February 4, 2020 9:00 am

- 1. Call to Order by Mayor Jonathan McCollar
- 2. Invocation and Pledge of Allegiance by Councilmember Shari Barr
- 3. Recognitions/Public Presentations
 - A) Presentation of the Arbor Day Proclamation
 - B) Recognition of the City's Participation in the Tree City USA Program
 - C) Recognition of the Finance Department for receiving the Government Finance Officers Association Distinguished Budget Award for the FY2020 Budget.
- 4. Public Comments (Agenda Item):
- 5. Consideration of a Motion to approve the Consent Agenda:
 - A) Approval of Minutes
 - a) 01-21-2020 Work Session Minutes
 - b) 01-21-2020 Council Minutes
- 6. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5
 - A) G8 State LLC DBA: G8 Stop 1 240 S Main St Dhaval Patel/Satyam Shah/Gaurav Soni/Krupal Soni
 - B) G8 Southern LLC DBA: G8 Stop 2 421 Northside Dr E Dhaval Patel/Lipika Patel
 - C) JDJ Partners LLC DBA: Bull & Barrel 30 W Main St James Peery/ Jason Franklin
 - D) The Southern Pony 721 S Main St #8 Jeffery Wells

E) Blue Water Seafood, LLC DBA: Patterson's Station 67 26 Independence Way Thomas Scarborough

F) American Multi-Cinema, INC DBA: AMC Statesboro 12 991 Lovett Rd American Multi-Cinema, Inc

- 7. Consideration of a Motion to Approve **Resolution 2020-03**: A Resolution requesting approval to apply for the Georgia Firefighters Standards and Training Council Fireworks Tax Grant for the City of Statesboro, Georgia.
- 8. Consideration of a motion to approve **Resolution 2020-04**: A Resolution authorizing the destruction of certain Municipal Records
- 9. Consideration of a Motion to Approve <u>Resolution 2020-05</u>: A Resolution adopting the proposed codification of Sec. 6-4 of the Statesboro Code of Ordinances and set issuance fee at \$250.00.
- 10. Consideration of a Motion to Approve <u>Resolution 2020-06</u>: A Resolution approving application and authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application.
- 11. Consideration of a Motion to Approve <u>Resolution 2020-07</u>: A Resolution accepting Right of Way of Bethany Way as a Public Street to be owned and maintained by the City of Statesboro, Georgia.
- 12. Consideration of a Motion to Approve the amended Development Agreement with JGR concerning the placement of public infrastructure within the Old Register TAD and City reimbursement to developer for placement of said public infrastructure.
- 13. Other Business from City Council
- 14. City Managers Comments
- 15. Public Comments (General)
 - A) Marsha Twiggs speaking about the ditch in front of her house and would like a sidewalk put in for safety reasons.
- 16. 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)
- 17. Consideration of a Motion to Adjourn

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

John Washington, Public Works / Engineering Director

From: Robert Seamans, Streets and Parks Superintendent

Date: 1/24/20

RE: Arbor Day Proclamation and Tree City USA Recognition

Policy Issue: Tree Board Request

Recommendation:

The Statesboro Tree Board requests two items on the February 4, 2020 city council meeting agenda for a proclamation recognizing Arbor Day 2020 in the City of Statesboro and recognition of the City of Statesboro's participation in the Tree City USA program. Tree Board Chairman, Wesley Parker, has requested that members of the Tree Board accept the proclamation and has indicated that Georgia Forestry Urban Forester, Alex Ballard, will present the Mayor and Tree Board with a Tree City USA flag.

Background:

The Statesboro Tree Board seeks to promote a healthy urban forest within the City of Statesboro. Two initiatives of the tree board are recognition, promotion and participation in an annual Arbor Day program and participation in the Tree City USA program through the Arbor Day Foundation.

Budget Impact:

None

Council Person and District:

N/A (citywide)

Attachments:

Arbor Day Proclamation

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

ARBOR DAY

- WHEREAS, In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
- WHEREAS, The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
- WHEREAS, Arbor Day is now observed throughout the nation and the world, and
- WHEREAS, trees can reduce the erosion of our topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and
- WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
- WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and
- WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,
- NOW THEREFORE, I, Jonathan McCollar, Mayor of the City of Statesboro, do hereby proclaim February 21st, 2020 as

ARBOR DAY

FURTHER.

in the City of Statesboro, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 4th day/of February in the Year 2020

Jonathan McCollar, Mayor

CITY OF STATESBORO

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



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

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: January 28, 2020

RE: Government Finance Officers Association (GFOA) Distinguished Budget Award

Background: The GFOA's Distinguished Budget Award represents a significant achievement by an entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as: a policy document, a financial plan, an operations guide, and a communications device. Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award. There are over 1,600 participants in the Budget Awards Program. The City of Statesboro received the Distinguished Budget Award for their FY2020 Budget. This is the 16th consecutive year the City has received the award.

Budget Impact: N/A

Council Person and District: All

Attachments: N/A



CITY OF STATESBORO WORK SESSION MINUTES JANUARY 21, 2020

Mayor & Council Work Session

50 E. Main St. City Hall Council Chambers

4:00 PM

A Work Session of the Statesboro City Council was held on January 21, 2020 at 4:00 p.m. at Joe Brannen Hall, 58 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny.

The meeting was called to order by Mayor Jonathan McCollar.

1) Park & Recreation Presentation

Ronald Huffman with Wood group presented an outline and tentative schedule for the study of operations, maintenance staffing and programs at Grady Street Park, Luetta Moore Park and Memorial Park also known as Fair Road Park. Mr. Huffman explained there would be an analysis of existing conditions of the parks. Then needs a priority assessment, which would include operations, maintenance, staffing review, programs review, input from the public such as staff work sessions, stakeholder interviews, strategy session with City Council and a public open house. A master plan sketch for each park will presented to Mayor and Council at a Work Session slated for March 17. The timeframe of this process would be approximately 2 months. Councilman Phil Boyum brought up other park with in the City asking what the plans are for them. Mayor McCollar explained we are starting with the three parks and work from there for improvements to other parks a possibly the creation of Pocket Parks in the City.

2) Transit Presentation

Civil Engineer, Kiara Ahmad presented the Statesboro Transit Implementation update. The Transit system is a flex service operated by the Coastal Regional Commission. The buses would run Monday thru Friday 6:00 am to 6:00 pm with a proposed fare rate of \$1.00 one way. The plan includes two flex routes with an average travel time of forty minutes round trip. The buses are Ford E-350 shuttle bus with wheelchair lift. Each bus has a capacity of ten passengers with two wheelchairs. Each flex route will have two buses. The cost for Capital expense for the City will be \$21,420.00, a 10 percent match from state funds and 80 percent from Federal Section 5311 grant funds. The operational costs for the City will be approximately \$161,100, a 50 percent match to State funds. The goal is to be operational July 2021.

3) Road Resurfacing

Director of Public Works and Engineering John Washington reviewed with Mayor and Council the Fiscal Year 2020 Street Resurfacing program Assessment process and Project List. The City receives funding from the Georgia Department of Transportation annually through the Local Maintenance Improvement Grant (LMIG). The process begins with the assessment of the roads, a rating of 1-5 is applied, one being the best and five being the worst. The funding for theses improvements come from the LMIG funds with a local match and we have TSPLOST funds for resurfacing. A list of roads needing resurfacing presented to Council for approval in December 2019 is submitted to the Georgia Department of Transportation along with the LMIG application. We are able to expand the list based on the amount of funds received. At this time, we are looking at 6.42 miles of resurfacing for FY2020.

4) Quarterly Financial Report

Director of Finance Cindy West gave a report on the revenue and expenditures in the General Fund, Statesboro Fire Service Fund and Public Utility Fund, for the second quarter of the 2020 fiscal year. The city is right on track with its budget.

5) Auditor Report and Brief Presentation

Richard Deal with Lanier, Proctor and Deal presented the Financial Audit findings for Fiscal Year 2019 ending June 30, 2019 for the City of Statesboro. Mr. Deal showed the City had a total asset increase of six percent, total liability decrease of seven percent from the previous year. The General Fund balance represents forty-five percent of our annual expenditures and transfers out. Having a high fund balance percentage allows for a higher credit rating and we are able to borrow at a lower interest rate. He also reviewed the net position of SPLOST, TSPLOST, Proprietary Funds Enterprise Funds and Internal Service Funds.

The meeting was adjourned at 5:15 pm



CITY OF STATESBORO COUNCIL MINUTES JANUARY 21, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. CALL TO ORDER

Mayor Jonathan McCollar called the meeting to order

2. INVOCATION AND PLEDGE

Director of the Downtown Statesboro Development Authority Allen Muldrew gave the invocation. Councilmember John Riggs 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	Councilmember	Present	

Other staff present was: City Manager Charles Penny, Assistant City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Leah Harden.

3. Recognitions/Public Presentations

A) Presentation by Richard Deal with Lanier Deal and Proctor on how the City financially ended Fiscal Year 2019.

Richard Deal with Lanier, Deal and Proctor presented to Mayor and Council how the City financially ended Fiscal Year 2019

B) Presentation by Fair Count regarding the 2020 Census.

Evelyn Jaudon with Fair Count a non-profit organization presented to Mayor and Council what their organization is all about and the resources they have and use so all people can be counted in the 2020 Census.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes
 - a) 01-07-2020 Council Minutes

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)	
MOVER:	Councilmember Shari Barr	
SECONDER:	Councilmember John Riggs	

AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

6. Public Hearing and Consideration of a motion to approve: Application RZ 19-12-01: James Hendry requests a zoning map amendment of 0.692 acres of property located at 8 North Mulberry Street from R-3 (Medium Density Multiple Family Residential) to CR (Commercial Retail) zoning district in order to redevelop an existing warehouse building as a commercial building with multiple unites of business (Tax Parcel s28 000091 000).

A motion was made to open the Public Hearing.

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

No one spoke for or against Application RZ 19-12-01.

A motion was made to close the Public Hearing.

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

A motion was made to approve application RZ 19-12-04 a zoning map amendment of 0.692 acres located at 8 North Mulberry Street from R-3 to CR.

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

7. Public Hearing and C A) 301 Onestop Nilay Bhatt 17402 N Hwy 301 Statesboro, Ga 30	
A motion was made to open	n the Public Hearing.
RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	
No one spoke for or agains A motion was made to clos	
RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	
A motion was made to app	rove the alcohol application for 301 Onestop.
RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	
	notion to approve <u>Resolution 2020-02:</u> A Resolution authorizing the closing of the Bank Community Development Block Grant.

A motion	was	made to	Resolution	2020-02 :	A	resolution	closing	of	the	bank	account	for	the	2016	community
developme	nt blo	ock grant.													

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

9. Consideration of a Motion to approve the Sixth Amendment to the Lease Agreement with AT&T regarding the City water tower access lease located at 201 Lanier Drive.

A motion was made to approve the sixth amendment to the lease agreement with AT&T regarding the City water tower access located at 201 Lanier Drive.

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

10. Consideration of a Motion to Award a contract to Suez Inc. in the amount of \$37,470.00 for emergency repairs to Well #10 with funds from Water Sewer system revenues.

A motion was made to award a contract to Suez Inc. in the amount of \$37,470.00 for emergency repairs to Well #10.

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

11. Consideration of a Motion to Authorize payment to Continental Road LLC in the amount of \$39,395.00 to upgrade 8" water main to 12" water main.

A motion was made to authorize payment to Continental Road LLC in the amount of \$39,395.00 to upgrade 8" water main to 12" water main.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs

SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

12. Consideration of a Motion to award a Professional Services Contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$139,340.00 for modifications to Blowers and Influent Pumps at the Waste Water Treatment Plant with funds approved as part of the 2020 CIP Budget item #WWD 168 and #WWD 169.

A motion was made to award professional services contract to Hussey, Gay, Bell Inc. in an amount not to exceed \$139,340.00 for modifications to Blowers and Influent Pumps at the Waste Water Treatment.

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

13. Other Business from City Council

Council Manager Charles Penny stated the Bulloch County is paying for the consultant. Mayor Jonathan McCollar gave an overview regarding park improvements in the City as presented in the previous work session. He stated we will be starting with Memorial Park (Fair Road Park), Luetta Moore Park and Grady Park.

Mayor Jonathan McCollar announced he will be giving a State of the City Address on February 18, 2020 at 5:30 pm.

14. City Managers Comments

City Manager Charles Penny stated we will need for the Council to approve the Audit Report done by Lanier Proctor and Deal for Fiscal Year 2019.

A motion was made to approve the Audit report provided by Lanier, Proctor and Deal on how the City financially ended Fiscal Year 2019.

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

City manager Charles Penny stated an approval needs to be granted for the renewal of the Global Markets Entity Identifier Authorization form, which allows the City to continue participation with the 1998 GMA Lease Poole.

A motion was made to approve the renewal of the Global Markets Entity Identifier Authorization Form.

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

15. Public Comments (General)

KeShawn Houser thanked Mayor and Council for their work towards improvements to Luetta Moore Park. He also stated he would like the qualifying age to run for public office to be changed.

Marcus Toole with Bulloch County Habitat for Humanity thanked Mayor and Council for their efforts on City park improvements.

Rev. James Byrd Sr. invited Mayor and Council to a forum regarding city improvements to be held at Luetta Moore Park on February 15, 2020. He also stated Packinghouse Road needs attention such as resurfacing. Mayor McCollar explained the process of paving roads and how they are chosen.

Charlie Jackson from Whitesville stated he is concerned about the park located behind his house. He stated is needs some attention and that he would like to get with his Councilmember to discuss this issue. Mr. Jackson in is District 1 represented by Phil Boyum. Councilmember Phil Boyum stated he would be glad to talk to him about this issue and wait and they could connect after the meeting.

16. 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)

There was no Executive Session.

17. Consideration of a Motion to Adjourn

A motion was made to

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

The meeting was adjourned at 6:11 pm

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)

	E CONTRACTOR OF THE CONTRACTOR
	Date application was received by tax/license office:
1.	Business Trade Name: C > 8 STOP 1 D/B/A Name
2.	Applicant's Name: <u>C & STATE LLC</u> Name of partnership, Ilc, corporation, or individual
3.	Business Physical Address: 240 S HAIN ST STATES BORD GA 30458
4.	Business mailing address: 240 S MAIN ST STATES BORU GA 30458
5.	Local business phone number: 770 - 241 - 0676
	Corporate office phone number: 770 - 241 - 0676
6.	Name of Manager: DHAVAL PATEL Person responsible for alcohol licensing issues
7.	Phone number for manager: 770 - 241 - 0676
	Email address for manager: C85T0P1 @ GMATI . COM Purpose of application is:
Ne	w Business New Owner

	Previous owner's name: GATE PETROLEUM CO			
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 onpremises 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			
	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: 68 STATE LLC			
	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 ar		-				
	Full Legal Name:	DHAVAL	PATEL		_Phone #:		
	Home Address:	·					
		<u> </u>		-			
	Full Legal Name:	SATYAM	SHAH		Phone #: 743 - 233 - 4650		
	Home Address:						
		•	 ;	.			
	Full Legal Name:_	GAURAV	SONI	11	_Phone #:_ 443 —		
	Home Address:	<u></u>		9			
		» -	r		<u> </u>		
	Has each member (Attach additional			davit to a	ttach to this application?		
	all stockholders a corporation, the s	nd the percentage same information ity of the stockhol	e of stock owned be shall be given for ders or their perce	y each. I the Stock	orporations shall list the names and addresses of f a named stockholder therein is another sholding Corporation. If, during the life of the ownership should change, that information		
16.	If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.						
	Name of Corporation:						
	Home Office address:						
	-						
	Mailing address (if different):						
	Date & Place of incorporation:						
	Do you have a sha	reholders agreem	ent?:				
	If not, what docur	ments establish the	e ownership rights	of the sh	areholders?		

15.	Members of LLC and/or partners:
	Full Legal Name: KRUPAL SON1 Phone #: 617 - 966 - 2660
	Home Address: 295 TURNPIKE RD
	WESTISOROUGH, MA 01581
	<i>Y</i>
	Full Local Manager
	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)
	Corneration (Stackhalders, All cornerate applicants who are cornerations shall list the names and address as
	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: N/A
	Home Office address:
	Home Office address:
	Mailing address (if different):
	Date & Place of incorporation:
	Do you have a shareholders agreement?:
	If not, what documents establish the ownership rights of the shareholders?

17.	Officers: Full Legal Name: N	Phone #:
1	nome address	
1	Percentage of stock owned:	Office held:
	Full Legal Name:	Phone #:
20 20 21 21	Home address:	
a constraint of	Percentage of stock owned:	Office held:
	Full Legal Name:	Phone #:
	Home address:	
è		
	Percentage of stock owned:	_ Office held:
	Attach additional pages if necessary	
	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 at	tached to this application?
19.	If there is any individual or officer who has resided at his/h information below:	er current address LESS THAN 5 years, complete the
	Name: 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:				
	VISHAL PATEL				
	940 S MAIN ST CLINTON SC 29325				
21.	Is the commercial space where the business is to be located rented or leased? RENTED YES				
	If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:				
	NILIZANTH 8 LLC				
	401 NORTH BROAD ST CLINTON SC 29325				
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? 10				
	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?0				
	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? NO				
	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?				
	If yes, please provide details on a separate sheet of paper.				

	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? \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
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? [Kong Paper Kong P
31.	Will live nude performances or adult entertainment be a part of this business operation? If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

35 87	I have read and understood, the beverages and supporting docu any false information will cause b license. I also fully understand	ments is true and correct to the best of my the denial or revocation of any alcohol that knowingly providing false
DHAVAL PATEL Print full name as signed below		
Signature of applicant	MEMBER Title	O1/14/2020 Date
Sworn and subscribed before me this Rotary Public	day of Jans April My commission	,

,_SATYAM	SHAH	, solemr	nly swear, subject to the penalties O.0	C.G.A
the second of th			that all information required in this cuments is true and correct to the be	est of my
			ise the denial or revocation of any alc	
	and the contract of the contract of		nd that knowingly providing false	
ntormation under oat	n in this amidavit	will subject me to criminal p	rosecution and possible imprisonmer	17.
SATMAM		<u></u> :		
Print full name as sign	ed below		1 A	
whit,		Member	1/13/2020	
Signature of applicant		Title	Date	
Sworn and subscribed	before me this _	13 day of Jane	eary 20 20.	
Karen G.	arterbu	_ 5/	15/2022	
Notary Public		My commis	ssion expires	
	K	AREN A ARTERBURN NOTARY PUBLIC		
	Approximation	Fulton County State of Georgia		
	1			

My Comm. Expires May 13, 2022

application for license to sell alcoholic bevera knowledge and I fully understand that any fa license issued by the City of Statesboro licens	, solemnly swear, subject to the penalties O.C.G.A read and understood, that all information required in this ges and supporting documents is true and correct to the best of my se information will cause the denial or revocation of any alcohol e. I also fully understand that knowingly providing false ubject me to criminal prosecution and possible imprisonment.
CAURAY SONI	
Print full name as signed below	
Soni KN	MEMBER 01/14/2020
Signature of applicant	Title Date
Sworn and subscribed before me this 14 R C Mlh III Notary Public	day of Janvar 20 20. Apoil 20, 2026 My commission expires
	TOTAP: SOUTH THE TOTAP TO THE TENSION OF THE TENSI

Calculation of Basic License Fee
For Calendar Year: 2020

Classification:	Mark all that apply	License Fee
Package Sales		\$1750
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		\$2800
3. Caterer		\$200
 Brewer, manufacturer of male beverages only 	t	\$1750
5. Broker		\$1750
6. Importer		\$1750
7. Manufacturer of Wine only		\$1750
8. Sunday Sales Permit	<u> </u>	\$300
9. In Room Service Permit		\$150

Total Due: \$ 2,050.00



City of Statesboro Department of Planning & Development Memorandum

50 East Main Street

P.O. Box 348

» (912) 764-0630

Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE:

January 24, 2020

TO:

Tax Department

SUBJECT:

ALCOHOLIC BEVERAGE APPLICATION (240 South Main Street - Gate)

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Dhavel Patel for 240 South Main Street (Tax Parcel # S30 000001 000). The applicant is proposing the sale of Package Sales at this location. The proposed sale of alcohol is permitted at the location and the application may be approved. Staff's recommendation is based on the following:

- 1) Zoning District: 240 S Main St is located in the HOC (Highway Oriented Commercial) zoning district. Sale of beverages is permitted in this district.
- 2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(2) of the Statesboro Code of Ordinances, "Package" alcoholic beverage licenses may be issued in the HOC (Highway Oriented Commercial) zoning district.
- 3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the Statesboro Code of Ordinances. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6-7(d)1, Class D, E, and F 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.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the Statesboro Zoning Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Justin L Williams

Justin & Williams

City Planner I

Department of Planning and Development

G8 Stop 1 240 S Main St Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Department Full Name Recommendation

Alcohol License Review

Planning & Development	Justin Williams	Approve	See Memo. Proximity Survey not sufficient, but not required due to prior license approval.
Fire Department	Carlos Nevarez	N/A	
Police Department	Jared Akins	Approval	No reasons for denial noted
Legal	Cain Smith	Approval	
· ·			

Comments

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 11/2020
1.	Business Trade Name: 6 8 510 P 2 D/B/A Name
2.	Applicant's Name: 68 SOOTHERN 116 Name of partnership, Ilc, corporation, or individual
3.	Business Physical Address: 421 NORTH SIDE DR E
	STATESBORD GA 30458
4.	Business mailing address: SAME AS ABOVE
5.	Local business phone number: 770 – 241 – 0676
	Corporate office phone number: 770 - 241 - 0676
6.	Name of Manager: DHAVAL PATEL Person responsible for alcohol licensing issues
7.	Phone number for manager: 770 - 241 - 0676
	Email address for manager: 685TOP2 @ CoMATI . COM
10	Purpose of application is:
Ne	ew Business New Owner

	Previous owner's name: GATE PETROLEUM CO
	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 onpremises 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
Co	mplete <u>EITHER</u> numbers 13, 14, and 15 <u>OR</u> 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: 68 SOUTHERN LLC
	Do you have an operating or partnership agreement for the LLC, LLC, or partnership? YES
	If not, what documents establish the ownership rights of the members/partners?

15.	Members of LLC and/or partners:	
	Full Legal Name: DHAVAL PATEL	_ Phone #: 770 - 241 - 0676
	Home Address:	
	Full Legal Name: LTPTKA PATE:	Phone #: 678 - 983 - 5124
	Homo Addrocce	
	Home Address:	
	Full Legal Name:	Phone #:
	Home Address:	
*		
	Has each member/partner completed a financial affidavit to a	ttach to this application?
	(Attach additional pages if necessary)	to this application:
	Corneration/Stackholders All cornerate and in the	
	Corporation/Stockholders: All corporate applicants who are co all stockholders and the percentage of stock owned by each. If	orporations snall list the names and addresses of a named stockholder therein is another
	corporation, the same information shall be given for the Stock	holding Corporation. If, during the life of the
	license, the identity of the stockholders or their percentage of shall be sent to the Finance Department.	ownership should change, that information
	onal be sent to the rmance bepartment.	
16.	If applicant is a corporation: Attach a copy of the articles of inc	corporation, 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 ov	vnership rights.
	Name of Corporation:	
	Home Office address:	
	Mailing address (if different):	
	Date & Place of incorporation:	
	Do you have a shareholders agreement?:	
	If not, what documents establish the ownership rights of the sha	

17.	Officers:	41 11.	
	Full Legal Name:	NA	Phone #:
	Home address:		
	Percentage of stock owned:		
	Full Legal Name:		_ Phone #:
	Home address:		
	Percentage of stock owned:	Office held:	
	Full Legal Name:		Phone #:
	Home address:	x-0	
	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:	Ph	one #:
	Home address:		
	Full Legal Name:		
	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: Phone #: Name: 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:

Dates lived there:

Previous address:

20.	Name & address of owner of the property (land & building) where the business will be located:
	JAYRAM 8 LLC
	421 NORTHSIDE DR E STATESBORD GA 30458
21.	Is the commercial space where the business is to be located rented or leased? YES CRENTED)
	If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:
	JAYRAM 8 LLe
	401 NORTH BROAD STREET CLINTON SC 29325
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?
	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?
	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?
	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? 0
	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?
	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?
	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? \(\frac{100}{0} \) 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? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? [State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity.]
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? 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.

I, DHAVAL PATEL , solemnly swear, subject to the penalties O.C.G.A sec 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.				
	ATEL			
Print full name as signed b	elow			
to the same of the	MEMBER	01/14/2020		
Signature of applicant	Title	Date		
Sworn and subscribed before	ore me this 14 day of _	January 20 20.		
- Juille	Melusal	My Commission Expires		
Notary Public	Myc	My commission expires		

application for license to sell alcol knowledge and I fully understand license issued by the City of State	which I have read and understood, the holic beverages and supporting doc that any false information will caus sboro license. I also fully understand	uments is true and correct to the best of my e the denial or revocation of any alcohol
LIPIKA PATE Print full name as signed below	=(
Signature of applicant	MEMBER Title	01/14/2020 Date
Sworn and subscribed before me Notary Public		nucue 20 0. Dommission Expires Stole Expires 2029

Calculation of Basic License Fee
For Calendar Year: 2020

Classification:	Mark all that apply	License Fee
Package Sales		\$1750
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		\$2800
3. Caterer		\$200
Brewer, manufacturer of malt beverages only		\$1750
5. Broker		\$1750
6. Importer	<u></u>	\$1750
7. Manufacturer of Wine only		\$1750
8. Sunday Sales Permit		\$300
9. In Room Service Permit		\$150

Total Due: \$ 2030. 00



City of Statesboro Department of Planning & Development Memorandum

 50 East Main Street
 P.O. Box 348
 » (912) 764-0630

 Statesboro, Georgia 30458
 Statesboro, Georgia 30459
 » (912) 764-0664 (Fax)

DATE:

January 24, 2020

TO:

Tax Department

SUBJECT:

ALCOHOLIC BEVERAGE APPLICATION (421 Northside Drive - Gate)

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Dhavel Patel for 421 Northside Drive (Tax Parcel # MS72000009 000). The applicant is proposing the sale of Package Sales at this location. The proposed sale of alcohol is permitted at the location and the application may be approved. Staff's recommendation is based on the following:

- 1) Zoning District: 240 S Main St is located in the CR (Commercial Retail) zoning district. Sale of beverages is permitted in this district.
- 2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(2) of the Statesboro Code of Ordinances, "Package" alcoholic beverage licenses may be issued in the CR (Commercial Retail) zoning district.
- 3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the Statesboro Code of Ordinances. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6-7(d)1, Class D, E, and F 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.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the Statesboro Zoning Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Justin L Williams

Justin & Williams

City Planner I

Department of Planning and Development

G8 Stop 2 421 Northside Dr E Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Department Full Name Recommendation

Alcohol License Review

			Comments
Planning & Development	Justin Williams	Approve	See Memo. Proximity survey insufficient, but not required due to prior license.
Fire Department	Carlos Nevarez	N/a	
Police Department	Jared Akins	Approval	No reasons for denial noted
Legal	Cain Smith	Approval	

Comments

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: 110/2020
1.	Business Trade Name: Business Trade Name: Business Trade Name:
	D/B/A Name
2.	Applicant's Name: JDJ Partness LLC
	Name of partnership, Ilc, corporation, or individual
3.	Business Physical Address: 30 W Main St. Statesboro 64 3045
4.	Business mailing address: 500 Gohler Rimes Ro
	States 500 UA 30458
5.	Local business phone number: 412-282-2854
	Corporate office phone number: 412 - 678 - 4563
6.	Name of Manager: June Peel7
	Person responsible for alcohol licensing issues
7.	Phone number for manager: 412 - 282 - 285 4
8. 20.	Email address for manager: 1400 1000 79 0 1000 000 000 000 0000 000 000 000 00
	The state of the s
Nev	w BusinessNew 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 onpremises 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
Co	mplete 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: JDJ Partners LLC 430 Bohler Rimes Rd. Statishoo GA 30458
	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: Jason Taplor Franklin Phone #: 9/2-678-9563 Home Address:
	Full Legal Name:Phone #:
16.	Has each member/partner completed a financial affidavit to attach to this application? (Attach additional pages if necessary) Corporation/Stockholders: Ali 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. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights. Name of Corporation: Home Office address:
	Mailing address (if different):
	Date & Place of incorporation:
	Do you have a shareholders agreement?:
	If not, what documents establish the ownership rights of the shareholders?

17.	Officers:	
	Full Legal Name:	Phone #:
	Home address:	
	Percentage of stock owned:	Office held:
	Full Legal Name:	Phone #:
	Home address:	
	Percentage of stock owned:	Office held:
	Full Legal Name:	Phone #:
	Home address:	
		Office held:
	Attach additional pages if necessary	
18	. Stockholders: (if different than officer names)	
	Full Legal Name:	Phone #:
	Home address:	
		Office held:
		Phone #:
	Home address:	
		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:

Name & address of owner of the property (land & building) where the business will be located:
1550 Brandfon Alle A Statistico CA 30458
Is the commercial space where the business is to be located rented or leased?
If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:
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?
If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:
Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? 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.
Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesbore or other city/county in the State of Georgia, or other political subdivision and been denied such? If yes, please provide details on a separate sheet of paper.
Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? 422 App. James free operates Terran (A) If yes, please provide details on a separate sheet of paper.
Is there anyone connected with this business that has been convicted within 15 years immediately prior to the

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

sec 16-10-20 as provided above which I have read and un application for license to sell alcoholic beverages and sup knowledge and I fully understand that any false informat license issued by the City of Statesboro license. I also full information under oath in this affidavit will subject me to	oporting documents is true and correct to the best of my tion will cause the denial or revocation of any alcohol y understand that knowingly providing false
Junes Peary	
Print full name as signed below	1/2/20
Signature of appricant	Date Date
Sworn and subscribed before me this	20 20 20 20 2-5-22
Notary Public	My commission expires

Calculation of Basic License Fee
For Calendar Year: 2020

Classification:	Mark all that apply	License Fee
Package Sales		\$1750
 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		\$2800
3. Caterer		\$200
Brewer, manufacturer of malt beverages only		\$1750
5. Broker		\$1750
6. Importer		\$1750
7. Manufacturer of Wine only		\$1750
8. Sunday Sales Permit		\$300
9. In Room Service Permit		\$150

Total Due: \$ 3300



City of Statesboro Department of Planning & Development Memorandum

50 East Main Street

P.O. Box 348

» (912) 764-0630

Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE:

January 22, 2020

TO:

Tax Department

SUBJECT:

ALCOHOLIC BEVERAGE APPLICATION (4 South Walnut Street - Bull &

Barrel)

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by James Peery for 4 South Walnut Street (Tax Parcel # S18 000067 000). The applicant is proposing the sale of retail liquor, wine and beer by the drink at this location. The proposed sale of alcohol is permitted at the location and the application may be approved. Staff's recommendation is based on the following:

- 1) Zoning District: 4 South Walnut Street is located in the CBD (Commercial Business) district. Sale of beverages is permitted in this district.
- 2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(1) of the Statesboro Code of Ordinances, Class D, E, and F alcoholic beverage licenses may be issued in the CBD (Commercial Business) zoning district.
- 3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the Statesboro Code of Ordinances. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6-7(e)1, Class D, Class E and Class F alcoholic beverage licenses shall not be issued for a location 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. Attached survey shows no encroachment.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the Statesboro Zoning Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Justin L Williams City Planner

Justin & Williams

Department of Planning and Development



Form: Restaurant with Fire Protection System Annual Inspection Form

Statesboro Fire Department

Occupancy: Bull & Barrel

Occupancy ID: 315

Address: 30 W Main ST

Statesboro GA 30458

Inspection Type: OTC Inspection

Inspection Date: 1/17/2020 By: Nevarez, Carlos (560)

Time In: 14:45 Time Out: 15:45

Authorized Date: 01/21/2020 By: Nevarez, Carlos (560)

Inspection Description:

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. These are NOT the only codes enforced by the Fire Prevention Division. Other referenced codes may be used based on circumstances presented to the fire inspector.

Inspection Topics:

Exterior of Building

911 Addressing Posted Premises Identification

Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Status: PASS

Notes:

Knox Box Equipment

Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the fire code official

Status: PASS

Notes:

Means of Egress

Obstructions for exits, aisles, corridors, and stairways.

Clear exit access is essential to prevent panic or accidental falling of occupants during evacuation.

Status: PASS

Notes:

Repair or maintain exit doors and hardware to operate properly.

Well maintained exit doors and panic hardware provide safe and easy egress from a building.

Status: PASS

Notes:

Unlock all exit doors during business hours.

Locked exit doors make it impossible for occupants to escape safely and quickly.

Status: PASS

riatas. i rioc

Notes:

Proper lock/hardware on exit doors (no flush bolts, hasps, etc.)

Exit doors must be free to open without delay in the event of an emergency.

Status: PASS

Doors with panic hardware shall have no other locking devices.

(NFPA 101 7.2.1.7.3) Doors shall not be equipped with any locking devices, set screw, or arrangement that prevents the latch to open when pressure is applied to the push bar.

Status: PASS

Notes:

Exit Signs and Emergency Lighting

Repair lighted exit signs or emergency lighting.

Exit signs and emergency illumination are essential during evacuations. The exit sign will indicate to occupants the correct door to reach safely.

Status: PASS

Notes:

Provide lighting for exits, aisles, corridors, and stairways.

Well lighted exit ways prevent panic, and provide safer egress for occupants.

Status: PASS

Notes:

Portable Fire Extinguishers

Minimum 2A10BC extinguisher(s) installed as directed

NFPA 10 1.5.10 Fire extinguisher top shall be placed between 36" and 50' from floor

Status: PASS

Notes:

Fire Extinguisher Secured

NFPA 10 1.5.7 Portable fire extinguishers other than wheeled extinguishers shall be installed securely on the hanger, or in the bracket supplied by the extinguisher manufacturer, or in a listed bracket approved for such purpose, or placed in cabinets or wall recesses. Wheeled fire extinguishers shall be located in a designated location.

Status: PASS

Notes:

Fire Extinguisher Location

NFPA 10 1.5.3 Fire extinguishers shall be conspicuously located where they will be readily accessible and immediately available in the event of fire. Preferably, they shall be located along normal paths of travel, including exits from areas.

Status: PASS

Notes:

Placement Marking

NFPA 10 1.5.6 Fire extinguishers shall not be obstructed or obscured from view. In large rooms, and in certain locations where visual obstructions cannot be completely avoided, means shall be provided to indicate the extinguisher location.

Status: PASS

Notes:

Fire Extinguisher serviced within the past year and a new service inspection tag attached.

NFPA 10 6.3.4 Each portable fire extinguisher shall have a tag or tags installed with regard to the installation, inspection, recharging, repair, service or testing in compliance with this Code and with 120-3-23-.05 of Chapter 120-3-23 of the Rules and Regulations of the Safety Fire Commissioner.

Status: PASS

Notes:

Fire Alarm System and Equipment

Inspections of System

NFPA 72 10.3.1: Provide an annual Fire Alarm Report with no deficiencies.

Status: PASS

Alarm Breaker Lock-out

NFPA 72 10.6.5.4: A circuit breaker is the disconnecting means, a list breaker locking device shall be installed.

Status: PASS

Notes:

Manual fire alarm box unobstructed

NFPA 72 17.14.8.2: The manual fire alarm box must be clearly identifiable from a distance, and nothing can hinder a person from operating the manual fire alarm box as that person proceeds to the means of egress.

Status: PASS

Notes:

Manual Fire Alarm Box Location

NFPA 72 17.14.8.4: Manual fire alarm boxes shall be located within 5 feet of each exit doorway on each floor.

Status: PASS

Notes:

Fire Alarm Strobes Notification Requirement

NFPA 72 18.5.1.2: The coverage area for strobe shall be required in occupiable areas.

Status: PASS

Notes:

Fire Protection System and Equipment

Inspection and testing of fire sprinkler system

NFPA 25 4.4: Provide an annual Fire Sprinkler Report "Green Tagged" with no deficiencies. The building owner is to supply the Statesboro Fire Department with proper documentation of inspection and testing by a certified sprinkler company.

Status: NOT OBSERVED

Notes:

FDC Visible Location

IFC 2012 912.2.1: FDC shall be fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the fire chief.

Status: NOT OBSERVED

Notes:

Visible FDC Sign

IFC 921.2.2: Sign shall be the letters "FDC" at least 6 inches (152mm) high and words in letters at least 2 inches (51mm) high or an arrow to indicate the location.

Status: NOT OBSERVED

Notes:

Approved protective covers on fire department connection.

NFPA 25 13.7: Protective covers must be installed on the supply connection to prevent accumulations of debris. The fire official is authorized to require locking caps on the FDC.

Status: NOT OBSERVED

Notes:

Maintain access to and operation of standpipes, fire hose, sprinkler valves, fire hydrants, fire extinguishers, and other fire protection equipment

Fire protection equipment must have clear access of 36 inches and be operational at all times to be effective in an emergency.

Status: NOT OBSERVED

Remove obstructions and provide access in fire lanes and repaint Fire Line to be properly visible.

Large fire apparatus need room to effectively maneuver in the event of an emergency.

Status: NOT OBSERVED

Notes:

Kitchen Commercial Equipment

Clearance to Combustibles

NPFA 96 4.2.1 Where enclosures are not required, hoods, grease removal devices, exhaust fans, and ducts shall have a clearance of at least 457 mm (18 in.) to combustible material, 76 mm (3 in.) to limited-combustible material, and 0 mm (0 in.) to noncombustible material.

Status: PASS

Notes:

Clean grease filters and hood/duct system over cooking equipment.

NFPA 96 11.3 Hood system in need of cleaning by a properly trained hood cleaning contractor. Every 6 months hood needs to be cleaned.

Status: PASS

Notes:

Fryer Separation from Flames

NFPA 96 12.1.2.4 All deep-fat fryers shall be installed with at least a 406 mm (16 in.) space between the fryer and surface flames from adjacent cooking equipment. 12.1.2.5 Where a steel or tempered glass baffle plate is installed at a minimum 203 mm (8 in.) in height between the fryer and surface flames of the adjacent appliance, the requirement for a 406 mm (16 in.) space shall not apply.

Status: PASS

Notes:

Grease Filter Arranged

NFPA 96 6.2.3.3 Grease filters shall be arranged so that all exhaust air passes through the grease filters.

Status: PASS

Notes:

Inspection of Fire-Extinguishing System

Maintenance of the fire-extinguishing systems and listed exhaust hoods containing a constant or fire-activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) or company acceptable to the authority having jurisdiction at least every 6 months.

Status: PASS

Notes:

Fire-Extinguishing system manual operation device accessible

NFPA 96 10.5.1 A readily accessible means for manual activation shall be located between 1067 mm and 1219 mm (42 in. and 48 in.) above the floor, be accessible in the event of a fire, be located in a path of egress, and clearly identify the hazard protected.

Status: PASS

Notes:

Fuel/Electric Shut Down

NFPA 96 10.4.1 Upon activation of any fire-extinguishing system for a cooking operation, all sources of fuel and electric power that produce heat to all equipment requiring protection by that system shall automatically shut off.

Status: PASS

Notes:

Class K rated Fire Extinguisher provided

Class K portable fire extinguishers and the required operation sequence signage required by NFPA 10, shall be located between 5 feet and 10 feet from the manual release device(s) of the kitchen exhaust hood fire suppression system(s).

Status: PASS

Natural Gas meter and outside piping protected from physical damage

Contact: City of Statesboro Gas Department for details.

Status: PASS

Notes:

Fire Separations

Keep attic and scuttle covers closed, and ceiling tiles in place.

Ceilings are an integral part of the building feets fire protection. If kept in place, the ceiling will protect roof structures from premature collapse.

Status: PASS

Notes:

Remove obstructions from fire doors and maintain to operate properly.

Fire and smoke doors should not be blocked open or obstructed or fire and smoke will easily travel through the opening and cause excessive risk to life and property.

Status: PASS

Notes:

Seal unapproved openings with approved material.

Flame, smoke, and hot gases can easily travel through holes and pipe chases, thus creating more damage and a hazard to occupants.

Status: PASS

Notes:

Housekeeping

Arrange storage in orderly manner to provide for exiting and fire department access.

Good housekeeping makes an area safer for occupants and contributes less fuel to a fire. When storage is orderly, fire fighters can get fast access to minimize fire damage.

Status: PASS

Notes:

Remove or store rubbish, waste material, oily rags in closed metal containers.

Safety containers for oily and greasy rags are designed to prevent spontaneous ignition of their contents. Other highly flammable wastes must be separated from sources of ignition.

Status: PASS

Notes:

Provide approved waste containers for combustible waste.

Heavy duty or metal containers are necessary to confine a fire in the receptacle to prevent if spreading to the building.

Status: PASS

Notes:

Remove storage to at least 18 inches below level of sprinklers (36 inches for storage piled over 12 feet high)

Storage too close to a sprinkler will not allow the water spray to properly penetrate the fire and extinguish it.

Status: PASS

Notes:

Chain all compressed gas cylinders in an upright position and provide protective caps.

Compressed gas cylinders, empty or full, can take off like a rocket in any direction if they fail and rupture.

Status: PASS

Boiler, mechanical, and electrical panel rooms shall not be used for storage.

Combustible materials in these equipment rooms often get put too close to sources of heat and a fire will likely result.

Status: PASS

Notes:

Electrical

Labeling of Electrical Room and Boxes

IFC 2012 605.3.1: Doors to electrical control panel rooms shall be marked with a plainly visible sign stating "Electrical Room". Each service, feeder, or branch circuit to a switchboard or panelboard shall be legibly and durably marked to indicate its purpose.

Status: PASS

Notes:

Discontinue use of extension cords in lieu of permanent wiring.

IFC 2012 605.5: Temporary wire does not afford the durability, safety, and protection from shock or fire that is found in the construction of an enclosed electrical system.

Status: PASS

Notes:

Maintain at least 30 inches clearance in front of electrical panel.

IFC 2012 605.3: Access to electrical panels must be cleared to allow for general inspection and emergency shutdown.

Status: PASS

Notes:

Each outlet box shall have a cover faceplate or fixture canopy.

IFC 2012 605.6: Covers protect people from being shocked by exposed wires, prevent spread of electrical current, and heat and flame during short circuits.

Status: PASS

Notes:

Discontinue use of non-approved multi-plug adapters.

IFC 605.4: Multi-plug adapters invite the overuse of the circuit that can result in overheating and a fire.

Status: PASS

Notes:

Maintain wiring in good condition and protect from damage.

IFC 2012 605.1: Worn or broken wires and plugs present a fire hazard and risk of electrical short circuit that can result in a fire.

Status: PASS

Notes:

Additional Time Spent on Inspection:

Category Start Date / Time End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes Inspection Time: 60 minutes

Total Time: 60 minutes

Summary:

Overall Result: Passed

Inspector Notes: Knox Box shall be installed within 10 feet of the front entrance facing West Main. Access

keys for the restaurant and apartment shall in available.

Closing Notes:	
Should you require further information, please feel free to contact the Fire Prevention within a reasonable amount of time to answer your questions.	Division. A fire inspector will contact you
Inspector:	
Signature	Date
Representative Signature:	
Signature	Date

Bull & Barrel 30 W Main St Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Approve

Department Full Name Recommendation

Cain Smith

Alcohol License Review

Legal

Planning & Development	Justin Williams	Approve	Memo is attached. Must receive Certificate of Occupancy before issuance.
Fire Department	Carlos Nevarez	Approve	Make sure to close out Buidling Permit before issuance of OTC and Alcohol License
Police Department	Jared Akins	Approve	No reason for denial noted

Comments

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: $\frac{1-13-2020}{152020}$		
1.	Business Trade Name: The Southern Pony		
	D/B#A Name		
2.	Applicant's Name: Jethrey Wells		
	Name of partnership, llc, corporation, or individual		
3.	Business Physical Address: 721 S Main St #8		
	Statesboro, GA 30458		
4.	Business mailing address: Some as Above		
5.	Local business phone number: 912 - 225 · 3743		
	Corporate office phone number:		
6.	Name of Manager: Jettrey Wells		
	Person responsible for alcohol licensing issues		
	1116 1116		
7.	Phone number for manager: 217 - 649 - 2103		
8. 10	Email address for manager: 1 eff wells 1973 @ Value. Com.		
	li storide		
Ne	w 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 onpremises 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 PartnershipX LLC
Со	mplete 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: Jeffry wells Phone #: 217-649-2103
	Have you completed the financial affidavit attached to this application?
14	Left 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: 121 S- Main St #8
	Name & address of partnership, LLC, or LLP: 121 S- Main St #8 Statesbore, 94. 30458
	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?

17. Officers:	
Full Legal Name:	Phone #:
Home address:	
Percentage of stock owned:	Office held:
Full Legal Name:	Phone #:
Home address:	
	Office held:
Full Legal Name:	Phone #:
Home address:	
	Office held:
Attach additional pages if necessary	
18. Stockholders: (if different than officer names)	
Full Legal Name:	Phone #:
Home address:	
	Office held:
	Phone #:
	Phone #:
Home address:	

Attach additional pages if necessary 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:			
21.	Is the commercial space where the business is to be located rented or leased? Lexd			
	If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:			
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?			
	If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:			
	NIA			
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?			
	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.			
	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?			
	If yes, please provide details on a separate sheet of paper.			
	Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? \mathcal{MO}			
	If yes, please provide details on a separate sheet of paper.			
	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?			
	If yes, please provide details on a separate sheet of paper.			

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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?
	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? $N^{i}O$
	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? 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? 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?

sec 16-10-20 as provided above which I happlication for license to sell alcoholic be knowledge and I fully understand that an license issued by the City of Statesboro license information under oath in this affidavit w	nave read and understood, that everages and supporting docur by false information will cause cense. I also fully understand t	ments is true and correct to the best of my the denial or revocation of any alcohol that knowingly providing false
Print full name as signed below		
Signature of applicant	DWM Title	<u> </u>
Sworn and subscribed before me this	day of 3/15 My commissio	2020. 8/2023 on expires

Calculation of Basic License Fee
For Calendar Year: 1020

Classification:	Mark all that apply	License Fee
Package Sales		\$1750
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		\$2800
3. Caterer		\$200
Brewer, manufacturer of malt beverages only		\$1750
5. Broker		\$1750
6. Importer		\$1750
7. Manufacturer of Wine only		\$1750
8. Sunday Sales Permit		\$300
9. In Room Service Permit		\$150

Total Due: \$ 3300.



Proximity Waiver Application (Alcohol License)

Applicant Information	Applicant Jettrey Mells / Southern Pony Mailing Address 2546 Westover Dr.
	City Stratesboro State GA Zip 30458
	Telephone (217) 649-2103 Fax ()
Property	Property Owner Trank Parker
Ownership	Mailing Address 32 E Man St
	city Statesboro State GA zip 30458
	Telephone (912) 964 - 5623 Fax ()
Pusing	Location Address 721 S. Man St. #8
Business	Type of Business Restaurant
	Alcohol Class Requested Restaurant / Caterer / Sunday Sake

Checklist For Submission	 Narrative of alcohol waiver request (Please attach with this form). Proximity Survey provided by a registered surveyor in the state of GA (If not submitted in original application).
Application Fee	□ There is no Fee to Submit Waiver.
I/We understand an	d scree upon execution and submission of this weight. Must agree to shide by
all provision of the S to the processing of	d agree, upon execution and submission of this waiver, I/we agree to abide by Statesboro Zoning Ordinance, as well as the policies and procedures related licenses by the Department of Planning & Development. I/We attest that the d in this application is true and accurate to the best of my/our knowledge.
Signature of Applic	cant
Reviewed for Cour	ncil Submission

Zoning Authority______ Date___

To whom It May Concern.

Please approve our reguest for the Alcohol
Application for the Southern Pory. We would
like to Serve alcohol for Casual drinking
and to not be turned into a Bar Scene.

I an happy to answer any comstions that
you may have or attend any meeting needed
to get approval.

Shank you for your. Time!

JAWILL 217-649-2103



City of Statesboro

Department of Planning & Development Memorandum

50 East Main Street

P.O. Box 348

» (912) 764-0630

Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE:

January 16, 2020

TO:

Tax Department

SUBJECT:

ALCOHOLIC BEVERAGE APPLICATION (721 S Main St, Ste 8 - Southern Pony

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Jeffrey Wells for 721 S Main Street, Suite 8 (Tax Parcel # MS5200008 000)). The applicant is proposing the sale of retail liquor by the drink at this location. The proposed sale of alcohol is permitted at the location and the application may be approved based on council determination. Staff's recommendation is based on the following:

- 1) Zoning District: 721 S Main St East is located in the PUD/CR (Planned Unit Development/Commercial Retail) zoning district. Sale of beverages is permitted in this district.
- 2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(2) of the Statesboro Code of Ordinances, Class D alcoholic beverage licenses may be issued in the PUD/CR (Commercial Retail) zoning district.
- 3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the Statesboro Code of Ordinances. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6(d)1, Class D, E, and F 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. As of the date of this document, the attached survey shows encroachment of 60 feet of the Georgia Southern University property line. Conformity with proximity regulations may be waivered with council approval.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the Statesboro Zoning Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Justin L Williams City Planner I

Department of Planning and Development

Justin & Williams

The Southern Pony 721 S Main St #8 Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Justin Williams	Approve	See Memo. Waiver Submitted
Fire Department	Carlos Nevarez	Approve	
Police Department	Jared Akins	Approve	No obvious reason for denial
Legal	Cain Smith	Approve	

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: 12/23/19
1.	Business Trade Name: Patterson's Station 107 D/B/A Name
2.	Applicant's Name: Blue Water Seafond UC Name of partnership, llc, corporation, or individual
3.	Business Physical Address: 710 Torrependence Way
	Stratestaro, GA 30458
4.	Business mailing address: 210 Independence Way Statistico GA. 30458
	0704780000; CA. 6070.0
5.	Local business phone number: 917 - 759 - 9575
	Corporate office phone number: NIA
6.	Name of Manager: Thomas Scarborough
	Person responsible for alcohol licensing issues
7.	Phone number for manager: 912-663-9800
	Email address for manager: <u>AD LOCOCOO CMG L. COM</u> D. Purpose of application is:
	N
Ne	ew Business New Owner

	Previous owner's name:
	If the business name has changed, list previous name: Shuckin' Shack
	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 onpremises 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 \(\sqrt{\text{LLC}} \)
Cor	mplete <u>EITHER</u> numbers 13, 14, and 15 <u>OR</u> 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: Blue Water Seafood, UC
	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: Thomas Differen Southernand Phone #: 917-786-0944
	Full Legal Name:Phone #:
	Home Address:
16.	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. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights. Name of Corporation: Home Office address:
	Mailing address (if different):
	Date & Place of incorporation:
	Do you have a shareholders agreement?:
	If not, what documents establish the ownership rights of the shareholders?

17.	Officers:	
	Full Legal Name:	Phone #:
	Home address:	
	Percentage of stock owned:	Office held:
	Full Legal Name:	Phone #:
	Home address:	
		Office held:
	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:
Allison Judge
Allisan Judge Thomas Sadzmagh
21. Is the commercial space where the business is to be located rented or leased?
If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:
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, fit 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?
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?
25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? 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 chargest charging such individual with any of such offenses and for which no final disposition has occurred? O If yes, please provide details on a separate sheet of paper.

	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 a accident or any misdemeanor serious traffic offense?
	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?
	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? (\O) 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? \[\lambda \circ\circ\circ\circ\circ\circ\circ\cir
31.	Will live nude performances or adult entertainment be a part of this business operation? <u>NO</u> If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the

sec 16-10-20 as provided above which I have application for license to sell alcoholic bever knowledge and I fully understand that any falicense issued by the City of Statesboro license information under oath in this affidavit will states.	read and understood, the read and supporting documents information will causes. I also fully understand	cuments is true and con se the denial or revocat d that knowingly provic	uired in this rect to the best of my ion of any alcohol ling false
Thomas Patterson Scarborough Print full name as signed below			
Signature of applicant	Title	/2-202-/9 Date	
Sworn and subscribed before me this <u>20</u> Llusui Ulute Notary Public	day of De Co Jan. 3. My commiss		EXPIRES GEORGIA JAN 31, 2021 OCA PUBLIC OCA PUBLIC

Calculation of Basic License Fee

For Calendar Year: 7070

Classification:		Mark all that apply		License Fee
Package Sale	s	a 	Ş	\$1750
On Premise I A. Bar	icense Types	s		\$4300
B. Bar with	Kitchen			\$4300
C. Event Ve	nue			\$2500
D. Low Volu	ume	-		\$750
E. Pub				\$5600
F. Restaura	nt			\$2800
3. Caterer				\$200
Brewer, man beverages or	ufacturer of malt			\$1750
5. Broker				\$1750
6. Importer				\$1750
7. Manufacture	er of Wine only			\$1750
8. Sunday Sales	Permit			\$300
9. In Room Sen	vice Permit	Name of the second of the sec		\$150

Total Due: \$ 2,950



City of Statesboro Department of Planning & Development Memorandum

50 East Main Street

P.O. Box 348

» (912) 764-0630

Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE:

January 22, 2020

TO:

Tax Department

SUBJECT:

ALCOHOLIC BEVERAGE APPLICATION (26 Independence Way - Patterson's

Station)

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Thomas Scarborough for 26 Independence Way (Tax Parcel # MS88000026 005). The applicant is proposing the sale of retail beer by the drink at this location. The proposed sale of alcohol is permitted at the location and the application may be approved. Staff's recommendation is based on the following:

- 1) Zoning District: 26 Independence Way is located in the CR (Commercial Retail) zoning district. Sale of beverages is permitted in this district.
- 2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(2) of the Statesboro Code of Ordinances, Class D, E and F alcoholic beverage licenses may be issued in the CR (Commercial Retail) zoning district.
- 3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(d) of the Statesboro Code of Ordinances. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6(d)1, Class D, E, and F 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. As of the date of this document, the attached survey shows no encroachment of any prohibited location.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review.

The Department of Planning & Development encourages all applicants to access the Statesboro Zoning Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully, Justin 2 Williams

Justin L Williams City Planner I

Department of Planning and Development

Patterson's Station 67 26 Independence Way Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Justin Williams	Approve	See Memo
Fire Department	Carlos Nevarez	Approve	
Police Department	Jared Akins	Approve	No reasons for denial noted
Legal	Cain Smith	Approve	

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:AMC Statesboro 12
	D/B/A Name
2.	APPLICANT'S NAME: American Multi-Cinema, Inc.
	(Name of partnership, llc, corporation, or individual)
3.	BUSINESS LOCATION ADDRESS: 991 Lovett Road, Statesboro, GA 30458 STE#
4.	BUSINESS MAIL ADDRESS: 11500 Ash Street
	CITY: Leawood STATE: KS ZIP CODE: 66211
	CITY: Leawood STATE: KS ZIP CODE: 66211
5.	LOCAL BUSINESS TELEPHONE NUMBER: (912) 489-4322
	CORPORATE OFFICE TELEPHONE NUMBER: (913) 213-2000
6.	CONTACT NAME FOR BUSINESS: Bridget Holton-Deere
	TELEPHONE NUMBER FOR CONTACT PERSON: (913) 213-2461
_	NO CONTRACTOR AND A PART OF THE PART OF TH
1.	NAME OF MANAGER: Jordan D. Kass (Person responsible for Alcohol Licensing issues)
	TELEPHONE NUMBER FOR MANAGER (678) 200-2228
	TOTAL NONDER TOR MANAGER (078) 200-2228
	ADDRESS OF MANAGER: 218 S Mulberry Street
	(Street, Road, RFD No., P. O. Box No.)
	CITY: Statesboro COUNTY: Bulloch STATE: GA ZIP: 30458
8.	PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)
į	NEW MANAGERNEW BUSINESS:NEW OWNER:X
	PREVIOUS OWNER'S NAME:Eastwynn Theatres LLC d/b/a AMC Dine-In Statesboro 12
	BUSINESS NAME CHANGE: X PREVIOUS BUSINESS NAME: AMC Statesboro 12
	ADDRESS CHANGE: N/A PREVIOUS ADDRESS:
	LICENSE CLASS CHANGE: BEER N/A WINE LIQUOR OTHER

Revised 2//26/2015

Calculation of Basic License Fee

For Calendar Year: 2020

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

Total Due: \$_3,100.00

Revised 2//26/2015

FULL	LEGAL NAME: _			PHONE#	
НОМ	E ADDRESS:				
RACE	E:SEX:	_BIRTHDATE:	SOCIAL SECURIT	Y NO:	
HAS E	EACH MEMBER O	R PARTNER COMPLETED A	FINANCIAL AFFII	AVIT TO ATTACH TO	THIS APPLICATION?
		(ATTACH ADDIT	ΓΙΟΝΑL PAGES IF	NECESSARY)	
percentage Corporation	e of stock owned by	each. If a named stockholder e of the license, the identity of	therein is another co	poration, the same inform	s and address of all stockholders and the nation shall be given for the Stockholding should change, that information shall be should change.
regis	APPLICANT IS A Constration with the Gentify ownership righ	eorgia Secretary of State, as w	y of the articles of in ell as the bylaws, the	ncorporation, trade nam shareholders agreemen	e affidavit, current annual corporation, and other documents listed below the
NAN	ME OF CORPORAT	TION: American Multi-C	Cinema, Inc.		
					r Charter)
HON	ME OFFICE: Or	ne AMC Way, 11500 Ash S	treet, Leawood, KS	66211	
MAI	IL ADDRESS IF DI	FFERENT: Same address			
DAT	TE AND PLACE OF	FINCORPORATION:	, Missouri		
DO Y	YOU HAVE A SHA	RELHOLDERS AGREEMEN	r? No		
IF NO	OT, WHAT DOCUM	MENTS ESTABLISH THE OW			
	ecretary Certificate				
15. OFF	FICERS:		30.50		
FUL	L LEGAL NAME:	Adam Maximilian Aron		PHONE#	(4) 734-9633
			SOCIAL SECURI	TV NO.	
% S1	TOCK OWNED:			Chief Executive Office	er/President
FUL	 LL LEGAL NAME:	Kevin Michael Connor		PHONE#	
HON	ME ADDRESS:	14 2444 1945 W		-	
					nt/Secretary/General Counsel
			Appropriate Communication Comm		

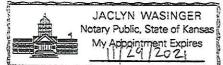
FULL LEGAL NAME:	John David McDonald			PHONE#	(918) 213-2000
HOME ADDRESS:					
CITY:		_STATE:		_ ZIP CODE:	
RACESEX	BIRTHDATE:	JOCIAL SECU	RITY NO:		
% STOCK OWNED:	0%	OFFICE HELD	:_ Executiv	e Vice Presid	lent
FULL LEGAL NAME:	y media dis			PHONE#_	30000
HOME ADDRESS:					
CITY:		_STATE:		_ ZIP CODE:	
RACE:SEX:	BIRTHDATE:	SOCIAL SECU	RITY NO:		
% STOCK OWNED:			OFFICE HEL	.D:	Au
		TIONAL PAGES	IF NECESSA	ARY)	
	Different from Officer Names) AMC Entertainment Hol	ldings Inc *			(013) 213 2000
	One AMC Way, 11500 Asl			PHONE#_	(913) 213-2000
					66211
					66211
	BIRTHDATE:				111
	100%				
		-			
					794 Hz 2000 7930 5

Revised 2//26/2015

^{*}AMC Entertainment Holdings, Inc. is a publicly traded corporation, whose stock is traded on the New York Stock Exchange

IAME:	PHONE#_	
PREVIOUS ADDRESS:	FROM	TO
PREVIOUS ADDRESS:	FROM	TO
PREVIOUS ADDRESS:	FROM	то
FULL NAME:	PHC	NE#
PREVIOUS ADDRESS:	FROM	TO
PREVIOUS ADDRESS:	FROM	TO
PREVIOUS ADDRESS:(ATTACH ADDITIO	FROM	TO
(ATTACH ADDITIO	ONAL PAGES IF NECESSARY)	
State name and address of owner of the property (Land Statesboro Mall, LLC	and Building) where the business will	be located.
P.O. Box 4227, Augusta, GA 30907		
Is the commercial space where the business is to be local		
		provide a copy of the lease with the
Statesboro Mall, LLC P.O. Box 4227, Augusta, GA 30907		d provide a copy of the lease with the
Statesboro Mall, LLC	ed business as a silent, undisclosed par business with any persons, firm, comp	tner or joint venture; or has anyone any, corporation, or other entity.
P.O. Box 4227, Augusta, GA 30907 Does any person or firm have any interest in the propose agreed to split the profits or receipts from the proposed Answer: YESNO _X If yes, give name	ed business as a silent, undisclosed par business with any persons, firm, comp ne of person or firm and address and an	tner or joint venture; or has anyone any, corporation, or other entity.
P.O. Box 4227, Augusta, GA 30907 Does any person or firm have any interest in the propose agreed to split the profits or receipts from the proposed Answer: YESNOX If yes, give name receipts to be split. Is there anyone connected with this business that is not a Answer: YES NOX If yes, give full	ed business as a silent, undisclosed par business with any persons, firm, comp ne of person or firm and address and an legal resident of the United States and details on separate sheet.	tner or joint venture; or has anyone any, corporation, or other entity. nount of percentage of profits or at least twenty-one (21) years of ag
Statesboro Mall, LLC P.O. Box 4227, Augusta, GA 30907 Does any person or firm have any interest in the propose agreed to split the profits or receipts from the proposed Answer: YESNOX If yes, give name receipts to be split. Is there anyone connected with this business that is not a Answer: YESNOX If yes, give full If anyone connected with this business is not a U.S. Citiz	ed business as a silent, undisclosed par business with any persons, firm, compare of person or firm and address and an legal resident of the United States and details on separate sheet.	tner or joint venture; or has anyone any, corporation, or other entity. nount of percentage of profits or at least twenty-one (21) years of ag
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25.	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 X NO If yes, give full details on separate sheet Please see attached Exhibit "A"
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: YESNO _X If yes, give full details on separate sheet, including dates, charges and disposition.
25.	Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?
	Answer: YESNO X If yes, give full details on separate sheet, including dates, charges and disposition.
26.	Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?
	Answer: YES X NO If yes, give full details on separate sheet. Please see attached Exhibit "B"
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: YESNO X If yes, give full details on separate sheet.
28.	Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.
	Answer: YESNO X If yes, give full details on separate sheet.
29.	Will live nude performances or adult entertainment be a part of this business' operations?
	Answer: YESNO_X If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.
I, I	Kevin M. Connor
revoca	I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and riting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or ation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under a this affidavit will subject me to criminal prosecution and possible imprisonment.
Κŧ	evin Michael Connor
3334170	Full Name As Signed Below
\sim	Senior Vice President/Secretary/General Counsel [1] 19
Signat	ture of Applicant Title Date
	DAY OF NOVEMBER 20 19 DAY OF NOVEMBER 20 19 NOTARY PUBLIC (SEAL) My Commission Expires: 11 29 2021

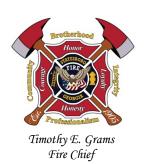


AMC Statesboro 12 991 Lovett Rd Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Owen Dundee	Approve	Proximity requirement not applicable as this location sold alcohol within the previous 12 month period prior to this application. 12/9/19
Fire Department	Carlos Nevarez	Approve	
Police Department	Jared Akins	Approve	No reasons for denial noted
Legal	Cain Smith	Approve	



Statesboro Fire Department

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



City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 1-23-2020

RE: Submission of Application for the 2020 Georgia Firefighter Standards and Training Council

(GFSTC) Fireworks Tax Grant.

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for the GFSTC Fireworks Tax Grant for funding the purchase of a Digital Fire Extinguisher Simulator.

Background: The Georgia Firefighter Standards and Training Council (GFSTC) Fireworks Tax Grant is intended to aid Georgia fire departments, fire service associations and/or other fire service organizations within the State with maintaining and/or improving community's Insurance Services Organization's (ISO) Public Protection Classification (PPC). The Statesboro Fire Department intends to submit an application seeking funding that would allow the purchase of a Digital Fire Extinguisher Simulator to be used as part of the Department's Public Fire and Life Safety Education Program. This piece of educational equipment will greatly enhance the Fire Department's ability to teach citizens of all ages the proper and safe utilization of fire extinguishers. Additionally, this new system will save money by removing the costs of propane and live fire extinguishers currently required to teach this subject. The clean system also allows for indoor training, thus negating weather related interference. The estimated cost for the simulator is \$13,000.00.

Budget Impact: The relevant stipulations of this grant would be up to 10% cost share to be paid by the City. This would equate to approximately \$1,300.00 if the Fire Department were awarded the total amount of funding requested. Fire Department Staff believe that this cost can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

Council Person and District: All

Attachments: Resolution 2020-03 Requesting Approval to Apply for the 2020 Georgia Firefighter Standards and Training Council Fireworks Tax Grant.

24 West Grady Street | Statesboro, GA 30458 Phone: (912) 764-3473 | Fax: (912) 681-7205

RESOLUTION 2020-03: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR THE GEORGIA FIREFIGHTER STANDARDS AND TRAINING COUNCIL FIREWORKS TAX GRANT FOR THE CITY OF STATESBORO, GEORGIA

THAT WHEREAS, the Georgia Firefighter Standards and Training Council announce the availability of the Fireworks Tax Grant, which may be utilized to aid fire departments with needs associated with maintaining or improving a community's Insurance Services Organization (ISO) Public Protection Classification (PPC); and

WHEREAS, the Georgia Firefighter Standards and Training Council could award the City of Statesboro up to \$13,000.00 with a ten percent (10%) cost share.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 4th day of February, 2020 hereby authorizes the application for the 2020 Georgia Firefighter Standards and Training Council Fireworks Tax Grant.

BE IT FURTHER RESOLVED that the funding will be through the City of Statesboro Fire Department budget for expenditures from this 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 4th day of February, 2020.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCILPhillip 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: Robin Demshar Records Manager / Austin Hinkley Records Intern

Date: January 28, 2020

RE: February 4, 2020 City Council Agenda Items

Policy Issue: OCGA 50-18-90, et. seq., known as the "Georgia Records Act" requires that all public records be retained for a specified period set out in an adopted records retention schedule, with such records only being destroyed if the holding period has been met as adopted by Council on April 18, 1995.

Recommendation: Consideration of a motion to approve Resolution 2020-04: A Resolution authorizing the destruction of certain Municipal Records

Background: N/A

Budget Impact: None

Council Person and District: All

Attachments: Proposed Resolution 2020-04

RESOLUTION #2020-04: A RESOLUTION AUTHORIZING THE DESTRUCTION OF CERTAIN MUNICIPAL RECORDS

THAT WHEREAS, OCGA 50-18-90, et. seq., known as the "Georgia Records Act" requires that all public records be retained for a specified period set out in an adopted records retention schedule, with such records only being destroyed if the holding period has been met; and

WHEREAS, the City Clerk is the city official in charge of maintaining said records, and recommending their destruction when the required holding period has been met; and

WHEREAS, the City Clerk has certified public records noted in the attachments to this resolution have been retained and available for the required retention period, and are no longer needed by the City, and therefore has recommended that they be destroyed;

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

Section 1. That the public records listed on the attachments to the Resolution, which said attachments are hereby incorporated into this Resolution as if fully set forth in the Resolution, are hereby authorized for destruction and are required to be destroyed by the City Clerk in a manner consistent with state law.

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

Adopted this 4th day of February, 2020.

CITY OF STATESBORO, GEORGIA

Jonathan McCollar, Mayor
Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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

Shari Barr, District 5



50 East Main Street • P.O. Box 348

STATESBORO, GEORGIA 30459-0348

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

Records Destruction Certification Form

The documents listed have met their retention schedule and are cleared to be destroyed, in keeping with law set by the State of Georgia. As the current Director/Supervisor of the Control Schroles department I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

Department Director

City Clerk Signature

Date: 12-30-19

Purchasing Boxes to be Destroyed:

Box 83:

Various bids 2003-2005: Bids-formal bid Procedures, Bids-city Hall-Air Handling Unit, Bids-Arts Council-Renovation-Arts Center, Bids-Finance Audit Contracts, Bids-Banking-2005, Bank-RFP 2005, Bids-Banking-Drafts RFP's, Bids Bob White CT/Timber Road Paving/Drainage Bonds, Bids-Budget & CIP Book FY 2003, Bids-Certificate of Deposits, Bids-City Hall- Carpet Contract, Bids-Certificate of Deposit, Bids-Condemned Surplus Property, Bids-Computer Analysis, Bids-Dell Computers, Bids-City Copiers-Police & City Hall, Bid-5 Copiers, Bid-Copiers Added on, Bids-Employee Benefit Package-deferred Comp. Plan & Investment, Bids-Health Insurance, Bids-City Hall Painting Exterior, Bids City Solicitor, Bids-Wireless Communication, Bids-Eng. Aikens Street Improvements, Bids-Backup Generator, Bids-Beasley RD, Cawana RD-Westfield Subdivision Sandy Way Design Sewer Service, Eng-Brannen St. Connector Traffic Signal, Bids-Chandler Rd/Lanier Dr. Interaction Improvements, Bids-Eng-Drainage-Grandy Johnson Rd, Bids-Eng-Drainage-Improvements & Culvert Repair, Bids-Proctor St/Elm St. Van Buren St. / Aikens St., Bids-Traffic Signal-Lanier, Bids-Eng. & Wastewater ½ ton extended Cab Pickup, Bids Traffic Signal-Lanier, Bids-Eng-Large Plan Plotter, Bids-Eng-Enhanceement of Lanier Park/Lights, Nids-Bid-Loretha/North St. Engineering, Bids-Eng-Parking Low- E. Main & Oak, Bids-Eng-Paving-Realignment savannah Ave/Hwy 80 & Police Site Improvement on W. Grady, Bids-Eng-Pickup truck, Bids-Eng-Popular AVE Roadway Improvement, Bids-Eng-Proctor St. Blitch St to Statesboro Pointe, Blitch St.- Statesboro Pointe Subdivision, Eng-Resurfacing 8 City Streets, Bids-Eng-Vehicle Bids, Bids-Eng-Contractor For Concrete Portion of W. Main & S. College, Bid-Engineering Improvements at W. Main, Chandler Rd. – Success Ct. & Wastewater Treatment plant, Bid-fire-Cargo Van, Bid-Fire-Cargo Van, Bid-Fire-Equipment Trailer, Bid-Fire-Large Diameter Hose, Bid-Fire-Metal Building, Bid-Fire-Portable radios, Bid-Fire-Pumper Truck Apparatus, and Bid-fire-self Container Breathing Apparatus.

Box 87:

Bids & RFPS: DTSTSC Phi bid, Worker Compensation Procedure Manual, HVAC/Arts CTR, WWTP / Mail CTR-Contract, Carrie Noword, Charles Forney P.D. Accident, P.D. Accident – Hartwell – Anderson, Bid for F.D. Uniforms, City Council Meeting Agenda, Recommendation for WW Forklift, Price for building addition from nemico from GMA – Vehicle Changes, Acc. Gen, Police Office Accident – Mcmillan, Bowen/Kelly Accident GIRMA, Austin Ellerbee Police Accident, Roger Davis Accident, Lt. Hutchens Accident, SGT Forney Accident, Ocean Systems Proposal, Bid for Large Sensus Water Meters, Bid gas/diesel/lubricant, Cellphone Rebid, Catalog from seton, Bokklet from LGRMS – Training Alert, Booklet from LGRMS-safety, Resources for grant seekers, Short term agreement between owner & Engineer 2009, Bookleton "How to develop & Write a Grant Proposal, Pamplets on Expert Laser Services Inc, and advertisement bids. (other accidents included)

Box 199:

Bids/Competitive Selection 2007: Core Management Resources Group: Health Insurance Proposals, Proposal for Self-Funding Medical, dental and Prescription benefits: W.H. Shepherd Companies & Smoot Financial Group Inc, CBCA Health Insurance coverage, Wachovia Insurance Services Health Insurance Proposal, and Glenn-Davis & Associates & Taylor Benefit Resource: Benefit Administration.

Box 207:

Bids/Competitive Selections 2007: Model RL-3 Rear Mount Loader, Birds Pond Utility Easement Restoration, Refuse Truck, Trailers Waste Water, Personal Computer Eng Dept, Waste Collection, Environmental Services, Surplus & Auction: Inventory Public Works Dept, Removal Of Fixed Assets: Department Inventory, COMDOC Business Systems: Contracts & Supplies, Deductible Invoices: GA

Interlocal Risk Management Agency, Procurement Invoices for RFOs & Credit Cards, Inventory, Fix Assets Finance Surplus Material Sales, Gas Main Installation Gas Department Bid, Loretha Street Sewer Replacement Project, WWT Generator Spect Cummings & Catpillar, Mobil Column Lifts: Public Works, West Main Street Culoert Replacement, Deferred Compensation Investments, Resurfacing Street Public Works, Purchasing Forms: Original Bid Forms, Special Requests Procurement Dept, Miscellaneous Material, Epson Stylus 890: Printer, CDWG, and Fire Dept, External Hard Drive: Finance Dept, External Hard Drive: 250GB Finance Dept, Refuge Truck: Front Loading Compaction: Public Works, Office-Max Office Supplies: Receipts & Invoices, Quill Corporation: Purchasing Dept Invoices, Noel Wheeler GPAG, Truck Bid Public Works, Credit Card Purchases Requisition Encumbrancing, Qualifies Vendors: Products & Commodities: Finance Dept, Purchasing Encumberance Processess, Supplies Quill Corp, Requisitions For Finance Dept, Alltel Manufacturing Cell Phone Activation, Jeckle Island GPAG Meeting, Miscellaneous Bids, Modem Dell, Accidents, CDW-G Government: Technology & Electronic Supplies, Southern Davis Company, Auction & Surplus Materials: Public Works Department, NIGP Workshop CPPB, Blanket order Contract: FFP Agreement, NIGP Products: Vendors at GPAC Seminar ATL GA, Press Express Compant: Supplies and Invoices, Comp-USA Company, Augusta GA, Unloader Trailer: Standard Aluminum, Miscellaneous, GMA Gallegar: Miscellaneous Reports, Bulloch County: GA Motor Vehicles, GMA: Municipal Association, Purchasing Procedures, Southern Davis: Clerks & Finance Inventory, and **Priority Reading Memos & Other Documents**

Box 208:

Bids/Competitive Selection 1996-2007: Employee Benefit Services Inc.: Employee Benefit and Administrative Services, Chronic Disease Management, BI Inc: Electronic Monitoring Program, Standard Life and Accident Insurance, Employee Benefit Services Inc.: Flexible Spending Account Benefit Plan Services, Health Care Management Inc. Bid, Central Street Sewer Repairs, Fixed Assets, Complete Inventory Movement Form, Blount, Burke, Wimberly & Hendricks Insurors: Health Insurance Benefits Package, End of Year Inventory Audit, Inventory Incomplete, Fixed/Controlled Assets, Surplus Police Vehicles, Vehicle Registrations, Commercial Pick Up: Waste Supply & Disposal Agreement; Hussey, Gay, Bell & Deyoung Inc.: Beasley Road Area Sanitary Sewer System & Water Main, Solid Waste Management Services: Golder Associates, C & D Landfill Feasibility Assessment: EMC Engineering Services, Comprehensive Plan Statesboro Ga: Peter J. Smith & Company, Statesboro Comprehensive Planning Services: BRPH, City of Statesboro Comprehensive Plan Preparation: Wantman Group Inc, City of Statesboro Comprehensive Plan Proposal: Nelsnick Enterprises Inc., Hall Consulting Inc., and Williams & Associates Land Planners PC, Comprehensive Plan City of Statesboro: POND, Comprehensive Plan Statesboro Georgia: GCA CHA & Earth Tech, Comprehensive Plan Statesboro: Planning Works, Williams Street Area Sewer Repairs: HGBD, Proposal for Construction: American Infrastructure Technologies Corporation, Williams Street Sewer Repairs, Traffic Signal US 80 at Savannah Ave: Eng Dept Installation, Southern Disposal Services Inc: Waste Collection Bid, Westside Interceptor: Sewer, Office Furniture: National Business Furniture, Police Uniform Bid: Command Uniforms, Various Police Uniform Bid, One Ton Truck: Sanitation Dept, Williams Street Sewer Bids, and Proposal for Construction: Y-Delta Inc.,

Box 231:

Vehicles and Heavy Equipment Bid 2012: Outside Rail Hoist, Tire Processing, Police Cars, Bid of Parks Division Cab and Chassis, Bid Tabulation of Water and Sewer, Wheel Loader, Generator, Heated Asphalt Reclaimer Trailer, Mini Exav, 85 KW Emergency Generator, Pw-Pu bid, Cab & Chassis Service Body, 2013 vehicle bid, Fuel and lubricants bid, 2 NG Cab & Chassis service Body, Parks Division Cab and Chassis with Service body, Metter ford, Roberts Truck Centers, CNG Refuse Truck, and STP Generator Replacement.

Box 237: Bids: The McCart Group Property and Casualty Insurance Brokerage Services, Delinquent Tax Collection, BBWH Insurors Property and Casualty Insurance Brokerage Services, Glenn/Davis Life Insurance Brokerage Services, RFP Banking Services Evaluation, Sea Island Bank Technical Proposal, RFQ Property Casual Insurance Brokerage Services, Lee, Hill & Johnson Insurors Property and Casualty Insurance Brokerage Services, UTICA National Insurance Group, Willis Insurance Services of Georgia Property and Casualty Insurance Brokerage Services, Fire & Rescue Municipal and Volunteer Emergency Services Program pooling Arrangement, Borough of Roselle, Shaw Hankins RFQ Life insurance brokerage Services, United Healthcare, KCDC Health Insurance, Lee, Hill & Johnston Insurors, HR Block Purchasing, Risk Management, Emergency Generator Installation, Woodmen of The World Life Insurance Company, Cannington Agency of Liberty National Life Insurance Company, Zoll Medical Corporation, 2014-2021 Banking Services RFPs, Digital Office Equipment, Sea Island Bank, Shaw Hankins, Glenn/Davis & Associates, Life Insurances Brokerage Services, and The Cannington Agency of Liberty National Life.

Box 248:

Bids/Competitive Selection, Purchase Orders, & Miscellaneous 2000-2006: ALFAX Wholesale; Book Case: Administration Dept, Property & Liability Insurances: Property Schedule Inventory, Copier Contract: A.B.R. Cancellation, Microsoft Software: Standard Contract, Mobile Printer: Finance Dept, Traffic Lights: Bermuda Run, Solid Waste Systems: Hydense Environmental, W, Main St & S.college St South East Corner: Drainage & Parking Lot Improvement Eng Dept, Gasoline & Diesel Bid: Lubricant Public Works, Ricoh Toner Crt; CDW: Clerks & Municipal Court, Low Profile Scale: Re Bid for Tracks at Transfer Station, Interceptor Sewer: Thompson Subdivision West Main St. WWT Dept, Roadway & Parking Lots Eng Improvement Success Court: Chandler Rd, Linear Park Lighting Seal Bids: Eng Dept, Linear Park Landscaping & Irrigation: Eng Dept, Tractor Mower Bid: For use at the landfill Public Works Dept, Laptop D510: Dell Latitude WWTP, Performance Bond Insurnace AM best Rating: Engineering Dept, Resurfacing Streets: RFP for PBL & Eng, Final Notices receipts: Southern Davis, Open Top Trailers: Public Works Dept Transfer Station, One Ton Truck: Public Works & Park Dept., Banking Proposals; Services: Financial Institutions, Heavy Duty Truck Gas Dept Bid, Compact Back-Hoe Loader: Gas Dept, Bucket Truck (35'): Public Works Streets Dept, Wireless Communication Reverse Auction Bid, Steel Office Byilding: Public Works Bulloch County Transfer Station, Unloader Trailer: Public Works Dept, Large Diameter Tapping Machine. Waste Water Dept Bid, Knockleboom Trash Truck: Public Works Dept, Three Quarter (3/4) Ton Truck: Waste Water Dept, Replacement Generator: Fire Dept, North St. & Loretha St,: Drainage and Roadway Improvement, Garbage Truck Sale: Front Load 1999 Volvo Public Works Dept, Life Station Generator: WWTP Dept, Moss Creek Subdivision: Water Sewer Main Installation, ½ Ton Pick-up Truck Waste Water Dept, Three (3) Axle Trailer: Fire Rescue Support Unit Fire Dept, Transfer Steel Building: Public Works Bulloch County Transfer Station, Hanging Parking Notices: Southern Davis Corp Finance Dept, Myrtle Crossing Subdivision: mandatory Pre-bid, Linear Park Const: Planning & Eng Dept, W. Grady St. Bid: Water & Sewer Upgrade, Water Sewer Main: Installation Gateway Industrial Park, Record Management Software System: Police Dept, Gateway Industrial Park water and Sanitary Sewer Improvements: (Southern Champion Construction Inc., Shockley Plumbing Inc., Earth-Scapes Inc., Garney Companies Inc., Anson Construction Company Inc., Y-Delta Inc., Tyson Utilities Construction Inc., and Benton-Georgia Inc.), Bond bid, Bass Signal Corp: Traffic Signal Installation and Overhead Signs, Statesboro Bulloch County: Streets, Parks, and Shop, Sea Island Bank Accounts Payable, Kawasaki of Statesboro: Multipurpose Vehicle, Blount & Sons Concrete Finishing Services Inc.: Statesboro Linear Park Construction, Triangle Construction: Brannen Street Connector, O.C. Welch Ford Lincoln Mercury Inc.: 2004 Ford F-450 SD Stock, HPS Paradigm, Bulloch Count Board of Commissioners, Hussey, Gay, Bell & Deyoung Inc., WWTP Drainage/Pveing, Hussey, Gay, Bell & Deyoung Inc.: Plans/Specs Chandler Rd, Hussey, Gay, Bell & Deyoung Inc.: Gateway Ind Park Phase, Hussey, Gay, Bell & Deyoung Inc.: Fountain/Landscape/drainage, Stubbs Oil: Gas for Fleet & Animal Control Gas, St. Oil Company: Fuel for

July, Lamar Reddick & Associates: Topographic Survey at Intersection of College an West Main Streets, Statesboro/Bulloch County Landfill: Remove Stumps and Roots in Eastside Cemetery, Thyssenkrupp Elevator: Replaced Circuit Boards Damaged Due to Lightning, Paul Akins Company Inc.: Renovation of David H. Averitt Art Center, Tucker Landscaping Excav.: Clay City Cemetery, Durden Rental Service: Exmark Turf Ranger, Georgia Power: Well #4-west main, Georgia Power: Well #8-Old Register Road, Williams Brothers Trucking Inc.: Sludge Material, Excelsior EMC: AG B Lift, Fort Bend Services: FBS 5804, Golder Associates: Gas Sampling, Wetlands Reporting, and General Engineering, Statesboro Hearld, Arts Council: Hotel/Motel, Georgia Midland Railroad Inc.: Repairs to Railroad Track, Blount & Sons Concrete Finishing Services Inc.: Statesboro Linear Park Construction, Office Max: Chair, Quill Corp, Southern Davis: Returned Checks, Quill Corp: Supplies, Fax Repair: ComDoc, Fax Bid: ComDoc, K-Mart: Medication, Dell, Office Max, Statesboro Janitorial, Munroe Systems, Thomas Registry, Epson, Billing Receipt, and Miscellaneous: Blanket Order System, Newspaper Advertisement, Billing Information, Purchase & Removal-PD, Seal Proposals/Bids, Priority Memorandum, Blanket Order System.

Box 284:

Bids/Competitive Selection 2005-2006: Pipe, Valve & Trace Wire Materials/Natural Gas Dept, Belnic Executive Chair City Manager, Volvo Garbage Truck 1999 Public Works, Auditors Contract Bids 5/27/05 Finance Department Proposals, Traffic Signals Upgrade Engineering Dept, 4 Wheel Drive Standard Utility Tractor: Tractor With 6ft Rotary Cutter Mower, E.R.T. Rifles Bid: Police Dept Sole Source, Heavy Duty Truck Waste Water Department, Open-Top Unloader Trailer Tandem Horizontal: Solid Waste Aluminum Trailers, Performance Bonds: City of Statesboro Contract, Knuckle Boom Loader: Heavy Duty Truck Public Works, Water & Sewer Line: Main Installation In The Grove Subdivision, Automatic Pump: Self Priming Water Works Department, 2 Extended Cab Truck: WWTP, Grady St. Demolition: Pre-Bid Meeting, 1-Extend Cab Truck: WWW Dept, White Goods(Metals): Public Work Landfill Dept, Quill Calendars:06-07 Refills Planners and desk pads, Sludge Dump Trailer: Wastewater Dept, Portable Printer: 2/13/06 Cannon: Fire Dept Global Electronic Corp, AMT/Equity:EZ-Bid Electronic Procurement Management, Auction RV: Model WKM40RQ 1989 Oshkosh Winnebago, Air-Compressor: 185 CFM Water Sewer Dept, Pipe, Wire & Valves: Gas Dept, Dumpsters Repair: Sanitation Dept PBL Works Div, Gateway, ESRI Software: Mapping ARC View Eng Dept, Mobile Shelving: Police Headquarter, Receipt Printer: Court: Ithaca Series, Sidewalk & Drainage: Improvement W. Gentilly Road: Eng Dept, Big Books & Refill: Light Impressions: Clerk, Roadway & Site: Improvement Engineering Dept, GPAG Conference: GA Center Hotel: N.M. Wheeler, Interior Painting: 2nd & 3rd Floor Engineering Department, Standard Cab Pick Up: 2007 Truck ½ Ton W/s Dept, Munroe Calculator: Clerk's Dept Replacement, Fujitsu Scanner: Finance Department, News-letter Bid: Public Relations Dept, Alltel Communication: Wireless & Paging Systems, Heaters Replacement: In Aparatus Bays Fire Dept on Grady St, Mailing System: Finance Dept Pitney Bowes Stamps, ATD-American Furniture: Finance Dept, Consulting Firms: wireless & Digital Communication: Admin Dept, Power Rescue Tool: Fire Dept, Storage Boxes: Clerks Dept, HP Printers LJ & DJ: CDW-G Police Dept, Office Furniture Gas Dept & Office-Max Corsa Bush Manufacturing, Optiplex 745: Dell PC Police Dept, Drainage Improvement: At Little Lotts Creek at S. Main & Fair Rd: Eng Dept, Certificate of Liability Insurance, Switch: 8-Port: Linksys CDWg: Landfill, HP-Deskjet: Clerks Dept Printer, Paving Project: Tilman Road, Drainage & Roadway: Improvement Tillman Rd: Eng Dept, Pavement Markings: raised Pavement Marking, Laser Printer: Clerks, Street Realignment: Site Improvement Grady St, Half Ton Truck: Standard Cab: St. Dept, God Deals. Com: Public Works Sale, Police Package: Cars for Police Dept, Roadway Improvement: Eng Dept, Letters & Envelopes: Clerks, Rackmount E-Bay, Resurfacing 13 Streets: Eng Dept, Book Shelves: National Business Furniture, Adobe TLPG: Acrobat Software Spectrum Eng, Interior Painting 1st & 2nd Floor: Engineering Dept, Verizon State GA Contract: Cell Phone & Paging System, Letter Decolating: Stuffing and Systems: Clerks Dept, Destroyit Shredder: Clerks Dept, OEM Hard Drives Tiger/Global Gov: IT, GX745 Optiplex Dell PC: Police Dept, Sedan 2006:

Finance Dept, Directional Drilling Unit & Trailer: Natural Gas Dept, High Speed Modem Internal PCI Clerks Dept, Housing Demolition: Planning Department, and Global Gov't & Education Solutions.

Box 296:

Purchasing 1994-2012: Natural Gas Relocation Bid, Peek Pavement Marking Project bid, Thompson Pavement Marking Inc. bid, EMC Reclaimed Water System expansion, Ellis Wood Contracting Inc. Robinhood Trail Roadway Improvements, Mitel Contract, South Main Sidewalk Installation Bids, Purchasing Manuals, Police Department accident reports and Vehicle inventory report, Officer McKeithen Unit 5 Accident Report, Recent Accident Reports (2008), E-5 Accident Report, Reckleff/C.O.S. Accident Report, Safety and Liability Grant Management, Gravely #224 (Accident Report), Liability National Accounts Closing Notice, E-2 Accident Reports, Proposal for Engineering Services Upgrade and Design of a Reclaimed Water System, RFP Engineering Services Reclaimed Water System, Monthly Receipts, Reconciliation Statement Tammy Rushing, Vendors Lists: 2007, Surplus Lists: 2007, Blakewood E-5 Accident, Massey #227 Accident W/Gate Arm, 2011 PD Ush, 2005 Auction, Natural Gas Chassis & Body Bid, Tourism Product Development Grants, Norris Consulting Group Grant Deadlines, Hussey, Gay, Bell & Deyoung Upgrade of Reclaimed Water System Bid, AS400 Info: 2007, Traffice Sig Bids 2012, Synovus Annual Report 2010, Maxwell Reddick and Associates Reclaimed Water System Bid, Accident Unit 34 NSDE @ Mall, Accident Rackcleff/P.W., 2008-2012 FD Exm. Rrps, Police Report Accident Report, Accident/Conner 2011 P.D., Accident/Dalton 2011 P.D., Accident Buchillion 2011 Fire Dept, Safety; Drives Ed Attendance 2011, WWTP/Filer Bid, City Auction Documents 2003, Auction Documents 2002, Vehicles Declared as Surplus 2000, Surplus Equipment/ City Auction 1999, Surplus Vehicle Auction 2001, City Vehicle Auction 1997, City of Statesboro Receiving Report, City Hall Renovation & Glass Project 2010, Blount, Burke, Wimberly, & Hendricks Insurors Proposal, The Art and Science of Grant Writing Pamphlet, Alternative Vehicle Fuel Proposal, 2004 Vehicle Auction, and City Auction 1998.

Box 311:

Purchasing 1994-2011: Georgia Southern University City Campus, Natural Gas Truck Bid 2008, Municipal Wireless RFP, City of Statesboro Insurance Proposal: Mike Herndon Agent, Digital Wireless & Network & Computing Professional Bid, Wind Channel Wireless Integration Proposal, Engineering Truck Bid, Firetruck St. Johns Company Contract, EBMG-Vehicle Bid, Hulsey Rt. Appraisal Contract, Church St. Bid Improvement Bid, Request to Terminate UBJ Contract, Waterline Performance Bond, Bond Project EVS Services RFP, Police Department Vehicle Bid, CINTAS Public Works Uniform Bids, Robin Hood Trail Bids, WWTPU Bids, Dehumidifier Bid, Proposal for Profession Services: Mizelle, Hodges & Associates Inc., Wimax Wireless Rebid, Fire Department Repairs, Savannah Ave. Extension 7 Rucker Lane Concrete Construction bids, West Grady Asphalt Patching Bids, and Vehicle Claims.

Box 533:

Records Documenting Payment for Services Rendered And/or Item Purchased: Engineering, Water/Sewer, Miscellaneous, and fire.

Box XXX 1994-2011:

Purchasing: Public Works Construction Projects, Maximum appraisal Reports June 2007, Mobile Fire Simulator, Purchasing Pamphlet, BB&T Banking Proposal, GIRMA GMA, GIRMA Property Appraisals, Locker Solutions. Storage Solutions & Workplace Solutions, Purchasing Policy 2004, Prop Assets, Uniform Charts of Accounts, GIRMA Auto, Crime, Liability & Property Coverage Proposal, Blount, Burke, Wimberly & Hendricks Insurors: property, Inland Marine, Crime, Auto, and General Liability.

Box XXX2: Purchasing, Bids, and Accident Reports 2011: HBDG Fire Station Renovation Bid, Statesboro Downtown Master Plan, McCall & Associates Incorporated Fire Station Renovation, Johnson, Laschober & Associates Fire Station Bid, Department of Administrative Services, POPE/Partners Architects Fire Department Architectural Services, GMEBS Retirement Fund, National Business Furniture, Martin Rule & Associates Fire Station Renovations, Palmer Architects Fire Station Renovation, MACTEC Statesboro Downton Master & Urban, Tunnell-Spangler-Walsh & Associates Statesboro Downton Master & Urban Redevelopment Plan, City of Statesboro Purchasing Policy, GIRMA Safety Grant, HK Engineering Proposal for Engineering Services Upgrade and Design of a Reclaimed Water System, South Main Street Sidewalk Installation Project Invitation to Bid, RFP for Expansion of Reclaimed Water System, Civil Engineering Consultants RFP for Expansion Reclaimed Water System, Solid Waste Contract RFP, AT-A-Glance, Dobbs Ram & Company Arbitrage Rebate Proposal, VFIS Insurance Coverages, Municipal Wireless Network Proposal, Public Works Transportation bids, PHS Mobile Health Solutions Medical Examinations for Fire Personnel, Landfill Tractor Bid, Street Division Cab and Chassis Service Body bids, and South Main Sewer Installation Bid.

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



50 East Main Street • P.O. Box 348

STATESBORO, GEORGIA 30459-0348

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

Records Destruction Certification Form

The documents listed have met their retention schedule and are cleared to be destroyed, in keening with law set by the State of Georgia. As the current Director/Supervisor of the Ton, License Records department I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

City Clerk Signature: Signature: Date: 1-6-10

Tax Boxes to be Destroyed:

Box2: Tax Digest 2003-2004

Box 6: Receipt Tape 7/1/2011-12/30/2013

Box 8: Public Event Apps 2014, Rejected Business Applications 2014, Temporary Vendors 2014, Special Events Permits 2014, On Premise Consumption, Wholesale Alcohol January-December 2014, and Retail Excise Alcohol Report 1st, 2nd, 3rd, and 4th Quarter.

Box 15: Tax Daily Workstations 1/1/2013-06/30/2013

Box 17: Alcohol Reports 2010: CC's Place 6126, Chops Statesboro LLC 6129, Chops 119 6079, The Crows Nest 1414097, Jerry's Minit Mart 6012, KBOB Kelly's 6067, Lily's Café 6124, Mangiamo 6110, Mill Creek #4 6104, Moe's Southwest Grill 6040, Nonna's 6109, Sonny's Real Pit Bar-B-Q 6075, Wholesale Alcohol Jan-Dec 2010; 1st, 2nd, 3rd, and 4th Quarter Retail Excise Tax Report, Hotel/Motel Tax Jan-Dec 2010, and Hotel/Motel Tax Jan-Dec 2009.

Box 18: Inactive Alcohol Licenses 2008: American Legion, Archibald's, Baja Burrito, The Bank, Big Fellas Pizzeria, Blind Willies, Bubba Leone's, Cavalier, Champ's Southern Grille, Coffee & Tobacco Outlet, Corner Pocket Billiards, Corner Convenience Store, Court-Yard Café, Farfalle's, Flash Foods #12, Food Lion, Fowl Territory, Karan Food Mart, La Finca Mexican Restaurant, The Last Don's, Leigh Ann's Café, Main Street Billiards, Nick's Goodfella's, Old Register Wings, Pk's, Pizza Inn's, Pond House, The Shellhouse Restaurant, Southern Crossing, Stop & Go, Turtles, University Bowling, WEST Main Convenience Store, Weston & Wine Market, Winn Dixie, and Wise-Guys House.

Box 19: Daily Workstations Tax Office 01-01-2011 – 06-30-2011

Box 22: Tax Daily Workstations 7/1/2013-12/31/2013

Box 28: 2008 Satisfied FIFA, 2009 Satisfied FIFA, Check Authorization 2009, and Tax Adjustment 2010.

Box 30: Bank 2008, Bank 2009, Bank 2010, and Insurance 2010.

Box 35:

Whole Sale Alcohol Monthly Report 2012: January 2011, February 2011, March 2011, April 2011, May 2011, June 2011, July 2011, August 2011, September 2011, October 2011, November 2011, December 2011, January 2012, February 2012, March 2012, April 2012, May 2012, June 2012, July 2012, August 2012, September 2012, October 2012, November 2012, and December 2012.

Hotel/Motel tax: January 2010, February 2011, March 2011, April 2011, May 2011, June 2011, July 2011, August 2011, September 2011, October 2011, November 2011, December 2011, January 2012, February 2012, March 2012, April 2012, May 2012, June 2012, July 2012, August 2012, September 2012, October 2012, November 2012, and December 2012. Business Licenses, ACB Members, ACB Agenda, and ACB Minutes.

Box 36: Receipts March 2008-June 2011

Box 53: Business License Open Folders 2012-2013: July 2012, August 2012, September 2012, October 2012, November 2012, December 2012, January 2013, February 2013, March 2013, April 2013, May 2013, and June 2013.

Box 57: Alcohol Licenses Open folders 2012: Municipal Court, Police Dept, Fire Dept, Streets, Public Works, Roadways and Walkways, Storm Drainage, Water Sewer Projects, Waste Water, Water Sewer, Commercial Refuse, Residential Refuse, Solid Waste, Yard Waste, Gas Dept, Maintenance Shop, Parks, Protective Inspections, Planning, and Code Compliance

Box 5: Daily Workstations-Tax Office 07/2012-12/21/2012

Box 23: Daily Worksheets - Tax Office 01/3/2012-06/19/2012

Box 32: Tax Digests 2003-2004

City Clerks Boxes to be Destroyed

Box 31: Inactive Occupational Tax Certificates 2008 & Inactive Alcohol License 2008: Hachi, Courier Cab Company, Mass Transit, Roger Medical Trabsportation, We Care Too, Colonel's Island Group, J P Limousine & Courier Services, Richmond Ambulance Services, Alternative Trans Systems Inc, Last Don's, and Orient Express.

Box 449: Clerk: On Orders May-June 2012

Box 450: City Clerk 2012: Off Orders

Box 451: Clerk: Workstations May-June 2012

Box 488: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, and End of the Month Reports (December 2009)

Box 535: City Clerk 1990-2003: Mayor's Correspondence, City Manager Correspondence, GMA Correspondence, PD Correspondence, Council Correspondence, GA Dept of Community Affairs, GA Dept of Natural Resources, Hussy-Johnson Inc. Appraisal Services/U.S. 301 North

Box 536: Various Documents (1933-2009): Open Records Request, Reservations for Mayor, Council, & Staff. Jan-Dec 2009, Various Indexes of terminated Employees, and Disposition folders various Departments.

Box 544: Request Record (req for info) Jan – Dec 2007 Vehicle equipment maintenance files

Box 548: Records Request Files 2009-2011

Box 552: Open Records Request 1st and 2nd quarter of 2009

Box 1182: Supplement (extra's) Supplement 19, 20, 22-28; Councilman Britt Supplements 24,27,28

Box 1199: Various Records and Contract Agreements 1995-2003

Administration Boxes to be Destroyed:

Box 549: Open Record Request January Thru December 2008

Box 550: Boards and Committees (1999-2006), Pink Line Project (2002), Budget Comparison (2004-2005), and Election Correspondence (1996)

Miscellaneous Boxes to be Destroyed:

Box 547: Statesboro Art Council Notebook Contents from 2001-2004

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



50 EAST MAIN STREET • P.O. BOX 348 STATESBORO, GEORGIA 30459-0348 Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

Records Destruction Certification Form

The documents listed have met their retention schedule and are cleared to be destroyed, in keeping with law set by the State of Georgia. As the current Director/Supervisor of the Income for department I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

Dept. Director Signature:

Date: 1 1 1 1 0

City Clerk Signature:

Date: 1-7-2020

Utilities Boxes to be Destroyed:

Workstations July-August 2015

Workstation May-June 2015

Off orders August 2014

On Orders November 2014 – February 2015

Box 329: Work Stations 5/2013-6/2013

Box 330: Workstations 8/2013-9/2013

Box 332: Krista's Reports October 2013

Box 331: Krista's Reports July 2013

Box 333: Krista's Reports March 2013

Box 334: Utility Customer Service: Customer Account Records 2013

Box 335: Utility Customer Services May 2012: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, and End of Month Reports.

Box 337: Work Stations 7/2013 - 8/2013

Box 338: Work Stations 3/2013-4/2013

Box 339: Krista's Reports November 2013

Box 340: Workstations 11/2013-12/2013

Box 341: Krista's reports September 2013

Box 342: Krista's Reports August 2013

Box 345: On Orders 8/2013-9/2013

Box 346: On Orders 01/2013 – 05/2013

Box 347: Krista's Reports December 2013

Box 348: Krista's Reports February 2013

Box 349: Kristina Reports April 2013

Box 350: Kristina Reports May 2013

Box 351: Utilities Receipts Tapes 2/11-12/16/12

Box 353: Off Orders 8/2013-12/2013

Box 354: On Orders 6/2013-07/2013

Box 355: Off Orders 1/2013-5/2013

Box 357: Krista's Reports June 2013

Box 358: Sad'e Receipt Tapes Sept. 2012 to Oct 2013

Box 361: 2012-2013 Lock offs, Rereads, Reconnect 8/2013-12/2013

Box 362: On Orders 10/2013

Box 363: Off Orders 06/2013-07/2013

Box 364: Rereads, Lock Offs, Reconnect 2/2013 – 07/2013

Box 365: Utility Customer Service: Customer Account Records: Daily Detail Reports billing register, landfill tickets, and credit card.

Box 366: Work Stations 10/2013

Box 393: Utility Customer Services Customer Account Records 2011: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment on Orders.

Box 413: Utility Customer Service: Customer Account Records 2011: December 2011, Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment/on Orders

Box 422:

Box 452: Utility Customer Services Customer Account Records 2012: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, and End of Month Reports.

Box 461: Utility Customer Services Customer Account Records 2012: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment on Orders.

Box 465: On Orders from June 2010-August 2010

Box 466: Workstations October-November 2012

Box 467: Utility Customer Service: Off Orders January 2012

Box 468: Utility Customer Service: Customer account Records November 2012

Box 469: Utility Customer Service: Off Orders July 2011 through August 2011

Box 470: Utility Customer Service: Customer Account Records: April 2011, Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment/On Orders.

Box 471: Utilities Customer Service: Customer Account Receipts 2010: Daily Detail Receipts, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, and End of the Month Reports.

Box 472: Utility Customer Services Customer Account Records 2009: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment on Orders.

Box 474: Customer Service Utility Off Orders

Box 475: Utility Customer Service: Daily Workstations January 2012 Through March 29 2012

Box 476: Utility Customer Service: Customer Account Records Aug 2012

Box 477: Kristina reports 04/2012

Box 478: Utility Customer Service: Customer Account Records 2012

Box 479: Utility Customer Services Customer Account Records 2010: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, and End of Month Reports.

Box 480: Utility Customer Services Customer Account Records 2009: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment on Orders.

Box 481: Donna Cromley Receipt 2011

Box 482: Work Stations 2012

Box 483: Utility Customer Services Customer Account Records 2012: Daily Detail Reports, Billing Register, Landfill Tickets, Credit Card Receipts, Draft Reports, End of Month Reports, and Online Payment on Orders.

Box 484: 2011-2017 Cindy Dietz Receipts Tape 02/2011

Box 485: Kristina's Reports Nov 2012

Box 486 (1 of 2): Kristina's Reports 03/2012

Box 486 (2 of 2): Utility Customer Service: Account Records (Oct 2012)

Box 490: Off Orders June 2014

Box 493: Work Stations 01/2013-02/2013

Box 496: "Finance Box" Stacey's Receipt Tapes Nov 2011-May 2013

Box 498: Lock off, Rereads, Reconnect January - May 2014

Box 506: On Orders August – October 2014

Box 511: Workstations May-June 2014

Box 512: Workstations January – February 2014

Box 519: Workstation July-August 2014

Box 520: Workstations March April 2014

Box 523: Jezaniah's Receipt Tapes December 2012 through May 2014

Box 526: Off Orders January-May 2014

Box 528: On Orders January April 2014

Finance Boxes to be Destroyed

Audit Boxes: 2 2013 Audit boxes

Box 1: Bank reconciliations FY 2012

Box 2: Flex Health Splost 2007 Bank Reconciliations

Box 3: Budget Comparison Statements 2013 (July-Dec 2012)

Box 11: Accounts Payable 2015: BB& T procurement cards Statements (February Through April)

Box 13: Accounts Payable Check Stubs July 2014-June 2015

Box 50: TAW through Y Delta Deposit Refunds/Tax Refunds 2014

Box 60: Bank Reconciliations: Jul 2013- June 2014: Payroll, E Gov, Sweep, and Disbursement

Box 65: Accounts Payable A-C 2011: AT&T, Actions Signs, Allen's Electrical, Allied Utilities, American Airlines, American Family Life, American Saftey & Firehouse, American Water Works, Approved Service CO, Aramark uniforms, Arrow Rentals, Atlanta Scales, AT&T Bill, Augusta Laboratories, Automated Business Machines, Averitt Center, B &B Lock & Key, BB&T, BP Gulf, Baker Distributing, Blackburn Manufacturing; Blount, Burke, and Wimberly, Boston Mutual, Sam L. Brannen, Brannen Law Firm, Broadhurst Environmental, Bulloch County Board Commissioners, Bright Ideas, Bulloch County Environmental, Bulloch County Jail, Bulloch County magistrate, Bulloch Resident Center, Bulloch Telephone, CMI Inc, Chapter 13 Savannah, Chevron USA, City of Statesboro Petty Cash, City of Statesboro Misc., COS Emergency Fund, City of Statesboro Landfill, City Superior Court, Coastal Regional Commission, Command Uniforms, Concerted Services, Consolidated Disposal, and Cummins Power South.

Box 66: Journals Entries July-June 2011

Box 68: Bank Statements, Disbursement Accounts July-June 2011, E-Gov Account July-June, Payroll Account July-June, and Sweep Investment July-June.

Box 69: Payroll PPE: 6/29/10-7/27/10

Box 73: Accounts Payable D-Geo 2011: Delage Landen, Dell Marketing, Digital Office Equipment, Downtown Statesboro, Durden's Rental, Ellis Wood Contracting, Excelsior Electric, Federal Express, Florist, Fraziers Flowers, Frontier Corr Tracking, Frontier Communications, GBI, GGFDA, GGFDA, GMEBS, Galls, Georgia Correctional Industries, Georgia Dept. of Labor, and Georgia Dept. of Revenue, Georgia Municipal Association.

Box 74: Accounts Payable Q-S 2011: Quill, R.J. Pope, Rackleff Enterprises, Reeves Construction, Rental Service Corp, Reserve account, Roscoe Laircey, Rozier Ford, Savannah Coca-Cola, Savannah Communications, Sea Island Bank, Smith & Loveless, Snooky's, Sophicity, Southern Cross, Southern Davis, South Georgia Sales, Southeast Fire & Burglary, Statesboro Arts Council, Statesboro-Bulloch County Civil Defense, Statesboro Bulloch County Chamber of Commerce, Statesboro Convention &

Visitors Bureau, Statesboro Electric Motor, Statesboro Floor Covering, Statesboro Herald, Statesboro Janitorial, Statesboro Merchants Credit Bureau, Stubbs Oil, and Swana.

Box 75: Accounts Payable Travel 2011: General Governing 1110, City Manager 1320, City Clerk 1330, Deposit Refunds, Tax Refunds, Election Poll Workers, Finance 1510, Legal 1530, Human Resources 1540, Engineering & Protect Inspections 1575-7200, Records 1580, Municipal Court 2650, Police Dept 3200, Fire Dept 3500, Wastewater & Water Sewer 4335-4400, Gas Dept 4700, Planning Dept 7400, Public Works Travel (4100,4200,6200,4900,4521, & 4530), Governing Body 1565, Customer Services 1590,

Box 76: Jan-June 2010 Edits

Box 77: DSDA Checks and Accounts Payable July 2010-June 2011

Box 78: Accounts Payable 2011: Tampa Armature Works Inc 2011, Terminix 2010, Thyssen Krupp Elevator 2010, Tillman, Brannen, & Minick 2011, Unifirst Corp, United Parcel Services, United Way, University of Georgia, USA Bluebook, US Postmaster, Utilities Protection Center, Utility Service Company, Utilities Supply Inc, Verizon, Vickery Heating & Air, Water Environment Federation, West Chatham, William Brothers Trucking, Wireless Consultant, Y-Delta, Yancey Brothers, and Yokogawa Corp.

Box 82: Payroll PPE: 11/22/11-1/10/12

Box 85: Accounts Payable 2011: Georgia Power, Georgia Rural Water, Georgia Southern University, Georgia Superior Courts, Georgia Technology Authority, Georgia Water Wastewater, Golder Associates, Habitat for Humanity, Hagan & Oliver, Harris Computers, Hendrix Enterprises, Highfield Manufacturing, Highhope Center, Howard Lumber, Hussey, Gay, Belle, & Deyoung, IBM, Industry Buying Group, InfoPrint Solutions, Integrated Network Solutions, and J & J Greenhouse.

Box 86: Accounts Payable J-P: Jefferson Pilot 2010, Keck & Wood 2010, Kendall Supply 2010, Kennedy Concrete 2011, Kustom Signals 2011, Lincoln National Life 2011, Logan Hagan Welding 2010, Nathaniel Lundy 2010, M & T Bank 2011, Mal-Ad Promotions 2010, Donald Marsh & Aso 2011, Martin Rule Associates 2010, Met Life 2010, Municipal Code Corp 2010, National Envelop 2010, Nationwide Testing 2011, Natures Choice 2010, Northland Cable 2010, NYS Child Support 2010, Oakwood Pest Control 2010, Office of the Chapter 13 2010, Ogeechee Tech 2010, Paintmaster Decorating 2011, Peace Officers A & B Fund 2010, Pitney Bowes 2010, Planters Electric 2011, Plus Inc 2011, Press Express 2010, Propage Inc 2011, Pro-Tec Services 2011, and Purchase Power 2010.

Box 92: Accounts Payable Check Stubs: 07/10-06/11

Box 93: Payroll 6/7/11-End FY 2011, Payroll Beg FY 2012-7/12/11

Box 94: CIP Budget (books) 2006-2011

Box 95: Affirmative Action Audits/Annual Reports/Utilities Sep 2006

Box 97: SMC Deposit Slips and Sweep Deposits Slips 2011

Box 98: Health and Flex registers 2008-10, Payroll Registers 2007-10, Accounts payable 2007-11

Box 130: Daily Sheets and tippage fees 2011: Daily November FY 2011, E-Gov November FY 2011, SMC November 2011, Sentinel November 2011, Tlppage Fees November 2011, Daily December FY 2011, E-Gov December FY 2011, Sentinel December FY 2011, SMC December FY 2011, and Tippage fees FY 2011.

Box 131: Downtown Development Authority 2005-2009: DSDA Balance Sheets June 2005, FMB Bank Statements Sept. 2005, Journal Entries 2006, Payroll Stubs 2006, Budget Comparison Statements 2006, Capital Account Statements 2006, Operating Account Statements 2006, Sweep Account Statements 2006, Journal Entries 2007, Payroll Account Statements 2007, Batch Transaction Edits 2007, Operating Account Statements 2007, Sweep Account Statements 2007, Batch Transaction Edits 2008, Operating Account Statements 2008, Sweep Account Statements, Payroll Stubs 2008, Capital Account Statements, Journal Entries 2009, Capital Account Statements, Batch Transaction Edits/Operating Account Statements/Recipts/Payroll 2009, All Accounts Payable Monthly Files 2009, and DSDA Accounts Payable Book (Missing checks/reports ETC) 2009.

Box 137: Daily Balance Sheet (Jan-Feb): SMC, Sentinel, E-Gov, Tippage

Box 138: Daily Sheets and Tippage Fees (May-June): SMC, E-Gov, Sentinel

Box 146: Daily Sheets and Tippage fees 2011: Daily September FY 2011, E-Gov September Fy 2011, Sentinel September FY 2011, SMC September FY 2011, Tippage Fee September FY 2011, Daily October FY 2011, SMC October FY 2011, E-Gov October Fy 2011, Sentinel October FY 2011, and Tippage Fees October FY 2011.

Box 159: Sweep Account Reconciliation (July 2009-June 2010), Petty Cash Balance Reports (2003-2006), BB&T Provided Reconciliation (2009-2011), Disbursement Account Reconciliation (2010), and Payroll Account Reconciliation (2010).

Box 171: Health and Flex Check Register 2011, AP Check Register 2012, NSF correspondence, Seized Funds/ Confiscated Assets, Unclaimed Property Response, and Outstanding Checks.

Box 173: Accounts Payable 2009: Miscellaneous 1099's from 1999, DSDA, Reports from 2009 insurance on Council Members 2008 (Cleaned out Lateral File).

Box 176: City of Statesboro-Wachovia Health Insurance Proposal 10/24/2007, Wachovia Insurances Services, Wachovia Insurance VSP, City of Statesboro-Third Party Administrator, and Wachovia Health Insurance Proposal/Blue Cross

Box 181: Transaction Edits July-December 2010

Box 183: BB&T Procurement FY 2011

Box 184: BB&T Procurement FY 2011 #4

Box 187: Accounts Payable Reports 02/2014-06/2014

Box 191: BB&T Procurement #3: Regularly Monthly Expenses (office Equipment ETC) on Credit Card

Box 192: BB&T Procurement & Transaction Edits FY 2011

Box 196: Securities, Non-Educational Grants 1997-2002: Garnishments, Retirement Pay Stubbs, Madie McArthur grant, Commercial Dumpster/Crenshaw Case, Farmers & Merchant Bank Outstanding Bond/Wire Transfers 2002, First Bulloch Bank-Matured/Released, Farmers & Merchants Bank Matured/Released, Eagle Bank Matured/Released, Sea Island-Matured/Released, First Flag Pineland/Citizens Bank, Wachovia Bank – Matured/Released, Eagle Bank & Trust, Certificates of Deposit, First National Bank, Pineland, Release of Pledged Securities Sea Island Bank, Pledge Collateral Holding Report, Cops Grants, Cops Grant History 7/99-6/00, Core Management Resources P.O. Box 1755, IBM-P.O. Box 77222 Atlanta GA, Boston Mutual, CDBG Budgets, AP Purchase Orders 2001, CDBG & Chip, The Garden District-LTD Capital Cost Recovery, and Cops Fast Grant-Personnel 101-4263 07/2000-06/2001.

Box 200: Budget Comparisons Nov-June 2012.

Box 201: 2000: Sewer and Water Improvement Projects: 301-17, Brasewell Interceptor Sewer, Birds Pond Dam Replacement, Sugar Hill – Water System & Sewer System, and Little Lot Creek Interception.

Box 202: Accounts payable Reports: 07/2013-09/2014

Box 211: Contents: Journal Entries FY 2014

Box 212: Accounts Payable 2014: Public Works Administration, Streets, Roadways & Walkways, Storm Drainage, Watersewer Projects, WWTP, Watersewer, Commercial Refuse, Residential Refuse, Solid Waste Disposal, Gas, Compressed Natural Gas, Maintenance Shop, Boys and Girls Club, Parks, Engineering Prot. Insp., Planning, Code Compliance, and Farmers Market.

Box 217: Journal Entries (May 2010)

Box 219: Accounts Payable: BB&T Procurement Statements 2014

Box 220: Accounts Payable 2014: DSDA July 2013 – June 2014

Box 222: Accounts Payable 2014: Travel 1110 Governing Body, Travel 1320 City Manager, Travel 1330 City Clerk, Travel 1510 Finance Dept, Travel 1530 Legal Dept, Travel 1535 IT Dept, Travel 1540 HR, Travel 1575-7200 Engineering, Travel 3200 Police, Travel 3500 Fire, Travel 4100 Public Works Admin, Travel 4200 Streets, Travel 4335 WWTP, Travel 4400 Water sewer, Travel Sanitation 4521, Travel 4522 Sanitation, Travel Landfill 4530, Travel 4700 Gas, Travel 4900 Shop, Travel 6200 Parks, Travel 7400 Planning, Travel 7450 Code Compliance, Deposit Refunds, and Tax Refunds.

Box 227: Accounts Payable: Statesboro Herald, Statesboro Janitorial, Statesboro Merchants Credit Bureau, Stubbs Oil, TAW, Ten 8 Fire Safety, Terminix, Thyssenkrupp Elevator, Tillman, Brannen & Minick, Transform Health RX, Tyson Utilities, United Parcel, United Way, University of GA, US Postmaster, Utilities Protection, Utility Service Co, Verizon, Water Environment Federation, West Chatham Warning Devices, Y-Delta, and Yancey Brothers.

Box 228: Travel: Governing Body, City Manager, City Clerk, Finance Dept, Legal Dept, IT Dept, HR, Engineering, Police, Fire, Public Works, Streets, WWTP, Water Sewer, Sanitation, Landfill, Gas, Shop, Parks, Planning, and Code Compliance. Deposit Refunds & Tax Refunds.

Box 232: Accounts Payable 2013: Actions signs, American Family Life, American Safety & Firehouse, American Water Works ASO, Approved Service Company, Atlanta Scales, Augusta Laboratories, B&B Lock and Key, BB&T Corporation, BP Oil, Blanchard Equipment, Blount, Burke, & Wimberly, Boston Mutual, Boys and Girls Club, BroadHurst, Bulloch County Alcohol Drug Abuse, Bulloch County Board of Commissioners, Bulloch County Environmental, Bulloch County Health Department, Bulloch County Jail, Bulloch County Magistrate Court, City of Statesboro Miscellaneous, City of Statesboro Landfill, City of Statesboro Petty Cash, Clerk of Superior Court, Chapter 13 Savannah, Coastal Regional Commission, Colonial House of Flowers, Consolidated Disposal, Consolidated Pipe, Continental Insurance, Cummins Power South, Dell Marketing, Digital Office Equipment, Downton Statesboro Development Authority, Durden Rentals, Ellis Wood Contracting, Evans Concrete, and Excelsior Inc.

Box 235: Accounts Payable 2014: IBM, Industry Buying Group, Internal Revenue Service, Integrated Network, Keck & Wood, Kendall Supply, Kennedy Industries, Kustom Signals, Lincoln National Life, Logan Hagan Welding, Nathaniel Lundy, Mal-Ad Promotions, Donald Marsh & Association, Martin Rule & Association, MetLife, Motorola, Municipal Code Corporation, Napa Auto Parts, Nationwide Retirement, Northland Communications, Nationwide Testing, Office of Chapter 13, Ogeechee Tech, Paintmaster Decorating, Patrick's Uniforms, Peace Officers A & E, Pitney Bowes, Planters Electric's, Plus Inc., Propage, Purchase Power, Quill, R.J. Pope, Rackleff, Rahn's Greenhouses, Roscoe Laircey Company, Savannah Communications, Sea Island Bank, Shell Fleet, Snelling Staffing, Sophicity, Southeast Fire & Burglar, South Georgia Sales, Statesboro Arts Council, Statesboro Bulloch County Chamber Commerce, Statesboro Bulloch Civil Defense, and Statesboro Convention & Visitors Bureau.

Box 236: Accounts Payable 2014: Governing Body, City Manager, City Clerk, Elections, General Administration, Finance, Legal, IT, Human Resources, Government Buildings, Engineering, Customer Service, Municipal Court, Police Department, and Fire.

Box 238: Disbursement Accounts, E-Gov, and Payroll (July 2012 to June 2013).

Box 239: Accounts Payable: Quill, RJ Pope, Rackleff, Rackleff Enterprises, Reeves Construction, Reserve Account, Roscoe Laircey, Rozier Ford, Savannah Communications, Sea Island Bank, Shell Fleet, Snelling Staffing, Sophicity, Southeast Fire & Burglary, Southern Cross, South Georgia Sales, Statesboro Arts Council, Statesboro Bulloch County Chamber of Commerce, Statesboro Bulloch County Civil Defense, Statesboro Convention & Business Bureau, Statesboro Electric Motor, Statesboro Herald, Statesboro Janitorial, Statesboro Merchant's Credit Bureau, and Stubbs Oil.

Box 243: Workstation Reports Payroll Batch Edits

Box 244: Accounts Payable 2014: Georgia Correctional, Georgia Department of Revenue, Georgia Municipal Association, Georgia Power, Georgia Rural Water, Georgia Southern University, Georgia Superior Courts, Georgia Technology, The Ginn Company, Golder Associates, HD Waterworks, Habitat for Humanity, Harris Computers, Hartford-Priorities Life Insurance, Hendrix Enterprises, Helena Chemical Company, High Hope Center, Howard Lumber Company, and Hussey, Gay, Bell, & Deyoung.

Box 245: Accounts Payable 2013: Georgia Rural Water, Georgia Southern University, Georgia Superior Courts Cooperative, Georgia Technology Authority, Ginn Company, Golder Associates, HD Supply Water Work, Habitat for Humanity, Hach Chemical, Harris Computers, Helena Chemical Company, Hendrix Enterprises, Heritage Paper Co, High Hope Center, Highfield Manufacturing Company, Howard Lumbar Company, Hussey, Gay, Belle, & Deyoung, IBM, Intergrated Network Solutions, J & J Greenhouse, Keck &

Wood, Keep Bulloch Beautiful, Kendall Supply, Kennedy Industries, Kustom signals, Licoln National Life Insurance, Logan Hagan Weilding, Nathaniel Lundy, Mal Ad Promotions, Donald Marsh & Associates, Martin Rule Association, Met Life, Motorola, Municipal Code Corporation, NAPA Auto Parts, National Envelope, Nationwide Retirement, Nationwide Testing, Northland Communications, Oakwood Pest Control, Office of the Chapter 13 Trustee, Paintmaster Decorating, Patrick's Uniforms, Peace Officers A & B Fund, Pitney Bowes, Planter's Electric, Plus Inc, Propage, and Purchase Power.

Box 246: Daily Sheets May 2014, E-Gov May 2014, SMC May 2014, Tippage May 2014, Sentinel May 2014, E-Gov June 2014, Sentinel June 2014, SMC June 2014, Daily Sheets June 2014, and Tippage June 2014.

Box 247: Accounts Payable 2013: Family Support Registry, Federal Express, The Florist, Fraziers Flowers, Frontier Communications, GBI, GMEBS, GEA Immediate Care, Gall's Incorporated, Georgia Department of Labor, Georgia Correctional Industries, Georgia Department of Revenue: Sales & Use Tax Division, Georgia Municipal Association, and Georgia Power.

Box 251: Accounts Payable 2014: Action Signs, AFLAC, Advantage Resourcing, American United Life Insurance, American Safety & Firehouse, American Water Works, Approved Services Company, Arrow Rentals, Atlanta Scales, B & B Lock and Key, BP Oil, BB&T Corporate, Blanchard Equipment, Boston Mutual, Broadhurst Environment, Bulloch County Alcohol, Bulloch County Board of Commissioners, Bulloch County Jail, Bulloch County Environmental, Bulloch County Magistrate, Capital Data Services Incorporated, Chapter 13 Savannah, City of Statesboro Petty Cash, City of Statesboro Landfill, City of Statesboro Miscellaneous, Clerk of Superior Court, Coastal Regional Commission, Consolidated Disposal, Continual Insurance, and Commius Power South.

Box 252: Misc. Receipts, Workstations, and Payroll Batch Edits (2012)

Box 253: Accounts Payable Reports (July 2013-June 2014)

Box 254: Accounts Payable Check Stubs (July 2013-June 2014)

Box 255: Accounts Payable 2014: Sweep July 2013 - June 2014, E-Gov 2014, Disbursement 2014, Payroll 2014

Box 256: Accounts Payable: BB&T Procurement Statements 2014

Box 257: Misc Files 1110-1590 & Travel Files 2013: Travel: governing body, City Manager, City Clerk, Finance, Legal, Human Resources, Engineering, Municipal Court, Police Dept, Fire Dept, Wastewater, Water sewer, Gas, Planning, Code Compliance, Public Works, Streets Dept, Travel Sanitation, Landfill, Shop, Parks, Elections, Finance, IT Dept, Human Resources, Buildings, Customer Service,

Box 258: Payroll PPE 8/30/11-10/11/11

Box 259: Accounts Payable: BB&T Procurement Statements 2014

Box 260 (1 of 2): Misc. Receipts: AFLAC, Arts Council, Bulloch County BOC, CDBG Habitat for Humanity, City Council Misc. Confiscated Funds, City of Sylvania Gas Transport, Concessions, Community Development, Engineering Misc., Finance Misc, Fire Auxiliary, Fire Distract Tax, Fire Donations, Fire

Misc., Fleet Misc., Franchise Tax, Gas Misc., General Misc., Human Resources Misc. Insurance-Medical, Insurance-Premium, Parks Misc., Payroll Deductions, Police Donations, Police Maintenance Vehicle, Police Misc., Police Overtime, Police Record Section Fees, Public Works Misc., Rental Income, Returned Checks, Sale of Assets, Sale of Scrape/Pipe, Sale of Timber, Streets Misc., Water/Sewer Misc., Wastewater Misc., Worker Compensation, SPLOST, Arts Council, AFLAC,

Box 260 (2 of 2): General Ledge/Trial Balance & Auditor U.B. Information Aug. 31, 2005.

Box 263 (1 of 2): CORE Management Statements Dec. 2004-Nov 2007/Hp Paradigm Billing Statements July 2004-Nov 2004/Monthly Billing Summary July 2010-Aug 2010/Tax Balance Report/Unpaid Tax Detail and Listing Thru 6/30/10 Service Deposit File July 1 2012/Daily Transaction F/R Summary 6/20/2010

Box 263 (2of2): Transaction Edits January 2014-June 2014

Box 264: Daily Sheets April 2014, SMC April 2014, Sentinel April 2014, Sentinel March 2014, Tippage April 2014, Tippage March 2014, E-Gov April 2014, E-gov March 2014, SMC March 2014, and Daily Sheets March 2014.

Box 265: BB&T Procurement Card Statements

Box 267: Transaction Edits (January 2013 – July 2013)

Box 268: BB&T Procurement and Statements 2013

Box 270: Transaction Edits July 2013

Box 271 (1 of 2): Daily Sheets 2014 May, E-Gov 2014 May, SMC May 2014, Tippage May 2014, Sentinel May 2014, E-Gov June 2014, Sentinel June 2014, SMC June 2014, Daily Sheets June 2014, and Tippage June 2014.

Box 271 (2 of 2): Daily Transaction F/R Summary Year End 6/30/2010, CORE Statements December 2004-December 2005, CORE Statements (March-April 2006 & June-January 2006-2007), CORE Statements (January-February 2006 7 February-November 2007),

Box 272: SMC Feb 2014, E-Gov-Feb 2014, Daily Sheets Feb 2014, Sentinel Feb 2014, SMC Feb 2014, E-Gov Feb 2014, Sentinel Jan 2014, Tippage Feb 2014, Tippage Jan 2014, Daily Jan 2014, SMC Jan 2014, E-Gov 2014, and E-Gov Jan 2014.

Box 274: BB&T Procurement Card Statements

Box 275: Daily Sheets, E Gov, SMC, Sentinel, and Tippage Fees (November 2012-December 2012) FY13

Box 276: Accounts Payable Check Stubs July 2012 through June 2013

Box 277: Daily Sheets, E-Gov, SMC, Sentinel, and Tippage fees (March 2013-April 2013)

Box 278: Daily Sheets & Tippage Fees, SMC, E-Gov, Sentinel (September-October 2012)

Box 279: SMC, E-Gov, Daily Sheets, Tippage Fees, Sentinel Sept-Oct 2014, FY 2014

Box 280: Transaction Edits (July 2013 – December 2013)

Box 283: Daily Sheets, SMC, E-Gov, Sentinel, Tippage Fees (July-August 2012)

Box 284: Daily Sheets, E-Gov, SMC, Sentinel, and Tippage Fees (January 2013 – February 2013)

Box 285: BB&T bank reconciliations

Box 286: SMC, E-Gov, Daily Sheets, Tippage fees, Sentinel 2013 (May-June 2013)

Box 287: Accounts Payable 2013: E-Gov December 2014, Sentinel December 2014, Tippage Fees Dec 2014, Daily Sheet December 2014, SMC December 2014, SMC Nov 2014, Sentinel November 2014, Daily Sheets November 2014, E-Gov November 2014, and Tippage Fees November 2014.

Box 288: Daily Sheets August 2014, Daily Sheets July 2014, E gov August 2014, Tippage Fees August 2014, SMC July 2014, SMC August 2014, and Sentinel Aug 2014.

Box 289: Journal Entries January-June 2012

Box 290: Journals Entries July-December 2012

Box 291: Daily Sheets, Sentinel, SMC, E-Gov, Tippage Fees (July-August 2012)

Box 292: Daily Sheets, E-Gov, SMC, Sentinel, Tippage Fees, May-June 2012

Box 293: Daily January 2012, Tippage Fees January 2012, Sentinel January 2012, SMC January 2012, Tippage Fees February 2012, Sentinel February 2012, SMC February 2012, E-Gov January 2012, Daily February 2012, and E-Gov February 2012.

Box 294: Daily Sheets, SMC, Sentinel, E-Gov, Tippage Fees (March-April 2012)

Box 295: Accounts Payable BB&T Procurement April-July 2012

Box 297: Accounts Payable: BB&T Procurement August-October 2011

Box 298: Accounts Payable BB&T Procurement February-March 2012

Box 299: Accounts Payable A/P Misc 3200-7450 2012

Box 300: Accounts Payable BB&T Procurement November –January 2011

Box 301: Transaction Edits: July, August, September, October 2012

Box 302: Accounts Payable Misc Travel 2012: Travel Governing Body, Travel City Manager, Travel City Clerk Travel, Waters, Annette Travel (Warner Robins, GA), IT Travel, Human Resource Travel, Engineering Travel, Municipal Court Travel Expense, Police Travel, Fire Dept Travel, Water & Water Shed Travel, Gas Travel, Planning Travel, Code Compliance Travel, Public Works Travel, Jason Boyles Travel,

Parks Travel, Streets Travel, Shop Travel, Governing Body Travel, City Manager Travel, Clerks Travel, Elections Travel, General Administration Travel, Finance Travel, Legal Travel, IT Travel, Government Building Check Authorization, Engineering Dept Check Authorization, Customer Service Check Authorization, and Municipal Court Check Authorization.

Box 303: Accounts Payable A/P Reports October 2010-February 2011

Box 304: Accounts Payable Check Stubbs, July 2011-June 2012

Box 305: Accounts Payable I-R 2012: IBM 2012, Industry Buying Group 2011, InfoPrint Solutions 2011, Integrated Network Solutions 2011, J & J Greenhouse 2011, Jefferson Pilot 2011, Keck & Wood 2011, Kendall Supply 2011, Kennedy Concrete 2011, Kennedy Industries 2012, Kustom Signals 2011, Lanier Municipal 2012, Lincoln National Life 2012, Logan Hagan Welding 2011, M & T Bank 2011, Mal-Ad Promotions 2011; Maxwell, Reddick, & Associates 2012; Donald Marsh & Associates 2011, Met Life 2011, Motorola 2012, Municipal Code Corporation 2011, NAPA Auto Parts 2012, National Envelope 2011, Nationwide Retirement 2011, Nationwide Testing 2011, Northland Communicating 2012, Oakwood Pest Control 2011, Office of The Chapter 13 Trustee 2011, Ogeechee Tech 2011, Paintmaster Dec Center 2012, Patrick's Uniform 2011, Peace Officers A&B 2011, Pitney Bowes 2011, Planters Electric 2011, Plus Inc 2012, Propage Inc. 2012, Pro-Tec Services Inc. 2012, Purchase Power 2011, Quill 2011, R.J. Pope 2011, Rackleff Enterprises 2011, Reeves Construction 2011, Rental Services Corp. 2012, Reserve Account 2012, Roscoe Laircey Co 2011, and Rozier Ford Inc 2011.

Box 307: Accounts Payable D-Geo 2012: Dell Marketing LP, Digital Office Equipment, Ditch Witch, Downtown Statesboro, Durden's Rental, Ellis Wood Contracting, Excelsior Inc., Family Support Registry, Federal Express, The Florist, Frazier's Flowers, Frontier Communications, GE Capital, GMEBS, GT Distributor, Gall's Inc., Georgia Correctional Ind., GA Dept of Labor, and GA Municipal Association.

Box 308: Accounts Payable S-T 2012: Savannah Coca-Cola, Savannah Communications, Sea Island Bank, Shell Fleet, Snelling Staffing Service, Sophicity, Southeast Fire, Southern Cross, South Georgia Sales, Statesboro Arts Council, Statesboro Convention Visitors Bureau, Statesboro-Bulloch County Chamber of Commerce, Statesboro Bulloch Civil Defense, Statesboro Electric Motor, Statesboro Farmers Market, Statesboro Floor Georgia, Statesboro Herald, Statesboro Janitorial Service, Statesboro Merchants Credit Bureau, Stubbs oil, SWANA, TAW, Terminix, Thyssenkrupp Elevator, and Tillman Brannen Mimick.

Box 309: Accounts Payable Geo-H 2012: GA Power, Georgia Rural Water, Georgia Southern University, Georgia Superior Court Co-Op, GA Tech Authority, Ginn Company, GIRMA, Golder Associates, HD Supply Water Works, Habitat for Humanity, Hach Chemical, Harris Computers, Hendrix Enterprises, High Hope Center, Howard Lumber & Hardware, and Hussey, Gay, & Bell.

Box 310: Accounts Payable A-C 2012: Action Signs, AT&T, American Family Life, Amer Safe & Firehouse, American Water Work ASO, Approved Service Co., Aramark Uniform, Atlanta Scales, Augusta Laboratories, BB&T, B&B Lock, BP Oil (Gulf), Baker Distributing, Blackburn Manufa; Blount, Burke, & Wimbley; Boston Mutual, Broadhurst Environmental Inc., Bulloch Co. Alcohol & Drug Unit, Bulloch County Board of Commissioners, Bulloch Co. Environment, Bulloch County Health Dept., Bulloch County Jail, Bulloch County Magistrate Court, Bulloch Resident Center, CMI Inc., Chapter 13 Savannah, City Pety Cash, City of Statesboro Misc, City of Statesboro Landfill, Clerk of Superior Court, Coastal Regional Comm., Command Uniforms, Concerted Services, Consolidated Disposal, Consolidated Pipe, Continental Insurance, and Cummins Power South.

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Box 496: Stacey's Receipt Tape Nov 2011-May 2013

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1935, February, May, & November 1937, and October & December 1935.

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Box xxx1: Budget Comparison Statements 2013 July-Dec 2012 Storage

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CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Sharri 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 27, 2020

RE: February 4, 2020 City Council Agenda Items

Policy Issue: Remedying codification error in Chapter 6 of City Code of Ordinances and setting fee for issuance of underage permits for Bars with Kitchens

Recommendation: City adopt proposed codification and set issuance fee at \$250

Background: Mayor and Council approved rewrite of Chapter 6 on October 1, 2019. Section 6-4(k) was inadvertently left out. Cross reference to said subsection was also erroneous. Fee was never set for issuance of relevant permit.

Budget Impact: None

Council Person and District: All

Attachments: Proposed Ordinance Revisions

<u>Resolution 2020-05</u>: A Resolution adopting the proposed codification of Sec. 6-4 of the Statesboro Code of Ordinances and set issuance fee at \$250.00.

Section 6-4

(k) Underage Permit. All licensees who hold a Bar with Kitchen Licnese and desire to allow Minor Persons under 21 Years of Age on their premises under Sec 6-9(2) and in accordance with O.C.G.A. 3.3.24.1 shall be required to obtain an Under Age Permit. Application for Underage Permit may be made with license application, with license renewal or by separate application to the City Clerk. Only Mayor and Council shall have the authority to grant Underage Permits. Such permit shall only be operative when premises is hosting a Live Musical Concert or Live Performing Arts Presentation. During all times that the Underage Permit is operative the kitchen must remain open, offering the full or a substantial menu during that time. At no time shall patrons under 21 be allowed to sit at alcohol dispensing station (bar). Events permitted under this subsection shall be limited to 12 events annually per licensed premises. Licensee shall furnish Statesboro City Clerk and Chief of the Statesboro Police Department or his/ her designees with notice of events being held pursuant to this subsection not less than ten (10) business days prior to event.

Sec. 6-9. - Minors and persons under 21 years of age.

In addition to the prohibitions set forth at O.C.G.A. §§ 3-3-23, 3-3-23.1, 3-3-24, and 3-3-24.1 as amended, which are hereby incorporated by reference herein, the following guidelines for license type shall apply:

- (1)Bars. No persons under 21 are allowed to enter, remain, or be employed Except for third-party outside vendors or other non-staff individuals who are on the premises for a limited duration and are being compensated to perform a specific task on the premises but are not regularly on the premises nor are on the premises to patronize the bar. Examples of such individuals include, but are not limited to, the following: construction workers, couriers, deliverymen, and handymen and repairmen.
- (2)Bars with kitchens. The prohibitions set forth in 6-9(1) shall apply unless licensee possesses an underage permit as stipulated in 6-4-(k), proper notice under referenced subsection has been made, and the kitchen is open serving a full or substantial menu of premises prepared meals. At such times, and in compliance with O.C.G.A. 3-3-24.1, the restriction in 6-9(1) shall not apply if a minor between 18 years and 20 years of age enters a bar with kitchen in order to attend a bona fide live musical concert or live performing arts presentation for which the minor has purchased a ticket. Tickets for such events may not be made available or sold at the premises at any time less than two hours prior to noticed start of event. During such events door personnel must use an ID scanner to verify the age of each patron, regardless of age, and must place wristbands on patrons 21 years or older. Alcoholic beverages served to non-minor patrons must be in a plastic, colored cup when Underage Permit is operative.
- (3) Event venues. No age restrictions during permitted hours of operation.
- (4)Low volume licensees. No age restrictions shall apply.
- (5)Pubs. No one under 18 shall be allowed in or to remain on premises after 10:00 p.m. without a parent or guardian. No one under 21 years of age shall be allowed to enter or remain on premises after the kitchen has stopped serving. Pubs may allow patrons over 18 years of age to enter and remain during

live music concerts that continue past 10:00 p.m. if the kitchen remains open offering the full or substantial menu during that time. At no time shall patrons under 21 be allowed to sit at alcohol dispensing station (bar) unless accompanied by parent or guardian. There shall be no set time for a pub owner to close the kitchen nor does the closing time need to be consistent on a daily basis.(6)Restaurants. At no time shall patrons under 21 be allowed to sit at alcohol dispensing station (bar) unless accompanied by parent or guardian. No other age restrictions shall apply.

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

Leah Harden, City Clerk

From: Jason Boyles, Assistant City Manager

Date: January 28, 2020

RE: GDOT Local Maintenance Improvement Grant Application

Policy: Grant Application

Recommendation:

Staff recommends approval of application of the GDOT Local Maintenance Improvement Grant.

Background:

Georgia Southern University seeks to extend Akins Boulevard from Veteran's Memorial Parkway south through the "South Campus" to connect with the existing spur of Akins Boulevard that intersect with Lanier Drive. In addition to serving the "South Campus" the extension of Akins Boulevard will allow for interconnectivity with Tormenta Way, which is currently under construction, providing a critical secondary point of access of the Old Register Tax Allocation District to Veteran's Memorial Parkway.

Recently the Georgia Department of Transportation has advised University staff and City staff that funding is available to aid in the construction of Akins Boulevard, however, this grant program is only available to local governments. The University is currently performing necessary wetland mitigation work for this extension and has appropriated the funding necessary to provide the match required for grant funds required by GDOT. Due to the unique nature of this project mutually serving both the University and the City, staff from both entities are currently in the process of preparing an intergovernmental agreement that will allow the two entities to partner on the construction of Akins Boulevard. This agreement will be forthcoming.

City staff seeks to submit application for this grant following execution of all necessary intergovernmental agreements between the City and University. The University will provide all necessary matching funds.

Budget Impact: No matching funds pledged by the City of Statesboro

Council Person and District: Venus Mack, District 3

Attachments: Grant Application Resolution

RESOLUTION #2020-06:

A Resolution approving application and further authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application.

- **THAT WHEREAS,** the City is authorized to participate in the Georgia Department of Transportation Local Maintenance Improvement Grant Program;
- **WHEREAS,** the Program provides funding assistance for road improvement projects within the City of Statesboro for the benefit of the citizenry;
- **WHEREAS,** the Program requires that the City identify and demonstrate a qualifying transportation project and submit application in order to receive funding assistance for said project;
- **WHEREAS,** the Program application requires a minimum 30% local funding match which Georgia Southern University has committed the necessary funding for; and,
- **NOW THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Statesboro, Georgia as follows:
 - **Section 1.** The City Manager recommends partnering with Georgia Southern University to construct Akins Boulevard, from Veteran's Memorial Parkway to the terminus of Akins Boulevard extension which connects with Lanier Drive, and to submit application of Local Maintenance Improvement Grant funding for this project.
 - **Section 2.** City Council hereby authorizes the Mayor to apply for Local Maintenance Improvement Grant funding and to execute the Local Government Affidavit and Certification and all other documents required by the Georgia Department of Transportation related to this grant application.
 - **Section 3.** That this Resolution shall be and remain effective from and after its date of adoption.

		Adopted this 4	4th day of February, 2020.
		CITY C	OF STATESBORO, GEORGIA
Bv:		Attest:	
Бу	Jonathan McCollar, Mayor	Attest	Leah Harden, City Clerk

CITY OF STATESBORO

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



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

50 East Main Street • P.O. Box 348 STATESBORO, GEORGIA 30459-0348

To:

Charles Penny, City Manager

From:

Jason Boyles, Assistant City Manager

John Washington, Director of Public Works and Engineering

Date:

01/06/2020

RE:

Road & Right-of-Way (R/W) Dedication

Bethany Way

Policy Issue: Subdivision Regulations

Recommendation:

Staff recommends approval of the road and right-of-way dedication for Bethany Way. Request consideration of a motion for Council to authorize the Mayor to execute the attached resolution authorizing the Mayor to accept the road and right-of-way on behalf of the City of Statesboro.

Background:

The property was rezoned in 2010 for the proposed development Bethany Assisted Living, Inc. In 2012 a MOU was created for utility improvements and included the description for limits of road construction of Bethany Way. The developer now desires to dedicate this road, Bethany Way, to the City of Statesboro. The Bethany Assisted Living development was constructed 2014-2015 with the road completed in 2015.

Budget Impact:

The City of Statesboro will maintain the roadway and limits of right-of-way. No funds will be required in FY2020.

Council Person and District:

Paulette Chavers, District 2

Attachments:

Proposed Resolution

Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) to dedicate to the City of Statesboro the

STREET described below:

Street Name: BETHANY WAY

Starting at Point: INTERSECTION WITH EAST JONES AVE

N 887201.7965, E 769009.6782

Ending at Point: N 887127.0310, E 769482.0227

Length (in feet): 489'

Width of Right-of-Way (in feet): 60'

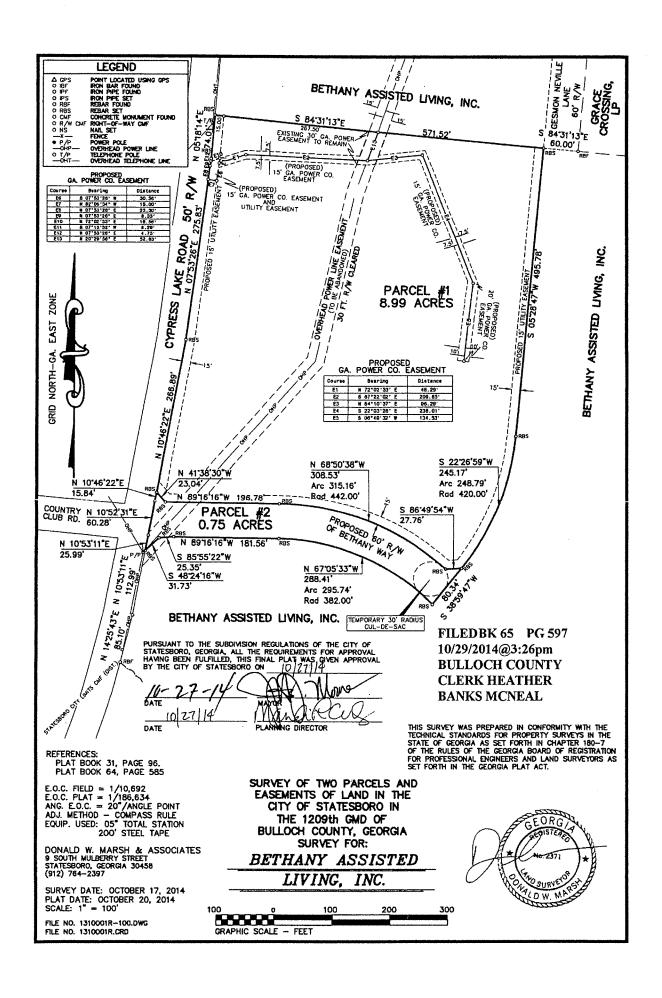
Name of Subdivision: N/A

Plat Book Number and Page Number (for final subdivision plat): BK 65, PG 597

I fully understand and agree that the street described above becomes a City maintained street only after the City approves my dedication request and declares to accept it as part of the City street system.

Owner/Developer/Authorized Agent

Date



RESOLUTION #2020-07:

RESOLUTION ACCEPTING RIGHT OF WAY OF BETHANY WAY AS A PUBLIC STREET TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.

THAT WHEREAS, Bethany Assisted Living, Inc. dba Bethany Assisted Living of Statesboro is the owner of the street segment known as Bethany Way and wishes to convey said street to the City of Statesboro; and

WHEREAS, with the planned growth of the surrounding area, the City believes it is in the best interest of the public for this road to be a public street, owned and maintained by the City;

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

Section 1. That Bethany Way is hereby formally accepted for dedication by the City of Statesboro, Georgia as a public street and right-of-way to be owned and maintained by the City of Statesboro.

Section 2. That this resolution authorize and direct the Mayor of the City of Statesboro, Georgia to accept the dedication of the above described property by virtue of a right of way deed.

Section 3. All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, Georgia, and in the City of Statesboro, containing 0.75 acre and being the proposed sixty (60') foot public right-of-way as shown on a plat prepared by Donald W. Marsh, Surveyor, dated October 17, 2014, and recorded in Plat Book 65, Page 597, Bulloch County Records. The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

Section 4. That this Resolution shall be and remain effective from and after its date of adoption.

APPROVED AND ADOPTED this	day of	, 2020.
CITY OF STATESBORO, GEORGIA		
By:	Attest:	
Jonathan McCollar, Mayor	Leah	Harden, City Clerk

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Sharri 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 27, 2020

RE: February 4, 2020 City Council Agenda Items

Policy Issue: Amendment of Development Agreement with developerJGR concerning the placement of public infrastructure within the Old Register TAD and City reimbursement to developer for placement of said public infrastructure

Recommendation: City adopt attached Development Agreement

Background: On April 6, 2019, City Council approved a Development Agreement with JGR that allowed for two payments of \$2,375,000 to reimburse JGR for public infrastructure placement. Attached Development Agreement allows for a third interim payment of \$1,000,000 and clarifies the logistics of the public infrastructure.

Budget Impact: None

Council Person and District: Venus Mack, District 3

Attachments: Proposed Development Agreement

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

Developer

For Old Register Tax Allocation District
Public Infrastructure

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DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement"), dated as of the _____ day of February, 2020, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the "City"), and BVT Akins LP, a limited partnership and J Edward Akins Farm, LP, a limited partnership, collectively, as developer, (the "Developer"). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

- *WHEREAS*, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and
- **WHEREAS**, by a Resolution duly adopted on August 7, 2018 (the "TAD Resolution"), following a public hearing as required by law, the Mayor and Council City approved the Old Register Area Redevelopment Plan and created the Old Register Tax Allocation District (the "TAD"); and
- *WHEREAS*, pursuant to a resolution adopted on August 7, 2018 the Bulloch County Board of Commissioners ("County") gave the consent required under O.C.G.A. Sec. 36-44-8(1) and on August 9, 2018 the Bulloch County Board of Education ("School Board") did the same; and
- **WHEREAS**, pursuant to the requirements of O.C.G.A. Sec. 36-44-10, City has timely applied to the Georgia Department of Revenue for certification of the tax allocation increment base for the TAD and received such; and
- **WHEREAS**, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and
- **WHEREAS**, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and
- **WHEREAS**, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of "Public Infrastructure"; and
 - WHEREAS, Developer is the owner of certain real property located within the TAD; and
 - WHEREAS, Developer seeks to undertake the installation of Public infrastructure; and
- **WHEREAS**, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

Allocation Increment collected in the TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the Public Infrastructure; and

WHEREAS, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Public Infrastructure consistent with the Redevelopment Plan, which revitalization would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein; and

WHEREAS, Developer agrees to deed the Public Infrastructure on Developer's property to City upon completion of construction and reimbursement.

AGREEMENT

NOW THEREFORE, City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE 2 GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

"Act of Bankruptcy" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

"Administrative Fee" means an annual administrative fee payable to City from the Special Fund as provided in Section 3.3, to reimburse City for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of City in connection with the management and accounting of the Special Fund, in the amount of 1% of Positive Tax Increment per year until all TAD bonds or other alternative financing instruments have been paid off and closed.. Such Administrative Fee shall not reduce or otherwise diminish the total Reimbursement Costs payable to Developer.

"Advances" means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs for which Developer may be entitled to reimbursement pursuant to Section 6.2.

"Affiliate" means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"City" means Statesboro, Georgia, a municipal corporation in the State of Georgia.

"City Manager" shall mean the appointed or interim Statesboro City Manager of any person that City Manager has indicated in writing to Developer to be his/ her designee for the purposes of this Agreement.

"Developer" means BVT Akins LP, a limited partnership and J Edward Akins Farm, LP, a limited partnership, developer of the Public Infrastructure.

"Development Team" means Developer and its development partners.

"Disbursements" means the funds deposited into the Special Fund available to Developer for reimbursement of Advances.

"Effective Date" means April 2, 2019, the effective date of this Agreement.

"Environmental Laws" means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

"Force Majeure" means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Public Infrastructure.

"General Contractor" means an experienced, licensed, bondable and reputable general contractor selected by Developer and reasonably satisfactory to City.

"Hazardous Substances" means any hazardous or toxic substance or waste as defined by any applicable Environmental Laws, together with (if not so defined by any such Environmental Laws) petroleum, petroleum products, oil, PCBs, asbestos, and radon.

"In-Service Date" means the placing in service of the Public Infrastructure and commencement of normal public operations thereof, as certified in writing by the Developer to City.

"Legal Requirements" means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

"Loan Documents" means any agreement or instrument, other than this Agreement, to which Developer or any Affiliate thereof is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of Developer in order to specifically finance all or any portion of the Public Infrastructure, and including any commitment or application for such financing and documents evidencing any Project Financing.

"Material Modification" means a Project Modification that requires the prior written consent of City, i.e., any change in the Public Infrastructure that would cause it not to substantially conform to its description in the Redevelopment Plan.

"Person" includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, a public body, or any other entity.

"Plans" means the Site Plan and the construction plans for the Public Infrastructure as the same may be modified from time to time, including any Material Modifications.

"Project Approvals" means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Public Infrastructure, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

"Project Financing" means any loans, financing, equity investment, or other agreement (other than this Agreement) provided to or for the benefit of Developer to finance, directly or indirectly, any portion of the Public Infrastructure.

"Public Infrastructure" means those improvements identified and more fully described in the Redevelopment Plan, as such plan may be amended or modified from time to time, a portion of the costs of which are to be advanced by Developer and reimbursed to Developer from the Special Fund as contemplated by this Agreement. Public Infrastructure as contemplated in the Redevelopment Plan shall be modified so that the "Extension" shall intersect with Board of Regents' proposed extension of Akins Boulevard. Developer shall coordinate with Board of

Regents and City as to the appropriate point of intersection and extent of Extension construction. Developer shall complete Extension as far as is possible under the circumstances of Board of Regents' Akins Road project.

"Public Infrastructure Budget" means the projected hard and soft costs capitalizable under GAAP for acquisition, financing, and construction of the Public Infrastructure as set forth in Schedule D hereto, as such Schedule may be amended or modified from time to time.

"Public Infrastructure Completion Date" means January 9, 2020 the anticipated date of substantial completion of the Public Infrastructure (as evidenced by delivery by Developer to City of the certificate contemplated in Section 4.1(e)).

"Public Infrastructure Construction Schedule" means the estimated schedule for construction of the Public Infrastructure as set forth in Schedule C, as such Schedule may be amended or modified from time to time.

"Redevelopment Costs" has the meaning given that term by O.C.G.A. Sec. 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement and provided for in the Redevelopment Plan.

"Redevelopment Plan" means the Redevelopment Plan for the TAD approved by City pursuant to the TAD Resolution, following a public hearing as required by law, as may be amended from time to time.

"Redevelopment Powers Law" means the Redevelopment Powers Law, O.C.G.A. Sec. 36-44-1, et seq., as may be amended from time to time.

"Reimbursement Costs" means the redevelopment costs authorized to be paid or reimbursed by the Redevelopment Plan.

"Requisition" means a requisition in substantially the form attached as $\underline{\text{Schedule E}}$ hereto (or such other form approved by City).

"School Board" means the Board of Education of Bulloch County, Georgia.

"Site" means the real property on which the Public Infrastructure will be located within the TAD, as more specifically identified in <u>Schedule A-1</u> hereto.

"Special Fund" means the bank account established by City for the depositing of Tax Allocation Increment along with the proceeds of TAD revenue bonds obtained by the City and payment of Disbursements as permitted under this Agreement.

"State" means the State of Georgia.

"TAD" means that Old Register Tax Allocation District created by City effective August 7, 2018, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

"TAD Bonds" means any source of financing the City receives and holds in Special Fund to reimburse Developer for construction and installation of Public Infrastructure

"TAD Resolution" has the meaning provided in the recitals above.

"Tax Allocation Increment" means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real and personal property within the TAD attributable to the ad valorem millage rate levied annually by City, County and School Board.

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Developer. Developer hereby represents and warrants to City that:

- (a) <u>Organization and Authority</u>. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer's officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Due Authorization, Execution and Delivery</u>. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.
- (c) <u>Organizational Documents</u>. Developer's organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.
- (e) <u>No Litigation</u>. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or

- (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.
- (f) <u>No Undisclosed Liabilities</u>. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.
- (g) <u>Principal Office</u>. The address of Developer's principal place of business is 2704 Old Register Rd, Statesboro Ga, 30458.
- (h) <u>Licenses and Permits</u>. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Public Infrastructure
- (i) <u>Project Location</u>. The Public Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels 076 0000001 000, 002, 004, and 006, as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia.
- (j) <u>Utilities</u>. All utility services necessary and sufficient for the construction and operation of the Public Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.
- (k) <u>Plans</u>. Developer will furnish to City true and complete sets of the Plans. The Plans so furnished to City will comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting the Public Infrastructure.
- (l) <u>Funding Sources for Project Financing.</u> <u>Schedule G</u> contains a true, correct, and completed list of all sources and uses of funds, including all Project Financing, all of which has been committed to Developer.
- (m) <u>Liens</u>. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Public Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.
- (n) <u>Construction Schedule</u>. The Public Infrastructure Construction Schedule is complete and accurately reflects the currently estimated schedule for construction of the Public Infrastructure.
- (o) <u>Budget</u>. The Public Infrastructure Budget is complete and accurately reflects the currently estimated costs of the Public Infrastructure.
- (p) <u>Title</u>. As of the Effective Date, Developer holds fee simple title to the Site.

- (q) <u>Tax Allocation Increment</u>. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.
- (r) <u>Special Services District</u> Developer acknowledges that should Tax Allocation Increment be insufficient to pay for servicing the TAD Bonds that City shall create a special services tax district over the TAD. A Special Services District may be established before, during, and/or after construction and installation of the Public Infrastructure. Nothing in this Agreement shall limit the timing or number of times said District may be established, terminated, or reestablished by City.

Section 3.2 Representations and Warranties of City. City hereby represents and warrants to Developer that:

- (a) <u>Organization and Authority</u>. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Due Authorization, Execution and Delivery</u>. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.
- (c) <u>No Litigation</u>. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.
- (d) <u>TAD Resolution</u>. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.
- (e) <u>Redevelopment Agent</u>. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.
- (f) <u>Recitals</u>. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.
- (g) <u>Redevelopment Plan and TAD</u>. The Redevelopment Plan and the TAD have been duly adopted and created, respectively, by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction, Completion, and Conveyance of the Public Infrastructure

- Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Public Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A and B and in accordance with the Public Infrastructure Construction Schedule set forth in Schedule C, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Public Infrastructure as contemplated on the Effective Date may occur. To the extent that such modifications are material but are not Material Modifications, Developer will provide a revised version of Schedule B or Schedule C, as appropriate, to City within fifteen (15) days, which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 4.4. City agrees to use commercially reasonable efforts to assist Developer with the Public Infrastructure on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law. Without limitation, such cooperation shall include City's enabling Developer to construct, have constructed, or pay for the construction of (as determined by Developer upon consultation with City) all elements of the Public Infrastructure that are or shall be public facilities or located on public property.
- (b) Developer will construct, or cause the construction of, the Public Infrastructure in accordance with all applicable Legal Requirements.
- (c) Beginning on the Effective Date and continuing until the Public Infrastructure Completion Date, on or before the last business day of every reporting month Developer will provide City a written update on the status and progress of the construction of the Public Infrastructure and the costs and expenses incurred in connection with it to date. Said updates shall be provided by the Developer in the form of a written report in a format determined by Developer. Additionally, if requested by City or, any such monthly update shall also be given in a telephone conference between the Darin Van Tassell and City Manager. These reports and telephone conferences shall be in addition to and not as a substitute for any customary inspections or documents required by City in the usual course of issuing permits and inspecting construction of the Public Infrastructure.
- (d) Upon completion of the construction of the Public Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Public Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

- (e) Upon completion of the preceding subsection and review and approval of Public Infrastructure by City Staff, Developer shall convey the Site, all Public Infrastructure, necessary easements, and applicable rights of way to City.
- (f) Developer shall obtain a "completion bond" to ensure that installation of Public Infrastructure is completed in the event there is a termination of this agreement as contemplated in Section 4.3. City shall be listed as endorsee/beneficiary of said completion bond.
- **Section 4.2** Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Public Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Public Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.
- Section 4.3 Unreasonable Delay or Abandonment; Cessation of Work. If City determines in its reasonable discretion that construction and/or installation the Public Infrastructure is delayed for reasons other than Force Majeure or market forces such that the Public Infrastructure will not be completed within 120 days of the Public Infrastructure Completion Date, as amended, then City may terminate this Agreement. Prior to any such termination, City must give 60 days' advance written notice to Developer and Developer must have failed to effect a cure within said 60-day notice period. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder except that Developer shall convey the Public Infrastructure, the Site, necessary easements, and all associated rights of way to City for consideration of ten dollars (\$10.00).
- Section 4.4 Material Modifications. Prior to Developer making a Material Modification to the Public Infrastructure, Developer will submit the proposed modifications to the City Manager in writing for review. Any such submission must clearly identify all changes, omissions and additions as compared to the previously approved description of the Public Infrastructure. The City Manager, as soon as reasonably possible, will put the request for modification on a meeting agenda for City's consideration. City will act on the requested modification within an amount of time that is reasonably required to consider the request. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, City will have such amount of time as reasonably required to pursue any such amendment (including required approvals, if any).

ARTICLE 5 DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the Project. Subject to any delays for Force Majeure, notwithstanding any other provision of this Agreement Developer will commence and complete construction of the Public Infrastructure substantially in accordance with <u>Schedule C</u> with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed, or prohibited elsewhere that violate this

Agreement (except inchoate construction liens) subject to any lawful protest in accordance with Section 5.6.

- **Section 5.2 Compliance with Documents.** Prior to its compliance with the Performance Commitments set forth in <u>Schedule I</u>, Developer will remain in compliance with its obligations and covenants in the Loan Documents, if any, pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the Public Infrastructure.
- Section 5.3 Litigation. Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Public Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Prior to the expiration of the Performance Commitments set forth in Schedule I, Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Public Infrastructure.
- **Section 5.4 Maintenance of the Project**. Developer agrees that, for as long it has a real property interest in the Public Infrastructure, it will at its own expense (i) keep the Public Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Public Infrastructure in good repair and in good operating condition.
- **Section 5.5 Records and Accounts**. Developer will keep true and accurate records and books of account in connection with the Public Infrastructure in which full, true and correct entries will be made on a consistent basis, in accordance with GAAP in all material aspects.
- **Section 5.6** Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Public Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Public Infrastructure.
- Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Public Infrastructure, (b) all material agreements and instruments related to or regarding the Public Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Public Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Public Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Public Infrastructure.
- **Section 5.8** Laborers, Subcontractors and Materialmen. On or before the end of each calendar quarter prior to the Public Infrastructure Completion Date, Developer will furnish to City, upon written request, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have

furnished labor or material to the Public Infrastructure or any part thereof, together with affidavits, or other evidence satisfactory to City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Public Infrastructure. Upon certification of completion of the Public Infrastructure, Developer shall furnish to City final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5000.00 to said projects. Affidavits and other materials submitted pursuant to this section shall be deemed approved by City if Developer does not receive written disapproval from City within thirty (30) days from the submission thereof.

- **Section 5.9** Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Public Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.
- **Section 5.10 Insurance**. To the extent of its interest therein, Developer, or its Affiliates, will keep the Public Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.
- Section 5.11 Further Assurances and Corrective Instruments. City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Public Infrastructure are not impaired thereby.
- **Section 5.12 Performance by Developer.** Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.
- **Section 5.13 Restrictions on Easements and Covenants.** Except for Permitted Exceptions, Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which adversely affect or might adversely affect the use of the Public Infrastructure, or any part thereof, without obtaining the prior approval of City (such approval not to be unreasonably withheld).
- Section 5.14 Access to the Site. Prior to the In-service Date Developer will permit persons designated by City to access the Site and to discuss the progress and status of the Public Infrastructure with representatives of Developer, all in such detail and at such times as City may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Public Infrastructure or with Developer's business operations generally

Section 5.15 Delivery of Documents. No later than five (5) business days prior to the Effective Date, Developer shall deliver to City the following:

- (a) Most recent plat of the Site;
- (b) Title Policy for the Public Infrastructure parcels, including any Permitted Exceptions;
- (c) Resolutions authorizing Developer to enter into this Agreement (see Section 3.1(b)); and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State.

On the Effective Date, and if applicable, Developer shall deliver to City information evidencing that Developer has obtained Project Financing and completion bond with City as additional endorsee.

ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Public Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.
- **Section 6.2 Disbursement**. Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:
 - (a) Developer may submit a Requisition to City upon paid Advances totaling \$2,375,000 (two million three hundred seventy five thousand dollars) toward construction and installation of the Public Infrastructure. Developer shall convey a fee simple interest in all rights of ways.
 - (b) Developer may submit an additional Requisition to City upon paid Advances totaling \$1,000,000 (one million dollars) toward construction and installation of the Public Infrastructure. Developer shall convey a fee simple interest in all rights of ways.
 - (c) Upon the In-Service Date and delivery of the certification required by Section 4.1(d), Developer will submit a Requisition to City. The Requisition will include (i) the Public Infrastructure Budget and (ii) the Public Infrastructure Costs. The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The amount of the Requisition shall not exceed the Reimbursement Costs.

- (d) The Requisition must be accompanied by evidence reasonably satisfactory to City showing:
 - (i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested (other than land valuation as set forth on Schedule D);
 - (ii) That all construction has been conducted substantially in accordance with the Plans (and all changes thereto approved by City or otherwise permitted pursuant to the terms hereof); and
 - (iii) That there are no liens outstanding against the Public Infrastructure or the real property on which it is installed that are in violation of this Agreement.
- (e) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (f) Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods after the first (1st) year after the In-Service year (the end of such period, the "Cutoff Date") be used to satisfy outstanding balances due Developer, if any. Disbursements due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer including the aggregate of all Requisitions in an amount not to exceed Reimbursement Costs or (ii) the Cutoff Date.
- (g) In no event shall Disbursements to Developer exceed a sum total of \$4,750,000 (four million seven hundred and fifty thousand dollars), less amount of costs incurred by City relating to issuance and closing of TAD Bonds or other alternative financing.
- (h) In no event shall City make more than two Disbursements to Developer.
- (i) In no event shall City make any Disbursements to Developer prior to TAD Bond proceeds of a minimum of \$2,375,000 being deposited into the Special Fund.

Section 6.3 Limited Liability.

- (a) The payment of all Disbursements required by be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.
- (b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

- (c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.
- **Section 6.4 Special Fund.** City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund
- **Section 6.5** Alternative Financing. Nothing in this Agreement will limit the right of City and Developer to consider alternative methods of financing or refinancing Reimbursement Costs, including, without limitation, the issuance of TAD Bonds, so long as such financing does not have a detrimental effect on the Public Infrastructure.

ARTICLE 7 INDEMNIFICATION

- **Indemnification**. Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the "Indemnified Persons") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the "Losses") for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Public Infrastructure and, to the extent caused by construction of other elements of the Public Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer's indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.10; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person's own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.
- **Section 7.2 Notice of Claim**. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.
- **Section 7.3 Defense.** Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will

defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that materially and adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will remain in effect until the expiration of one (1) years after certification of completion of the Public Infrastructure

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

- (a) The following will constitute a "Default" by Developer:
 - (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
 - (ii) The declaration of an "event of default" by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
 - (iii) An Act of Bankruptcy of Developer;
 - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
 - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.
- **Section 8.2** Remedies. If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period

and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an "Event of Default," and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer's default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

- **Section 8.3 Remedies Cumulative**. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.
- Section 8.4 Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.
- **Section 8.5 Default by City**. The following will constitute a "Default" by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.
- **Section 8.6** Remedies Against City. Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney's fees, reasonable expenses and actual costs.

ARTICLE 9 MISCELLANEOUS

- **Section 9.1 Term of Agreement; Survival.** This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund or one (1) year after the In-Service Date.
- **Section 9.2 Notices.** Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

Darin Van Tassell

2704 Old Register Rd

Statesboro, Ga 30458

If to City:

Statesboro City Manager

50 E Main St

Statesboro Georgia 30458

With a copy to: City Attorney at same address

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

Section 9.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.4 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.5 Successors and Assigns. Prior to the In-Service Date, Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of City, which consent may not be unreasonably withheld, conditioned or delayed; provided that Developer may, without the prior consent of City, assign this Agreement and all or any portion of its rights hereunder and interests herein (i) to any Affiliate of it or to any entity which controls, is controlled by or under common control with it; (ii) to any purchaser of all of substantially all of the assets or stock of Developer or; or (iii) to any lender providing financing for all or any part of the Public Infrastructure. After the In-Service Date, Developer may assign this Agreement and all or any portion of its rights hereunder and interests herein. Developer will provide written notice to City of any assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of City, to a lender to secure financing or development of the Public Infrastructure.

Section 9.6 Schedules; Titles of Articles and Sections. The Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail. All

titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to a Schedule will be considered a reference to the applicable Schedule attached hereto unless otherwise stated.

- **Section 9.7 Applicable Law**. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.
- **Section 9.8 Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- **Section 9.9 Approval by the Parties**. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.
- **Section 9.10** Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

(Signatures on following pages)

CITY OF STATESBORO, GEORGIA		
Mayor Jonathan McCollar		
Attested by Leah Harden, City Clerk		
J Edward Akins Farm, LP		
Philip Michel, General Partner		
BVT Akins, LP		
Darin Van Tassell, General Partner		

SCHEDULES

A	Site Description
В	Public Infrastructure Description
C	Public Infrastructure Construction Schedule
D	Public Infrastructure Budget
E	Form of Requisition
F	Intentionally Omitted
G	Source and Uses Statement
Н	Intentionally Omitted
I	Performance Commitments

SCHEDULE D

PUBLIC INFRASTRUCTURE PROJECT BUDGET

Land acquisition	
Sitework/Foundation	
Infrastructure	
Construction services, architectural, engineering, civil design	
Environmental and permitting	
Total	\$00

Note: Amounts may be adjusted within each category. The total budget may be adjusted or increased or decreased in accordance with the terms of this Agreement.

SCHEDULE E

FORM OF REQUISITION

OLD REGISTER TAX ALLOCATION DISTRICT

Requisition No
Date of Requisition:, 20
TO:
Attention: Facsimile:
PROJECT: Public Infrastructure
DEVELOPER:
Application is made for payment of amounts on deposit in the Special Fund to pay for Reimbursement Costs in the amount, for the purposes and on the terms set forth below, all is accordance with the provisions of that certain Development Agreement between City and the Developer named above, dated as of
As of the date of this Requisition No, outstanding Requisition amounts and accrued interesthereon is \$ (the "Outstanding Balance") as detailed below:
Deguisition Date Amount of Amounts Delance Total

Requisition No.	Date Approved	Amount of Requisition	Amounts Paid to Date	Balance Unpaid	Total Amount Due

AIA Form G-702 and its Continuation Sheet, AIA Document G-703, are attached as Exhibit A and are made a part of this Requisition. Architect's and Contractor's Certificates for Payment are attached as part of the attached AIA Form G-702.

1.	The Public Infrastructure Budget is \$	and the Public Infrastructure costs,
	Schedule of Values and Percentages of Completion	are as set forth on Forms G-702 and
	G-703 attached.	
2	Total amount requested: \$	

- 3. Attached hereto as Exhibit B are:
 - a. Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;
 - b. Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by the Developer for which this Requisition is requested;
 - c. To the extent applicable, a copy of a satisfactory "Interim Waiver and Release Upon Payment" pursuant to O.C.G.A. Sec. 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition; and

DEVELOPER'S CERTIFICATIONS

In accordance with the Development Agreement, Developer certifies to City that:

- i. all of its representations and warranties made in and as of the date of the Development Agreement were true and correct as of the effective date thereof;
- ii. the construction of the Public Infrastructure is in accordance with the Plans and the Development Agreement;
- iii. the Project Cost breakdown referenced in this Requisition is accurate;
- iv. all amounts being reimbursed for stored materials are and will be stored in either
 (a) a bonded warehouse approved by City and accessible to inspection by
 representatives of City, or (b) stored in a locked and otherwise secure storage
 arrangement acceptable to City and insured in an amount acceptable to City;
- v. no amounts are requested for materials to be stored more than 150 days before being used for the Public Infrastructure;
- vi. no payment under this Requisition exceeds the maximum allowable non-construction expenses actually incurred within the amounts set forth in the Public Infrastructure Budget, plus the lesser of (a) the actual cost of the completed portion of the Public Infrastructure or (b) the scheduled value of each completed portion of the Public Infrastructure as set forth in the Schedule of Values attached hereto;
- vii. all payments requested under this Requisition are for Public Infrastructure items (i) which are of a quality and construction acceptable under this Agreement and (ii) which have not been previously paid;

- viii. there are no liens outstanding against the site of the Public Infrastructure except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by City or otherwise not prohibited by the Development Agreement;
- ix. Developer is not in default under the Development Agreement; and
- x. no governmental body has lawfully issued the equivalent of a stop order with respect to any portion of the Public Infrastructure

Submitted by:	
DEVELOPER	
By: Its:	
Approved:	
CITY OF STATESBORO, GEORGIA	
By:	_

SCHEDULE G

SOURCES AND USES STATEMENT

Sources are from internal/external sources, debt or equity financing.

Uses are as described in the Development Agreement.

CITY OF STATESBORO

COUNCILPhil 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: Mayor and City Council

From: Leah Harden, City Clerk

Date: 1/30/2020

RE: Boards and Commissions Vacancies

Policy Issue: Vacancies: 1) Keep Statesboro-Bulloch Beautiful Board 3 Vacancies 2) Statesboro Tree Board – 3 Vacancies 3) Statesboro Beautification Commission – 4 Vacancies

Recommendation: Send out nominations to fill vacancy (ies)

Background:

Sec. 2-36. - Appointment.

(c)Body chairperson shall notify the city clerk of any vacancy or pending vacancy of a seat over which the city has appointment powers.(d)At next regularly scheduled council meeting city clerk shall notify mayor and council of the vacancy during department head reports. If public applications are required or requested such announcement shall be made at this time.(e)Mayor and council shall send any nominations to fill vacancy(ies) to city clerk via email prior to the next regular meeting of mayor and council.(f)City clerk shall produce a list of nominees and/or applications to be presented to mayor and council for consideration during executive session.(g)Vacancy shall be discussed in executive session upon motion to do so.(h)Any action taken by mayor and council as a result of the executive discussion, including but not limited to appointment of body member(s), shall be made in open session of the meeting.

Budget Impact:

None

Council Person and District:

N/A (citywide)