



January 18, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 01-04-2022 Council Minutes
5. Public Hearing and Consideration of a motion to approve the First Reading of **Ordinance 2022-01**: An Ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of Package Stores.
6. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

Mellow Mushroom
1098 Bermuda Run Rd
Statesboro, Ga 30458
Owner: MM Statesboro LLC
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION SE 21-12-01**: TBR, LLC requests a Special Exception at a property located in the R-15 (Single-Family Residential) zoning district in order to allow the placement of a hair salon at 106 S Zetterower Ave.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION SE 21-12-02**: Shaynen Anderson requests a Special Exception at a property located in the CR (Commercial Retail) zoning district in order to place an auto body/mechanic shop at a property located at 216 N Zetterower Ave.
9. Consideration of a Motion to approve **Resolution 2022-01**: A Resolution requesting approval for the Staffing for Adequate Fire and Emergency Response Grant for the City of Statesboro, Georgia.
10. Consideration of a motion to approve **Resolution 2022-02**: A Resolution approving application of a Community Home Investment Program (CHIP) Grant to the Georgia Department of Community Affairs and commitment of matching funds"

11. Consideration of a motion to accept the recently awarded grant from the Criminal Justice Coordinating Committee (CJCC) in the amount of \$116,640 for the purchase of a new shooting simulator and related equipment.
12. Consideration of a motion to approve the fourth lease amendment with T-Mobile regarding the Malecki Drive water tower.
13. Consideration of a motion to approve the updated contract with South Georgia Family Medicine Associates PC (John Gerguis M.D.) to serve as the Statesboro Fire Department Physician (also referred to as Statesboro Fire Department Medical Director).
14. Consideration of a motion to approve Change Order 1 with Y-Delta, Inc. in the amount of \$20,125.00 for Stillwell Street and Zetterower Ave. Intersection improvements project and authorize the Mayor to execute contract document amendments.
15. Consideration of a motion to authorize the Mayor to execute a Memorandum of Understanding with North Point Real Estate, Inc. for the extension of water and sewer infrastructure to serve property located on Hwy 67, known as the Rushing Tract.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
20. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
JANUARY 04, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Pro Tem Paulette Chavers called the meeting to order

2. Invocation and Pledge

Councilmember Venus Mack called on Michelle Chavers and Daniel Foster to give the Invocation.
Councilmember Venus Mack led the Pledge of Allegiance.

ATTENDENCE

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

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

3. Oath of Office administered by Bulloch County Probate Judge Lorna Deloach to:

- A. Mayor Jonathan McCollar**
- B. District 1 Phil Boyum**
- C. District 4 John Riggs**

Bulloch County Probate Judge Lorna Deloach administered the Oath of Office individually to Councilmember Phil Boyum, Councilmember John Riggs, and Mayor Jonathan McCollar.

There was a 10 minutes recess for pictures.

4. Consideration of a motion to appoint a Mayor Pro Tempore for the next two years, per Statesboro Municipal Code, Section 2-4 of the City Charter.

Councilmember John Riggs made a motion to nominate District 1 Councilmember Phil Boyum as Mayor Pro Tempore for the next two years.

The motion failed due to the lack of a second.

Councilmember Venus Mack made a motion to nominate District 5 Councilmember Shari Barr as Mayor Pro Tempore for the next two years.

RESULT:	Approved (Unanimous) Councilmember Shari Barr abstained from voting.
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs
ABSENT	

5. Public Comments (Agenda Item): None

6. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 12-21-2021 Work Session Minutes
- b) 12-21-2021 Council Minutes
- c) 12-21-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

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

7. Consideration of a motion to accept the recently awarded grant from the Criminal Justice Coordinating Committee (CJCC) in the amount of \$19,500.00 for the purchase of Naloxone (Narcan).

A Motion was made to accept the recently awarded grant from the Criminal Justice Coordinating Committee (CJCC) in the amount of \$19,500.00 for the purchase of Naloxone (Narcan).

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

8. Consideration of a motion to approve Change Order 1 with McLendon Enterprises, Inc. in the amount of \$57,159.55 for the Blue Mile Streetscape improvements project and authorize the Mayor to execute contract document amendments.

A motion was made to approve Change Order 1 with McLendon Enterprises, Inc. in the amount of \$57,159.55 for the Blue Mile Streetscape improvements project and authorize the Mayor to execute contract document amendments.

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

9. Consideration of a motion to award a contract to Yancy Brothers Co. in the amount of \$258,266.00 for the purchase of a replacement excavator for the Stormwater Division in the Public Works & Engineering Department using the State of Georgia Statewide Purchasing Contract.

A motion was made to award a contract to Yancy Brothers Co. in the amount of \$258,266.00 for the purchase of a replacement excavator for the Stormwater Division in the Public Works & Engineering Department using the State of Georgia Statewide Purchasing Contract.

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

10. Consideration of a motion to award a contract to Tim Lanier Construction Company in the amount of \$117,146.25 and authorize the Mayor to execute contract documents for paving at the Public Works facility.

A motion was made to award a contract to Tim Lanier Construction Company in the amount of \$117,146.25 and authorize the Mayor to execute contract documents for paving at the Public Works facility.

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

11. Other Business from City Council:

Councilmember John Riggs stated that on December 20th an armed robbery took place on a pizza deliver lady. Five assailants were involved and all have been arrested. We need help.

Mayor Pro Tem Shari Barr announced that on Tuesday January 11, 2022 at 7:00 pm the City of Statesboro along Squashing the Spread Bulloch County will hold a virtual Town Hall meeting about COVID and the vaccinations. The Town Hall will be Facebook live on the City’s Facebook page.

Councilmember Venus Mack shared about a College Prep workshop taking place on January 22, 2022 from 11 am – 4pm in the Russell Union building. This workshop is for middle school and high school children.

Mayor McCollar stated it is an honor to serve in this capacity. Over the past four year there has been a tremendous amount of progress. Our nation is still dealing with the COVID-19 pandemic and the new variant is very contagious. To date our community has lost 225 individuals since February 2020. We ask that everyone take precautions to protect themselves and their families.

12. City Managers Comments

City Manager Charles Penny announced that on January 8, 2022 a vaccine clinic will be held here at City Hall from 8:30 am to 12:30 pm. \$50 gift cards will be given to individuals receiving their first or second shot and will not be given for individuals receiving a booster.

He also stated that City Hall will continue to practice safety measures by checking the temperatures of everyone visiting City Hall and require that a mask be worn when moving about City Hall.

13. Public Comments (General): None

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

No Executive Session was held.

15. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 9:30 am.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: January 11, 2022

RE: January 18, 2022 City Council Agenda Items

Policy Issue: *First reading of proposed amendment to the Statesboro Code of Ordinances Chapter 6 Section 6-23 to regulate the licensure and operation of Package Stores*

Recommendation: N/A

Background: *City voters approved referendum to allow for issuance of licenses for package sales of distilled spirits on November 2, 2021. At November 16, 2021 meeting of Mayor and Council directive was made to present version of Section 6-23 reflecting state law at December 21, 2021 work session. Amendment of previously presented Section 6-23 regarding hours of operation, zoning districts, and use of collected tax proceeds was directed at the December work session for presentation at this meeting. These directed amendments are incorporated into attached ordinance amendment*

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed version of Section 6-23

Georgia Municipal Association City of Excellence

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

Ordinance 2022-01:

Sec. 6-23 - Retail package sale of distilled spirits for consumption off-premises.

Distilled spirits package sales shall only be permitted in Package Stores which are duly licensed by the city and state to sell distilled spirits by the package and which are devoted exclusively to the sale of alcoholic beverages in the original container for off-premises consumption. Such sales shall be subject to all state and federal laws and regulations as well as the provisions of this Section, which shall supersede any sections of the Statesboro Code of Ordinances to the contrary:

- (a) *Proximity requirements* Package Stores may not be located within 100 yards of any church building, alcoholic treatment center owned and operated by the state or any county or municipal government, or housing authority property; within 200 yards of any school building, educational building, school grounds, or college campus; or within 500 yards of an existing liquor store.
- (b) *Hours of operation* Package Stores may be open to public and sell alcoholic beverages from 8:00 A.M. until 10:00 P.M. Monday through Saturday.
- (c) *Display, offer, or sale of products other than distilled spirits* Package stores may only sell, display, or keep in stock such items permitted pursuant to G.A.C. Rule 560-2-3-.04.
- (d) *Open container* Package Store licensee shall not permit and no person shall engage in the breaking of a package containing any alcoholic beverage or the drinking of any alcoholic beverage on the licensed premises.
- (e) *Building requirements* Ingress and egress shall be provided directly to and only to the exterior of the building in which the Package Store is located and not to any other enclosed part of the building in which it is located.
- (f) *Zoning districts:* Package Stores shall only be permitted in the following zoning districts: CR (Commercial Retail), CBD (Central Business District), and HOC (highway oriented Commercial)
- (g) *Use of excise tax proceeds* It shall be the stated policy goal of the City of Statesboro that a minimum of fifty percent (50%) of excise tax proceeds collected from Package Stores pursuant to Section 6-21 be allocated to social services contracts with qualified 501(c)(3) nonprofit organizations to provide beneficial youth and other social services to the City of Statesboro and its citizenry.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 1/13/2022

RE: Mellow Mushroom

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

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

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application

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

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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: Mellow Mushroom
D/B/A Name

2. Applicant's Name: MM Statesboro LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 1098 Bermuda Run Rd
Statesboro, GA 30458

4. Business mailing address: 50 Cinema Lane
St Simons Island, GA 31522

5. Local business phone number: 912-681-4743

Corporate office phone number: 912-634-5192

6. Name of Manager: ~~XXXXXXXXXX~~ Chandler Brauner
Person responsible for alcohol licensing issues

7. Phone number for manager: ~~XXXXXXXXXX~~

8. Email address for manager: Statesboro
~~XXXX~~@CoastalMellow.com

10. Purpose of application is:

New Business New Owner _____

Previous owner's name: _____

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

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

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership LLC

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

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

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

Name & address of partnership, LLC, or LLP: _____

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

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

15. Members of LLC and/or partners:

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: MM Statesboro LLC

Home Office address: 50 Cinema Lane

St Simons Island, GA 31522

Mailing address (if different): _____

Date & Place of incorporation: December 3, 2013 St Simons Island, GA

Do you have a shareholders agreement?: No

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

17. Officers:

Full Legal Name: Clarence Saxby Chambliss, Jr Phone #: 912-222-2803

Home address: _____

Percentage of stock owned: 50 Office held: Manager

Full Legal Name: William J Stumbler Phone #: 912-399-9555

Home address: _____

Percentage of stock owned: 50 Office held: Member

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Attach additional pages if necessary

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

****Attach additional pages if necessary****

Has each shareholder completed the financial affidavit attached to this application? _____

19. If there is any individual or officer who has resided at his/her current address LESS THAN 5 years, complete the information below:

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ **Phone #:** _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

The Market District Center MSB, LLC

106 Lancaster Point, Statesboro, GA 30458

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

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

The Market District Center MSB, LLC

106 Lancaster Point, Statesboro, GA 30458

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

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

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

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

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

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

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

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

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

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

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

No

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? No
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? No
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? No
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? No
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

Calculation of Basic License Fee

For Calendar Year: _____

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

Total Due: \$ 3100

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: December 27, 2021

RE: January 18, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Special Exception Requested by SE 21-12-01.

Background: TBR, LLC requests a Special Exception at a property located in the R-15 (Single-Family Residential) zoning district in order to allow the placement of a hair salon at 106 S Zetterower Ave.

Budget Impact: None

Council Person and District: Mack (District 3)

Attachments: Development Services Report (SE 21-12-01)



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

P.O. Box 348
 Statesboro, Georgia 30458

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

**SE 21-12-01
 SPECIAL EXCEPTION REQUEST
 106 South Zetterower Avenue**

LOCATION:	106 South Zetterower Avenue
EXISTING ZONING:	R15 (Single-Family Residential)
ACRES:	0.28 acres
PARCEL TAX MAP #:	S40 000005 000
COUNCIL DISTRICT:	District 3 (Mack)
EXISTING USE:	Vacant
PROPOSED USE:	Hair Salon



PETITIONER TBR. LLC
ADDRESS 437 Johnson Drive; Sylvania, GA 30467

REPRESENTATIVE Chad Hilde, Hank Maierhoffer
ADDRESS Same As Above

PROPOSAL
The applicant requests a special exception to locate a hair salon in the building on 0.28 acre property located on South Zetterower Avenue. Salons are not permitted in the R15 (Single-Family Residential) zoning district unless granted a special exception by the City Council.
STAFF RECOMMENDATION
<u>SE 21-12-01 CONDITIONAL APPROVAL</u>

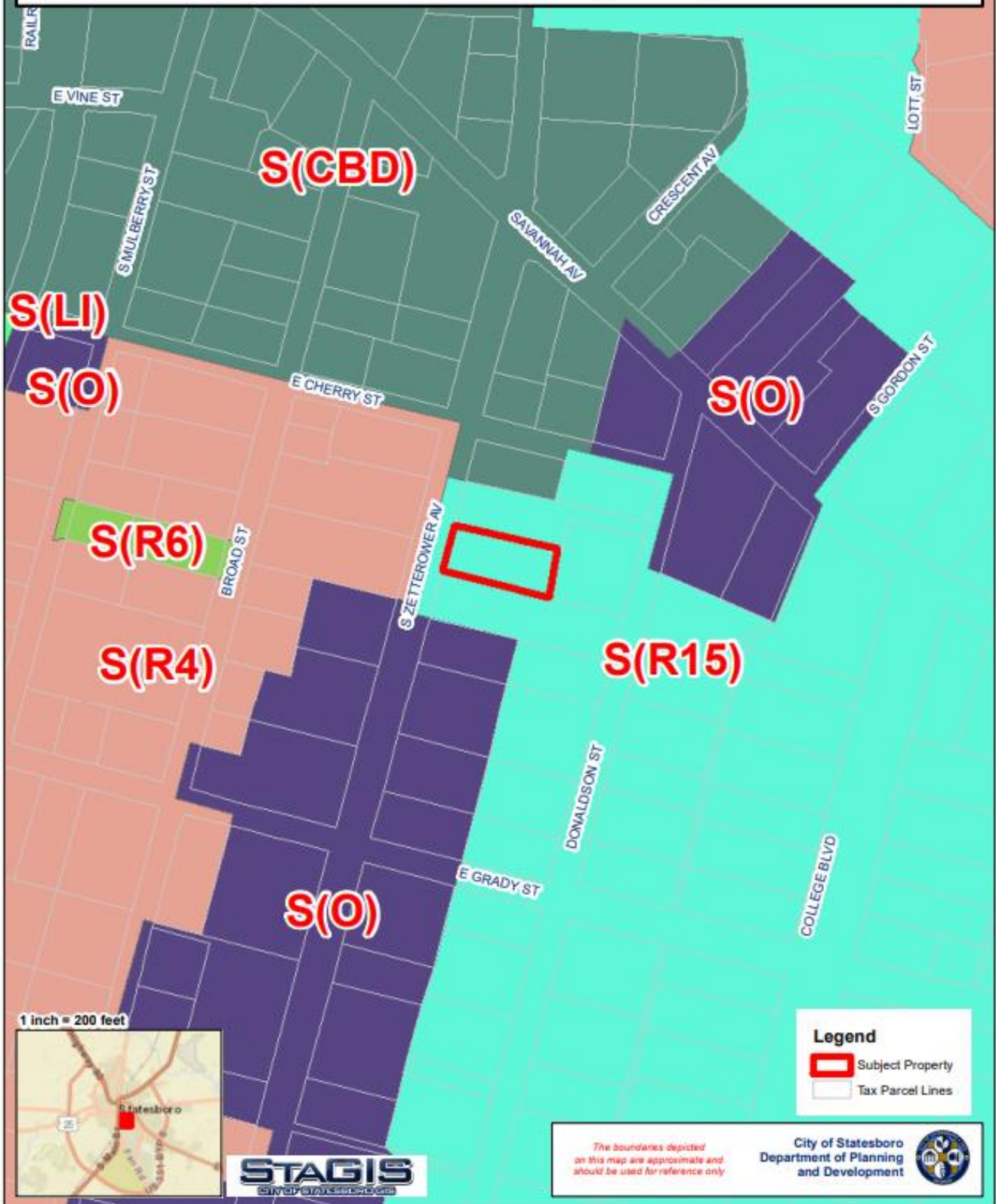
Case # SE 21-12-01
106 South Zetterower Ave
Parcel: S40 000005 000

Location Map



Case # SE 21-12-01
106 South Zetterower Ave
Parcel: S40 000005 000

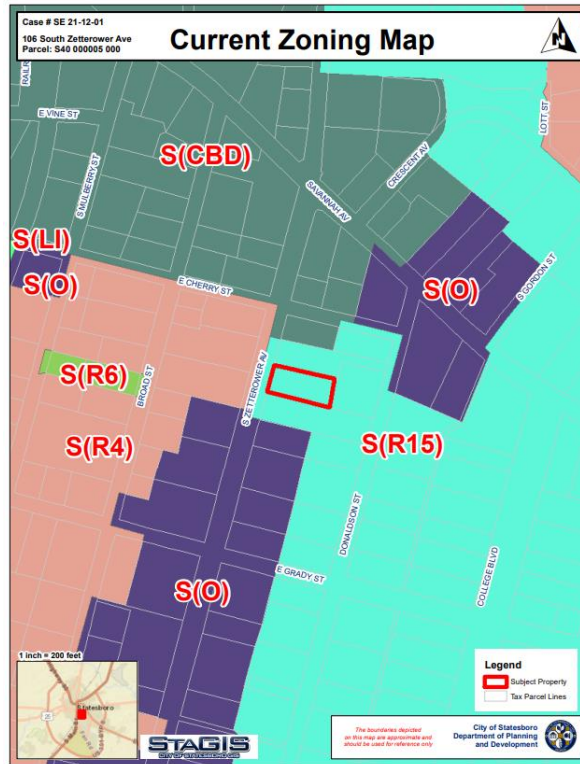
Current Zoning Map



Case # SE 21-12-01
106 South Zetterower Ave
Parcel: S40 000005 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R15 (Single Family Residential)	Single Family Residence
Northeast	Location Area #2: R15 (Single Family Residential)	Vacant Lot
East	Location Area #3: R15 (Single Family Residential)	Single Family Residence
Northwest	Location Area #4: R4 (High Density Residential)	Residential Conversion
Southeast	Location Area #5: R15 (Single Family Residential)	Single Family Residence
South	Location Area #6: R15 (Single Family Residential)	Single Family Residence
Southwest	Location Area #7: O (Office)	Psychic Office
West	Location Area #8: R4 (High Density Residential)	Single Family Residence

SUBJECT SITE

The subject site is a building located on 0.28 acres. Surrounding properties include residential and office uses. Historically, this area has been a residential street, but over the last recorded 20 years, the uses on this strip have turned to both a significant number of offices, but also a number of multi—family residences.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Neighborhood Center”, which is characterized by a mixture of lower to medium density residential areas, commercial uses, and offices that act as a buffer between more intense commercial uses and single-family residential uses.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a special flood hazard area. At this time there are no intentions to change the site in any way that would result in a change in the environment.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by City utilities. In order to ensure the use, some parking would need to be added to the site, but this would be resolved prior to the approval of the occupational tax certificate.

CONDITIONAL ZONING STANDARDS OF REVIEW

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

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

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

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

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

- There should be no substantial change regarding this facility if allowed to operate, although the rear of the property should provide for availability of parking.

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

- The proposed use should not require additional loading space.

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

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

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

- There are no additional changes to the building's zoning nor the structure, and it is unlikely that there will be any significant changes to the property values of the area

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

- No site plan was required with this special exception, as this is an existing structure.

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

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

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

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

Subject Site



Northern Property



Southern Property



Western Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of SE 21-12-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

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

At the regularly scheduled meeting of the Planning Commission on January 4, 2022, the Commission recommended approval of the Special Exception and conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Senior Planner

Date: December 27, 2021

RE: January 18, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Special Exception Requested by SE 21-12-02.

Background: Shaynen Anderson requests a Special Exception at a property located in the CR (Commercial Retail) zoning district in order to place an auto body/mechanic shop at a property located at 216 N Zetterower Ave.

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (SE 21-12-02)



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

*P.O. Box 348
 Statesboro, Georgia 30458*

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

**SE 21-12-02
 SPECIAL EXCEPTION REQUEST
 216 North Zetterower Avenue**

LOCATION:	216 North Zetterower Avenue
EXISTING ZONING:	CR (Commercial Retail)
ACRES:	0.8 acres
PARCEL TAX MAP #:	S38 000014 000
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Vacant
PROPOSED USE:	Auto Body/Mechanic Shop



PETITIONER Shaynen T. Anderson
ADDRESS P.O. Box 315; Statesboro, GA 30459

REPRESENTATIVE Same As Above
ADDRESS

PROPOSAL
The applicant requests a special exception to locate an auto body/mechanic shop on 0.8 acre property located on North Zetterower Avenue. Auto shops are not permitted in the CR (Commercial Retail) zoning district unless granted a special exception by the City Council.
STAFF RECOMMENDATION
<u>SE 21-12-02 CONDITIONAL APPROVAL</u>

Case # SE 21-12-02
216 North Zetterower Ave
Parcel: S38 000014 000

Location Map



Legend

-  Subject Property
-  Tax Parcel Lines

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



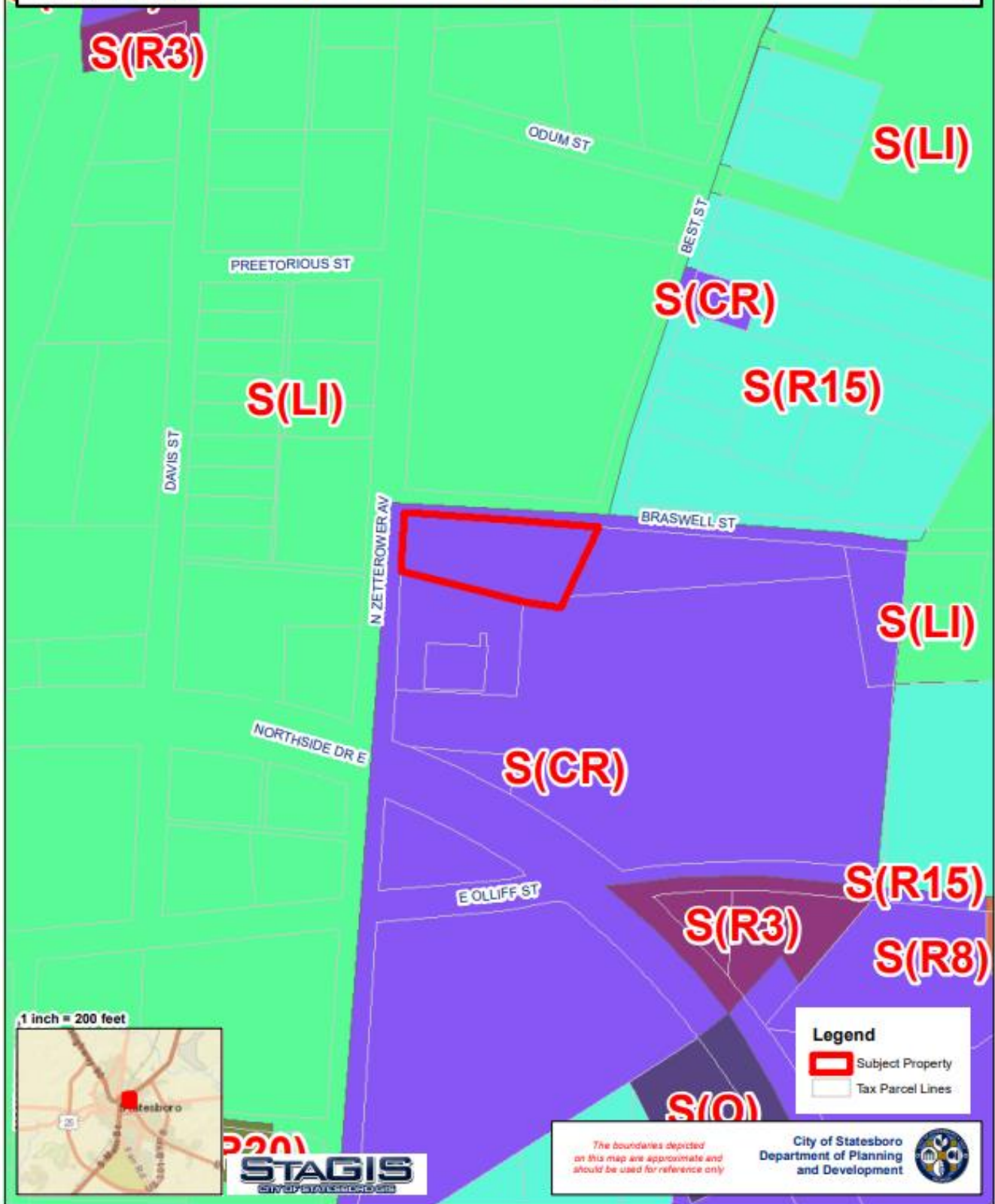
City of Statesboro
Department of Planning
and Development



Case # SE 21-12-02

216 North Zetterower Ave
Parcel: S38 000014 000

Current Zoning Map



1 inch = 200 feet

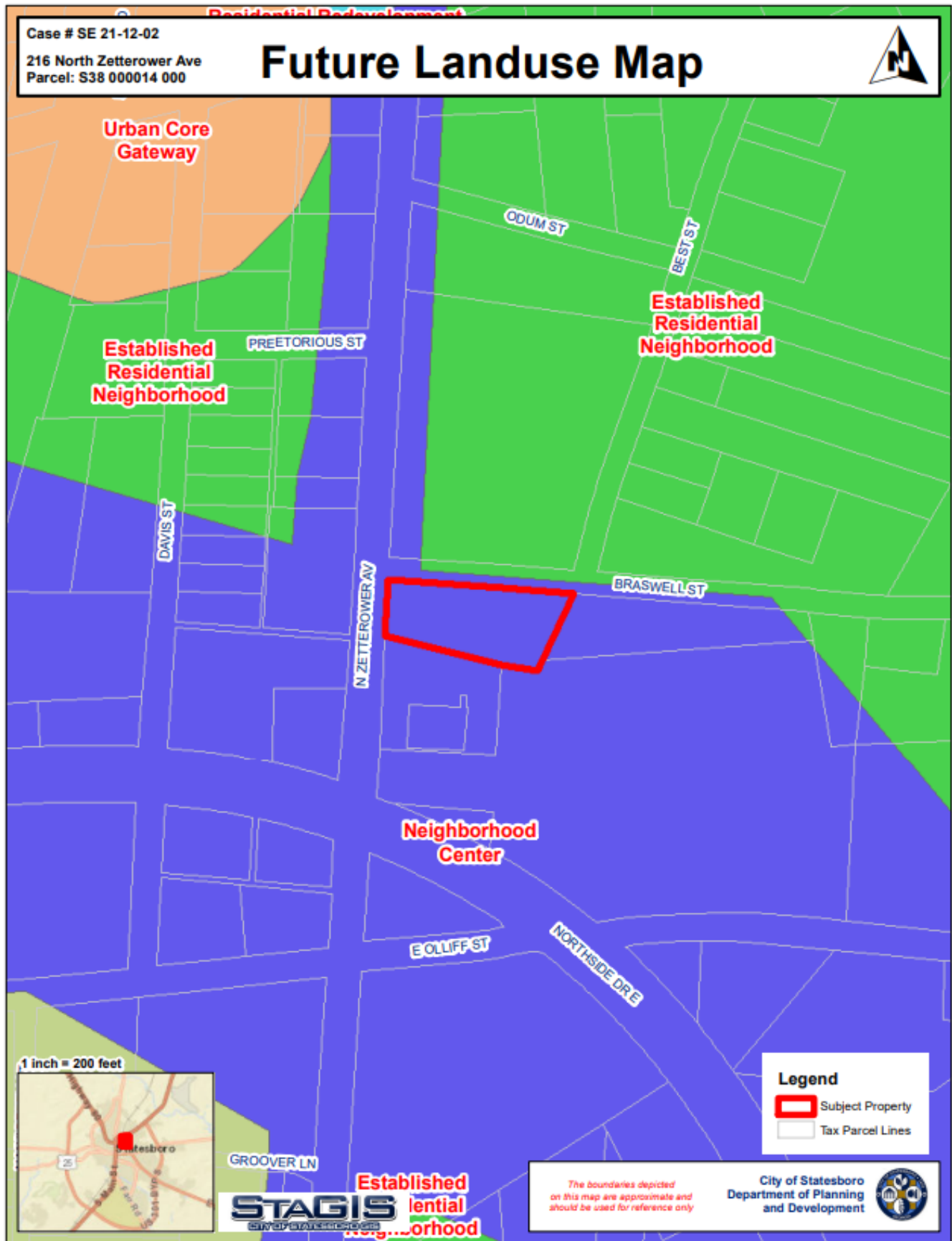


Legend

- Subject Property
- Tax Parcel Lines

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

City of Statesboro
Department of Planning
and Development





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: LI (Light Industrial)	Food Manufacturer Facility
Northeast	Location Area #2: R15 (Single Family Residential)	Storage Lot
East	Location Area #3: CR (Commercial Retail)	Undeveloped Lot
Northwest	Location Area #4: LI (Light Industrial)	Retail Store
Southeast	Location Area #5: CR (Commercial Retail)	Shopping Center
South	Location Area #6: CR (Commercial Retail)	Auto Parts Retail Store
Southwest	Location Area #7: LI (Light Industrial)	Auto Parts Retail Store
West	Location Area #8: LI (Light Industrial)	Car Wash

SUBJECT SITE

The subject site is a building located on 0.8 acres. Surrounding properties include commercial retail and light industrial uses. Historically, this property served as a small repair shop, known as the Metts Body Shop. The property has been vacant for some time.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Neighborhood Center”, which is characterized by a mixture of lower to medium density residential areas, commercial uses, and offices that act as a buffer between more intense commercial uses and single-family residential uses

ENVIRONMENTAL SITE ANALYSIS

The subject property does contain wetlands and is located in a special flood hazard area. Special care must be taken to ensure no issues regarding the development of the site

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by City utilities.

CONDITIONAL ZONING STANDARDS OF REVIEW

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

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

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

- The business would be located inside the pre-existing structure. It is likely that some changes would be required on the site, but these changes would require pre-approval by the City.

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

- The property is located off of Braswell Street, which does channel traffic off of North Zetterower Ave.

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

- The site would require the submission and approval of a parking plan.

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

- Adequate public utilities are available to the site.

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

- The property has been vacant, and would require some renovation and parking placement to ensure the site is functional.

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

- The applicant intends to utilize the existing building at this time, and therefore has not submitted an updated site plan. The previous use was of a similar nature.

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

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

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

- The proposed use is not consistent with the subject site's character area ("Neighborhood Center") based on the use, as stated in the *2019 – 2029 Comprehensive Master Plan*. Although this is inconsistent, the general land uses in the surrounding area are primarily dedicated to vehicular repairs, sales and industrial uses, with the inclusion of the Department of Public Works.

Subject Site



Northern Property



Eastern Property



Western Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of SE 21-12-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this special exception does not grant the right to develop on the property without adherence to the City Code and approval by the Department of Planning & Development.
- (2) The applicant must submit a parking plan with any renovation conducted on the site, prior to the issuance of an Occupational Tax Certificate.
- (3) The applicant must provide adequate enclosure of the operation with opaque fence screening (not to include cyclone fencing) on the side of the property visible from North Zetterower Avenue.

At the regularly scheduled meeting of the Planning Commission on January 4, 2022, the Commission recommended approval of the Special Exception and conditions with a 4-0 vote



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 1-4-2022

RE: Submission of Application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for the 2021 SAFER Grant to assist with the funding for twelve (12) additional firefighters within the Statesboro Fire Department

Background: The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). The SAFER Grant Program is a competitive, discretionary grant comprised of two activities; Recruitment and Retention of Volunteer Firefighters and Hiring of Firefighter, which is the activity the Statesboro Fire Department wishes to pursue. If awarded and accepted, the SAFER grant will fund the salaries and benefits of the SAFER-funded positions over a three (3) year period at 100%.

Budget Impact: Normally, the SAFER Grant has cost sharing percentage requirements. FEMA has announced that the 2021 SAFER will fund awarded position at 100% for the full three (3) years. At the conclusion of the third year, the City would be responsible for all cost associated with retaining the positions. Based on the current starting salary, benefits and other associated cost for a firefighter, the total for twelve (12) additional firefighters would be \$802,445.00. This does not take into account increases in starting salaries and/or benefits that may occur over the three (3) years of grant funding.

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2021 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

**RESOLUTION 2022-01: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR
THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT
FOR THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of the 2021 Staffing for Adequate Fire and Emergency Response Grant, which may be utilized to aid fire departments with cost associated with adding additional firefighters within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$802,445.00 to assist with the cost associated with hiring twelve (12) additional firefighters within the Statesboro Fire Department; and

WHEREAS, this grant would fund these positions at 100% for a three (3) year period.

THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 18th day of January, 2022 hereby authorizes the application for the 2021 Staffing For Adequate Fire And Emergency Response Grant.

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

Adopted this 18th day of January, 2022.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

MEMORANDUM

DATE: January 7, 2022

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

FR: Kathleen Field, Director of Planning and Development

RE: Submission of Community Home Investment Program (CHIP) Grant Application

The Georgia Department of Community Affairs (DCA) will make available approximately \$7,000,000 in Community Home Investment Program (CHIP) grant funds to local governments, nonprofits and public housing authorities for the purpose of providing affordable housing either through housing rehabilitation programs and/or new construction/reconstruction programs. It is the City's intent to apply for a 2022 grant award.

DCA proposes to allocate 15 grant awards under three categories:

- Seven awards of \$400,000 each will be available for housing rehabilitation of owner-occupied, single-family homes;
- Five awards of \$600,000 each will be available for new construction/reconstruction of affordable single-family homes activity; and,
- Three awards of \$400,000 each to be set aside for owner-occupied housing rehabilitation applicants that have not received a CHIP or CDBG home repair grant in at least ten years.

The City intends to apply for a \$600,000 grant to fund new construction/reconstruction of affordable single-family homes. The intent will be to supply new, affordable homes to homeowners whose homes are not suitable for rehabilitation due to the high cost of rehabilitation.

Budget Impact: The proposed grant match of \$100,000 (used to cover the cost of land acquisition) will come from the City's General Fund.

Council Member District: All

Action Requested: Vote on Submission of Application

RESOLUTION 2022 – 02: A RESOLUTION APPROVING SUBMISSION OF A COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT APPLICATION TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS AND COMMITMENT OF MATCHING FUNDS

THAT WHEREAS, the Mayor and City Council support the increase to the quality of life of the citizens of Statesboro; and,

THAT WHEREAS, the Mayor and City Council have identified through the Urban Redevelopment Plan, four neighborhoods in which blight exists; and,

THAT WHEREAS, the Mayor and City Council have determined that housing grant opportunities offered by the Community Home investment Program administered by the Georgia Department of Community Affairs provide viable solutions to ameliorate many of these conditions; and,

THAT WHEREAS, it has been determined that a program to fund new construction/reconstruction of affordable single-family homes is an appropriate use of these funds; and,

THAT WHEREAS, a match of \$100,000 to fund land acquisition, is being provided in support of this application;

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

Section 1. That the Mayor and City Council hereby authorize the submittal to the Georgia Department of Community Affairs of the Community Home Investment Program (CHIP) Grant application.

Section 2. That the Mayor and City Council hereby pledge \$100,000 from the City’s General Fund as a match.

Section 3. That the City Council hereby authorizes the Mayor to execute all documents related to adopted grant including certification of assurances for compliance with all program regulations included in Attachment 8 of the Application entitled CHIP Grant Application Certified Assurances.

Adopted this 18th day of January, 2022

CITY OF STATESBORO, GEORGIA

By: _____

Jonathan McCollar, Mayor

Arrest: _____

Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: January 18, 2022

RE: Grant Acceptance

POLICY ISSUE: Acceptance of Grant

RECOMMENDATION: That Council accept a recently awarded grant from the Criminal Justice Coordinating Committee (CJCC) in the amount \$116,640 for the purchase of a new shooting simulator and related equipment.

BACKGROUND: On December 7, 2021, Council reviewed a police department request to apply for a grant from the CJCC for the purchase of an updated shooting simulator for decisional shooting training. Although the original application was for \$112,700 we were awarded \$116,640. We are seeking Council approval to accept the grant.

BUDGET IMPACT: There are no requirements for matching funds. This is a reimbursable grant, so funds have to be expended and then reimbursed from the grant.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: January 11, 2022

RE: January 18, 2022 City Council Agenda Items

Policy Issue: *Consideration of fourth lease amendment with T-Mobile regarding Malecki Drive water tower*

Recommendation: Consideration

Background: T-Mobile has leased space on Malecki Drive water tower since 1997. Purpose of lease amendment is to allow for upgrade of their cellular infrastructure on the tower. Rent and other aspects of lease will remain unchanged

Budget Impact: N/A

Council Person and District: Venus Mack- District 3

Attachments: Proposed fourth amendment

FOURTH AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER ATTACHMENT LEASE AGREEMENT (“**Fourth Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between the Mayor and City Council of Statesboro, a Georgia municipality, having a mailing address of 50 E Main St, Statesboro, GA 30458 (hereinafter referred to as “**Lessor**”), and T-Mobile South LLC, as successor in interest to Powertel/Atlanta, Inc., having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, ATTN: Property Management/9SA0974A (hereinafter referred to as “**Lessee**”).

WHEREAS, Lessor and Lessee are parties to a Tower Attachment Lease Agreement dated December 3, 1997, as amendment by an Amendment to Tower Attachment Lease Agreement dated October 16, 2001, as amended by a Second Amendment to Tower Attachment Lease Agreement dated December 5, 2017, and as amended by Third Amendment to Tower Attachment Lease Agreement dated March 2, 2021 (hereinafter, collectively, the “**Lease**”), whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1298 Malecki Rd, Statesboro, GA; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Equipment Modifications.** At its sole cost and expense, Lessee shall have the right to modify its Facilities on the Premises as described and depicted in Exhibit C-4, which is attached hereto and incorporated herein by this reference, and Lessor consents to and approves of such modifications in all respects.
2. **Acknowledgement.** Lessor acknowledges that: 1) this Fourth Amendment is entered into of the Lessor’s free will and volition; and 2) Lessor has read and understands this Fourth Amendment and the underlying Lease and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding Lessor’s decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment.
3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Lease otherwise is unmodified and remains in full force and effect. Lessor and Lessee reinstate, ratify, and affirm the terms of the Lease and further agree that the Lease is in full force and effect, and neither Lessor nor Lessee is in default under the Lease as of the Effective Date. Each reference in the Lease to itself shall be deemed also to refer to this Fourth Amendment.

T-Mobile Site Number: 9SA0974A
T-Mobile Site Name: Georgia Southern
Market: JAX
T-Mobile Address: 1298 Malecki Road

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Fourth Amendment on the dates as set forth below.

LESSOR:
Mayor and City Council of Statesboro,
a Georgia municipality

LESSEE:
By: T-Mobile South LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

T-Mobile Site Number: 9SA0974A
T-Mobile Site Name: Georgia Southern
Market: JAX
T-Mobile Address: 1298 Malecki Road

Exhibit C-4

List of Equipment/Site Plan

Loading per this Fourth Amendment:

(3) FFHH-65C-R3 Panel Antennas
(3) Ericsson AIR6449 Panel Antennas
(3) Antennas, Reserved
(3) Ericsson 4480 Radios
(3) Ericsson 4460 Radios
(6) Radios, Reserved
(3) 1.996" Hybrid Cables
(3) COVP, Reserved
Generator
Fuel Tank
10' x 20' Lease Area



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 1-11-2022

RE: Updating a contract with South Georgia Family Medicine Associates PC (John Gerguis M.D.) to serve as the Statesboro Fire Department Physician (also referred to as Statesboro Fire Department Medical Director).

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to enter into a contract with South Georgia Family Medicine Associates PC (John Gerguis M.D.) to serve as the Statesboro Fire Department Physician/Medical Director.

Background: The Statesboro Fire Department has implemented several programs and/or initiatives over the past several years as part of its commitment to the health and safety of its personnel. The Statesboro Fire Department Physician/Medical Director program was established in 2021 to assist the Department in meeting NFPA standards related to health and wellness. This position serves as a resource for the Fire Department as it relates to policy development and implementation, assist with the oversight of other Department health and wellness programs, conduct “fit for duty” and “return to work” assessments as well as provide medical screenings to department personnel. The primary goal for having a Fire Department Physician is to ensure that personnel are being evaluated and meeting health and wellness standards in a consistent and proactive manner.

Budget Impact: The Statesboro Fire Department was awarded \$35,000 through the 2020 Assistance to Firefighters Grant (AFG) to assist the Department with the Fire Department Physician Program. This \$35,000 will be paid to South Georgia Family Medicine Associates PC for John Gerguis M.D. to serve as Statesboro Fire Department’s Physician/Medical Director as outlined in the position description and scope of services. All costs for services not included in the Scope of Services (i.e. lab work, x-rays, etc.) will be paid through the Fire Department’s Operating Budget.

Council Person and District: All

Attachments:

1. Contract with South Georgia Family Medicine Associates PC

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this 18th day of January, 2022 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **South Georgia Family Medicine Associates PC**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to serve as Medical Director for the City's Fire Department, and City agrees to compensate Contractor for, all necessary services to serve as, as described in the proposal prepared by City's Fire Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services shall be \$35,000 annually. Individual physicals shall be \$200. All other procedures and services deemed medically necessary shall be provided at cost as incurred by Contractor.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed

item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall

not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement shall commence on January 18, 2022. This Agreement shall automatically renew on January 18, 2023 and for the next two years thereafter on January 18, until such time as written notice of termination or modification is received by either party at least thirty (30) days prior to the expiration of the first term or any term thereafter.
This Agreement may be terminated at any time by either party with at least ninety (90) days written notice to the other party.
13. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
14. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
15. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
16. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

CONTRACTOR LEGAL NAME

Recommended by: _____
Charles Penny, City Manager

Tim Grams, Chief, Statesboro Fire Department

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Leah Harden, City Clerk

By: _____
Jonathan McCollar, Mayor

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director – Public Works and Engineering

Date: January 10, 2022

RE: CIP – Stillwell Street and Zetterower Ave. Intersection Improvements
Asphalt Paving associated with Railroad Grade Crossing Rehabilitation by Pioneer Lines/Georgia Southern Railroad

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of Potential Change Order (PCO) No. 1 listed below to the contract with Y-Delta, Inc. in the not to exceed amount of **\$20,125.00** and authorize the Mayor to execute contract document amendment to proceed with construction of services listed in the change order for the Stillwell Street and Zetterower Ave. Intersection Improvements project:

PCO # 1 - Labor, material, and equipment for Roadway Asphalt Concrete Changes:

- Installation of (2) 3-inch lifts of asphalt required for track rehabilitation \$15,625.00
- Cut and Patch Asphalt Approach to Tracks \$ 4,500.00

TOTAL: \$20,125.00

Background:

This project proposes to construct intersection radius improvements at Stillwell Street and Zetterower Avenue. The intersection is used heavily by large tractor trailer trucks in route to the lumber mill. The railroad tracks have to be rehabilitated due to the new construction of the turning lane ahead of the road improvements. Since the asphalt will have to be removed for the track crossing rehabilitation, work by the prime contractor will be required for asphalt removal and new paving to ensure a smooth transition for vehicle traffic.

Budget Impact:

The project is to be paid from the 2018 TSPLOST fund. The estimated amount for this work, utility relocation and construction remains within the budget amount of \$460,000.00 allocated for the project.

Council Person and District:

District 3, Councilmember Venus Mack

Attachment: Proposal
Exhibit



Y-Delta, Inc.
5657 Lakeview Road
Statesboro, GA 30461
Phone: 912-587-5839
Fax-912-587-5495

January 10, 2022

Re: Change Order #1 for Asphalt Paving at Stillwell Road in Statesboro, GA

Dear Sir or Madam:

We propose the following for Utility installation to include the following:

- Installation of 2- 3" Lifts of asphalt 3' from the railroad tracks

Our price for performing this work is stated below:

- **6" asphalt Placement:\$15,625.00**
 - 3" of 25mm, and 3" of 19mm
 - Asphalt on both sides of track and inside track
- **Cut and Patch: \$4,500.00**
 - Remove and replace asphalt in intersection
 - 10 x 10
- **Total: \$20,125.00**
- **NO TRAFFIC CONTROL INCLUDED.**

Please review the following notes:

1. Y-Delta cannot be held responsible for unforeseen conditions.
2. No permits, fees or any kind of testing included.
3. No removal of unsuitable soil and no compaction test.
4. No Layouts/ as-builts included.
5. No removal or relocating existing utilities.
6. Add 1% to Total Price if the Bonding of Our Portion is required

Sincerely,

Clay Cartee
Project Manager/ Estimator

HATCHING LEGEND:

DEMOLITION	
PROPOSED OVERLAY AREA	
PROPOSED / WIDENING	
TEMPORARY CONSTRUCTION EASEMENT	
R.O.W ACQUISITION	

LINE TYPE LEGEND:

EX. UTILITY (ALL TYPES)	
EX. CONTOURS (MAJ. AND MIN.)	
EX. STORM	
PRO. STORM	
LOT LINES	
PRO. EP AND CURB	

GENERAL NOTES:

CITY OF STATESBORO TO OBTAIN RIGHT-OF-WAY AND/OR TEMPORARY CONSTRUCTION EASEMENTS FOR ALL WORK PERFORMED ON PRIVATE ROADWAYS.

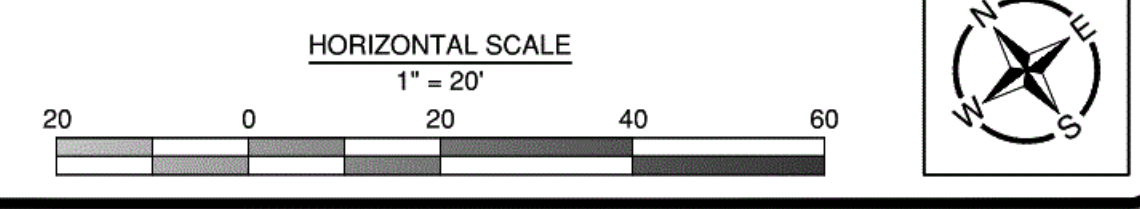
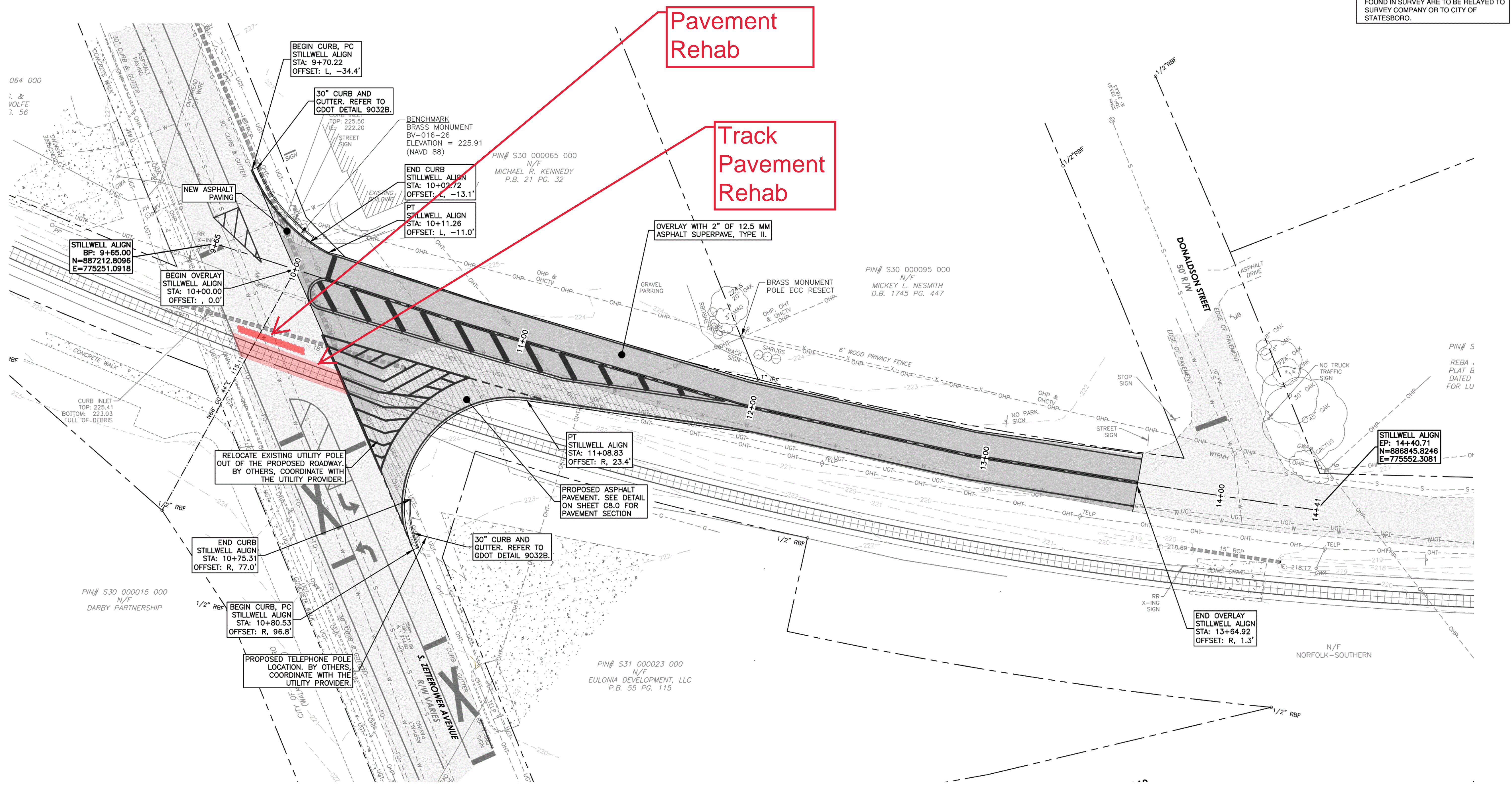
SURVEY DISCLAIMER

SURVEY PROVIDED BY NEVIL & LINDSEY LAND SURVEYING. ALL DISCREPANCIES FOUND IN SURVEY ARE TO BE RELATED TO SURVEY COMPANY OR TO CITY OF STATESBORO.



ENGINEERING & LAND SURVEYING
 40 JOE KENNEDY BLVD
 STATESBORO, GA 30458
 (912) 489-7112 OFFICE
 (912) 489-7125 FAX

NOTE TO CONTRACTOR: IF ANY DISCREPANCIES BETWEEN THE ENGINEER'S PLANS OR CONSTRUCTION STAKES AND ACTUAL SITE CONDITIONS ARISE DURING THE COURSE OF CONSTRUCTION THE CONTRACTOR AND/OR DEVELOPER SHALL NOTIFY THE ENGINEER IMMEDIATELY. THE CONTRACTOR KNOWS OR CAN REASONABLY BE EXPECTED TO HAVE KNOWLEDGE OF AN EXISTING UTILITY OR OBSTRUCTION AND SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ANY WORK OR EXPENSE INCURRED BY HIM, WHICH IS REQUIRED TO COMPENSATION FOR ANY WORK OR EXPENSE INCURRED BY HIM, WHICH IS REQUIRED TO CORRECT ANY DISCREPANCY OR CONTACT WHEN HE KNEW OR SHOULD HAVE KNOWN OF THE SAME. DISCREPANCY OR CONTACT WHEN HE KNEW OR SHOULD HAVE KNOWN OF THE SAME. DISCREPANCY OR CONTACT WHEN HE KNEW OR SHOULD HAVE KNOWN OF THE SAME. DISCREPANCY OR CONTACT WHEN HE KNEW OR SHOULD HAVE KNOWN OF THE SAME.



REVISIONS:

DESIGNED: TAL
 DRAWN BY: TAL
 CHECKED: DLH

DATE: APR. 6, 2021

JOB NO.: 2019-003

SCALE: AS SHOWN

DRAWING NUMBER
C3.0
 SHEET NUMBER 5

LETTEROWER AVE AT STILLWELL ST
 INTERSECTION & ROADWAY IMPROVEMENTS
 CITY OF STATESBORO, GA
 MAINLINE PLAN

City of Statesboro Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 1/11/22

RE: Memorandum of Understanding with North Point Real Estate, Inc.

Policy Issue: Council Approval

Recommendation: Consideration of a motion to enter into a Memorandum of Understanding with North Point Real Estate, Inc., for the extension of water and sewer to serve property located on Hwy 67 (the Rushing Tract).

Background: As part of the City's long range Master Plan for utilities the area around HWY 67 at Burkhalter Rd is identified as an area with high growth and utility services potential. In 2020 the City was approached by Optim Orthopedics about the possibility of extending utilities to serve their proposed medical complex in this area. After much negotiation an agreement was reached and we are currently in the process of extending water and sewer mains, sewer force main and constructing a new Lift Station to serve the area.

While in the process of constructing the new facilities, we were approached by North Point Real Estate Inc., about the possibility of extending water and sewer to a site that adjoined the Optim property on the south side (the Rushing Tract). The City facilities were designed to be extended and to serve the surrounding area.

North Point has agreed that if approved they will pay all costs associated with the extension of water and sewer to their property and all customary tap fees and applicable aid to construction fees. In addition they have agreed to sign a standard Water Sewer Agreement that states as soon as the property becomes contiguous with the city limits they will annex into the Statesboro city limits.

As part of North Point's agreement to purchase the property they will need to rezone the property with Bulloch County. In order to make that application they need the MOU to prove adequate water and sewer service will be provided to the site. The County has acknowledged that a fully executed MOU with the City will serve as proof of water and sewer availability for their application. The terms of the agreement are that North Point has until April 1, 2022 to sign the Water Sewer Agreement or the MOU becomes void.

Budget Impact: None

Attachments: MOU Document

**STATE OF GEORGIA
BULLOCH COUNTY**

**MEMORANDUM OF UNDERSTANDING
CONCERNING WATER AND SEWER SERVICE**

This Memorandum of Understanding is made and entered into as of this _____ day of January 2022 by and between **North Point Real Estate, Inc.**, a Georgia corporation (“North Point”), and **City of Statesboro, Georgia**, a Georgia municipal corporation (“City”).

Whereas, North Point is the purchaser under a Real Estate Purchase and Sale Agreement, under which it plans to purchase 38.857 acres of land in Bulloch County, Georgia on Ga. Highway 67, near the City known as the Lynelle Rushing Tract (the “Rushing Tract”), which is , is shown on plats recorded in the records of Bulloch County at Plat Record Book 61, page 746, and Plat Record Book 4, page 19, and known as Bulloch County Parcel ID # 093 000036 000 and 108 000018 000 and

Whereas, the Rushing Tract is in the unincorporated area of Bulloch County, but is located near water and sewer lines owned and maintained by City, and

Whereas, North Point wishes to rezone the Rushing Tract, and to develop it for commercial, multi-family and townhouses, and other residential uses, and to develop the property, will need to acquire water and sewer to serve the tract; and

Whereas, the City is willing to provide water and sewer to the Rushing Tract under terms and conditions set forth herein, and to be further spelled out in a Water and Sewer Agreement between the City and the developer of the tract, and

Whereas, as a condition of the rezoning of the Rushing Tract, Bulloch County will require evidence from North Point that it will acquire sufficient public water and sewer capacity to adequately serve the site, and the parties have agreed to enter into this Memorandum to enable North Point and the county to proceed to consider the rezoning,

Now Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. City agrees that it will provide water and sewer service to the Rushing Tract which is adequate to serve 72,000 square feet of commercial space, and 298 dwelling units, subject to the terms of this agreement.

2. North Point will pay the following costs:
 - a. the construction costs of all water and sewer lines which are necessary to connect the Rushing Tract to city water and sewer lines which exist, or are under construction,
 - b. the construction costs of all water and sewer lines within the Rushing Tract which are necessary to serve the individual properties within the tract, and
 - c. customary tap-in fees and other charges which are generally applicable to customers of the City Water and Sewer System, and which are specified by ordinance, or in a contract with North Point.

3. All construction of water and sewer lines hereunder will be in accordance with plans and specifications approved by the City. Upon completion, all water and sewer lines, and easements necessary to service them, will be dedicated to the City, upon final inspection at the expense of North Point, and acceptance of the work by the City.

4. Water and Sewer Rates will be paid by all users within the development in accordance with City ordinance, generally applicable to users of the system.

5. North Point will have the right to assign this MOU and any Water and Sewer Agreement entered into pursuant to this agreement to any assignee of its rights under the Purchase and Sale Agreement for the Rushing Tract, or any future owner of the Rushing Tract, subject to the assignee's acceptance of all terms, and all obligations under the agreement.

6. The terms herein will be incorporated in a Water and Sewer Agreement with respect to the Rushing Tract which will be negotiated between the parties and approved by the City and North Point or its assigns prior to beginning of any construction, and in any event not later than April 1, 2022.

In Witness Whereof, the parties have executed this document through their duly authorized officers as of the day and year entered above.

City of Statesboro

By: _____

North Point Real Estate, Inc.

By: _____