35		
794	PRICE CONCESSN		

26650
DELIVERED

F1=Help F2=Return to Order F8=Next
F4=Submit F5=Add to Library F3/F12=Veh Ord Menu
F9=View Trailers

S006 - MORE DATA IS AVAILABLE. QD00509

fmcdealr@FLT7N
Oct 4, 2016 4:49:47 PM

*IT ORDERED SOME
BUILD WEEK (L-5)
(LAST WEEK NOV 16)*

CNGP530

VEHICLE ORDER CONFIRMATION

10/04/16 16:49:26

==>

Dealer: F21122

2017 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 0001 Priority: L5 Ord FIN: QB385 Order Type: 5B Price Level: 745

Ord Code: 500A Cust/Flt Name: CITY OF STATE PO Number:

RETAIL

RETAIL

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

PRICED DORA NC

DEST AND DELIV 945

TOTAL BASE AND OPTIONS 33405

THIS IS NOT AN INVOICE

*TOTAL PRICE EXCLUDES COMP PR

F1=Help

F4=Submit

F2=Return to Order

F5=Add to Library

F7=Prev

F3/F12=Veh Ord Menu

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QD00509

fmcdealr@FLT7N

Oct 4, 2016 4:49:59 PM



The City of
Statesboro

Dena Colson <dena.colson@statesboroga.gov>

Confirmed Pricing (2017 Police Interceptor Utility/SUVs) Hop Mosel

Hop Mosel <hop@allanvigilford.com>
To: Dena Colson <dena.colson@statesboroga.gov>

Mon, Oct 31, 2016 at 5:34 PM

Good Afternoon Sgt Colson,

- I have confirmed your Extended Warranty quote as CORRECT \$1835.00

Premium Care Coverage
7 year/100K miles
\$100.00 deductible

Standard Coverage from Ford Motor Co (All Police Interceptors):
3 year/36K miles Bumper to Bumper
5 year/100K Powertrain ESP (\$0.00 - Deductible)

Hope all is well, take care and stay safe please!

Hop Mosel
Allan Vigil Ford Lincoln
678-364-3983

[Quoted text hidden]

11/3/2016

warranty price.PNG

Good Afternoon Sergeant Colson,

- They are many many different combinations of Warranties. This is the most common requested from my Police Customers: You have 5 year/100K Powertrain from Ford now.

* EXTRA CARE (113 Covered Components) \$100.00 Deductible
6 year/100K - \$1360.00
6 year/125K - \$1625.00
7 year/100K - \$1440.00
7 year/125K - \$1730.00

* PREMIUM CARE (500+ Covered Components) \$100.00 Deductible
6 year/100K - \$1725.00
6 year/125K - \$2095.00
7 year/100K - \$1835.00
7 year/125K - \$2350.00

STANDARD COVERAGE: Your Bumper to Bumper is 3 year/36K and Powertrain is 5 year/100K (29 Covered Components) comes from Ford No-Charge NO DEDUCTIBLE

Any questions, just call at anytime.

PREMIUMCARE

COVERS MORE THAN 500 KEY COMPONENTS

500+

- A/C Accumulator
- A/C Auto Temp Control Door
- A/C Clutch
- A/C Clutch Bearings
- A/C Compressor
- A/C Compressor/Clutch Switch
- A/C Compressor Head
- A/C Compressor Seals
- A/C Evaporator
- A/C Field Coil
- A/C Fresh/Air Cable
- A/C Mode Air Cable
- A/C Pulley
- Absorber (Steering Shaft)
- Actuator (Courtesy Lamp)
- Actuator (Fuel/Fill Door)
- Actuator (Luggage Compartment)
- Actuator (Radiator Grille)
- Actuator (Steering Column Lock)
- Adapter (Carb Fuel Inlet)
- Adapter (Distributor)
- Adapter (Flywheel to Transmission)
- Adapter (Oil Filter Hose)
- Adapter (Speedometer Cable)
- Adapter (Transmission/Engine)
- Adapter (Air Cleaner)
- Adapter (Air Crankcase)
- Adapter (Alternator/Regulator)
- Adapter (Front Seat)
- Adapter Kit (Power Steering Tube)
- Adjusting Bar (Headlamp)
- Air Bag Module Assy
- Air Check Valve Assy
- Air Conditioner Kit
- Air Control Valve
- Air Door Spring
- Air Idle Vacuum Valve
- Air Line Protector
- Air Pump Adjusting Arm
- Air Pump Muffler Shield
- Air Supply Valve (Hose & Tube)
- Air Suspension (Selected Electronic Components)
- All Internal Lubricated Parts (Engine)
- All Internal Parts (Transfer Case & Transmission)
- Alternator
- Ambient Bracket
- Ambient Sensor
- Amplifier Assembly (EGR Valve)
- Antenna Assembly (Electric)
- Antenna Assembly (Radio)
- Antenna, Radio (Base Assembly)
- Anti-Lock Brake
- Anti-Rattle Quarter
- Anti-Theft Alarm (Factory-Installed)
- Arm (Auxiliary Seat CV Support)
- Arm (Brushing Assembly)
- Arm (Shift Control)
- Arm (Spare Wheel Carrier)
- Arm Assembly (Wipers)
- Audiophile Sound System
- Auxiliary Heater Control & Bezel
- Auxiliary Heater Switch
- Axle Shafts (Front- and Rear-Wheel Drive)
- Backing Plates (Brakes)
- Ballie (AV Carb)
- Ballie (Interior Manifold Air)
- Baffle (Plate Carb F)
- Baffle (Warning Indicator)
- Ball (Carb Accel Pump)
- Ball (Oil Ind BIK)
- Ball Joints (Upper and Lower)
- Bar (Decklid Torsion)
- Bar (Door Vent Window)
- Bar Assembly (Front Seat Track)
- Barometric Pressure & MAP Sensor
- Base (Front Seat Adjust Reg)
- Base Assembly (Radio Antenna)
- Bearings (Front- and Rear-Wheel-Drive Axle Hubs)
- Bellcrank (Rad Sheeter Cnt)
- Bellcrank (Rear Door)
- Belt Assy (Rear Seat Compartment)
- Bendix Compressor
- Bezel (Door Lock Knob)
- Bezel (Rear Door Lock Control)
- Bezel (Speed Control Select)
- Block (Vacuum Hose Junction)
- Block Assembly (Headlamp Switch Indicator)
- Body/Plug Assembly (Carburetor)
- Bolt (Bailery Clamp)
- Bolt (Clutch Pressure Plate)
- Bolt (Column Flange)
- Bolt (Exhaust Air Supply)
- Bolt (Front Spring Tie)
- Bolt (Fuel Tank Strap)
- Bolt (Injector Pump Cover)
- Bolt (Striker, Thru)
- Bolt Assembly (Gearshift Lever)
- Bolt (Ratchet)
- Brace Assy (Carb Air Cleaner)
- Brace (Compressor, Front)
- Brace (BUSH to Frame)
- Braco (RRR to APR)
- Brace (Instrument Panel/Upper)
- Brace (Oil Bath Air)
- Brace (Radiator Gulle Panel)
- Bracket Assy (A/C Evap Cable)
- Bracket Assy (Alternator Rear)
- Bracket Assy (Door Vent)
- Bracket Assy (Engine Damper R)
- Bracket Assy (Engine RR)
- Bracket Assy (Frame)
- Bracket Assy (Front Support)
- Bracket Assy (Lift)
- Bracket Assy (Speed Column)
- Bracket Assy (Steering Column)
- Bracket Kit (Reservoir Fk)
- Bracket (AMP Filler)
- Bracket (Accel Bellcrank Sta)
- Bracket (Accel to Retract)
- Bracket (Air Cleaner Mounting)
- Bracket (Alternator/Regulator Mounting)
- Bracket (Audio)
- Bracket (Aux Seal Cushion - Front Seat)
- Bracket (Back Window Reg)
- Bracket (Backup Lamp Mounting)
- Bracket (Brake Skid Control Act)
- Bracket (Bypass Valve)
- Bracket (Carb Choke Control)
- Bracket (Carb Dashpot Mounting)
- Bracket (Console Mounting Front)
- Bracket (Deck Lid Hinge)
- Bracket (Dist Vacuum Delay Valve)
- Bracket (Door Remote)
- Bracket (Door W/D Stop)
- Bracket (Door Window)
- Bracket (Door Window Stop)
- Bracket (Engine Support Front)
- Bracket (Engine S/R Mig Trans)
- Bracket (FRFR to Pillar)
- Bracket (Fender Mounting Rear)
- Bracket (For Radius Arm)
- Bracket (Front Door)
- Bracket (Frame Rod Support)
- Bracket (Front Window)
- Bracket (Front Door Backside Ext.)
- Bracket (Instrument Panel/Glove Compartment Light)
- Bracket (Instrument Panel Mounting)
- Bracket (Instrument Panel Wire)
- Bracket (Instrument Panel/Cowl)
- Bracket (Instrument Panel/Floor)
- Bracket (In Manifold T/Sup)
- Bracket (Leveler Valve Mount)
- Bracket (Main Pivot Body)
- Bracket (Oil Cooler)
- Bracket (Oil Filter Bypass)
- Bracket (Oil Level Indicator)
- Bracket (P/S Pump Adjusting)
- Bracket (Package Tray Str)
- Bracket (Qir Vent Window Vinyl)
- Bracket (Quarter Window)
- Bracket (Radiator Window Reg)
- Bracket (Radiator Supply)
- Bracket (Radio Rec)
- Bracket (Rear Axle Bumper)
- Bracket (Rear Door Latch Rod)
- Bracket (Rear Door Foot Handle)
- Bracket (Rear Door Window)
- Bracket (Rear Lamp Mounting)
- Bracket (Rear Seat Cushion)
- Bracket (Reg Control Proc)
- Bracket (Release Equalizer)
- Bracket (Rear Sliding Panel)
- Bracket (R/C Actuator)
- Bracket (Shift Tube/Sleeping)
- Bracket (Spine Wheel Mig)
- Bracket (Speed Control)
- Bracket (Steering Coil Support)
- Bracket (Steering Gear Mounting)
- Bracket (Steering CRBA Torsion)
- Bracket (Tailgate Seal)
- Bracket (Tint Wheel)
- Bracket (Water/Fill Sep)
- Bracket (Window Reg)
- Bracket (Windshield)
- Bracket (Wiring Shield)
- Brake Booster (Power)
- Breather Assy (Wiring)
- Brush Assy (Horn Blow)
- Brush Module
- Bumper (Door)
- Bumper (Luggage Comp Door Inside)
- Bumper (Rear Seat Back)
- Bumper (Tailgate Latch)
- Bumper Assy (Tailgate)
- Bushing (Clutch Pedal)
- Bushing (Door Hinge)
- Bushing (Door Latch Rod)
- Bushing (Front Seatback A/R/S)
- Bushing (Rear Suspension Tie)
- Bushing (Vent Valve)
- Bushing (Vent Valve CT)
- Buzzer Assy (Warning)
- Cable Assy (W/S Wiper)
- Cable Assy (A/C Temp)
- Cable Assy (Control Selector)
- Cable Assy (Luggage Cover)
- Cable Connector (Tachometer)
- Cable (Front Seat)
- Cable (Front Seat Adjust Horiz)
- Cable (Heater Control)
- Cable (Luggage Comp Cover)
- Cable (Luggage Door Latch)
- Cable (Safety Belt Anchor)
- Cable (Side Sliding Panel)
- Cable (Tachometer)
- Cables & Wiring (Audio)
- Callipers (Brakes)
- Cam Assy (Distributor)
- Cam (Front Window Reg)
- Cam (Heater & A/C Central)
- Canister & Bracket
- Cap (Folding Top Header)
- Cap (Radiator Overflow Cont)
- Cap (Trans Gearshift Lever)
- Cap (Vacuum Outlet Manifold)
- Cap Assy (Radio Volt)
- Cap Assy (Steering Wheel)
- Carburetor Assy
- Carburetor Idle Jet
- Carrier (Safety Belt Restraint)
- Case (A/C Evaporator)
- Case Assy (Heater Core)
- Casing & Shift Assy (Speedometer)
- Cassette Player (Factory-Installed)
- Catch (Glove Compartment Door)
- CB Antenna (Manual)
- Cellular Phone Receiver, Headset, Speaker Assy & Antenna (Factory-Installed)
- Chamber Assy (A/B Brake AN)
- Channel Assy (Back Window)
- Channel Assy (Quarter Window)
- Channel Assy (Spare Wheel)
- Channel Assy (Front Door Window)
- Channel Assy (Rr Dr Window Glass)
- Charge and Volt Gauges
- Check Control Diaphragm CVR
- Choke Cap
- Choke Control
- Choke Pulldown Rod
- Cigarette Lighter
- Clamp Assy (Air Cleaner)
- Clamp Assy (Folding Top)
- Clamp Assy (Heater Hose)
- Clamp (Air Manifold)
- Clamp (Air Vent Rod)
- Clamp (Carb Thermo Choke)
- Clamp (Fuel Line)
- Clamp (RR Wind Washer Hose)
- Clamp (T-Bolt Filband)
- Clamp (Trans Gearshift Lever)
- Clip (Brake Shield)
- Clip (Disc Brake Anti-Rattle)
- Clip (Door Lock Control Link)
- Clip (Door Window Top Outer)
- Clip (Fuel Filler Hose)
- Clip (Heater Control Cable)
- Clip (Heater or A/C Cable)
- Clip (Head Support Rod)
- Clip (Road End Clevis)
- Clip (S/C Cable Retainer)
- Clip (Spare Wheel Cover)
- Clip (Speedometer Cable)
- Clip (Vision Arm)
- Clip (Window Reg Housing)
- Clock (Electric)
- Coll (Ignition)
- Column Lock (Tilt Wheel)
- Combination Valve
- Compartment Assy (Glove Compartment)
- Compass & Thermometer
- Readout Displays
- Comp Assy (Quarter Panel Tool)
- Condenser (Distributor)
- Condenser (Filler)
- Conn Assy (Vacuum Tube)
- Connector (Vent Air Reg Mount)
- Connector & Demister
- Connector Assembly
- Connector (Carb Air)
- Connector (Engine/Trans)
- Connector (Multiplier Inlet)
- Connector (Stereo Tape Cart)
- Connector (Thermo Switch)
- Connector (Hose Tube)
- Container (Hood)
- Control Arms (Upper & Lower)
- Control Arms (Shafts & Bearings)
- Control Assy (Engine Mileage)
- Control Assy (Idle)
- Control Assy (Rear Seat)
- Control Assy (Vacuum Break)
- Control Assy (Trans Gearshift)
- Control Assy (Rear Seat Audio)
- Control Assy (Rear Seat System)
- Control Valve (Steering)
- Cooler (Transmission Oil)
- Cooler & Metal Lines (Steering)
- Cord (Front Seatback Assist)
- Core (A/C Charge Valve)
- Coupling (Self-Sealing)
- Cover Assy (Heater Housing)
- Cover Assy (W/S Wiper Motor)
- Cover Plate (Fuel Pump)
- Cover (A/C Temp Control)
- Cover (A/C Temp Door Actuator)
- Cover (Brake Skid Module)
- Cover (Carburetor Diaphragm)
- Cover (Carb Economizer Valve)
- Cover (Engine Housing Control)
- Cover (Frt Seat Trk Lwr Support)
- Cover (Fuel Ignition Pump)
- Cover (Fuse Panel)
- Cover (Instrument Fil A/C Opening)
- Cover (Rear Seat Support)
- Cover (Rear View O/S Arm)
- Cover (Transmission Control Ind)
- Cover (Trans Gearshift Lever)
- Cover (Transfer Case Sel Oper)
- Cover (W/S Washer Reservoir)
- Cover (W/S Wiper Motor)
- Crossmember
- Crossmember Frame Front
- Cup (Clutch Slave Cy P)
- Cup (Front Shock Strut Cover)
- Cup (Vent Valve Diaphragm)
- Cylinder Block
- Cylinder Heads
- Cylinder Keys (Hood Latch)
- Cylinder (Air Leveler)
- Cylinder (Clutch Master)
- Cylinder (Oscillid Lock)
- Damper Assy (Engine Mounting)
- Damper Assy (A/C O/S A)
- Dash Panel
- Decel Fuel Shutoff
- DEF System (Excludes Catalyst)

Certain restrictions and exclusions apply. See your dealer for details or refer to your plan provisions.

- Deflector (Fan Air)
- Deflector (Kit Air)
- Deflector (Rad Air Upper)
- Diagnostic Module Assy (Air Bag)
- Diaphragm Assy (Carb Accel)
- Diaphragm Assy (Vent Valve)
- Diesel Fuel Injectors
- Diesel Injector Lines
- Diesel Injector Pump
- Diesel Lift Pump
- Digital CD Player (Factory-Installed)
- Distributor (Vacuum, Vent Control)
- Distributor Assembly
- Distributor Cap & Rotor
- Distributor Housing & Shaft
- Door (Heater Air Damper)
- Door (Instrument Panel Fuse)
- Door (Latch Control)
- Door Alarm Warning Switch Assy
- Door Assy (A/C Evap CS)
- Door Assy (Heater Air)
- Door Assy (WS Defrost)
- Dowel (Clutch to Flywheel)
- Drive Axle Housing & Front Axle Housing for 4x4 (Including All Internal Parts)
- Driver (WS Wiper Motor)
- Driver Seat Position Sensor
- Driveshaft
- Dual Zone Electronic Automatic Temperature Control
- Duct Assy (Heater Outlet)
- Duct Connector Assy (A/C)
- Duct (A/C Evap Outlet)
- Duct (Shroud A/C Air Intake Tube)
- Duct (Vent Air Outlet)
- Dust Shield
- DVD Family Entertainment Sys
- ECG Relay Assembly
- EGR Control Valve
- EGR Inlet Tube
- EGR Pressure Sensor
- EGR Regulator Assembly
- EGR Valve Adapter
- EGR Valve Position Sensor
- Elbow (Crankcase Vent, Fuel Pump)
- Electronic Anti-Theft Kit
- Electronic Ignition Module
- Electronic Module
- Element (Crankcase Vent)
- Engine Cooling Fan Mount
- Engine Mounts
- Escutcheon (Front Door)
- Escutcheon (Rear Seat B/LH)
- EVAP Vapor Storage Canister
- Exhaust Gas Recirculation Control
- Exhaust Manifold Shield
- Ext (Clutch Release Rod)
- Ext (Rear Floor CR Ctr Member)
- Extension Assy (Manifold Exhaust)
- Extension (Instrument Panel)
- Fan Assy (Heater Blower)
- Fan/Bracket (Cooling Fan)
- Fast Idle Cam
- Filter (Accel Pump CA)
- Filter (Crankcase Vent)
- Filter (Dist Vacuum Control)
- Filter (Thermostatic)
- Filter (Vacuum)
- Final Drive Housing & Rear Axle Housing for AWD (Including All Internal Parts)
- Fitting (Carb Idle Adjust Screw)
- Flasher (Turn Indicator)
- Float Assy (Carduretor)
- Float Assy (Fuel Tank Sender)
- Flywheel
- Flywheel Ring Gear
- FordLink™ System
- Ford Assy (O/R Shift)
- Ford Work Solutions (if equipped)
- Fork (Clutch Release)
- Forward Sensing System
- Frame (Front Seatback)
- Frame (Otr Window)
- Fuel Mixer (Alternative)
- Fuel Tank & Metal Lines
- Fuel Pump
- Fuel Tank Shield
- Fuel Tank Vent Kit
- Fuel Tube
- Fuse Assy (Clear Lighter)
- Fuse (Electrical Circuit)
- Gas Fuel Injectors & Metal Fuel Lines
- Gasket (Air Bypass Vent)
- Gasket (Air Cleaner)
- Gasket (Air Cleaner/Duct)
- Gasket (Altitude Compensation)
- Gasket (Carb Economizer)
- Gasket (Carb Inlet/Manifold)
- Gasket (Carb Throttle)
- Gasket (Carb Valve SE)
- Gasket (Elect WS Spring)
- Gasket (Exhaust Supply Tube)
- Gasket (Fuel Charge Body)
- Gasket (Fuel Gauge)
- Gasket (Fuel Injection Nozzle)
- Gasket (Fuel Tank Fill)
- Gasket (Needle Valve)
- Gasket (Thermo Diode Housing)
- Gasket (Throttle Valve)
- Gasket (Water Inlet Connector)
- Gasket (Wiring Connector)
- Gauge Assy (Fuel Pressure)
- Gauge (Instrument Cluster Oil)
- Gauge (Instrument Cluster Temp)
- Gauge (Oil Pressure Indicator)
- Gauge (Temperature)
- Gear (Front Seat Adjust)
- Gear (Front Seal Vert)
- Gear (Front Wheel Carrier)
- Gear (Oil Pump Idle)
- Gear (Steering Column Lock)
- Governor Assy
- Graphic Equalizer
- Grommet (Carb/Air Cleaner)
- Grommet (Speedometer)
- Grommet (Tailgate Latch)
- Grommet (WS Wiper Pivot Shaft)
- Grommet (Wiring at PI)
- Guard (Fan)
- Guard (Spare Wheel Carrier)
- Guide Assy (Door)
- Guide Assy (Quarter Window A/C)
- Guide Assy (Roof Sliding Panel)
- Guide (Back Window Glass)
- Guides, Bezels, Brackets & Shoulder Straps
- Guide (Front Door Window)
- Guide (Shoulder Strap)
- Guide (Sliding Roof Panel)
- Guide (Rear Door Window)
- Guide (Roof Sliding Roof Cable)
- Gussel Frame, Crossmember
- Handle & Cable (Head Latch)
- Handle Assy (Lift Gate)
- Handle Assy (Roof Slide)
- Handle (Parking Brake Release)
- Handle/Shank Assy (Till Wheel)
- Harness Assy (Vacuum Hose)
- Harmonic Balancer & Bolt
- Head Restraint, Retainers & Sleeves (Safety Belt)
- Header (Fuel Filter)
- Heated Back Glass (Electrical Only - Not Glass Damage or Breakage)
- Heater Blower Motor
- Heater Control Cables
- Heater Core Assembly
- Hinge & CK (Front Door Lower)
- Hinge & CK (Rear Door Lower)
- Hinge Assy
- Hinge (Air Seatback)
- Hinge (Front Door Upper)
- Hinge (Front Seatback)
- Hinge (On Body)
- Hinge (Rear Door Upper)
- Hinge (Rear Seatback)
- Hinge (Spare Wheel Carrier)
- Hinge (Slow Compartment Door)
- Hinge (Tailgate)
- Hinge Assy (Decklid)
- Hinge Assy (Tailgate Lower)
- Hood Hinge
- Hook Assy (Hood)
- Hook (Luggage Cover)
- Hose (Air Bypass Valve)
- Hose (Air Throttle Body)
- Hose (Anti-Backfire)
- Hose (Bypass Valve)
- Hose (Crankcase Vent Oil Return)
- Hose (Exhaust Air Pump)
- Hose (Exhaust Air Supply)
- Hose (Exhaust Air Valve)
- Hose (Exhaust Air Valve/Check)
- Hose (Folding Top - Hydraulic)
- Hose (Front Seatback Pad)
- Hose (Fuel Tank Filler)
- Hose (Fuel Tube)
- Hose (Fuel Vapor Return)
- Hose (Lower Crankcase Vent)
- Hose (Rear Axle Vent)
- Hose (Sliding Roof Frame Drain)
- Hose (Therm Bypass Valve)
- Hose (Thermactor Valve)
- Hose (Throttle Body Coolant)
- Hose & Filter Assy (A/B-V)

Generally Covered by Auto Insurance
 Bumpers, glass, moldings, ornamentation, paint, rust, sheet metal, structural-underbody framework, sideview mirrors (glass and housing), rearview mirror (glass and housing), wheel covers, sluds and ornaments, service adjustments (glass and body parts), convertible top and wheels

Owner Maintenance Requirements

Service adjustments and cleaning, software upgrades, fixed (non-moving) body parts, batteries of all types and cables, belts, hoses, hose clamps, brakes (front hub, drums, shoes, linings, disc rotors, pads), manual transmission clutch disc, coolant, exhaust system (includes catalytic converter, filters, fluids, lubricants), lights (bulbs, sealed beam, tensors), spark plugs, spark plug wires, squeaks and rattles, tires, tune-ups, wheel balancing, wheel alignment, LED lights, shock absorbers and compressed natural gas/liquid propane fuel system conversion components

Components and Repairs Not Covered by PremiumCARE

Statewide Contract Information Sheet

Statewide Contract Number	99999-SPD-40199373	NIGP Code	See NIGP Tab
Name of Contract	Administrative Vehicles, Regular and Alternatively Fueled		
Effective Date	11-15-2013	Expiration Date	11/30/2016
Contract Table of Contents			
Vendors Awarded	9	Contract Information:	Mandatory Contract
Contract Information for Vendor		Click to Link to Page	
<u>Akins Ford/Dodge/Chrysler/Jeep</u>		<u>2</u>	
<u>Allan Vigil Ford</u>		<u>3</u>	
<u>Hardy Chevrolet</u>		<u>4</u>	
<u>Kia Motors</u>		<u>5</u>	
<u>Rick Case Cars, Inc</u>		<u>6</u>	
<u>Griffin Speedway Ford</u>		<u>7</u>	
<u>Langdale Chevrolet</u>		<u>8</u>	
<u>Don Jackson</u>		<u>9</u>	
<u>Wade Ford</u>		<u>10</u>	
Additional Contract Information			
<u>Contract Renewals, Extensions, Changes</u>		<u>11</u>	
<u>NIGP Codes</u>		<u>12</u>	
<u>Detailed Pricing and Order Sheets "My Vehicle"</u>		<u>13</u>	
<u>Vehicle Specifications</u>		<u>14-17</u>	
<u>Special Contract Terms and Conditions</u>		<u>18-19</u>	
<u>Issuing Officer</u>		<u>20</u>	

Contract Information			
Statewide Contract Number	99999-SPD-ES40199373-002		
PeopleSoft Vendor Number	0000011950	Location Code	000001
Vendor Name & Address			
Allan Vigil Ford Fleet & Government Sales 6790 Mt. Zion Blvd. Morrow, Georgia 30260 TIN: 58-1606549-001 Contract Administrator Bob Burtner <u>burtner@allanvigilford.com</u> Telephone: 770-968-0680 Tool Free: 1-800-821-5151 Fax: 678-364-3910			
Contact Details			
Ordering Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Remitting Information	Government Sales 6790 Mt. Zion Blvd Morrow, GA. 30260 ATTN: Bob Burtner		
Delivery Days	Orders will be shipped within 60-90 days after receipt of Purchase Order		
Discounts	None		
Payment Terms	Net 30		
Bid Offer includes	State and Local Government		
Acceptable payment method	Vendor does not accept P-card		

STATE OF GEORGIA GENERAL SPECIFICATIONS
for
AUTOMOBILES, SPORT UTILITY VEHICLES AND LIGHT DUTY TRUCKS

NOTE: Requirements specified herein shall apply to all automobiles and station wagons purchased by the State of Georgia. This specification is not complete without specific requirements in the detail specifications. In the event of conflict between this specification and the detail specifications, the detail specification shall apply.

APPLICABLE DOCUMENTS: Reference to publications in the detail specifications shall apply to those issues in effect on the date of the invitation to bid, unless otherwise specified.

DESIGN: New models in current production, complete with all necessary operating components and accessories customarily furnished, together with such modifications as may be necessary to enable the vehicle to function reliably and efficiently in sustained operation. Design to permit accessibility for maintenance purposes with minimal disturbance of other components or assemblies. The term "heavy duty" as used to describe an item, shall be defined to mean in excess of the usual performance, quantity, quality or capacity that is normally supplied with the standard production item.

COMPONENTS, ASSEMBLIES AND ACCESSORIES: The vehicle shall have all of its components, assemblies and accessories installed and shall be delivered to the State meeting or exceeding all applicable requirements of the Environmental Protection Agency Regulations, Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations and Industry Specifications, Standards and Regulation that are in effect on the date of manufacture. **NOTE:** All Components, assemblies, and accessories shall be Factory Installed unless otherwise noted. All pick up trucks shall have Fleetside type cargo boxes with step type bumpers. Standard size pick up trucks shall have a minimum of forty-nine (49) inches width between cargo box wheel housings. Bumpers may be factory or locally installed. In the event bumpers are locally installed, they shall meet or exceed factory standards, particularly with regard to tongue weight and tow weight.

STANDARD EQUIPMENT: The vehicle shall include all components, assemblies and accessories as offered by the vehicle manufacturer and referred to as "standard equipment or features".

EMISSION CONTROLS: All vehicles must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or zero emission vehicle (ZEV) standards as defined by the United States Environmental Protection Agency in 40 CFR Part 88 Subpart A and qualify as a Clean Fueled Vehicle under Georgia Rules for Clean Fueled Fleets, Chapter 391-3-22.

INTERIOR & EXTERIOR SOUND LEVEL: Vehicles shall comply with Federal Interstate Noise Standards.

COOLING SYSTEMS: Liquid pressurized forced circulation type, consisting of the necessary components of such design and capacity to maintain the engine at optimum safe temperature under all operating conditions without any loss of coolant. Optimum engine temperatures shall be maintained with the vehicle loaded and continuously operating at all driveable altitudes and grades in ambient temperatures ranging from minus 30 to 120 degrees F. Thermostat controlled and suitable for operation with permanent type antifreeze solution. Easily accessible drain outlets shall be provided to allow complete cooling system drainage. Coolant recovery system to be furnished.

WHEELS: Manufacturers recommended size and capacity for the vehicle offered. Rim contours and sizes shall conform to the current recommendations of the Tire and Rim Association, Inc.

TIRES: All tires furnished shall be blackwall, tubeless type, steel belted radial, with standard highway tread design. Capacity to the maximum load imposed by the evenly and fully loaded vehicle. Conform to the Tire and Rim Association, Inc. Spare tire and wheel, factory installed, shall be furnished.

TOOLS: Jack and Lug Wrench, Factory Installed, for each vehicle.

EXHAUST SYSTEM: Manufacturer's heaviest duty system available for engine furnished. Corrosion resistant and securely fastened and routed to protect components from hazards. System shall comply with Federal Motor Vehicle Safety Regulations.

CONTROLS, INSTRUMENTS AND OPERATING MECHANISMS: Located for left hand drive. Complete and conveniently accessible to driver. Instruments and controls clearly identified as to function.

HEATER AND DEFROSTER: Hot water heating systems with fresh air intakes. Discharge outlets to floor and defroster louvers shall be provided. Systems shall be equipped with variable temperature control and multiple speed blowers.

EXTERIOR FINISHES: Standard production colors.

MATERIALS: New and of quality conforming to current engineering and manufacturing practice. No defects and suitable for the intended service.

SERVICE AND REPAIR: The State of Georgia shall expect the manufacturer to have adequate stocks of replacement parts available to service State vehicles and to make delivery within a reasonable time of all normal replacement parts to their dealers who may service State vehicles. The State further expects that warranty service and repairs as well as non warranty service and repairs will be handled without prejudice by local dealerships throughout the United States.

WARRANTY: Vehicles shall be fully warranted against defective materials and workmanship by the manufacturer for the period stated in the "Instructions to Bidders from the date of delivery and acceptance. However, if additional warranty coverage on the whole or any components of the vehicle, in the form of time and/or mileage including any prorata arrangements, is normally extended to commercial customers, the state shall receive corresponding warranty benefits.

RESPONSIBILITY FOR INSPECTION: Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of this and the applicable detail specifications. This action does not preclude subsequent inspection and testing by the State of Georgia to further determine conformance with specification requirements for performance, quality standards of workmanship, material and construction techniques.

PRE-DELIVERY SERVICING AND ADJUSTMENT: The dealer shall not attach any dealer identification, advertising or similar material to the vehicle. Prior to acceptance by the State inspector, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:

Focusing of lights
Tuning of engine
Adjustment of accessories

Checking of electrical, braking and suspension systems.

Charging of battery

Alignment of front end

Inflation of tires

Balancing of all wheels, including the spare

Complete servicing of engine, chassis and operating mechanisms with recommended grades of lubricants or fluids for the ambient air temperature at the point and time of delivery.

Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees F. protection.

Servicing of windshield washer reservoir with water and appropriate additives.

A minimum of 1/4 tank of fuel.

DOCUMENTS: Each vehicle shall be delivered with complete certification of origin, tag application, warranty, owner's manual and any other necessary credentials.

SPECIAL CONTRACT TERMS AND CONDITIONS

1. CONTRACT PERIOD

The initial contract performance period is from date of award for a period of (2) model years (2009 and 2010). The Department has the option to renew the contract up to two (2) additional consecutive one (1) model year periods under the same terms and conditions with mutual consent from the vendor. Renewals for lease purchase agreements will occur annually and will be subject to appropriations and terms of the attached contract.

2. SPECIFICATIONS AND TECHNICAL SUPPORT

Awarded vendors will provide commercial bumper to bumper warranty for 36 months or 36,000 miles. Commercial power train warranty will be 5 years or 60,000 miles and rust through warranty shall cover 72 months or 100,000 miles. All other commercial warranties will apply.

3. INSURANCE AND BONDING

a. Offeror is required to maintain the following insurance coverage's during the term of the contract:

Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Awarded Offeror(s) qualifies to pay its own workers compensation claims.) In addition, the Offeror shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's:

Bodily injury by accident--per employee \$100,000;
Bodily injury by disease--per employee \$100,000;
Policy limits \$500,000.

Commercial General Liability Policy per occurrence \$1,000,000.

Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by the Offeror or Offeror's personnel in the performance of this contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

b. The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

4. PRICES

a. Optional Equipment Bidders must provide a price for optional equipment for each vehicle bid. These prices shall be at dealer's cost and will remain firm during the life of the contract. All optional equipment shall be factory installed unless otherwise noted.

b. FOB - Regional Delivery

Bidders must provide a fixed rate for delivery to Facilities and/or State Agencies within each region. Exceptions to this requirement will not be considered and will result in disqualification of bid.

5. ORDERS

a. Within five (5) days after the awarded vendor receives an order from a State Agency and the order has been placed with the manufacturer, the awarded vendor shall by fax or certified letter notify the agency with the date and time along with all other pertinent information confirming that the order has been placed.

b. State invoices will have the purchase order referenced.

6. VEHICLE EQUIPMENT DATA SHEET

This document shall be submitted with bid for every type of vehicle bidding on. Failure to provide information as required will result in rejection of the bid line item.

7. EMISSION CONTROL

Throughout model years of production during the term of this contract, all vehicles provided under this contract must be certified to the low emission vehicle (LEV), ultra-low emission vehicle (ULEV), or super ultra-low emission vehicle (SULEV); not California Phase II gasoline, and zero emission vehicle (ZEV) emission standards as defined by the United States Environmental Protection Agency. For additional information see the attached State of Georgia General Specifications titled Automobiles and Station Wagons.

8. PURCHASE ORDER APPROVALS

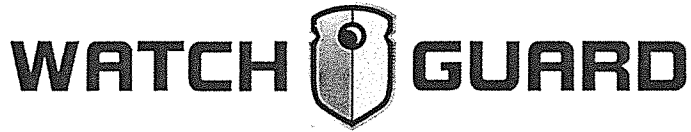
Purchase orders and lease agreements for motor vehicles submitted by any state of Georgia Executive branch agency require prior approval by the Department of Administrative Services (DOAS) Office of Fleet Management (OFM) before the purchase order or lease may be accepted by a vendor. Approval is indicated by an "APPROVED" datestamp and signature from DOAS OFM. Vehicle purchases or leases from statewide contracts by county and municipal government agencies, and by the state of Georgia Judicial Branch do not require this approval. Questions concerning validity of purchase orders or lease agreements received without a date-stamp indicating approval should be referred to the DOAS, OFM.

Issuing Officer for the State

Billy Gilbert

Phone: 404-657-4277

Email: billy.gilbert@doas.ga.gov



4RE/VISTA Price Quote

CUSTOMER: Statesboro Police Department

ISSUED: 10/31/2016 4:06 PM

EXPIRATION: 12/31/2016 12:00 PM

Attn: Accounts Payable,
25 West Grady,
Statesboro, GA, United States,
30458

**TOTAL PROJECT ESTIMATED AT:
\$36,970.00**

ATTENTION: Sgt. Dena Colson

SALES CONTACT: Jean Farmer

PHONE: 912-764-9911

DIRECT: (469) 342-8917

E-MAIL: dena.colson@statesboroga.gov

E-MAIL: JFarmer@WatchGuardVideo.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	7.00	\$150.00	\$0.00	\$1,050.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.; price reduction reflects no body mic	7.00	\$4,795.00	\$0.00	\$33,565.00
CAM-4RE-ZSL-UWD	Front Camera, 4RE, HD Zero Sightline (ZSL)	7.00	\$0.00	\$0.00	\$0.00
HDW-ETH-SWT-005	4RE, Vista HD WiFi, Smart PoE Switch	4.00	\$195.00	\$0.00	\$780.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	7.00	\$200.00	\$0.00	\$1,400.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	7.00	\$0.00	\$0.00	\$0.00



4RE/VISTA Price Quote

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	\$175.00	\$0.00	\$175.00
					\$36,970.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$36,970.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



1st of December, 2014

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.



4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

High Fidelity Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Stuczynski".

Jason Stuczynski
Vice President of Sales
WatchGuard Video

Competitive Bid Record

PAGE <u>1</u> OF <u>1</u>		SUPPLIER ADDRESS	QUOTER PHONE NUMBER	Line-X Southeast Customs		X-Treem Franchises, Inc	
DATE: <u>11/3/2016</u>				606 S. Zetterower Ave. Ste 100		17301 GA Hwy 67 South	
BID NUMBER:		West Chatham Warning Device		606 S. Zetterower Ave. Ste 100		Statesboro, GA 30458	
		2208 Gamble Road		Statesboro, GA 30458		Statesboro, GA 30458	
		Savannah, GA 31405		Jason Beard		Josh Rogers	
		Angie Graveline		912-225-6062		912-681-8468	
		912-234-2600		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	TOTAL
1	7	ALL patrol Equipment	\$9,928.58	\$69,500.06	\$14,097.94	\$98,685.58	\$92,886.99
2		for 2017 Ford Explorer		\$0.00		\$0.00	\$0.00
3				\$0.00		\$0.00	\$0.00
4				\$0.00		\$0.00	\$0.00
5				\$0.00		\$0.00	\$0.00
6				\$0.00		\$0.00	\$0.00
7				\$0.00		\$0.00	\$0.00
8				\$0.00		\$0.00	\$0.00
9				\$0.00		\$0.00	\$0.00
10				\$0.00		\$0.00	\$0.00
11				\$0.00		\$0.00	\$0.00
12				\$0.00		\$0.00	\$0.00
13				\$0.00		\$0.00	\$0.00
14							
15							
16							
17							
18							
19							
20							
21		*This price includes LABOR & Freight					
22							
23							
FREIGHT				\$0.00	\$		\$0.00
TOTAL				\$69,500.06		\$98,685.58	\$92,886.99
P.O. #							

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: STATESBPD
Quote No.: 67188

Quote To: **STATESBORO POLICE DEPT**
25 W GRADY ST
STATESBORO, GA 30458

Ship To: **STATESBORO POLICE DEPT**
25 W GRADY STREET
STATESBORO, GA 30458

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
10/31/16		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANGIE GRAVELINE		01/29/17	
Quantity	Item Number	Description	Unit Price	Amount

****17 FORD INT SUV****

7		WHE-GB8BEBE LEGACY DUO 48" BAR SPECIAL 6) GBDLE 2) GBDSE 6) GBDLB 2) GBDSB **front flood**	2125.00	14875.00
7	WHE-MKEZ83	EZ Strap Kit #83 48-55" 13-16 Int Suv/11-16 Explorer Not for use w/Roof Rack	0.00	0.00
7	WHE-295SLSA6	295SLSA6 Siren/Light control \$ inc w/ lightbar package	0.00	0.00
7	WHE-SA315P	Speaker 100 watt \$ inc w/ lightbar package	0.00	0.00
7	WHE-SAK1	SA315 Mt Kit Universal **mt on pb** \$ inc w/ lightbar package	0.00	0.00
7	WHE-OE34UR6	OUTER EDGE, 6 LED, 2 PC 13-16 INT SUV 6) OEMCRNB	611.40	4279.80
14	WHE-VTX609R	VERTEX RED **TAILLIGHTS**	60.00	840.00
14	WHE-WIONB	ION WIDE ANGLE BLUE **TAG**	80.00	1120.00
28	WHE-IONE	ION LED W/BLK HOU, BLUE/WH **2 each side of rear window per vehicle** 1) top 1) rear	80.00	2240.00
7	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	19.50	136.50
7	HAV-C-VS-1308-INUT	VS-1308-INUT Console 21" 13-16 Int Suv (13" + 8") *Specify EB & FP*	293.62	2055.34
7	HAV-C-CUP2-I	CUP2-I Int Dual Cupholder 4"	30.87	216.09

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: STATESBPD
Quote No.: 67188

Quote To: **STATESBORO POLICE DEPT**
25 W GRADY ST
STATESBORO, GA 30458

Ship To: **STATESBORO POLICE DEPT**
25 W GRADY STREET
STATESBORO, GA 30458

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
10/31/16		Origin	NET 30	
Purchase Order Number		Sales Person		Quote Expires
		ANGIE GRAVELINE		01/29/17
Quantity	Item Number	Description	Unit Price	Amount
7	HAV-C-ARPB-114	Brother Arm Rest Printer Brk Top Mount	211.72	1482.04
7	HAV-C-EB40-WS2-1P	40-WS2-1P for A6/mpc01	0.00	0.00
7	HAV-C-EB20-WGD-1P	2" EQUIP BRKT FOR WATCHGUARD 4RE	0.00	0.00
7	HAV-C-HDM-204	8.5" Side Mt Pole w/short handle	124.22	869.54
7	HAV-C-HDM-303	HDM-303 Fixed Adapter Fixed Adapter, Heavy duty Titan mt, 6" Offset Bracket	26.73	187.11
7	HAV-C-MD-204	Low Profile Tilt Swivel Motion Device 1.38" High	55.86	391.02
7	HAV-UT-101	Univ Laptop w/lock fits 11.43-14.23" width **p/s - LPS sold separate*	202.80	1419.60
14	HAV-C-MC	Console Mic Clip	8.09	113.26
14	HAV-C-MCB	Console Mic Clip Bracket	10.29	144.06
7		PRG-ASBD47UINT13 Single Drawer Storage Box - Aluminum, Includes raised mounting hardware kit	1019.90	7139.30
7		PRG-P4702UINT13A Stationary Polycarbonate Window	424.90	2974.30
7	PRG-RP47UINT13	RECESSED PANEL 2013-15 Int. SUV	71.40	499.80
7	PRG-SP47BS13	LOWER EXT FOR RECSED PANEL 2013-16 Int. SUV	56.00	392.00
7	PRG-S4702UINT13OSB	Standard Transport Seat w/ Poly Window Cargo Barrier,	1072.40	7506.80

Thank You

WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: STATESBPD
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Quote To: STATESBORO POLICE DEPT
25 W GRADY ST
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Ship To: STATESBORO POLICE DEPT
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STATESBORO, GA 30458

FAX NUMBER:

Date	Ship Via	F.O.B.	Terms	
10/31/16		Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANGIE GRAVELINE		01/29/17	
Quantity	Item Number	Description	Unit Price	Amount

Quantity	Item Number	Description	Unit Price	Amount
		and Outboard Seat Belts		
7	PRG-WB47NPUINT13	Pair, Steel Window Barrier 2013-15 Int. SUV (for use with O.E.M. door panels only)	158.90	1112.30
7		PRG-GVM4713S-K Self Supporting Single Weapon Tri-Lock Gunrack w/Straight Key	306.60	2146.20
7	SET-PB450L4-VS	ALUMINUM PUSHBAR W/ 4 LEDS 16 INT SUV WHELEN ION*	639.00	4473.00
7	SET-PB6-VS	FENDER PROTECTOR W/SINGLE H/L WRAP 16 INT SUV	391.00	2737.00
7	LABOR	Labor LABOR TO INSTALL ABOVE EQUIPMENT @ WCWD SAVANNAH & C/S WATCHGUARD	1450.00	10150.00

**parts/pricing may differ
for 2017 Ford Interceptor
SUV**

NO RADARS
AT THIS TIME.
using portable radios

Quote subtotal 69500.06
Quote total 69500.06

Thank You

Beard & Sons Inc.

DBA Line-X Southeast Customs
 606 S. Zetterower Ave. Suite 100
 Statesboro, GA 30458
 (912) 225-6062

Estimate

Date	Estimate #
6/13/2016	6882

Name / Address
Statesboro Police Department

P.O. No.	Account #	Project	Date Work Scheduled

Item	Description	Qty	Cost	Total
604 Parts	WHE-LSVBKT34; 2011-16 INTT SUV (FORUSE WITH FORD FACTOR SIDEMARKER LED SIDEVIEW MIRROR OPTION)	1	19.80	19.80
604 Parts	WHE-60CREGCS; 12V WHT/RED 6" Comp Light *Driver Cabr *Rear Hatch	2	126.50	253.00
604 Parts	HAV-C-VS-1308-INUT; VS-1308-INUT Console 21" 13-16 Int Suv (13"+8") *Specify EB & FP*	1	295.90	295.90
	1 Qty. HAV-C-EB40-WS2-1P;40-WS2-1P FOR A6/MPC01			
	1 Qty. HAV-C-EB20-WGD-1P; 2" EQUIP BRKT FOR WATCHGUARD			
604 Parts	HAV-C-CUP2-I; CUP2-I Int Dual Cupholder 4"	1	31.85	31.85
604 Parts	HAV-C-ARPB-114; BROTHER ARM REST PRINTER BRK TOP MOUNT	1	214.50	214.50
604 Parts	HAV-C-HDM-204; 8.5" Side Mt. Pole w/short handle	1	126.50	126.50
604 Parts	HAV-C-HDM-303; Fixed Adapter, Heavy duty Titan mt, 6" Offset Bracket	1	30.24	30.24
604 Parts	HAV-C-MD-204; low profile tilt swivel motion device 1.38" high	1	56.93	56.93
604 Parts	HAV-UT-101; Univ laptop w/lock fits 11.43-14.23" width **p/s - LPS sold seprate*	1	206.53	206.53
604 Parts	HAV-C-MC; CONSOLE MIC CLIP	2	8.25	16.50
604 Parts	HAV-C-MCB; CONSOLE MIC CLIP BRACKET	2	8.745	17.49
604 Parts	PRG-ASBD47UNIT13; SINGLE DRAWER STORAGE BOX -ALUMINUM, INCLUDES RAISED MOUNTING	1	1,155.00	1,155.00
604 Parts	PRG-P4702UINT13A; STATIONARY POLYCARBONATE WINDOW	1	352.00	352.00
604 Parts	PRG-RP47UINT13; RECESSED PANEL	1	81.40	81.40

Subtotal
Sales Tax (7.0%)
Total

Beard & Sons Inc.

DBA Line-X Southeast Customs
 606 S. Zetterower Ave. Suite 100
 Statesboro, GA 30458
 (912) 225-6062

Estimate

Date	Estimate #
6/13/2016	6882

Name / Address
Statesboro Police Department

P.O. No.	Account #	Project	Date Work Scheduled

Item	Description	Qty	Cost	Total
604 Parts	PRG-S4702UIN130SB; STANDARD TRANSPORT SEAT W/ POLY WINDOW CARGO BARRIER, AND OUTBOARD SEAT BELTS	1	1,215.50	1,215.50
604 Parts	PRG-WB47NPUIN13; PAIR, STEEL WINDOW BARRIER (FOR USE WITH O.E.M. DOOR PANELS ONLY)	1	180.40	180.40
604 Parts	PRG-GVM4713S-K; SELF SUPPORTING SINGLE WEAPON TRI-LOCK GUNRACK W/STRAIGHT KEY	1	347.60	347.60
604 Parts	SET-PB450L4-VS; ALUMINUM PUSH BAR W/ 4 LEDS 16 INT SUV WHELEN ION*	1	781.00	781.00
604 Parts	SET-PB6-VS; FENDER PROTECTOR W/SINGLE H/L WRAP 16 INT SUV	1	412.50	412.50
604 Parts	WAT-4RE ELX; WATCHGUARD 4RE CAMERA NON WIRELESS SYSTEM *SPECIFY WHERE MOUNTING DVR	1	4,850.00	4,850.00
604 Parts	WHE-MKEZ83; EZ STRAP KIT #83 48-55" NOT FOR USE W/ROOF RACK \$ INC W/ LIGHTBAR PACKAGE	1	82.50	82.50
604 Parts	WHE-GB8BEBE; LEGACY DUO 48" BAR SPECIAL ***FRONT FLOOD***	1	1,787.50	1,787.50
604 Parts	WHE-295SLSA6; SIREN/LIGHT CONTROL \$ INC W/ LIGHTBAR PACKAGE	1	335.50	335.50
604 Parts	WHE-SA315P; SPEAKER 100 WATT \$ INC W/ LIGHTBAR PACKAGE	1	152.90	152.90
604 Parts	WHE-SAK1; SA315 MT KIT UNIVERSAL	1	33.00	33.00
604 Parts	WHE-OE34UR6; OUTER EDGE, 6 LED, 2 PC 13-16 INT SUV	1	709.50	709.50
604 Parts	WHE-VTX609R; VERTEX RED	2	64.90	129.80
604 Parts	WHE-WIONB; ION WIDE ANGLE BLUE	2	82.50	165.00
604 Parts	WHE-IONBKT1; LICENSE PLATE BKT FOR IONS	1	20.90	20.90

Subtotal
Sales Tax (7.0%)
Total

Beard & Sons Inc.

DBA Line-X Southeast Customs
 606 S. Zetterower Ave. Suite 100
 Statesboro, GA 30458
 (912) 225-6062

Estimate

Date	Estimate #
6/13/2016	6882

Name / Address
Statesboro Police Department

P.O. No.	Account #	Project	Date Work Scheduled

Item	Description	Qty	Cost	Total
604 Parts	WHE-D4BBBB; DOMINATOR 4 TIR3 B/B/B/B ***REAR SIDE GLASS***	2	218.90	437.80
604 Parts	WHE-DBKT4; "L" ANGLE MT BRKT	2	19.80	39.60
604 Parts	WHE-LINSV2B; SURF MT LINZ V SERIES BLUE TIR/LIN SIDE VIEW MIRROR MT	2	121.00	242.00
604 Parts	WAT-WGP01876-KIT2; INSALLATION KIT, FORD INT SUV (EXPLORER), 2016	1	0.00	0.00
604 Parts	PRG-SP47BS13; LOWER EXT FOR RECSED PANEL	1	63.80	63.80
604 Labor	Labor	36	71.50	2,574.00
		<i>Removed equipment</i>	<i>-</i>	<i>5560.60</i>
		<i>ADD 4 TON LED'S</i>		

Subtotal	\$17,418.44
Sales Tax (7.0%)	\$0.00
Total	\$17,418.44



X-TREEM FRANCHISES, INC.

17301 GA HWY 67 SOUTH
STATESBORO, GA 30458

Estimate

Date	Estimate #
10/31/2016	1487

Name / Address
Statesboro Police Dept

			Project
Description	Qty	Cost	Total
WHE-GB8BEBE	1	2,620.80	2,620.80
Legacy DUO 48" Bar Special			
WHE-MKEZ83	1	0.00	0.00
Strap Kit			
WHE-295SLSA6	1	0.00	0.00
Siren Light Control			
WHE-SA315P	1	0.00	0.00
Speaker 100 watt			
WHE-SAK1	1	0.00	0.00
sa315 mount kit			
WHE-OE34UR6	1	801.02	801.02
Outter Edge 6 LED			
WHE-VTX609R	2	106.92	213.84
Vertex Red (taillights)			
WHE-WIONB	2	154.44	308.88
ION Wide angle Blue (TAG)			
WHE-WIONBKT1	1	27.72	27.72
License Plate BKT			
WHE-DBKT4	2	23.26	46.52
L Angle Brkt			
HAV-C-VS-1308-INUT	1	442.94	442.94
CONSOLE 21"			
HAV-C-CUP2-1	1	46.57	46.57
DUAL CUPHOLDER			
HAV-C-ARPB-114	1	295.19	295.19
ARM REST			
HAV-C-EB40WS2-1P	1	173.19	173.19
40-WS2-1P FOR A6/MPC01			
HAV-C-EB20-WGD-1P	1	40.33	40.33
2" EQUIP BRKT FOR WATCH GUARD			
		Subtotal	
		Sales Tax (7.0%)	
		Total	



X-TREEM FRANCHISES, INC.

17301 GA HWY 67 SOUTH
STATESBORO, GA 30458

Estimate

Date	Estimate #
10/31/2016	1487

Name / Address
Statesboro Police Dept

Description	Qty	Cost	Project
			Total
HAV-C-HDM-204 8.5" SIDE MT POLE WITH SHORT HANDLE	1	84.27	84.27
HAV-C-HDM-303 6" OFFSET ADAPTOR	1	282.77	282.77
HAV-C-MD-204 LOW PROFILE TILT SWIVEL	2	12.195	24.39
HAV-UT-101 UNIV LAPTOP WITH LOCK	2	15.525	31.05
HAV-C-MC CONSOLE MIC CLIP	1	1,289.45	1,289.45
HAV-C-MCB CONSOLE MIC CLIP BRACKET	1	555.41	555.41
PRG-ASBD47UINT13 SINGLE DRAW STORAGE BOX	1	107.71	107.71
PRG-P4702UINT13A STATIONARY WINDOW	1	84.48	84.48
PRG-RP47UINT13 RECESSED PANEL	1	1,446.21	1,446.21
PRG-SP47BS13 LOWER EXT FOR RECESSED PANEL	1	239.71	239.71
08PRG-WB47NPUINT13 STEEL WINDOW BARS	1	485.22	485.22
SET-PB450L4-VS ALLUMINUM PUSHBAR	1	765.82	765.82
SET-PB6-VS FENDER PROTECTOR	1	553.08	553.08
Ion Duo clear lens blue/white light for side rear glass	2	149.00	298.00
Bracket for Ion	2	15.00	30.00
Shipping		350.00	350.00
Installation		1,575.00	1,575.00
Subtotal			
Sales Tax (7.0%)			
Total			



X-TREEM FRANCHISES, INC.

17301 GA HWY 67 SOUTH
STATESBORO, GA 30458

Estimate

Date	Estimate #
10/31/2016	1487

Name / Address
Statesboro Police Dept

			Project
Description	Qty	Cost	Total
Shop Supplies		50.00	50.00
		Subtotal	\$13,269.57
		Sales Tax (7.0%)	\$0.00
		Total	\$13,269.57



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Randy Wetmore, City Manger

From: Deputy Chief Robert W. Bryan, Interim Chief of Police

Date: 10/24/16

Ref: Proposed Pilot Program for Recruitment Incentives

Recruiting qualified candidates for law enforcement positions has become increasingly challenging over the past several years, even more challenging is the recruitment of certified officers. Listed below are two proposals to assist in hiring both qualified and certified officers. These proposals can greatly assist our recruiting efforts. The cost associated with administering these programs would be offset by the saving in personnel costs from unfilled positions. The cost to send an uncertified officer to the academy is approximately \$12,500.00, as you can see even at the highest bonus rates the cost of these proposals would only potentially reach \$5,000.00. Not to mention the value of the experience we would be investing in by hiring officers who are already certified and have had additional training and experience. Many progressive law enforcement agencies are currently offering similar incentives to attract certified and qualified candidates. Some of those agencies go as far as offering signing bonuses for those who are not certified.

Certified Officer Hiring Bonus (COHB)

- Ga POST Certified no experience \$1,000.00 bonus
- Ga POST Certified less than 2 years of experience - \$2,000.00 bonus
- Ga POST Certified 2-5 years experience - \$3,000.00 bonus
- Ga POST Certified 5 + years experience - \$4,000.00 bonus
- Out of State Certified Law Enforcement experience (minimum 2 years) - \$1,500.00
 - o Any officer having been previously employed by the department and has received the COHB bonus who is rehired shall not be eligible for the Certified Officer Hiring Bonus.



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

Eligibility: To be eligible the applicant must have served with a “*Full Service Law Enforcement Agency*” in a full time sworn capacity within the past 5 years, the agency must have a minimum of 15 full-time sworn positions. “*Full Service Law Enforcement Agency*” is defined as an agency that responds to calls for service, makes arrests and files criminal cases without the service/help of another law enforcement agency.

Military Service Bonus (MSB)

- 4 years of Active Duty Military Service with Honorable Discharge - \$1,000.00
 - o Any officer having been previously employed by the department and has received the MSB bonus who is rehired shall not be eligible for the Military Service Bonus.

Total for Certified Officer and Military Service Bonus’ cannot exceed \$5,000.00

Bonus Payment Schedule: 1/3 of the Hiring bonus is paid in the first paycheck after the hire date, 1/3 of the Hiring Bonus is paid at the successful completion of the employees Field Training Officer Program and the remaining 1/3 is paid at the employees 1 year anniversary with the department.

Officers who receive the Certified Officer or Military Bonus must enter into a 3 year contract with SPD. If the officer separates from the Statesboro Police Department within the 3 year contract period the officer must repay the bonus at a prorated rate. (Within 1 year – full repayment, within 2 years 66% repayment, before 3 years 33% repayment).

The bonuses listed above are proposed as a pilot program that would start immediately and would last until the end of FY 2018. During this time we will collect data to assist in determining if the programs are having an impact on our recruiting efforts. This would include surveying newly hired officers to determine if the bonuses had an impact on their applying with SPD and monitoring the number of certified applicants we are receiving and the number that are actually hired.

The chart below illustrates the costs associated with hiring a non-certified officer, certified officer with no experience who received the Certified Officer Hiring Bonus, and a certified officer with 3 years of experience who received the Certified Officer Hiring Bonus.



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

This does not take into account the value of the 3 years of certified experience but does include an estimated cost of 20 hours of specialized training per year. The cost represented show from the time of hiring until the graduation of the FTO program where the officer can patrol in a solo capacity.

Costs	Non-Certified Cadet	Certified Officer – no experience	Certified Officer – 3 yrs experience
Pre-Employment Costs	\$358.00 (est)	\$325.00 (est)	\$325.00 (est)
Salary while in academy	\$6,979.50	\$0.00	\$0.00
Benefits while in the Academy (est. at \$17,000.00 per year or \$7.60 per hr)	\$3,762.00	\$0.00	\$0.00
Academy Uniforms	\$350.00 (est)	\$0.00	\$0.00
Fuel for Travel to Academy (8 gals a day x 11 wks x \$2 gal)	\$880.00 **	N/A	N/A
FTO Training	\$10,663.20	\$10,663.20	\$6,557.86 *
Benefits while in FTO Training (estimated at \$7.60 per hour)	\$5,472.00	\$5,472.00	\$3,283.20 *
Hiring Bonus Paid	<i>N/A</i>	\$2,000.00	\$3,000.00
20 hrs specialized training per year x 3 years	\$888.60	\$888.60	(\$888.60) ***
Cost to hire and train up to completion of the FTO Program	\$29,353.30	\$19,348.80	\$12,277.86
Savings	\$0.00	\$10,004.50	\$17,075.44

* This number is estimated showing a 40% faster completion time in the FTO Program, will vary depending on the individual officer.

** Estimated due to fuel costs and potential differences in travel locations.

*** This would be a minimum number of hours per year, many certified officers come in with a higher average number of training hours per year.



2017 Georgia Classic Main Streets Memorandum Of Understanding

MOU

1/1/2017

This document should be signed by all local parties (Mayor, Board Chair, Main Street Program Manager) and returned including original signatures to the Georgia Department of Community Affairs, c/o Leigh Burns, 60 Executive Park South, NE, Atlanta, Georgia 30329 by FEBRUARY 17, 2017.

**GEORGIA CLASSIC MAIN STREETS PROGRAM
MEMORANDUM OF UNDERSTANDING**

2017 Program Year

This agreement is entered into and executed by the Georgia Department of Community Affairs Office of Downtown Development (hereinafter referred to as "DCA"), the City/Town of Statesboro, Georgia (hereinafter referred to as "Community"), the Local Main Street Program Board of Directors, and the Downtown Manager for the Community. DCA will enter into this agreement with the above parties to provide services in return for active and meaningful participation in the Georgia Classic Main Streets Program by the Community as specified below.

This agreement outlines the necessary requirements set forth by DCA for the Community's participation in the Georgia Classic Main Streets Program for 2017. DCA is the sponsoring state agency for the Georgia Classic Main Street program and is licensed by the National Main Street Center (hereinafter referred to as "National Program") to designate, assess, and recommend for accreditation Main Street programs within the State of Georgia.

In recognition of the agreement by DCA, the Community, the Board of Directors, and the Downtown Manager to maintain an active Local Main Street Program, the parties have agreed to the following:

ARTICLE 1: THE COMMUNITY AGREES TO—

1. Appoint or contract with an entity to serve as the Board of Directors for the local Main Street Program. The city council may not serve as the Main Street Board.
2. Set and review boundaries for the target area of the local Main Street Program.
 - A. A copy of these boundaries should remain on file with DCA at all times.
 - B. The Community should work with the Board of Directors to review boundaries at least once every three years.
3. Employ a paid professional downtown manager responsible for the daily administration of the local Main Street Program.
 - A. The downtown manager must have a job description that identifies at least 75% of their duties (if a full time employee) or all of their duties (if a part-time employee) that are directly related to Main Street activities. A copy of the job description should remain on file with DCA at all times.
 - B. The downtown manager should be paid a salary consistent with other community and economic development professionals within the state. The program manager's salary must be paid in excess of minimum wage.
 - C. The Community must notify DCA within one week of any downtown manager vacancy and the Community must appoint an interim downtown manager until the position is filled. DCA must have accurate contact information for the downtown manager at all times.
 - D. Provide an annual evaluation of the downtown manager. If the manager is employed by an entity other than the local government, require that entity to provide an annual evaluation and performance review.
4. Provide for local Main Street Program solvency through a variety of direct and in-kind financial support.
 - A. If the downtown manager is an employee of the local Main Street Program and not the Community, the Community assures that the program has the financial means to pay for said manager for the period of this agreement.
 - B. The local Main Street program must maintain an identifiable and publicly accessible office space. DCA encourages this space to be in the local Main Street program area.
 - C. The local Main Street program must have sufficient funding to provide travel and training for the downtown manager and the Board of Directors.
5. Assist the downtown manager in compiling data required as part of the monthly reporting process.
 - A. Provide for a positive relationship between the downtown manager and key city staff to access the following information in a timely manner:
 - i. Business license data
 - ii. Building permit data
 - iii. Property tax data
 - iv. Geographic Information Systems data (mapping support when available)

- B. Review reported data submitted by the downtown manager to assure accuracy.
- 6. Use the "Main Street America™" name in accordance with the National Main Street Policy on the Use of the Name Main Street.
- 7. Notify DCA in writing prior to any wholesale changes in the local program, including staff changes, major funding changes, change in organizational placement of the program or major turnover in the board of directors. Such notice should be within one business week of said changes. Changes may result in program probation, the loss of accreditation or removal of program designation.

ARTICLE 2: THE BOARD OF DIRECTORS AGREES TO—

- 1. Assist the downtown manager in creating an annual work plan that incorporates incremental and meaningful goals related to the Main Street Approach™ to downtown revitalization: Community Transformation Strategies, Organization, Design, Promotion and Economic Vitality.
 - A. The work plan should include specific tasks, assignments or a point of contact for the task, related budget needs, and a timeline.
 - B. The work plan should be created on a Calendar Year format in concurrence with this Agreement (2017), and can serve as a strategic plan for the local program for a period of three years or less.
 - C. A copy of the work plan should be on file and updated with DCA.
- 2. Provide opportunities for regular public engagement and support of the Local Main Street Program.
 - A. DCA recommends a public downtown visioning event/town hall meeting at least once every three years.
 - B. The Board should identify opportunities for volunteer support and assistance in executing the work plan.
 - C. The Board should actively engage the community for financial and in-kind support of the local program.
- 3. Conduct, at least, one board training, orientation or planning retreat per year for the local program.
- 4. Meet a minimum of 6 times per year and minutes of each meeting are maintained and distributed. Such meetings should be open to the public and public notice should be given related to meeting times and agendas.
- 5. Attend training when possible to become better informed about the Main Street Approach™ and trends for downtown revitalization and to support the downtown manager.
- 6. Newly Appointed Board Members are required to attend Main Street 101, hosted by the Office of Downtown Development, within their first year of their first term.
- 7. Assure the financial solvency and effectiveness of the Local Main Street Program.
 - A. Adopt an annual budget that is adequate to support the annual work plan, maintain an office and support staff, and provide for training and travel.
 - B. Maintain current membership of the Local Main Street Program to the National Main Street Center to be eligible for accreditation.
 - C. Provide for policies to expend funds, enter into debt, and provide programming support for the local Main Street Program.

ARTICLE 3: THE DOWNTOWN MANANGER AGREES TO—

- 1. Complete all reporting required by DCA to maintain National Accreditation of the local Main Street Program.
 - A. Complete monthly economic and programming activity reports, including portions of said reports that are required as part of the local program assessment process by DCA. These reports must be completed by the 30th of the following month. (Example: March report due by April 30th). Failure to complete monthly reports in a timely manner may result in program probation, the loss of accreditation or removal of program designation.
 - B. Participate in occasional surveys by DCA related to Main Street programming.
 - C. Provide documentation of all meetings, work plans, budgets, job descriptions, and mission/vision statements for the organization.
 - D. Provide documentation to support the work of the organization as it relates to the Main Street Approach™, including information related to historic preservation as required by the National Main Street Center.
 - E. Provide, from time to time, documentation related to local ordinances, plans, codes, and policies that are specific to the Community's downtown area.
- 2. Participate in training to broaden the impact of the local Main Street Program.
 - A. One representative from the local program should attend at least one Regional Managers meeting in 2017.
 - B. The downtown manager and/or board members are expected to attend at least one preservation-related training annually.
 - C. DCA requires managers to attend at least 30 hours of training annually (including webinars, regional managers meetings, annual trainings, statewide workshops, etc.) Eligible training hours can come from both DCA and non-

DCA hosted training events. Training must be relevant to the field of downtown development, historic preservation, planning, community development and economic development.

- D. Respond to requests by DCA in a timely manner.
3. Take advantage of the Georgia Classic Main Street network of professional downtown managers.
4. All newly hired managers must complete Main Street 101 training with DCA within the first 6 months of employment in the local community.
5. Provide regular updates between the local Main Street Program and the Community.
 - A. Managers are encouraged to provide at least quarterly reports to the local government.
 - B. Managers are encouraged to provide copies of all minutes, budgets, and work plans to the local government in a timely manner.
6. Maintain and preserve project files. Document downtown projects and other major local program information in a thorough and systematic fashion. All relevant programmatic documentation should be uploaded and stored in the DCA shared Dropbox folder created for your local program. This is to help ensure a seamless transfer of project files to city representatives or successor manager in the event of personnel changes.

ARTICLE 4: DCA AGREES TO—

1. Supervise all communications between the Community, state government agencies and the National Main Street Center as it relates to the local Main Street Program.
2. Conduct a curriculum of training on an annual basis to assist the downtown manager, the Main Street Board, and the Community with the local downtown revitalization program.
 - A. DCA will offer a series of webinars (live and pre-recorded) on a diverse set of downtown related topics and will upload a copy of recorded webinars to the Georgia Main Street YouTube Channel.
 - B. DCA will offer seven Regional Managers Meetings statewide in 2017.
 - C. DCA will offer four Main Street 101 workshops and one Main Street 201 workshop throughout the year, with topics related to the Main Street Approach™
3. Assist local Main Street Programs with organizational issues that may prevent the successful progress of the Community's downtown revitalization strategy.
 - A. DCA may provide assistance, directly or through partnerships, to assist in the execution of local organization strategy sessions, trainings, retreats, and community visioning sessions.
 - B. DCA may assist communities in selecting candidates for the position of downtown manager as requested.
 - C. DCA may require a local Main Street Program to host an on-site assessment visit if the program has had a major leadership or organization change, is currently in a probationary status, or is in jeopardy of losing accreditation or designation status.
4. Provide timely assistance and guidance to the Community as a result of requests for service, monthly reports, or the annual assessment process.
 - A. DCA may contact a community upon observation of monthly reporting abnormalities, missing data or missing reports. If a community becomes delinquent in multiple reports, DCA may contact the local board chair or city administrator about the delinquency.
 - B. DCA may assist in training local staff or volunteers in the reporting process.
 - C. DCA will provide unlimited telephone consultations with local programs.
 - D. DCA will attempt to provide on-site assistance as feasible.
5. Provide ongoing press coverage of the Georgia Classic Main Streets Program, including social media outreach, to recognize and publicize the work of local programs.
6. Provide access to resource materials, sample codes and ordinances, organizational documents, and templates for local programs.
7. Conduct an annual program assessment for the Community highlighting success and opportunities for improvement.
8. Provide design services to the local program at a discounted rate. Services may include phone consultations, site visits, design training, services for local property owners and merchants, conceptual drawings, property plans and layouts, corridor plans and strategies, historic preservation plans, and historic research, among other services as requested.
9. Provide economic development assistance to encourage small business development, real estate development and property rehabilitation within the downtown area.

ARTICLE 5: ALL PARTIES AGREE THAT—

1. This agreement shall be valid through December 31, 2017.
2. This agreement may be terminated by DCA or the Community by written notice of 60 days. Termination of this agreement by the Community will result in the loss of local Main Street designation. Communities that choose to terminate their Georgia Classic Main Streets Program affiliation will be required to formally apply for and participate in the Start-Up process if they desire to regain their National Accreditation in the future.
3. If the Community, Board of Directors and/or Downtown Manager fail to fulfill their obligations set forth in this agreement, DCA reserves the right to determine a course of action for the local Main Street Program as it deems appropriate. Such course may include probation, loss of accreditation or termination of designation.
4. If at any point during the 2017 calendar year there is a change in the local program manager, the local program is required to submit a new MOU including the new manager's signature certifying that person's understanding of the requirements of this relationship.
5. Any change in the terms of this agreement must be made in writing and approved by both parties.

GEORGIA CLASSIC MAIN STREET PROGRAM
MEMORANDUM OF UNDERSTANDING: 2017 Program Year

THIS AGREEMENT IS HEREBY EXECUTED BY AND BETWEEN THE PARTIES BELOW:

LOCAL GOVERNMENT (COMMUNITY): City of Statesboro

Mayor/Chief Elected Official's Signature

Date

Printed Name

Date Term Expires

MAIN STREET BOARD OF DIRECTORS

President/Board Chairperson's Signature

Date

Printed Name

Date Term Expires

DOWNTOWN MANAGER

Allen Muldren
Manager's Signature

11/24/16
Date

Allen Muldren
Printed Name

10/08
Date Hired

Please check here if this position is vacant.

GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
OFFICE OF DOWNTOWN DEVELOPMENT
GEORGIA MAIN STREET PROGRAM

Director's Signature

Date

Jessica Reynolds
Director, Office of Downtown Development
Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329

Phone: 404-679-4859
Email: Jessica.reynolds@dca.ga.gov

Memo



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

FROM: Darren Prather, Central Services Director

DATE: 11-28-2016

Re: Recommendation—Bid Award/Tractor—PW/Streets Div.

The City of Statesboro solicited sealed bids for the purchase of a tractor to be utilized by the Streets Division of Public Works to maintain roadways. This item 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. This purchase would be for a Case IH Farmall 75C Cab Tractor in the amount of \$36,500.00. Since this is a local company and the lowest submitted bid, the local preference purchasing ordinance (Section 2.2.7) does not need to be applied.

The submitted sealed bids were as follows:

<u>Dealer/Model</u>	<u>Bid Amount</u>
1. AimTrac / Case IH Farmall 75C Cab	\$36,500.00
2. Blanchard / John Deere 5075E	\$38,900.00
3. JCB / Massey Ferguson 4607M	\$39,490.00

We recommend the purchase be awarded to AimTrac in the amount of \$36,500.00 for the purchase of a Case IH Farmall 75C Cab tractor as they have submitted the lowest responsive bid.



MEMORANDUM

To: Robert Cheshire, P.E., Deputy City Manager
From: Brad Deal, P.E., City Engineer
Re: **Applications for Banner Attachments for Blue Mile**
Date: November 29, 2016

Attached are a Governmental Pole Attachment License Agreement with Georgia Power Company and a Special Encroachment Permit Application for the Georgia Department of Transportation (GDOT) which both must be executed for the City to be permitted to attach "Blue Mile" banners to utility poles owned by Georgia Power and in the GDOT right of way along the west side of South Main Street from West Vine Street to Tillman Road. Both agreements stipulate that the City will be responsible for installation and maintenance of the banners. The agreement with Georgia Power also requires the City to procure and maintain insurance coverage for the banners.

The City Streets Division has the appropriate personnel and equipment to install and maintain the banners. Darren Prather, Director of Central Services, has reviewed and does not see any issues with the insurance requirements.

CC: Jason Boyles, Director of Public Works and Engineering
Randy Wetmore, City Manager
Darren Prather, Director of Central Services
J. Alvin Leaphart, IV, City Attorney
Robert Seamans, Streets and Parks Superintendent

Attachments: Cover Letter from Georgia Power, Georgia Power Company Governmental Pole Attachment License Agreement, GDOT Special Encroachment Permit Application

Bin 10140
241 Ralph McGill Boulevard NE
Atlanta, GA 30308-3374
404-506-2928



November 22, 2016

City of Statesboro
Attn: Randy Wetmore
P.O. Box 348
Statesboro, GA 30459

RE: Pole Attachment Agreement

Dear Mr. Wetmore:

Attached is the proposed pole attachment agreement between City of Statesboro and Georgia Power Company.

This template agreement has been discussed, submitted, and verbally accepted by GMA and has been fully accepted by ACCG over the course of several months. The main obstacles to agreement had been the requirements for providing insurance coverage. However the document attached, including the insurance language, has been signed off on for allowing cities and counties to attach certain attachments to Georgia Power Company poles. We decided on the course of action taken so that we would not have to negotiate individually with all cities and counties on the terms and conditions of the agreement.

In addition to the agreement we have developed two addendums for special equipment. One is for banners and seasonal decorations. The other is for wireless attachments which quite often require special considerations. Installation of wireless camera installations and Wi-Fi devices would require the execution of the wireless addendum. If the City has any thought of attaching wireless devices, seasonal decorations or banners in the future, please consider signing the addendums to prevent delays in installation.

For all three of the attached documents the following information will be required:

We will need three (3) originals of each signed and returned to me. After we have signed them, I will send the City a fully executed agreement for its records.

For the agreement please ensure that:

1. The contractual name is correct on Pages 1, 8, 10, and 11
2. Notices are directed to the correct location and person on page 8
3. The signature page is completed on page 10
4. The signature page is completed on Page 11 **only if the City wants to be a party to a transfer agreement.**
5. All information requested on Exhibit C on page 14 is provided

For both the banner addendum and the wireless addendum, initially there is no information required other than the proper signatures and approval. The Exhibit A, B, and C information for each of these will be required at the time of application to attach to specific poles.

If I can answer any questions or if you wish to contact me, please feel free to do so by telephone at (404) 506-2928 or by email at jdwilson@southernco.com

Sincerely,

A handwritten signature in cursive script that reads "J. Darryll Wilson".

J. Darryll Wilson
Joint Use Coordinator

Governmental Pole Attachment License Agreement

Between
Georgia Power Company
and
City of Statesboro

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POLE ATTACHMENT LICENSE AGREEMENT
GOVERNMENT USE

THIS POLE ATTACHMENT LICENSE AGREEMENT ("Agreement") is made between **GEORGIA POWER COMPANY** (hereinafter "GPC") and **CITY OF STATESBORO**, a municipality of the State of Georgia (hereinafter "Licensee"), and is subject to the following terms and conditions:

1. DEFINITIONS:

A. "Attachments" means all cables, wires, power supply equipment and cameras, traffic control equipment and hardware, and all associated hardware and equipment reasonably necessary for the attachment of said cables, wires, power supply equipment, traffic control equipment, and cameras, owned and/or utilized by Licensee that now or in the future occupy any Pole, including any Overlashing, and shall not include access to any duct, conduit or right-of-way owned by GPC, which may in GPC's sole discretion be made available under a separate Master Conduit License Agreement or other appropriate contract.

B. "Effective Date" means the date on which GPC makes written acceptance of Licensee's signed copy of this Agreement.

C. "FCC" means Federal Communications Commission.

D. "ILEC" means an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h).

E. "Inherent Dangers" means the transmission/distribution of electrical energy involves the handling of a natural force that, when uncontrolled, is inherently hazardous to life and property. Due to the nature of any work to be performed, other hazardous or dangerous conditions (not necessarily related to the inherent danger of electricity) may also be involved in performing work on Poles, including but not limited to the following dangers: physically tripping, falling objects from work being performed overhead, working on scaffolding, electric wiring, hot metal surfaces, flash burns from welding, use of heavy equipment (e.g., mobile and stationary cranes and hoists, trucks and other equipment normally used in heavy construction and hauling), and possible hazardous materials, substances and chemicals, including the presence of asbestos, polychlorinated biphenyl (PCB), solvents, lead paint and arsenic.

F. "Inspection" means any inspection to determine if an Attachment or work being performed by Licensee or its contractors thereon is in compliance with Legal Requirements and the terms of this Agreement.

G. "Joint User" means any public utility, governmental body or other entity that owns poles to which GPC has extended or may hereafter extend joint use privileges whereby GPC and such party may affix their equipment to each other's poles.

H. "Legal Requirements" means all applicable statutes, laws, rules, codes, ordinances, regulations, decisions, orders, decrees, policies, guidance, directives or common law of any Federal, state, local or other governmental body, authority or entity with jurisdiction over the subject matter of this Agreement, contract performance or the applicable party (including any

judicial or administrative interpretation), that: (1) are: (a) in effect on the Effective Date; or (b) imposed during the term of this Agreement; and (2) which in any manner affect the subject matter of this Agreement, contract performance or this Agreement, including without limitation the NESC and any other applicable safety codes and regulations.

I. “Make-Ready Project Manager” means Candler Ginn or his successor.

J. “Make-Ready Work” means all work, as reasonably determined by GPC, required to accommodate an Attachment and to comply with Legal Requirements, including but not limited to rearrangements, increasing the load bearing ability of a Pole and/or the transfer or replacement of a Pole and other reasonable requirements of GPC. Make-Ready Work also includes but is not limited to Inspections, engineering, permitting and construction.

K. “NESC” means the National Electrical Safety Code.

L. “NJUNS” means the National Joint Utilities Notification System.

M. “Overlashing” means the tying, draping, twisting, wrapping or otherwise attaching of fiber optic cable, coaxial cable or other wires over or around other host cables or wires attached to a Pole.

N. “Point of Attachment” means the approved point of attachment for an Attachment, as designated by GPC.

O. “Pole” means a GPC distribution pole.

P. “Pole Attachment Count” means a count of Licensee’s Attachments.

Q. “PSC” means the Georgia Public Service Commission.

R. “RF” means Radio Frequency.

S. “Transmission Facility” means any of GPC’s electric supply lines and support structures operated at or above 69 kilovolts (kV).

2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated in accordance with the provisions of this Agreement. Either party may terminate this Agreement upon one hundred eighty (180) days’ prior written notice. Each license granted hereunder shall continue in effect until the first to occur of the following: (i) Licensee notifies GPC in writing that it is removing the Attachment allowed under such license; (ii) GPC terminates such license pursuant to the terms of this Agreement; or (iii) this Agreement terminates.

3. **LICENSE:**

A. **Application.** Prior to affixing any Attachment, Licensee shall request approval on a form to be provided upon request by the Make-Ready Project Manager. Licensee shall submit reasonably sufficient data (including without limitation sag, tension, design and loading data) for

such Attachment, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

B. Permission. GPC shall approve or deny the application, in its sole discretion, within forty-five (45) days of receipt thereof, and may do so via electronic means, including NJUNS. After approval of an Attachment, GPC will perform Make-Ready Work and issue a conditional permit in accordance with Section 7 hereinbelow. Licensee shall not affix an Attachment until receipt of said permit. Notwithstanding the foregoing, each Attachment in place on the Effective Date that has been approved in writing by GPC is hereby granted a separate license to be governed by this Agreement.

C. Attachment Rate. To the extent permitted by applicable statutes and regulations, GPC hereby waives the right to collect a rental fee for any Attachment approved by GPC pursuant to this Agreement, provided, however, that Licensee shall not change the type or use of such Attachment as approved.

D. Service Drops. Licensee shall not place a service drop unless and until it has received prior written permission from GPC.

E. Removal.

i. Licensee must promptly notify GPC in writing when Licensee removes an Attachment. Licensee will continue to be responsible for any rental fees for removed Attachments until GPC receives written notice of removal.

ii. Upon notice from GPC that it requires use of any Attachment space (which notice shall include an estimate of the costs GPC would incur in expanding capacity necessary to accommodate both the Attachment and GPC's core utility service), Licensee shall, within thirty (30) days of receiving such notice, either remove the Attachment or pay GPC's cost of expanding capacity necessary to accommodate both the Attachment and GPC's core utility service. If Licensee shall fail to do so, GPC shall be permitted to, at its option, either remove the Attachment, or increase capacity to accommodate GPC's core utility service, and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iii. Upon notice from GPC that it is abandoning a Pole, Licensee shall, within thirty (30) days of receiving such notice, remove its Attachments from said Pole. In the event that Licensee fails to do so, GPC shall have the right to remove or cause to be removed any such Attachments and Licensee shall reimburse GPC for all reasonable costs incurred for same.

iv. Licensee shall remove an Attachment no later than thirty (30) days following termination of the applicable license and/or this Agreement. Notwithstanding anything herein to the contrary, Licensee shall remove any unauthorized or unapproved Attachment promptly upon notice from GPC.

4. RESTRICTIONS ON USE:

A. Purpose. Licensee is a governmental entity and will affix Attachments for the sole purpose of internally conducting government business, which shall not include providing services for a profit. Licensee shall not affix Attachments for the purpose of providing wireless internet service to the public, nor shall Licensee affix any Attachments that would be subject to the mandatory access requirements of 47 U.S.C. § 224(f).

B. Change in Type or Use. Licensee will not make any change to the type or use of its Attachments without prior written approval from GPC.

C. Cameras. Licensee shall limit the use of camera Attachments to lawful crime prevention and investigation. When required by a Legal Requirement, Licensee shall obtain any necessary authority or order from a court with appropriate jurisdiction and provide GPC with a copy of same prior to Licensee's use of any camera.

D. Wireless. Licensee shall not affix any wireless Attachments unless and until it has entered into a separate wireless addendum to this Agreement, the form of which the Make-Ready Project Manager will provide upon request by Licensee; and Licensee shall only affix wireless Attachments in accordance with said addendum.

5. RIGHTS-OF-WAY AND EASEMENTS: GPC does not warrant the extent of its rights-of-way or easements. Licensee shall be responsible for obtaining any real property rights necessary for Attachments on a Pole. If GPC determines that Licensee's use of a Pole is not permitted or is prohibited by the underlying property owner, Licensee shall, upon notice from GPC, promptly remove its Attachments from such Pole.

6. OVERLASHING: Licensee must obtain written approval from GPC prior to Overlashing. Each request for approval must state the intended use of the Overlashing and must include a certification by Licensee that the Overlashing will be in compliance with the NESC and include reasonably sufficient data (including without limitation sag, tension, design and loading data) for such Overlashing, in form prescribed by GPC, such that GPC can ascertain whether Licensee's construction plan complies with the requirements set forth in such data and applicable industry standards.

7. MAKE-READY WORK:

A. Who May Perform. Only GPC and its contractors are authorized to perform Make-Ready Work, provided, however, that Licensee shall be permitted to rearrange its own existing Attachments. Licensee shall never work on or impact another party's attachments, except where such party has given Licensee written approval to perform such work. All Make-Ready Work shall be performed in accordance with all Legal Requirements.

B. Payment. For an approved Attachment, GPC shall provide Licensee with an engineering survey and the estimated cost of Make-Ready Work within fourteen (14) days of conditional approval of the Licensee's permit. The engineering survey will depict the Point of Attachment. The estimate will remain valid for fourteen (14) days following notification. Upon receipt of Licensee's written acceptance of the estimated cost, GPC will invoice Licensee for the

estimated cost. Make-Ready Work will not begin until GPC receives full payment of the estimated cost, which Licensee shall pay to GPC within thirty (30) days of the invoice date. If the actual cost exceeds the estimated cost, GPC will invoice Licensee for the excess cost and Licensee shall pay the excess costs to GPC within thirty (30) days of the invoice date. If the actual cost is less than the amount tendered, GPC will refund the excess payment amount. The total cost for Make-Ready Work shall include any and all costs incurred by GPC in connection with the Make-Ready Work.

C. Location. Attachments must be placed at the Point of Attachment and must not interfere with any other party's equipment on the Pole. The Attachment space for wire Attachments is six (6) inches above and below the Point of Attachment. The Attachment space for wireless Attachments will be determined by GPC by the space occupied by such Attachments. Licensee shall not use a GPC anchor or affix or attempt to affix an Attachment to a Transmission Facility without the express written approval of GPC.

D. Affixing. Following completion of Make-Ready Work, GPC will issue a conditional permit to Licensee to affix its Attachment. The Attachment must be affixed and any related construction work completed within one hundred twenty (120) days of permit issuance. Licensee will notify GPC in writing at least three (3) business days prior to starting work on the Attachment and within three (3) business days of completing same. GPC or its contractors will perform an Inspection. In the event that GPC determines that an Attachment or any work thereon fails to comply with any Legal Requirements or the terms of this Agreement, GPC will so notify Licensee and Licensee shall make any necessary repairs or corrections within thirty (30) days thereafter, or immediately if the violation creates a danger to persons or property. GPC or its contractors will then perform further Inspections as necessary until it determines that Licensee is in compliance with all Legal Requirements and the terms of this Agreement.

8. SAFETY COMPLIANCE:

A. Licensee shall only use persons to perform work on Poles who are qualified by the education and experience necessary to provide high quality performance of work on Poles and who possess each license, registration, certification or other qualification required by any Legal Requirements to perform any work contemplated by this Agreement to be performed by Licensee or its contractors. Such persons must exercise that degree of skill and care required by the highest level of accepted professional standards with respect to performing work on Poles and shall have been properly trained on the hazards as set forth in 19 C.F.R. § 1910, Subpart S and § 1910.269. Licensee is solely responsible for assuring such persons have the necessary qualifications, expertise and safety training.

B. Before any person has performed any work contemplated by this Agreement by, through or for Licensee on or near any facilities of GPC, Licensee must adequately instruct and warn such person concerning the hazards and Inherent Dangers associated with performing work on Poles, including without limitation the danger inherent in making contact with GPC's electrical conductors and of coming closer to such conductors than is permitted by the NESC or by regulations of the Occupational Safety and Health Administration.

C. Licensee shall ensure that all Attachments and any equipment and work in connection therewith are in compliance with all Legal Requirements, including but not limited to separation and clearance requirements. Licensee shall use its best efforts to correct any safety violations that are the responsibility of Licensee within thirty (30) days of Licensee having knowledge of same, except for violations creating a danger to persons or property, which must be corrected immediately upon discovery.

9. TRANSFER AND REARRANGMENT:

A. Licensee may authorize GPC to transfer its Attachments when necessary due to a relocation or replacement of a Pole, at Licensee's expense and in accordance with the terms and conditions set forth on Exhibit A attached hereto, incorporated herein by reference and made a part hereof, by executing Exhibit A.

B. In the event that an Attachment must be rearranged or transferred in order to accommodate another party requesting to attach, GPC, its contractors or the party requesting to attach shall be permitted to rearrange or transfer Licensee's Attachment if Licensee has failed to do so within thirty (30) days of notice from Licensor, or such other time period as may be required by applicable Legal Requirements.

10. POLE ATTACHMENT COUNTS: GPC shall not charge Licensee for any Pole Attachment Count for Attachments that are both (a) validly permitted under and in compliance with this Agreement and (b) not subject to the mandatory access requirements of 47 U.S.C. § 224(f).

11. PAST DUE PAYMENTS: In addition to any other right or remedy available to GPC, if Licensee fails to make any payment under this Agreement within thirty (30) days after it becomes due and payable, then Licensee will pay interest thereon at a rate equal to the lesser of one and one-half percent (1.5%) per month or the highest rate permitted by law. GPC will apply all payments to interest first and then to principal in the order in which it has become due. To the extent allowed by Georgia law, Licensee will reimburse GPC for all expenses that GPC incurs in connection with collection of any past due payment, including without limitation legal fees.

12. INSURANCE: Licensee shall procure and maintain insurance to protect it and GPC against claims for damage to property and bodily injury or the death of persons in the amount of \$1,000,000 for damages arising from one occurrence and \$1,000,000 for aggregate claims. Licensee shall also carry insurance sufficient to cover claims under workmen's compensation laws for Licensee's operations within GPC's service area. All such insurance shall be kept in force by Licensee for the life of this Agreement and the company or companies issuing such insurance shall be subject to the reasonable approval of GPC. GPC shall be named an additional insured under Licensee's liability insurance policy and the policy must state that the insurance company is waiving any right of subrogation against GPC. Licensee shall furnish to GPC a certificate showing the issuance of such insurance and the insurance company's agreement that it will not cancel, terminate, or change its policy except after thirty (30) days' prior written notice to GPC. Licensee's failure to maintain insurance coverage as required by this Agreement shall

be deemed a material breach and Licensee's rights to affix Attachments shall be suspended until Licensee is in full compliance with the foregoing insurance requirements.

13. RELEASE AND LIMITATION OF LIABILITY: TO THE EXTENT ALLOWED BY GEORGIA LAW, LICENSEE ACKNOWLEDGES AND AGREES THAT GPC'S LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON SHALL BE LIMITED SOLELY TO ACTS AND OMISSIONS CAUSED BY GPC'S NEGLIGENCE, AND HEREBY AGREES TO AND RELEASES GPC FROM ANY AND ALL LIABILITY FOR DAMAGES TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON EXCEPT TO THE EXTENT CAUSED BY GPC'S NEGLIGENCE. LICENSEE FURTHER AGREES THAT, TO THE EXTENT ALLOWED BY GEORGIA LAW, GPC SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND AND THAT ANY CLAIM BROUGHT AGAINST GPC BY A THIRD PARTY ARISING FROM AN ACT OR OMISSION OF LICENSEE SHALL BE SUBJECT TO AND COVERED BY THE INSURANCE POLICY LICENSEE ACQUIRES PURSUANT TO ITS CONTRACTUAL OBLIGATIONS UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH POLICY SHALL PROVIDE COVERAGE IN ACCORDANCE WITH, AND NOT LESS THAN, THAT DESCRIBED IN THE TERMS AND CONDITIONS OF THE ACCG-IRMA COVERAGE AGREEMENT EFFECTIVE 1 JULY 2011, AS ENDORSED TO ADD GPC AS AN "ADDITIONAL MEMBER."

14. WARRANTY EXCLUSIONS: GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE REGARDING THE CONDITION OF ANY POLE OR ANY SERVICE MADE AVAILABLE TO LICENSEE UNDER THIS AGREEMENT OR ANY WORK PERFORMED BY GPC, ITS AFFILIATES, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS. NO APPROVAL TO AFFIX AN ATTACHMENT SHALL CONSTITUTE A GUARANTEE OR REPRESENTATION THAT ADEQUATE SPACE EXISTS FOR SUCH ATTACHMENT ON ANY POLE AT THAT TIME OR IN THE FUTURE.

15. REPAIR AND OTHER WORK PERFORMED BY GPC: In the event that GPC makes repairs or performs any work, other than transfers and rearrangements pursuant to Section 9(A) and Exhibit A to this agreement, to a Pole on which Licensee has an Attachment, GPC will bill Licensee for the actual costs of any portion of said repairs or other work that directly benefit Licensee, as determined by GPC, and Licensee shall make payment to GPC within thirty (30) days of the date of invoice. In the event GPC determines that any work or repairs (including but not limited to removal of Attachments) are necessary because of a violation by Licensee of this Agreement or because of an attachment by Licensee that is not in compliance with this Agreement, GPC or its contractors shall be entitled to perform such work or repairs. Licensee shall be responsible for the full cost of such work or repairs and shall make payment to GPC within thirty (30) days of the date of invoice for same.

16. NOTICE: All notices regarding the affixing, maintenance or removal of an Attachment shall be sent electronically using NJUNS. All other notices shall be sent by electronic mail, facsimile or in written form delivered either personally or by mail, courier or similar reliable means of dispatch to the following address:

GPC:

Georgia Power Company
Attn: Joint Use Coordinator
241 Ralph McGill Boulevard, N. E.
Bin 10140
Atlanta, GA 30308-3374
Email: jdwilson@southernco.com
Facsimile: 404-506-2925

For permit applications:

Georgia Power Company
Attn: Make-Ready Project Manager
829 Jefferson Street
Atlanta, GA 30318

Licensee:

City of Statesboro
Attn: City Manager
P.O. Box 348
Statesboro, GA 30459

17. MARKING OF OVERHEAD CABLES: Licensee shall mark all of its overhead cables attached to Poles in accordance with the marking standards set forth in **Exhibit B** attached hereto, incorporated herein by reference and made a part hereof. In the event that Licensee fails to mark an overhead cable, GPC shall have the right, at Licensee's expense, to mark same.

18. LICENSEE INFORMATION: Licensee must provide the information requested on **Exhibit C** attached hereto, incorporated herein by reference and made a part hereof, on or before the Effective Date. Licensee shall provide GPC with written notice within thirty (30) days of any change to such information.

19. FORCE MAJEURE: Neither GPC nor Licensee shall be liable for any delay, failure in performance, loss or damage due to force majeure conditions, including but not limited to fire, explosion, power failures, pest damage, lightning, extreme heat or cold, power surges, strikes, labor disputes, water, acts of God, the elements, war, civil disturbance, acts of civil or military authorities or the public enemy, inability to secure raw materials including Poles, inability to obtain transportation, fuel or energy shortages, failure of either performance or availability of

communication services or network poles, failure of an ILEC or third-party utility to act notwithstanding reasonable efforts on the part of GPC or the Licensee or other causes beyond the parties' control.

20. MISCELLANEOUS: Licensee shall comply, and shall require that its contractors comply, at all times with all Legal Requirements. Licensee may not assign this Agreement in whole or in part without the prior written consent of GPC and shall not permit any third party to overlash or affix any attachments. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any litigation arising from any alleged breach of this Agreement must be brought in an appropriate court in Fulton County, Georgia. Any headings inserted herein are for convenience only, and shall not add to or subtract from the meaning of the contents of any provision herein. This Agreement may only be modified by a writing executed by both parties. Failure by GPC to enforce any term of this Agreement shall not constitute a waiver of future compliance with any such term. If any provision of this Agreement is found to be illegal or otherwise invalid, the validity of the remaining provisions shall not be impaired. The parties shall attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as such invalid provision and the replacement provision shall be deemed effective retroactively to the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. In the event this Agreement is terminated, the terms and conditions set forth herein shall survive and continue in force with respect to: (i) determining either party's failure to perform during the term of the Agreement; (ii) any failure by Licensee to move or remove its Attachments or to comply with applicable safety standards; and (iii) determining Licensee's responsibility regarding Licensee's assumption of ownership of abandoned Poles. This is the entire Agreement between the parties with respect to Attachment rights and supersedes all prior agreements, proposals, communications and understandings between the parties concerning the subject matter contained herein.

[SIGNATURES COMMENCE ON NEXT PAGE]

LICENSEE:

Adopted at _____, Georgia this ____ day of _____, _____.

CITY OF STATESBORO

By: _____

Title: Mayor
City of Statesboro

Attest:

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____

Leslie R. Sibert
Distribution Vice President

Date: _____

EXHIBIT A

TRANSFER OF EQUIPMENT

RECITALS

Pursuant and subject to the foregoing Agreement, Licensee holds a license to affix Attachments. Licensee wants GPC to transfer its Attachments when GPC transfers its own electric distribution facilities during the replacement or relocation of Poles. GPC is willing to transfer such Attachments on the terms and conditions set forth in this Exhibit A. Accordingly, for value received, the parties agree as follows:

TERMS AND CONDITIONS

1. **TRANSFER OF ATTACHMENTS.** If GPC is relocating or replacing a Pole and determines that the transfer of Licensee’s Attachments on such Pole is appropriate, then GPC or its contractors may transfer such Attachments concurrent with the transfer of GPC’s own equipment attached to such Pole. If GPC replaces or relocates a Pole, but does not transfer Licensee’s Attachments, GPC will notify Licensee so as to enable Licensee to make such transfer, and the Agreement will govern the rights and obligations of the parties with respect to such Pole.
2. **FEES.** Licensee will pay GPC, within thirty (30) days of the date of invoice, GPC’s standard fee for any work performed by GPC or its contractors under this Exhibit A as established and amended by GPC from time to time. As of the date indicated below, the standard fee is \$85.00 per Attachment.
3. **GOVERNING AGREEMENT.** In performing their obligations under this Exhibit A, the parties will remain governed by the terms and conditions of the Agreement, including without limitation those provisions relating to limitation of liability.
4. **TERMINATION.** This Exhibit A may be terminated by either party upon written notice to the other party.

Licensee hereby accepts and authorizes GPC or its contractors to transfer its Attachments in accordance with the foregoing terms and conditions.

LICENSEE:

GPC:

CITY OF STATESBORO

GEORGIA POWER COMPANY

By: _____
 Name: Jan J. Moore
 Title: Mayor
 Date: _____

By: _____
 Leslie R. Sibert
 Distribution Vice President
 Date: _____

EXHIBIT B

GPC OVERHEAD CABLE MARKING STANDARD

Licensee shall mark all of its Attachments in accordance with the following standards:

NJUNS - CTY - OPTIONAL

NJUNS = NJUNS* Member Code (up to 6 alphanumeric digits)
CTY = County Code from County Rate Chart (3 digit number)
OPTIONAL = Optional space for attachee's internal use (Any length)

Example: **OWNER1 - 033 - Marietta**

NJUNS member code for owner of Attachment is "OWNER1"
County where Attachment is located is Cobb County.
Franchised area where Attachment is located is Marietta.

Requirements:

On installation, Attachments shall be marked on the following Poles:

- Every end pole.
- Every junction pole.
- Every 5th pole.

Multiple Attachments on a Pole must each be marked.

On older lines not marked, Attachments should be marked as Poles are visited.

If Licensee's name changes or if Licensee acquires or sells Attachments, Licensee shall revise the NJUNS website table to reflect the new information as soon as the website table is available.

The marker shall have a life span of at least ten (10) years.

Letter height shall be at least three-quarters of one inch (3/4") tall.

Letters shall be black on an orange background.

The marker shall be legible from the ground.

*NJUNS = National Joint Utilities Notification System (www.njuns.com)

COUNTY CODE CHART

County Code	County	County Code	County	County Code	County
001	APPLING	054	EVANS	107	NEWTON
002	ATKINSON	055	FANNIN	108	OCONEE
003	BACON	056	FAYETTE	109	OGLETHORPE
004	BAKER	057	FLOYD	110	PAULDING
005	BALDWIN	058	FORSYTH	111	PEACH
006	BANKS	059	FRANKLIN	112	PICKENS
007	BARROW	060	FULTON	113	PIERCE
008	BARTOW	061	GILMER	114	PIKE
009	BEN HILL	062	GLASCOCK	115	POLK
010	BERRIEN	063	GLYNN	116	PULASKI
011	BIBB	064	GORDON	117	PUTNAM
012	BLECKLEY	065	GRADY	118	QUITMAN
013	BRANTLEY	066	GREENE	119	RABUN
014	BROOKS	067	GWINNETT	120	RANDOLPH
015	BRYAN	068	HABERSHAM	121	RICHMOND
016	BULLOCH	069	HALL	122	ROCKDALE
017	BURKE	070	HANCOCK	123	SCHLEY
018	BUTTS	071	HARALSON	124	SCREVEN
019	CALHOUN	072	HARRIS	125	SEMINOLE
020	CAMDEN	073	HART	126	SPALDING
021	CANDLER	074	HEARD	127	STEPHENS
022	CARROLL	075	HENRY	128	STEWART
023	CATOOSA	076	HOUSTON	129	SUMTER
024	CHARLTON	077	IRWIN	130	TALBOT
025	CHATHAM	078	JACKSON	131	TALIAFERRO
026	CHATTAHOOCHEE	079	JASPER	132	TATTNALL
027	CHATTOOGA	080	JEFF DAVIS	133	TAYLOR
028	CHEROKEE	081	JEFFERSON	134	TELFAIR
029	CLARKE	082	JENKINS	135	TERRELL
030	CLAY	083	JOHNSON	136	THOMAS
031	CLAYTON	084	JONES	137	TIFT
032	CLINCH	085	LAMAR	138	TOOMBS
033	COBB	086	LANIER	139	TOWNS
034	COFFEE	087	LAURENS	140	TREUTLEN
035	COLQUITT	088	LEE	141	TROUP
036	COLUMBIA	089	LIBERTY	142	TURNER
037	COOK	090	LINCOLN	143	TWIGGS
038	COWETA	091	LONG	144	UNION
039	CRAWFORD	092	LOWNDES	145	UPSON
040	CRISP	093	LUMPKIN	146	WALKER
041	DADE	094	MACON	147	WALTON
042	DAWSON	095	MADISON	148	WARE
043	DECATUR	096	MARION	149	WARREN
044	DEKALB	097	McDUFFIE	150	WASHINGTON
045	DODGE	098	McINTOSH	151	WAYNE
046	DOOLY	099	MERIWETHER	152	WEBSTER
047	DOUGHERTY	100	MILLER	153	WHEELER
048	DOUGLAS	101	MITCHELL	154	WHITE
049	EARLY	102	MONROE	155	WHITFIELD
050	ECHOLS	103	MONTGOMERY	156	WILCOX
051	EFFINGHAM	104	MORGAN	157	WILKES
052	ELBERT	105	MURRAY	158	WILKINSON
053	EMANUEL	106	MUSCOGEE	159	WORTH

EXHIBIT C
(Provide Information on Additional Pages if Necessary)

Licensee's Attachments will provide the following services to Licensee's customers:

Banner attachments

Licensee intends to affix Attachments in the following counties pursuant to this Agreement:

Bulloch

(Note: If Attachments will only be in part of a county, provide the names of roads or streets that most closely constitute a boundary of the service areas.)

Licensee's NJUNS Member Code and contact e-mail address are as follows:

engineering@statesboroga.gov

Licensee's applicable FCC and PSC license numbers for service to be provided by its Attachments are as follows:

FCC License Number(s): N/A

PSC License Number(s): N/A

**Addendum for
Attachment of Banners and Seasonal Decorations
to the
Governmental Pole Attachment License Agreement
Between
Georgia Power Company
and
City of Statesboro**

WHEREAS, Georgia Power Company (hereinafter “Georgia Power”) and City of Statesboro (hereinafter “Licensee”) have entered into a Pole Attachment License Agreement, dated _____ (hereinafter the “Agreement”); and

WHEREAS, Georgia Power and Licensee mutually desire to expand the scope of the Agreement to allow for the Attachment of Banners and Seasonal Decorations to the Poles of Georgia Power;

NOW THEREFORE, in consideration of mutual promises contained herein, Georgia Power and Licensee enter into this Addendum for the Attachment of Banners and Seasonal Decorations (the “Addendum”) and agree as follows:

1. The terms and conditions of the Agreement shall govern this Addendum, except as explicitly stated herein.
2. “Banners” shall mean a sign that is not made of rigid material nor enclosed in a rigid frame so as to allow movement, and that is mounted to a Pole, along with all the equipment required to accommodate the installation of said sign. All Banners must comply with Georgia Power’s specifications.
3. “Poles” shall include, for the purposes of this Addendum only, Georgia Power distribution poles as well as Georgia Power lighting poles and other similar structures.
4. “Seasonal Decorations” include natural or artificial evergreens, ornaments, lanterns, artificial candles, figurines and the like, which may be illuminated or otherwise electrified, along with all the equipment required to accommodate the installation of said items. Seasonal Decorations do not include any form of wireline or wireless communications device, signs, commercial advertising or messages, political advertising or messages, pole-to-pole banners or fixtures, street-crossing banners or fixtures, open flames of any type, or any other fixture of whatever type, size or character that Georgia Power, in its sole discretion, shall prohibit or refuse to allow to be placed on its Poles. All Seasonal Decorations must comply with Georgia Power’s specifications.
5. Licensee may not affix Banners or Seasonal Decoration to any Pole until Licensee requests and receives written permission from Georgia Power, using the form attached hereto as Exhibit A, “Banner and Seasonal Decoration Permit Application.” Georgia Power may deny any such request in its sole discretion, and nothing in this Addendum shall be construed to require Georgia Power to approve any request under any circumstances. Such request(s) for permission to attach Banners and Seasonal Decorations shall include information as to the number of Poles Licensee plans to attach to, a description of the Banner or Seasonal Decoration to be attached, and the duration of the Banner or Seasonal Decoration display. All such requests shall be submitted to:

Georgia Power Company
Attn: Joint Use Coordinator
241 Ralph McGill Boulevard, N. E.
Bin 10140

Atlanta, GA 30308-3374
Email: jdwilson@southernco.com
Facsimile: 404-506-2925

6. Licensee's Banners and Seasonal Decorations must be located in a space designated by Georgia Power. The Banners and Seasonal Decorations must comply with all Legal Requirements, including, but not limited to, separation and clearance requirements and all Georgia Power construction standards and requirements. Licensee's Banners and Seasonal Decorations must not interfere with or obstruct any other party's equipment on a Pole.

7. Licensee shall remove all of its Banners and Seasonal Decorations from Georgia Power's Poles no later than 10 days after the date specified in Licensee's Banner and Seasonal Decoration Permit Application. Licensee shall give written notice to Georgia Power upon removal of any Banners or Seasonal Decorations. If Licensee does not immediately so remove all such Banners and Seasonal Decorations, then Georgia Power shall be entitled to remove any remaining Banners or Seasonal Decorations at Licensee's sole cost and expense and without any liability therefor. Georgia Power may, in its discretion, arrange for Licensee to leave on Georgia Power's Poles some or all equipment necessary to accommodate the installation of any Banner or Seasonal Attachment removed under this Section 7.

8. In the event that any of Licensee's Seasonal Decorations require electric power, Georgia Power's written approval shall describe the manner in which such Seasonal Decorations must be connected to sources of power on Georgia Power's Distribution Pole(s). The Seasonal Decorations that require electric power shall be connected to Georgia Power's electric power distribution system present on the Pole on which the Seasonal Decoration is located and shall not draw on any other power source. Electric power to Licensee's Seasonal Decorations shall be billed based on an estimated energy use of the Seasonal Decoration for the duration of the display. Georgia Power shall invoice Licensee for the estimated amount of energy used, and Licensee agrees to pay Georgia Power for such power within a reasonable time of receipt of said invoice.

(Signatures Commence on Next Page)

AGREED TO AND EFFECTIVE, this _____ day of _____, 20____,
by:

LICENSEE:

Adopted at _____, Georgia this _____ day of _____, 20____.

CITY OF STATESBORO

By: _____

Title: *Mayor*
City of Statesboro

Attest:

Name & Title

Entered upon the Minutes, Minute Book _____, Page _____.

Date: _____

GPC:

GEORGIA POWER COMPANY

By: _____ (SEAL)

Leslie R. Sibert, Distribution Vice President

Date: _____

EXHIBIT A
Banner and Seasonal Decoration Permit Application

City of Statesboro
Name of Licensee

P.O. Box 348
Mailing Address

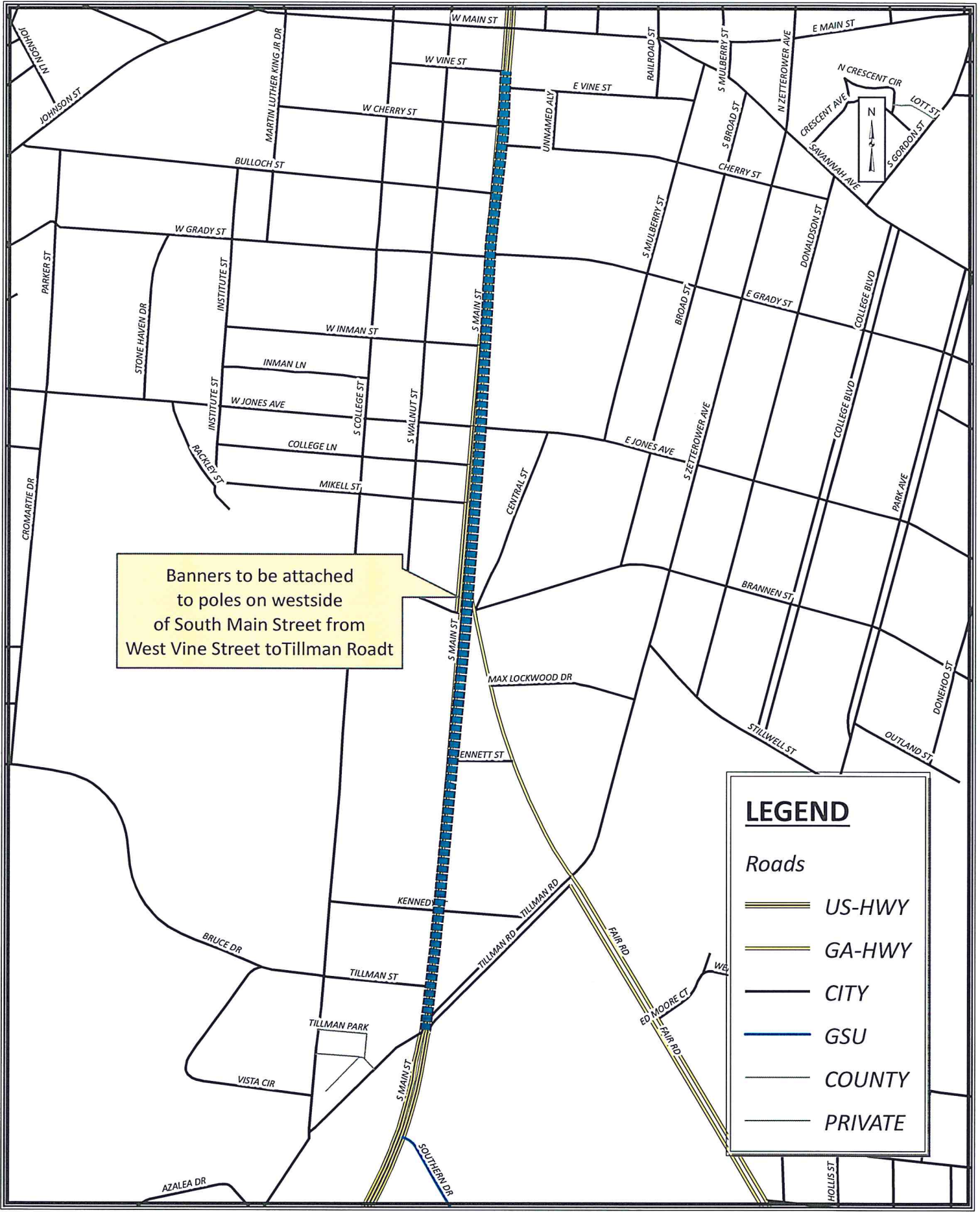
Statesboro, GA 30459
City State Zip Code

Number of Poles to Attach Banners or Seasonal Decorations: 50.

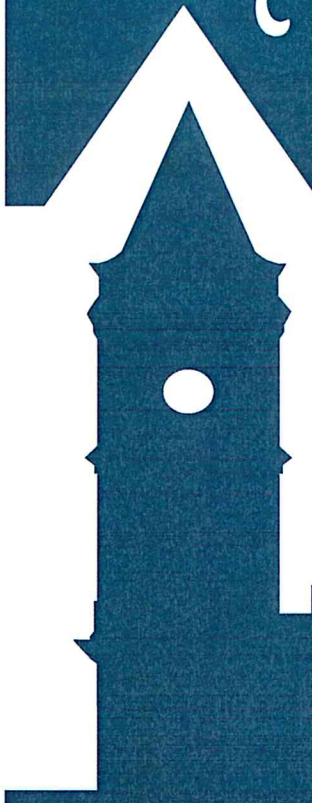
Location of Poles (sketch attached hereto as Exhibit "B"):
Along the west side of U.S. 301 South, from East Vine Street to
Tillman Road.

Description of Displayer's Banners or Seasonal Decorations (visual description attached hereto as Exhibit "C"):
Banners will read "Welcome to the Statesboro Blue Mile."
Banners are 24" x 36". Layout is attached.

Duration of Display: To be determined



*Welcome
to the*



**STATESBORO
BLUE
MILE**



Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

November 14, 2016

City of Statesboro
Attn: Randy Wetmore, City Manager
50 E. Main Street
Statesboro, Georgia 30458

Tracking Number: 530149; State Route 73; Mile Post 13.77; Bulloch County

Dear Applicant:

Please find enclosed an application to perform work within the right of way of the above referenced State Route location. Please sign and return all four copies witnessed in ink for further processing. Please complete the "Banners Agreement" that is enclosed and submit along with the application.

If you have any questions or find anything that is not correct, please notify Jeremy Barwick of this office at (912) 530-4412 or by mail at P.O. Box 610 Jesup, Ga. 31598-0610. We will look forward to processing your permit upon receipt of all signed applications.

Sincerely,

Jeremy Barwick
Transportation Engineer 2

Please return signed application to:
Department of Transportation
204 North Highway 301
Jesup, Georgia 31546
(912) 530-4412
Attention: Jeremy Barwick, Traffic Operations

DOT 7410

REV. 04/1982
REV. 06/2000

Distribution
(AFTER APPROVAL)
White – Applicant
Yellow – General Office
Blue – District Engineer
Green – Field Inspector

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
ATLANTA, GEORGIA
30334-1002



(FOR DOT USE ONLY)	
District No.	5
State Route No.	007300
Mile Point No.	13.77
County	Bulloch
Permit No.	

APPLICATION AND PERMIT FOR SPECIAL ENCROACHMENT
TO: GEORGIA DEPARTMENT OF TRANSPORTATION, ATLANTA, GEORGIA 30334-1002

Application is hereby made by

_____ Name of Applicant _____ (Area Code) Phone No. _____
 _____ Post Office Address _____ City and State Zip Code _____

for permission to accomplish work on the Right-of-Way of STATE HIGHWAY NO. 007300
 U.S. 301 within the City Limits of Statesboro and in Bulloch County,
 in accordance with the ATTACHED PLANS and subject to the Rules and Regulations for Driveway and Encroachment
 Control on file in the General Office of the Georgia Department of Transportation, and made a part hereof by reference
 thereto, and any SPECIAL REQUIREMENTS set forth herein. The description of the proposed work is to:
This permit is for the proposed installation of banners throughout the city limits located on the west side of SR 73.

The proposed work site is located on the property on the W side of the highway beginning _____ Feet,
 _____ N. S. E. W. _____ From Nearest Street
 _____ of the center line, of _____ and Fronting _____
 _____ N. S. E. W. _____ Nearest Street or Road _____ Total Frontage Used
 Feet further _____ along said Highway; and at mile post 13.77
 _____ N. S. E. W.

The City of Statesboro has proposed to install banners along the west side of SR 73 throughout the city limits.
Approximately 50 locations / poles established. The project limits are from M.P. 12.19 to M.P. 15.34.

Permit requested this _____ day of _____, 20 _____,

 By
 _____ Type or Print Name

 _____ Sign in Ink on All Copies
 _____ Title
 _____ If Agent or Official for Applicant

FORM TO BE COMPLETED BELOW THIS LINE BY GEORGIA DEPARTMENT OF TRANSPORTATION

Non-Limited Access – Approval by District Office Limited Access – Approval by General Office

SPECIAL REQUIREMENTS: (by DOT only)
 This Permit shall comply with GDOTs current Specifications, Standards, Policies and Details. This Permit is associated with a
 Banners on State Right of Way Agreement not to exceed 5 years from date of approval.

PERMIT GRANTED to perform the above-described work in accordance with REQUIREMENTS of the Georgia Department
 of Transportation; this _____ day of _____, 20 _____,

*This permit is to be strictly construed and no work other than that specifically
 described above is hereby authorized. The work authorized herein must begin
 within three months from the date of approval and must become completed on
 a schedule satisfactory to the department and not to exceed twelve months
 from the date the permit is approved.*

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

By _____
 _____ District Engineer _____
 _____ Title

No modifications or changes may be made to the text of this permit, unless agreed upon in writing by the
 Department. A copy of the form for this permit is on file with the Department's Office of Traffic Operations,
 General Office, and the language therein shall be deemed to control in the event of any dispute concerning the
 specific provisions of this permit or any modifications to same.

**AGREEMENT
BANNERS ON STATE RIGHTS OF WAY**

**GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF _____, _____ COUNTY**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter sometimes referred to as “DEPARTMENT” or “LICENSOR”, and the City of _____, hereinafter referred to as “LICENSEE”, and hereinafter sometime collectively referred to as the “parties”.

WHEREAS, the LICENSEE desires to place banners on state rights of way in their jurisdiction and perform certain activities related to placement, removal, and maintenance of banners, hereinafter called the PROJECT, and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that if such permission is granted, the LICENSEE shall bear all costs and liability associated with the PROJECT, and

WHEREAS, the LICENSEE has represented to the DEPARTMENT that if such permission is granted, the LICENSEE shall use only its existing facilities, or obtain written permission from existing individual facility owners and provide copies of said permissions to the DEPARTMENT,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants as herein contained, it is agreed by and between the parties here to that:

The DEPARTMENT shall permit the LICENSEE to perform or cause to be performed, the PROJECT, consisting of certain services related to placement, removal, and maintenance of banners on the DEPARTMENT’S rights of way at the locations described in EXHIBIT A- LOCATION, and as described in EXHIBIT B- CONDITIONS, attached and incorporated into this agreement.

City Official Name, Title
Date _____

Witness

District Engineer, Georgia Department of Transportation
Date _____

Witness

AGREEMENT for BANNERS ON STATE RIGHTS OF WAY
GEORGIA DEPARTMENT OF TRANSPORTATION and
_____, _____, COUNTY

**ATTACHMENT A
LOCATIONS**

Banners to be located at ___ permanent locations, more or less, on the utility poles of
_____ throughout the City of _____
in _____ County, Georgia.

AGREEMENT for BANNERS ON STATE RIGHTS OF WAY
GEORGIA DEPARTMENT OF TRANSPORTATION and
THE CITY OF _____, _____ COUNTY

**ATTACHMENT B
CONDITIONS**

The City may erect banners at the described locations which enter into or encroach upon GDOT Right of Way, which are at a height not to interfere with traffic operations, and with shall not block the line of sight for the traveling public.

No banner shall at any time contain or have attached to it, any wording, message, image, or logo which conveys advertising for any business, enterprise, event, product or person.

The City of _____ shall bear all costs regarding the maintenance of said banners. To the extent that any claims regarding the banners are not barred by sovereign immunity, and to the extent that liability as to any claims regarding the banners is appropriately determined by any court of competent jurisdiction, then the City shall be responsible for any liability associated with the banners. Notwithstanding the foregoing, no term or provision of this letter agreement shall be construed or inferred to waive any and all defenses available to the City of _____, regarding the banners and claims associated with the banners, including but not limited to sovereign immunity.

The City of _____ shall be responsible for obtaining written permission from the owner of the utility poles, being currently _____, or its successors. The City of _____ will be obligated to provide to the Georgia Department of Transportation any written consent as to the use of said poles for the banners for future years the banners are in place.

The City of _____ shall bear the cost and responsibility of maintaining the banners, as provided herein, and the Georgia Department of Transportation shall have no duty or obligation to maintain the banners.

The term of this letter agreement shall be for five years, beginning the date of acceptance of the letter agreement by the Georgia Department of Transportation. The letter agreement shall be renewable upon such terms as the parties mutually agree.

In the event of a breach of the terms of this agreement, either party may give a written notice regarding termination of the agreement, but providing ten days in which any breach can be cured by the party receiving the notice, and in which event upon cure of the breach, the agreement will continue. Notwithstanding the foregoing, either party may terminate this agreement upon 30 days written notice to the other party.

RESOLUTION 2016-42: A RESOLUTION AMENDING THE RULES AND REGULATIONS GOVERNING WATER AND SEWER UTILITY BILLING PROCEDURES

WHEREAS, the Mayor and City Council have previously adopted an Ordinance 2015-04 governing billing adjustments to water and sewer accounts;

WHEREAS, Section 82-70(d) of this ordinance provided that billing adjustments shall be governed by the water and sewer billing procedures that were attached as Exhibit A of Ordinance 2015-04;

WHEREAS, Section 82-70(d) of this ordinance further provides that the above referenced water and sewer billing procedures may be amended from time to time by resolution of the Mayor and City Council;

WHEREAS, the Mayor and City Council finds sufficient reason exists to amend the water and sewer billing procedures provided for in Section 82-70(d) of the Code of Ordinances of the City of Statesboro.

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

Section 1. The water and sewer and billing procedures provided for in Section 82-70(d) of the Code of Ordinances of the City of Statesboro are hereby amended in their entirety and replaced with the document attached as Exhibit A to this resolution.

Section 2. Pursuant to Section 82-70(d) of the Code of Ordinances of the City of Statesboro this resolution and the water and sewer billing procedures shall be kept on file with the City Clerk for review by the public during regular business hours of City Hall.

Section 3. This Resolution shall be and remain in full forces and effect from and after its date of adoption.

Passed and adopted this ____ day of December 6th, 2016.

CITY OF STATESBORO, GEORGIA

BY: _____
Jan J. Moore, Mayor

ATTEST: _____
Sue Starling, City Clerk

ATTACHMENT "A"
TO RESOLUTION NO. 2016-42
ADMINISTRATION OF WATER AND SEWER BILLING PROCEDURES-

1 PURPOSE AND SCOPE

1.1 PURPOSE

The purpose of this Section is to provide for the procedures for the adjustment of water and sewer bills. All exemptions or adjustments to water and sewer bills shall be made pursuant to these administrative procedures.

**1.2 EXEMPTIONS FROM TERMINATION OF SERVICE DUE TO HARDSHIP;
WAIVER OF LATE FEES, COLLECTION FEES AND DEPOSITS**

1.2.1: In cases of hardship the City Clerk is authorized to grant an exception from termination of service provided for in Section 82-70(b) of the Code of Ordinances of the City of Statesboro, and set up a payment plan whereby the account shall be brought current within three (3) consecutive billing cycles. Such a payment plan can only be entered into once in a 24-month period. Failure to meet any term of the payment plan shall terminate the payment plan, and the services shall be terminated.

1.2.2: In cases of hardship the City Clerk is not authorized to waive the assessment of late payment charges and/or collection fees provided for in Section 82-70(b) of the Code of Ordinances of the City of Statesboro.

1.2.3: The City Clerk shall not have authority to grant a hardship exemption from the termination of service for longer than three (3) consecutive billing cycles.

1.2.4: In cases of hardship where the customer cannot bring the bill current within three (3) consecutive billing cycles, upon recommendation by the City Clerk, the City Manager is authorized to set up a payment plan whereby the account shall be brought current within six (6) consecutive billing cycles. Such a payment plan can only be entered into once in a 24-month period. Failure to meet any term of the payment plan shall terminate the payment plan, and the services shall be terminated.

1.2.5: In cases of hardship the City Manager is not authorized to waive the assessment of late payment charges and/or collection fees provided for in Section 82-70(b) of the Code of Ordinances of the City of Statesboro.

1.3 BILLING ADJUSTMENTS DUE TO WATER LEAKS

1.3.1: The customer is responsible for promptly discovering and making any necessary repairs to stop the loss of water. The City has no obligation to adjust accounts when the water has been metered properly. However, the City wants to encourage customers to make prompt and permanent repairs.

1.3.2: The City Clerk shall have the authority to issue a credit adjustment to the water and/or sewer account of a residential customer who has experienced the loss of metered water beyond the customer's normal and reasonable control as below provided.

1.3.3: For leaks where the lost water did not return to the sewer system, credit adjustments by City Clerk shall be made in the following manner: the sewer charge shall be reduced to the average of the three (3) previous month's sewer charge excluding the month(s) of excessive water consumption.

1.3.4: For leaks where the lost water did enter the sewer system, only one credit adjustment can be made in any 24 month period. Credit adjustments by the City Clerk shall be made as follows: to reduce the water charge the City Clerk shall use the average of the three (3) previous month's water consumption excluding the month(s) of excessive water consumption. The customer shall pay the base rate, the three month average, plus one-half of the water loss. The sewer charge shall not be reduced.

1.3.5: For leaks on water only accounts, only one credit adjustment can be made in any 24 month period. Credit Adjustments by the City Clerk shall be made as follows: the City Clerk shall use the average of the three (3) previous month's water consumption excluding the month(s) of excessive water consumption. The customer shall pay the base rate, the three month average plus one-half of the water loss.

1.3.6: There shall be no billing adjustments for water loss given to any residential account that has one meter serving more than one residence. However, upon verification by Department of Water and Wastewater that the lost water did not enter the sewer system an adjustment may be made pursuant to Section 1.3.3 above.

1.3.7: There shall be no billing adjustments for leaks given for water billed through an irrigation meter.

1.3.8: There shall be no billing adjustments for water loss given to any commercial, industrial, or governmental account. However, upon verification by Department of Water and Wastewater that the lost water did not enter the sewer system an adjustment may be made pursuant to Section 1.3.3 above.

1.4. SWIMMING POOLS

1.4.1 No adjustments shall be made for water used in a swimming pool.

1.5 BILLING ADJUSTMENTS NECESSARY TO AVOID A MANIFEST INJUSTICE TO THE CUSTOMER OR UNJUST ENRICHMENT TO THE CITY

1.5.1: The City recognizes that these administrative procedures cannot provide for every possible circumstance for which a billing adjustment would be necessary to avoid manifest injustice to the customer or unjust enrichment to the City. As such appropriate discretion to make billing adjustments must vest in City staff, subject to review and approval by the City Manager.

1.5.2: If in the opinion of the City Clerk a billing adjustment is necessary to avoid manifest injustice to the customer or unjust enrichment to the City, the City Clerk shall recommend an appropriate billing adjustment to the City Manager.

1.5.3: The City Manager, upon review and investigation of the City Clerk's recommendation shall have authority to accept, reject or modify the terms of the billing adjustment recommended by the City Clerk.

1.6 EXEMPTIONS FROM TERMINATION OF SERVICE, WAIVER OF LATE FEES, COLLECTION FEES FOR AN EXEMPLARY PAYMENT HISTORY

1.6.1: If a residential account holder has never been late on payment of their water and sewer bill, never had a check returned and otherwise had an exemplary payment history for SIXTY (60) consecutive billing cycles, the City Clerk may exempt the account from termination of services, and waive all late fees and collection fees.

1.6.2: Upon the grant of the above exemption, the City Clerk may not grant another exemption pursuant to Section 1.6.1 to that residential account holder unless that residential account holder is not late on payment of their water and sewer bill, never has a check returned and otherwise has an exemplary payment history for SIXTY (60) consecutive billing cycles subsequent to the date of the last exemption granted pursuant to Section 1.6.1.

1.6.3: No exemption under Section 1.6 shall be granted to a commercial, industrial, or governmental account.

1.7 EXEMPTIONS FROM COLLECTION FEES AND DEPOSIT REQUIREMENT

1.7.1: The City recognizes that there exist charitable organizations in the community that, from time to time, assist households in meeting their basic needs through payment of water and sewer bills.

1.7.2. If a water or sewer bill is paid in full by one of the below listed organizations then the City Clerk of his or her designee is authorized to waive any collection fee or deposit requirement.

1.7.3. Payment by the following organization shall qualify for this exemption: Area Christians Together in Service (ACTS), Concerted Services, Christian Social Ministries, and Easter Seals.

1.8 MISCELLANEOUS PROVISIONS

1.8.1: No employee of the City of Statesboro or a member of the employee's household or immediate family shall be granted an exemption or adjustment, as provided above, to their water or sewer bill without the written consent of the City Manager.

1.8.2: No appointed official of the City of Statesboro, e.g. the City Manager, the City Clerk, the City Attorney, and the Municipal Court Judge, or a member of the appointed official's household or immediate family shall be granted an exemption or adjustment, as provided above, to their water or sewer bill without the written consent of the Mayor.

1.8.3: No elected official of the City of Statesboro or a member of the elected official's household or immediate family shall be granted an exemption or adjustment, as provided above, to their water or sewer bill without the written consent of two (2) other elected officials.

1.9: SEVERABILITY

If any section, subsection, sentence, clause or phrase of these administrative procedures are for any reason held to be unlawful or unconstitutional, such decision shall not affect the validity of the remaining portions of these administrative procedures.



City of Statesboro
Department of Planning and Development Memorandum

50 East Main Street P.O. Box 348 » (912) 764-0630
Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE: November 30, 2016
TO: The Mayor and Council
SUBJECT: **PLANNING COMMISSION APPOINTEE RECOMMENDATIONS**

The Department of Planning and Development has reviewed the applications submitted by three applicants for two vacant seats on the Planning Commission. Staff recommends the following appointees:

1. Mary Foreman
2. Carlos C. Brown, Jr.

Respectfully,

Frank Neal
Director, Planning and Development

RESOLUTION 2016-43

APPOINTING CARLOS C. BROWN, JR 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, Carlos Brown, Jr. 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 4; 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. Brown meets the qualifications of the City of Statesboro for service on the Statesboro Planning Commission and that Mr. Brown 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 Carlos C. Brown, Jr is hereby appointed to the Statesboro Planning Commission for a four (4) year term.

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

Adopted this ___ day of November, 2016.

Jan J. Moore, Mayor

Attested by:

Sue Starling, City Clerk

RESOLUTION 2016-44

APPOINTING MARY FOREMAN 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, Mary Foreman 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 6; 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 Ms. Foreman meets the qualifications of the City of Statesboro for service on the Statesboro Planning Commission and that Ms. Foreman 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 Mary Foreman is hereby appointed to the Statesboro Planning Commission for a four (4) year term.

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

Adopted this ___ day of December, 2016.

Jan J. Moore, Mayor

Attested by:

Sue Starling, City Clerk

EMPLOYMENT AGREEMENT

GEORGIA, BULLOCH COUNTY.

This agreement entered into this ____ day of December, 2016 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter known as the "City", and **I. CAIN SMITH**, his heirs, assigns and successors, hereinafter known as "Employee".

WITNESSETH:

Whereas, the Charter of the City of Statesboro provides for the appointment of a City Attorney, and the current City Attorney, J. Alvin Leaphart, IV has provided notices of his intent to resign as of December 31, 2016:

Whereas, the City wishes to contract with an Interim City Attorney before a final decision is made on a permanently filling the position;

Whereas, Employee is a practicing attorney and is desirous of fulfilling the duties of the office of the City Attorney on an interim basis;

NOW THEREFORE, both parties covenant and agree as follows:

SECTION 1. DUTIES

Employee covenants and agrees to act as the City Attorney on an interim basis and shall represent the Mayor and Council as the governing body of the municipal corporation of the City of Statesboro. In so doing, the City Attorney shall act as the general counsel of the municipal corporation of the City of Statesboro. The City Attorney's fundamental duty is to advance and protect the legal interests of the municipal corporation of the City of Statesboro. Particular duties shall include, but are not limited to, representing the City in litigation; drafting and reviewing legal instruments that concern the rights and obligations of the city; providing legal counsel and legal opinion on matters relevant to the City, and supervising and working with outside counsel who represent the City.

SECTION 2. TERM

- A. This agreement shall remain in full force and effect from December 15, 2016 until June 30, 2017 unless terminated by either party subject to any provisions contained herein.
- B. All parties acknowledge the Employee is an appointed official and serves at the pleasure of the Mayor and City Council, and that the Mayor and City Council may terminate that appointment as well as this Employment Agreement at will, without liability at any time with or without cause.
- C. The City and Employee will review the performance and effectiveness of the arrangement during the month of March in 2017.
- D. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 2(E) of this agreement.
- E. In the event the Employee voluntarily resigns his position with the City then the Employee shall give the City Fourteen (14) days written notice in advance, unless the parties otherwise agree.

SECTION 3. COMPENSATION

- A. As compensation for acting as the City Attorney during the term of this agreement, Employee shall be paid a total of \$39,000, payable in installments at the same time as other employees of the City are paid.

SECTION 4. Hours of Work

It is expected that the Employee will work an average of between 20 and 30 hours per week on city matters. Employer acknowledges that, as provided below, that the Employee will also maintain a private law practice and, as such, will, from time to time be unavailable during regular working hours. The Employee, in consultation with the City Manager, will work to be reasonably available to fulfill the job requirements. The Employee shall keep the Mayor and City Council as well as the City Manager aware of his schedule.

SECTION 5. OFFICE SPACE, ADMINISTRATIVE SUPPORT FUNDING

The Employer shall provide sufficient office space within City Hall as well as funding and administrative support to the City Attorney to carry out the duties of the position. Said funding and administrative support shall be provided through the yearly budgeting process which shall fund a legal department within the City government.

SECTION 6. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

A. City agrees to pay the subscription fee to a comprehensive legal research data base such as Lexis or Westlaw, conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budgeted amount and subject to prior budgetary approval of the Mayor and City Council.

B. The City agrees to pay for travel and subsistence expenses for the Employee for the professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions of the City, not to exceed budgetary restrictions and subject to prior budgetary approval by the Mayor and City Council. Mileage shall be paid when the employee is required to drive his own vehicle.

SECTION 7. ROLE AS CITY SOLICITOR

The employer recognizes that the role of the City Solicitor and City Attorney are two distinct positions, and that the City Solicitor does not have an attorney-client relationship with City, its officials, agents or employees. The employer recognizes that the City Attorney position and City Solicitor have distinct and separate duties under the laws of the State of Georgia, as well as the Rules of Professional Conduct that govern the practice of the law in Georgia. The employer further recognizes the need for an Assistant City Solicitor to manage the day to day affairs of the cases in Municipal Court as well as administer the Pre-Trial Diversion Program created under the Office of Solicitor for the City of Statesboro. Employer agrees that an Assistant Solicitor shall be appointed and compensated at a reasonable rate for the professional services rendered should the Employer choose to appoint the Employee as City Solicitor.

SECTION 8. PRIVATE PRACTICE OF LAW ALLOWED

Employee shall be allowed to practice law privately as long as there is not conflict of interest, as provided for in Georgia Rules of Professional Conduct as adopted and enforced by the State Bar of Georgia, between his private practice of law and his representation of the City. In balancing his obligations as City Attorney with his obligations as a private attorney, Employee is governed by Comment 2 of the Georgia Rule of Professional Conduct regarding the diligence required for the practice of law which states that "A lawyer's work load should be controlled so that each matter can be handled competently." Rule 1.3, GA Rules of Professional Conduct, Comment 2.

SECTION 9. HOLD HARMLESS AND INDEMNIFICATION

The City recognizes that Employee is an agent of the City of Statesboro and that in the performance of Employee's duties and as an agent of the City, the City shall defend, and hold harmless and indemnify Employee from all claims, demands and liabilities arising directly or indirectly from Employee's service as an agent and employee of the city. This status an indemnification shall continue after Employee's term of employment for any and all actions or event which occurred during Employee's employment. Employee shall be covered by the City's general liability insurance and other insurance policies in all areas in which he is acting as an agent and employee of the City of Statesboro and any judgement or claim not covered by insurance concerning the agency and employment of Employee will be paid by the City of Statesboro.

SECTION 10. CONTINUING DUTY OF OPERATIONS

At the termination of the employment relationship between the parties, Employee expressly agrees to cooperate with an assist any newly appointed City Attorney during the period of transition at an hourly rate of pay equivalent to Employee's last salary level.

SECTION 11. MISCELLANEOUS PROVISIONS

A. The Mayor and City Council reserve the right to fix any other reasonable terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided that such terms and conditions are not inconsistent with or in conflict with other provisions of this Agreement, the City Charter or the Code of Ordinances.

B. In any provisions or portion of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement or portion thereof shall be severable and shall remain in full force an effect.

IN WITNESS WHEREFORE, all parties hereto have affixes their hands and seals the day and year above written.

Mayor and City Council of Statesboro

I. Cain Smith

By: _____
Jan J. Moore
Mayor, City of Statesboro

Attest: _____
Sue Starling
City Clerk, City of Statesboro

Ordinance 2016-_____ : 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, Sec. 6-7 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