



**March 19<sup>th</sup>, 2019 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Derek Duke
3. Recognitions/Public Presentations
  - A) Presentation of Comprehensive Annual Financial Report by Richard Deal
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 03-05-2019 Council Minutes
    - b) 03-12-2019 Called Council Minutes
    - c) 03-12-2019 Called Executive Session Minutes
  - B) Consideration of a Motion to approve the surplus of 13 firearms that have either been forfeited or are evidence firearms that are no longer needed for prosecution.
6. Public Hearing and Consideration of a Motion to Approve Alcohol License Application:
  - A) Board and Brush  
Johnna Eaton  
20 S. Main St.  
Statesboro, Ga. 30458
7. Public Hearing and First Reading of **Ordinance 2019-01**: An Ordinance amending the application of the City's open container exemptions to DSDA sanctioned events.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 19-02-01**: Walmart Stores, Inc. requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance regarding the maximum number of building signs allowed in Sign District #3 (Tax Parcel MS74 000198A 036).
9. Consideration of a Motion to enter into an Intergovernmental Agreement (IGA) between the Georgia Environmental Finance Authority ("GEFA") and the City of Statesboro for 5.5 million dollars in direct investment funds.
10. Consideration of a Motion to Approve the Downtown TAD Advisory Committee's by-laws and policies and procedures.
11. Consideration of a Motion for Mayor and Council to appoint a member to the Statesboro Diversity and Inclusion Committee to fill a vacancy.

12. Consideration of a Motion to approve **Resolution 2019-09**: A Resolution imposing 2019 interim alcoholic beverage fees for renewals of current alcoholic beverage licenses due, based on City fiscal year, but a wholesale change of on premises consumption types and fees, as well as transitioning to calendar year basis for licenses.
13. Consideration of a Motion to award the purchase of a CNG Ford F-250 truck for the Natural Gas Department to Allan Vigil Ford as they offered the lowest responsive bid in the amount of \$40,492.00. This vehicle has a budgeted amount of \$46,000.00 and is budgeted in fiscal year 2019 under CIP# NGD-54.
14. Consideration of a Motion to Approve Award of Contract to Blanchard Equipment Company in the amount of \$99,000.00 for the purchase of a tractor and mower in the Solid Waste Disposal Division. Funding is provided by 2013 SPLOST funds.
15. Other Business from City Council
16. City Managers Comments
17. Public Comments (General)
  - A) Mr. Thomas Renfrow has asked to address Council regarding the blight ordinance
18. 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)
19. Consideration of a Motion to Adjourn



CITY OF STATESBORO  
COUNCIL MINUTES  
March 5, 2019

Regular Meeting                      50 E. Main St. City Hall Council Chambers                      9:00 AM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Councilman Sam Jones gave the Invocation and Pledge of Allegiance.

**ATTENDENCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: City Manager Randy Wetmore, City Attorney Cain Smith and City Clerk Sue Starling

3. **Recognitions/Public Presentations**

A) Proclamation recognizing "School Social Work Week"

Dr. Deborah Mangum, Director of Student Support Services for Bulloch Schools accepted the proclamation.

4. **Public Comments (Agenda Item):** None

5. **Consideration of a Motion to approve the Consent Agenda**

A) **Approval of Minutes**

- a) **02-05-2019 Executive Session Minutes**
- b) **02-19-2019 Called Council Minutes**
- c) **02-19-2019 Executive Session Minutes**
- d) **02-19-2019 Council Minutes**
- e) **02-19-2019 Executive Session Minutes**
- f) **02-26-2019 Called Council Minutes**

A motion was made to approve the consent agenda as written.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilman Jeff Yawn

**SECONDER:**

Councilman John Riggs

**AYES:**

Boyum, Jones, Yawn, Riggs, Duke

**ABSENT**

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**6. Consideration of a motion to award a contract to Southern Civil, Inc. in the amount of \$164,927.00 for the installation of a new UV Disinfection System at the Waste Water Treatment Plant with ATC proceeds approved in the 2019 CIP Budget item# WWD 151.**

A motion was made to award the contract.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilman Phil Boyum
<b>SECONDER:</b>	Councilman John Riggs
<b>AYES:</b>	Boyum, Jones, Yawn, Riggs, Duke
<b>ABSENT:</b>	

**7. Consideration of a Motion to set the “Budget Retreat” date for either April 5th, 9th or 19th at 8:00 am.**

A motion was made to set the Budget Retreat for April 5<sup>th</sup>, 2019

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilman Jeff Yawn
<b>SECONDER:</b>	Councilman Derek Duke
<b>AYES:</b>	Boyum, Jones, Yawn, Riggs, Duke
<b>ABSENT:</b>	

**8. Consideration of a motion to direct the City Attorney to draft an ordinance regarding blight and vacancy in the city**

A motion was made to direct the City Attorney to draft an ordinance regarding blight and vacancy in the city

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilman Phil Boyum
<b>SECONDER:</b>	Councilman John Riggs
<b>AYES:</b>	Boyum, Jones, Yawn, Riggs, Duke
<b>ABSENT:</b>	



9. Consideration of a Motion to direct the City Attorney to draft an ordinance regarding the DSDA being allowed open container only during officially sanctioned events.

A motion was made to direct the City Attorney to draft an ordinance regarding the DSDA being allowed open container only during officially sanctioned events.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilman Phil Boyum
<b>SECONDER:</b>	Councilman Sam Jones
<b>AYES:</b>	Boyum, Jones, Yawn, Riggs, Duke
<b>ABSENT:</b>	

#### 10. Other Business from City Council

Councilman Derek Duke stated the Core of Engineers was interested in participating and contributing to the Blue Creek Project.

#### 11. City Managers Comments

Director of Engineering and Public Works, Jason Boyles reminded everyone of the meeting for the feasibility study on Thursday.

Councilman Boyum there was a Census meeting scheduled for Thursday.

#### 12. Public Comments (General) None

#### 13. 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.

#### 14. Consideration of a Motion to Adjourn

A motion was made to adjourn the council meeting.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilman Jeff Yawn
<b>SECONDER:</b>	Councilman John Riggs
<b>AYES:</b>	Boyum, Jones, Yawn, Riggs, Duke
<b>ABSENT:</b>	

The meeting was adjourned at 9:24 am



CITY OF STATESBORO  
CALLED COUNCIL MINUTES  
MARCH 12<sup>th</sup>, 2019

Called Meeting                      50 E. Main St. City Hall Council Chambers                      8:00 AM

1. **CALL TO ORDER**

Mayor Pro Tem John Riggs called the meeting to order.

2. **INVOCATION AND PLEDGE**

Councilman Jeff Yawn gave the Invocation and Pledge of Allegiance.

**ATTENDENCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	8:29 am
Phil Boyum	Councilmember	Present	8:20 am
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: City Clerk Sue Starling.

3. 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)

A motion was made to enter into Executive Session to discuss Personnel Matters

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilman Jeff Yawn

**SECONDER:**

Councilman Derek Duke

**AYES:**

Jones, Yawn, Riggs, Duke

**ABSENT**

Phil Boyum

A motion was made to exit Executive Session at 9:50 am

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilman Jeff Yawn

**SECONDER:**

Councilman Derek Duke

**AYES:**

Boyum, Jones, Yawn, Riggs, Duke

**ABSENT**

The meeting was adjourned at 9:50 am.



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Randy Wetmore, City Manager

FROM: Mike Broadhead, Chief of Police *MB*

DATE: March 19, 2019

RE: Property and Evidence Firearms to be Sold as Surplus.

POLICY ISSUE: Council agreement to surplus firearms

RECOMMENDATION: That Council accept the high bid for a bloc of firearms to be sold as surplus.

BACKGROUND: The police department is currently holding 13 firearms that have either been forfeited or are evidence firearms that are no longer needed for prosecution. In each instance, the police department is the official owner of these firearms through court orders. The bloc of firearms was put out for bid to several Federal Firearms License (FFL) dealers with the request that the value of the firearms be provided as "store credit" for future police department purchases for equipment, practice ammunition, or other firearms suitable for use by officers. We received three bids, with GT Distributors of Georgia having the highest bid at \$4,005.00.

BUDGET IMPACT: No direct budget impact. Future equipment purchases that will not require operational dollars.

COUNCIL DISTRIBUTION: All

ATTACHMENTS: List of firearms for surplus, copies of three bids.

## STATESBORO POLICE DEPARTMENT FIREARM LIST

Case #	Make	Model	Caliber	Serial #	Civil Action #
1) 2017-01510	Glock	19	9	BCWM585	SU17CV062P
2) 2017-01510	Serbia	AK47	7.62	M92PV061795	SU17CV062P
3) 2017-01510	MasterPiece		9	FJ01869	SU17CV062P
4) 2017-02662	S&W	SW380	.380	RAH5021	SU17CV129W
5) 2017-02662	Taurus	PT111 G2	9	TJT76448	SU17CV129W
6) 2017-02832	Anderson	AR-15	556	10157F12	SU17CV228W
7) 2017-02832	DSA	FN FAL	308	DS36247	SU17CV228W
8) 2017-02832	Lancaster	AK-47	556	LM00120	SU17CV228W
9) 2017-02832	Remington	700	7mm-08	G6562309	SU17CV228W
10) 2017-02832	Mossberg Mav	88	12 Gauge	MV77912L	SU17CV228W
11) 2017-03513	FEG	AK-47	762	EE0790H	SU17CV180P
12) 2017-03513	Springfield	XD-40	40	GM153887	SU17CV180P
13) 2017-04198	Sig Sauer	Mosquito	22	F193669	SU17CV230W



GT Distributors of Georgia  
 P.O. Box 458  
 Rossville GA 30741  
 (706) 866-2764 Ext. 0000

Quote	QTE0029872
Date	3/11/2019
Page:	1

**Bill To:**

Statesboro Police Department (GA)  
 25 W. Grady Street  
 Attn: Accounts Payable  
 Statesboro GA 30458

**Ship To:**

Statesboro Police Department  
 25 W. Grady Street  
 Statesboro GA 30458

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
GUN TRADE 2019/03/	000928	04		NET 30	0/0/0000	894,888

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	LOT OF GUNS*	Lot of Guns	EA	(\$4,005.00)	(\$4,005.00)
1	NOTES:	Notes	EA	\$0.00	\$0.00
1	NOTES:	All guns must be fully functional to receive full trade value. Notes	EA	\$0.00	\$0.00
		The agency is responsible for packaging and all freight charges on trades to G T Distributors.			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your Salesperson is Ryan Mowrer. Thank you

<b>Subtotal</b>	(\$4,005.00)
<b>Misc</b>	\$0.00
<b>Tax</b>	\$0.00
<b>Freight</b>	\$0.00
<b>Total</b>	(\$4,005.00)

# Quotation

## Clyde Armory Inc

4800 Atlanta Highway  
Athens, GA 30606  
706-549-1842  
[www.clydearmory.com](http://www.clydearmory.com)

March 11, 2019



Robert W. Bryan  
Deputy Chief  
Statesboro Police Department  
25 West Grady Street  
Statesboro, GA 30458  
Phone: (912)212-2302  
Fax: (912)688-6077  
[www.statesboroga.gov](http://www.statesboroga.gov)

Salesperson	Email	Telephone	Quote valid for
Robert Ford	<a href="mailto:rob@clydearmory.com">rob@clydearmory.com</a>	706-549-1842 X210	30 days

Qty	Description	Unit Price	Line Total
1.00	Clyde Armory Offers credit for 13 weapons on attached spreadsheet	\$ (2,759.00)	\$ (2,759.00)
<b>Total Credit</b>			\$ (2,759.00)

\*A 3% fee will be added for all payments made with a Credit Card

Thank you for your business!

AAC Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch LMT Magpul  
Magtech Mossberg Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon





Mike Broadhead <mike.broadhead@statesboroga.gov>

**Fwd: GUN BID**

1 message

**Rob Bryan** <rob.bryan@statesboroga.gov>  
To: Mike Broadhead <mike.broadhead@statesboroga.gov>

Tue, Mar 12, 2019 at 11:32 PM

Bid from TC Outdoors



**Robert W. Bryan**  
**Deputy Chief**  
Statesboro Police Department  
25 West Grady Street  
Statesboro, GA 30458  
Phone: (912)212-2302  
Fax: (912)688-6077  
[www.statesboroga.gov](http://www.statesboroga.gov)

***"Duty, Honor, Community"***

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----- Forwarded message -----

From: **TC Outdoors** <[info@tc-outdoors.com](mailto:info@tc-outdoors.com)>  
Date: Thu, Mar 7, 2019 at 3:06 PM  
Subject: GUN BID  
To: Rob Bryan <[rob.bryan@statesboroga.gov](mailto:rob.bryan@statesboroga.gov)>

TC OUTDOORS WILL OFFER 2800 DOLLARS IN TRADE FOR THE LISTED FIREARMS  
KELLY WATERS

--



**OUTDOORS**  
YOUR HUNTING & FISHING HEADQUARTERS

**912. 489.3474**  
1242 Northside Drive  
Statesboro, GA 30458

M – F 8 a.m. – 6 p.m.  
Sat. 7 a.m. – 5 p.m.  
Sun Closed

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: Board and Brush  
D/B/A Name
2. APPLICANT'S NAME: Eaton Enterprises LLC  
(Name of partnership, llc, corporation, or individual)
3. BUSINESS LOCATION ADDRESS: 205 Main St. STE# \_\_\_\_\_
4. BUSINESS MAIL ADDRESS: 178 Plum Tree Ln.  
CITY: Swainsboro STATE: GA ZIP CODE: 30401
5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 436-3739  
CORPORATE OFFICE TELEPHONE NUMBER: (478) 494-0097
6. CONTACT NAME FOR BUSINESS: Johnna Eaton  
TELEPHONE NUMBER FOR CONTACT PERSON: 478-494-0097
7. NAME OF MANAGER: Johnna Eaton  
(Person responsible for Alcohol Licensing issues)  
TELEPHONE NUMBER FOR MANAGER: 478-494-0097 (contact)  
ADDRESS OF MANAGER: 178 Plum Tree Ln.  
(Street, Road, RFD No., P. O. Box No.)  
CITY: Swainsboro COUNTY: Emanuel STATE: GA ZIP: 30401
8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)  
NEW MANAGER \_\_\_\_\_ NEW BUSINESS: X NEW OWNER: \_\_\_\_\_  
PREVIOUS OWNER'S NAME: NA  
BUSINESS NAME CHANGE: \_\_\_\_\_ PREVIOUS BUSINESS NAME: \_\_\_\_\_  
ADDRESS CHANGE: \_\_\_\_\_ PREVIOUS ADDRESS: \_\_\_\_\_  
LICENSE CLASS CHANGE: BEER \_\_\_\_\_ WINE \_\_\_\_\_ LIQUOR \_\_\_\_\_ OTHER \_\_\_\_\_



9. INDICATE WHERE BUSINESS WILL BE LOCATED:

Above Ground  Street or Ground Floor Level

SEC. 6-10(D) ANY PERSON WITHIN THE CITY OF STATESBORO WHO WORKS AS A BOUNCER, EITHER AS AN EMPLOYEE, AGENT, OR SUBCONTRACTOR WHOSE RESPONSIBILITIES IN AN ESTABLISHMENT THAT IS LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION SHALL HAVE THEIR ALCOHOLIC BEVERAGE SECURITY PERMIT ON THEIR PERSON AT ALL TIMES WHILE ACTING AS AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF THE LICENSEE. AN ALCOHOLIC BEVERAGE SECURITY PERMIT SHALL BE READILY AVAILABLE FOR INSPECTION UPON THE REQUEST OF ANY STATESBORO POLICE DEPARTMENT OFFICER, CITY CODE ENFORCEMENT OFFICER, OR THE CITY MANAGER OR HIS DESIGNEE.

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

CALCULATION OF BASIC LICENSE FEE: FOR CALENDAR YEAR 2019

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

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

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

TOTAL ANNUAL LICENSE FEE: \$ \_\_\_\_\_

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ \_\_\_\_\_

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

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

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

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

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? \_\_\_\_\_

12. IF APPLICANT IS A PARTNERSHIP, L.L.C. or L.L.P.: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: Eaton Enterprises LLC  
178 Plum Tree Ln. Swainsboro, GA 30401

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? No

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? Certificate of Organization

13. MEMBERS OF L.L.C. and/or PARTNERS: Johnna Ware Eaton

FULL LEGAL NAME: Eaton Enterprises LLC PHONE# 478-494-0097

FULL LEGAL NAME: Johnna Ware Eaton PHONE# 478-494-0097

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

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

(ATTACH ADDITIONAL PAGES IF NECESSARY)

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

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: \_\_\_\_\_  
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: \_\_\_\_\_

MAIL ADDRESS IF DIFFERENT: \_\_\_\_\_

DATE AND PLACE OF INCORPORATION: \_\_\_\_\_

DO YOU HAVE A SHAREHOLDERS AGREEMENT? \_\_\_\_\_

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

15. OFFICERS:

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

FULL LEGAL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

RACE: \_\_\_\_\_ SEX: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ SOCIAL SECURITY NO: \_\_\_\_\_

% STOCK OWNED: \_\_\_\_\_ OFFICE HELD: \_\_\_\_\_

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

\_\_\_\_\_  
(ATTACH ADDITIONAL PAGES IF NECESSARY)



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

NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

FULL NAME: \_\_\_\_\_ PHONE# \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_

(ATTACH ADDITIONAL PAGES IF NECESSARY)

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

JS Mathews Properties - 20 S. Main St.  
Statesboro, GA 30458

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

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

~~General Bldg. 118 1st St. S.E.~~  
JS Mathews Properties Statesboro, GA

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

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

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

Answer: YES \_\_\_\_\_ NO X If yes, give full details on separate sheet

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

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

25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation ( i ) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; ( ii ) of a crime involving moral turpitude; or ( iii ) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?

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

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

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

27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity ?

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

28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.

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

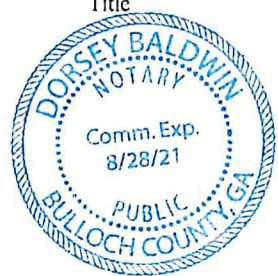
29. Will live nude performances or adult entertainment be a part of this business' operations?

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

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

Johna Eatan  
Print Full Name As Signed Below  
Johna Eatan Owner  
Signature of Applicant Title

1/25/19  
Date



SWORN TO AND SUBSCRIBED BEFORE ME THIS  
25 DAY OF January 2019  
Dorsey Baldwin  
NOTARY PUBLIC (SEAL)  
My Commission Expires: 8/28/21

**Board and Bush  
20 South Main St.  
Statesboro Ga 30458**

*Please enter your recommendations and comments with your full name.*

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Justin Williams	Approve	See Memo
<b>Fire Department</b>	Carlos Nevarez	Approve	Business owner need to come by SFD for Alcohol Occupancy Load Certificate.
<b>Police Department</b>	James Winskey	Approve	Need to determine type of business under 6-3 premises definitions.
<b>Legal</b>	Cain Smith	Approve	As low volume licensee

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Sam Lee Jones  
Jeff B. Yawn  
John C. Riggs  
Derek Duke



Jonathan McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Cain Smith, City Attorney

**Date:** March 13, 2019

**RE:** March 19, 2019 City Council Agenda Items

**Policy Issue:** Open container exemptions for DSDA events

**Recommendation:** Review and first reading of attached amendment of Section 6-17

**Background:** Councilman Boyum requested ordinance amendment regarding the application of the City's open container exemptions to DSDA sanctioned events at the March 5, 2019, Council meeting.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Ordinance amendment 2019-01



Ordinance 2019-01

6-17

(j) Application to Downtown Statesboro Development Authority events: This prohibition shall not apply to any event approved by DSDA Board of Directors, officially sanctioned by the DSDA, and held in a predetermined area agreed to by DSDA and SPD. The DSDA Executive Director shall give notice of time and duration of such event to Chief of SPD, Chief of SFD, and City Clerk not less than ten (10) days prior to event. DSDA will be exempt from the cost requirements set out in subsection (d)(2).

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Sam Jones, District 2  
Jeff Yawn, District 3  
John Riggs, District 4  
Derek Duke, District 5



Jonathan M. McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Owen Dundee, City Planner II

**Date:** March 11, 2019

**RE:** March 19, 2019 City Council Agenda Items

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

**Recommendation:** Staff recommends approval of the variance requested by application V 19-02-01 with conditions.

**Background:** Walmart Stores, Inc. requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance regarding the maximum number of building signs allowed in Sign District 3 (Tax Parcel MS74 000198A 036).

**Budget Impact:** None

**Council Person and District:** Duke(District 5)

**Attachments:** Development Services Report V-19-02-01.



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

P.O. Box 348  
 Statesboro, Georgia 30458

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

<b>V-19-02-01</b>	
<b>VARIANCE REQUEST</b>	
<b>349 BRAMPTON AVENUE – WALMART NEIGHBORHOOD MARKET</b>	
<b>LOCATION:</b>	349 Brampton Avenue
<b>REQUEST:</b>	Variance from Article XV Section 1509(C) Table regarding the maximum number of building signs allowed in Sign District 3.
<b>APPLICANT:</b>	BRR Architecture, Inc.
<b>OWNER(S):</b>	Walmart Stores Inc.
<b>ACRES:</b>	5.61 Acres
<b>PARCEL TAX MAP #:</b>	MS74 000198A 036
<b>COUNCIL DISTRICT:</b>	District 5 (Duke)

Case # V 19-02-01  
 349 Brampton Ave  
 Parcel: MS74000198A036

**PROPOSAL:**

The applicant requests a variance from Article XV Section 1509(C) Table 5 of the *Statesboro Zoning Ordinance* regarding the maximum number of building signs allowed in Sign District 3. (See **Exhibit A – Location Map**). Specifically, the applicant’s goal is to install one (1) additional building sign on the front elevations for the Walmart Neighbor Market’s On-line grocery pick-up service.

**BACKGROUND:**

Currently, the site is occupied by a Walmart Neighborhood Market. The applicant was approved for two (2) new wall signs totaling 145.59 sq. ft. of building signage on the front elevation on August 26, 2014 (See **Exhibit E—Permit 2634**). The applicant is proposing to install one (1) additional wall sign to the front elevation as well. The size would not exceed the allowed square footage, but per Table 5, only one building sign per elevation is permitted.

**SURROUNDING LAND USES/ZONING:**

<b>ZONING:</b>		<b>LAND USE:</b>
<b>NORTH:</b>	CR (Commercial Retail)	Hampton Inn & Suites Hotel & Core Credit Union Construction Site
<b>SOUTH:</b>	CR (Commercial Retail) & PUD/CR (Planned Unit Development w/ Commercial Retail Overlay)	Professional Business Office Park, BBWH Insurance Company Offices, Smoothie King, Great Clips Hair Salon, Vacant Retail Space & Vacant Land
<b>EAST:</b>	CR (Commercial Retail)	McDonald’s Restaurant, Panda Express Restaurant, & Walmart Gas Station
<b>WEST:</b>	CR (Commercial Retail)	Walker Pharmacy & Boutique

The subject property is located within the CR (Commercial Retail). Surrounding parcels include retail, restaurant, hotel, office, and vacant land uses, such as Smoothie King, McDoland’s Hampton Inn & Suites, Market District Retail, etc. (See **Exhibit A –Location Map & Exhibit C—Photos of Subject Site**).

**ATTACHMENTS:** **Exhibit A** (Location Map), **Exhibit B** (Future Development Map), **Exhibit C** (Photos of Subject Site), **Exhibit D** (Sec. 1509(C) Table 5), **Exhibit E** (Permit 2634), **Exhibit F** (Proposed Signage), **Exhibit G** (Variance Criteria)

**COMPREHENSIVE PLAN:**

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<b><u>“Activity Centers/Regional Centers”</u></b>	
<b><i>Vision</i></b>	<b><i>Suggested Development &amp; Implementation Strategies</i></b>
Currently dominated by auto-oriented design and large surface parking lots, the <b>Activity Centers</b> will evolve into pedestrian-oriented shopping, office, and entertainment places that may also accommodate high-density residential development. Where excess parking is located, infill development can break up large surface lots. Tree plantings and landscaping will be generous to soften the development intensity in these areas. Access to these activity centers will be easily achieved for pedestrians, cyclists, and drivers alike.	<ul style="list-style-type: none"><li>• New developments that contain a mix of residential, commercial uses and community facilities at small enough scale and proximity to encourage walking between destinations.</li><li>• Include community gathering places, such as squares, plazas, etc. into commercial and mixed use developments.</li><li>• Infill and redevelopment in these areas should occur according to a master plan that allows for mixed uses, transportation choices, and urban design that mitigates the appearance of auto-dependence.</li></ul> <p><i>Statesboro Comprehensive Master Plan, Community Agenda page 25-26.</i></p>

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

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

*Statesboro Comprehensive Master Plan, Community Agenda page 11.*

**ANALYSIS**

**I. Variance from Article XV Section 1509(C) Table 5: Sign District 3 Dimension standards to allow for installation of one additional building sign on the front building elevation.**

The applicant is requesting a variance from Article XV (Signs) regarding the maximum number of building signs allowed in Sign District 3. Article XV (Signs) Section 1509 of the *Statesboro Zoning Ordinance* regulates the dimensional standards for all building signs within the City of Statesboro. The subject site is located in the CR (Commercial Retail) zoning district and is regulated by the dimensional standards of Sign District 3. The ordinance states that one building sign is permitted per elevation (See **Exhibit D**—Section 1509(C) Table 5).

The applicant has installed two (2) building signs on the front elevation, at a size of 145.59 sq ft collectively, and the intention of this request is to allow for the installation of one (1) additional signs for the Walmart Neighborhood Market’s On-line grocery pick-up service. This does not exceed the maximum square footage allowed for this planned commercial center, but would bring the **total number of building signs to 3 for the front building elevation**, which is an **additional 2 signs** over the maximum allowed (See **Exhibit F**—Proposed Signage).

## ANALYSIS (Cont'd)

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that "Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article." However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which provides for the award of variances by the City Council from the zoning regulations stating that "approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done" and **Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request** (See Exhibit G – Variance Criteria):

1. **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

## RECOMMENDATION:

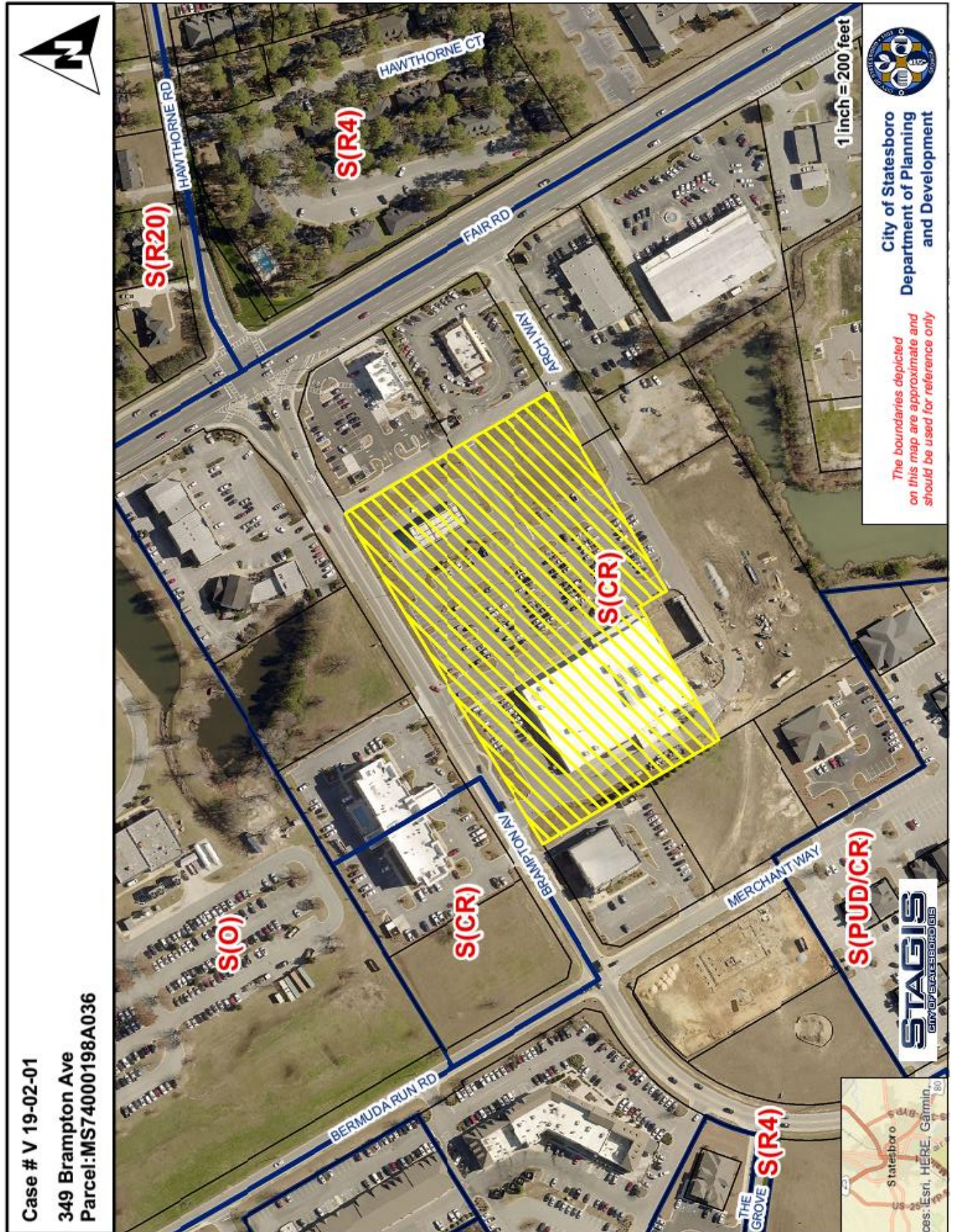
Staff recommends approval of the variance requested by application **V 19-02-01** with the staff condition(s).

At the regularly scheduled meeting held Tuesday, March 5, 2019 at 5:00 PM, the Planning Commission voted 5-0 to approve application **V 19-02-01** with the following staff condition(s):

1. Approval of this variance does not allow the construction of the proposed signage. Applicant will be required to submit a sign permit application for staff review and approval prior to construction commencement.
2. Property owner(s) shall diligently monitor the number of temporary/real estate style signs and remove any such sign(s) within the time allotted, 30 days per the Market District Restrictive Covenants.



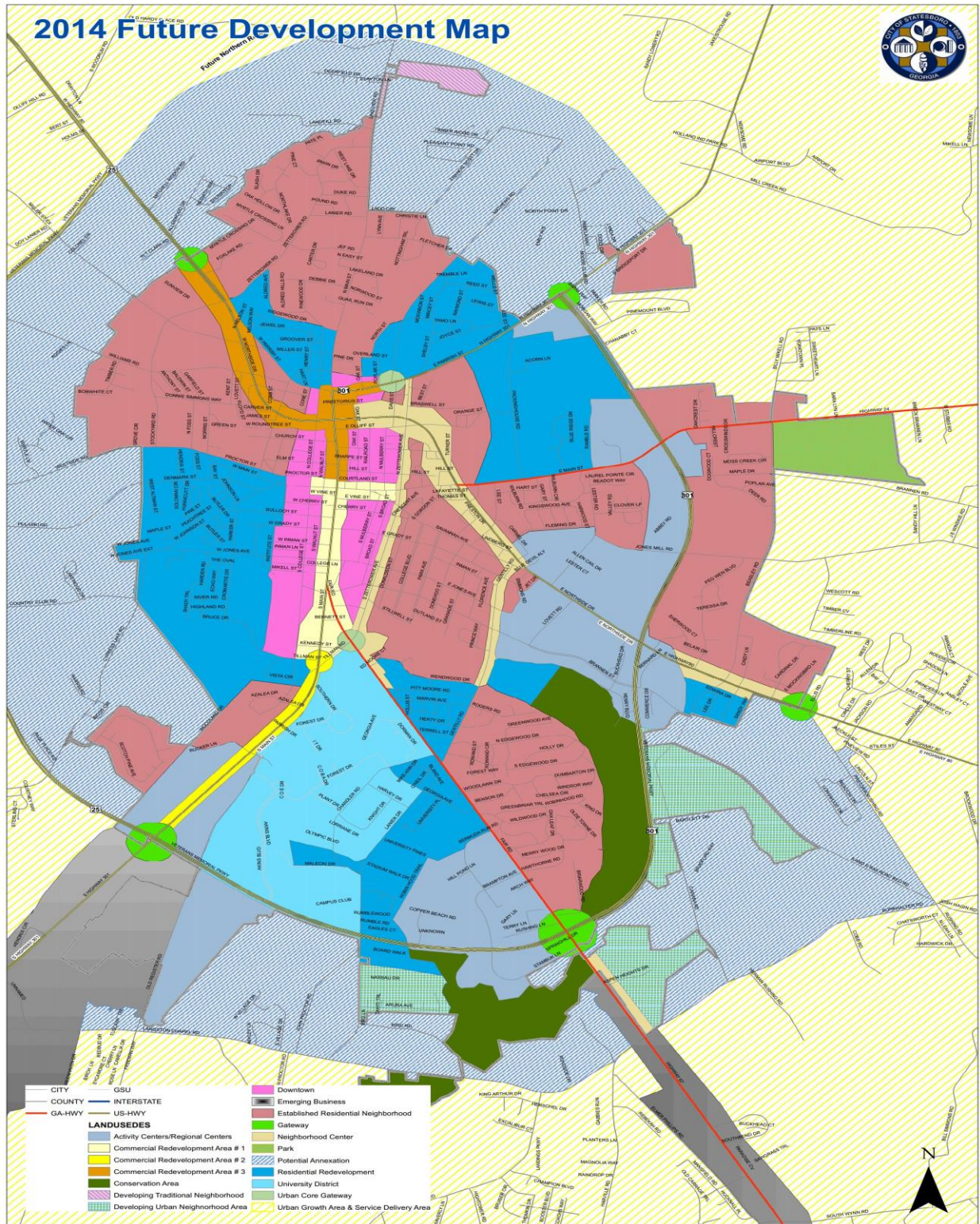
EXHIBIT A: LOCATION MAP



Case # V 19-02-01  
349 Brampton Ave  
Parcel: MS7400198A036



**EXHIBIT B: FUTURE DEVELOPMENT MAP**





**EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS**

**Picture 1:** Subject Site, currently Walmart Neighborhood Market and attached retail.



**Picture 2:** View of subject property and the area where V 19-02-01 is being requested.





**EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS**

**Picture 3:** View of the adjacent property to the east of the subject property, currently Walmart Gas Station.



**Picture 4:** View of the adjacent property to the east of the subject property, currently Panda Express Restaurant.



**EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS**

**Picture 5:** View of the adjacent property to the east of the subject property, currently McDonald's Restaurant.



**Picture 6:** View of the adjacent property to the west of the subject property, currently Walker Pharmacy & Boutique.





**EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS**

**Picture 7:** View of the adjacent property to the north of the subject property, currently Hampton Inn & Suites Hotel.



**Picture 8:** View of the adjacent property to the west of the subject property, currently Core Credit Union construction site and Market District retail/restaurants.



**EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS**

**Picture 9:** View of the adjacent property to the south of the subject property, currently vacant commercial land.



**Picture 10:** View of the adjacent property to the south of the subject property, currently professional office/business park.



**EXHIBIT D: SECTION 1509 TABLE 5**

Table 5. Sign District 3 Dimensional Standards

TABLE INSET:

<b>SIGN DISTRICT 3 (As defined in subsection 1509[A.3])</b>	<b>SIGN FOR AN INDIVIDUAL ESTABLISHMENT ON AN INDIVIDUAL LOT</b>	<b>MAJOR SIGN FOR PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT</b>	<b>BUSINESS SIGN FOR AN INDIVIDUAL ESTABLISHMENT, SHOP, ETC., WITHIN A PLANNED COMMERCIAL OR INDUSTRIAL CENTER OR DEVELOPMENT</b>
<b>AGGREGATE SIGN AREA*:</b>			
1. Maximum Number of Total Square Feet (SF)	150 square feet including freestanding and building signs	Size is based upon the overall floor space of the center as follows: 0-50,000 sf = 100 sf > 50,000 sf = 150 sf	Not applicable
<b>FREESTANDING SIGNS**:</b>			
2. Freestanding Sign Maximum Square Feet	60 square feet	Varies per overall floor space of the center (See "Aggregate Sign Area" herein)	Not applicable
3. Maximum Height	8 feet	15 feet	Not applicable
4. Setback Requirement	5 feet from property line	5 feet from property line	Not applicable
5. Number of Signs Allowed	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs	One sign structure per road frontage not to exceed the maximum allowable square footage & a total of two (2) such signs	Not allowed
<b>BUILDING SIGNS:</b>			
1. Maximum Number of Total Square Feet	Wall length of 100 feet or less: 50 square feet. Wall length of greater than 100 feet: 100 square feet.	60 square feet	The greater of 60 sf or 5% of wall areas, allotted to the individual establishment
2. Maximum Height	Building elevation	Building elevation	Building elevation
3. Number of Building Signs Allowed***	One per elevation	One sign per common entrance	One per building elevation per tenant
<p><i>*As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</i></p> <p><i>**Limited to monument and standard informational signs. Billboards and stanchion signs prohibited as provided in Table 2 herein.</i></p> <p><i>*** Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p>			





**CITY OF STATESBORO**  
Planning and Development  
50 East Main Street  
P.O. Box 348  
Statesboro, GA 30459  
912-764-0630

**SIGN PERMIT**

No. 2634

Business/Owner's Name: Wal-Mart Neighborhood Market #2858

Sign Location/Property Address: 349 Brampton Avenue

Applicant: Munn Enterprises, Inc. 7712 Hwy 49 N 7446, ext. 203 <sup>601-264-</sup>  
Name Address Phone

Contractor: Same as above  
Name Address Phone

Total Sign Area Approved: <u>212.89 sq. ft. - 2 signs</u>	Permit Fee: <u>\$262.89</u>
Permit Expiration (If applicable): <u>Full term</u>	Required Setback from property line: <u>5'</u>

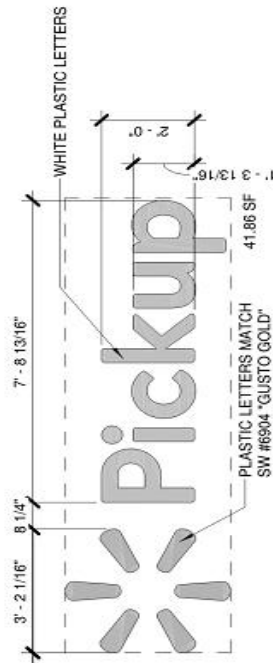
Owner/Contractor is hereby authorized to construct, erect, replace, modify, change panels, or leave unchanged the sign(s) as specified below:

Description of Approved Work:  
Three (3) new wall signs.  
two (2) changeable copy.  
four (4) canopy signs

Approved by: [Signature] Date: 8/26/14

Note: The application submitted has been reviewed and approved in accordance with the submitted application (and any supporting documentation) and article XV of the Statesboro Zoning Ordinance. The approved sign(s) must be constructed and installed in accordance with Article XV of the Statesboro Zoning Ordinance and construction must be substantially complete within six (6) months of permit issuance for this approval to remain valid. Electronic changeable copy signs must remain static for a minimum of eight (8) seconds and incorporate no transitional sequence between messages such as dissolves, fading, scrolling or animation.

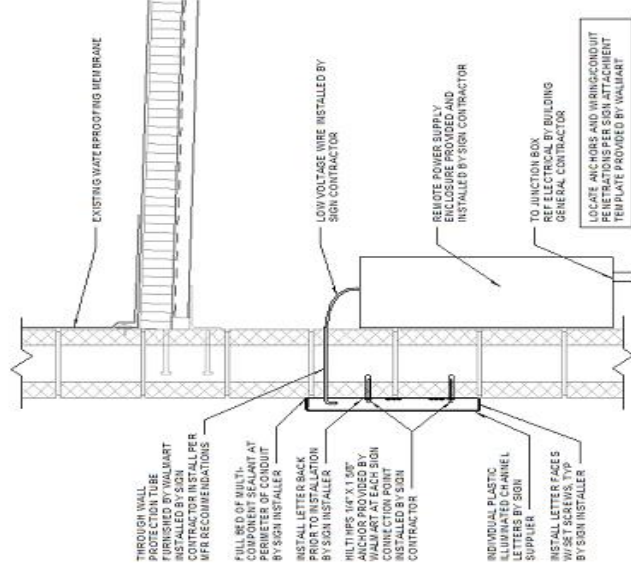
EXHIBIT F: PROPOSED SIGNAGE PLANS



**SIGN DETAIL**

SIGNAGE SCHEDULE						
SIGNAGE LOCATION	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
<b>FRONT SIGNAGE</b>						
Walmart (EXISTING)	1	LED	WHITE			
Neighborhood Market (EXISTING)	1	LED	GREEN	3'-6"		
Spark (EXISTING)	1	LED	YELLOW	1'-6"	59.88 SF	188.42 SF
Pharmacy Drive Thru > (EXISTING)	1	N/A	WHITE	2'-0"	59.88 SF	59.88 SF
Pickup (NEW)	1	LED	WHITE	2'-0"		
Spark (NEW)	1	LED	YELLOW	3'-6"	41.86 SF	41.86 SF
<b>TOTAL FRONT SIGNAGE</b>						<b>290.16 SF</b>

**SIGN SCHEDULE**



**SIGN ATTACHMENT**



**Re: Walmart Store #2858, 349 Brampton Ave., Statesboro, GA 30458, Variance Request V-19-02-01**

**Variance Consideration Points**

- There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district:
  - The Walmart Neighborhood Market is of a unique scale and format that allows multiple functions related to the underlying retail use under a single roof. For example, in addition to housing the main “Market” or grocery function, the store also offers not just the pickup of medications via the drive-thru lane/window along the side of the building, but customers can now order their groceries online and then park at the store where a store associate delivers the groceries to their vehicles. These three signs along the primary façade identify the separate-but-related functions for customer ease and convenience.
- The special conditions and circumstances do not result from the actions of the applicant:
  - The rapidly changing nature of retail and grocery sales necessitates flexibility in design and form, leading to the need for more ease and efficiency. While the design of the building is driven by the intended use at the time of initial design and construction, fluidity in the market has resulted in the evolving nature of the store’s services and offerings.
- The application of the ordinance to this particular piece of property would create an unnecessary hardship:
  - Without the successful consideration of the variance to allow three (3) wall signs on the front façade, potential confusion regarding the location and placement of parking etc. would ensue leading to inefficiency and potential safety concerns as customers would be left to determine where on-site the services would originate and it turn, where they would need to stage their vehicles to receive the service.
- Relief, if granted would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.
  - If granted, the variance would alleviate any potential detriment related to the evolving nature of grocery sales and would facilitate the safety and convenience of the general retail environment and store-specific services.

[www.brrarch.com](http://www.brrarch.com)

6700 Antioch Plaza, Suite 300, Merriam, KS 66204 MAIN 913.262.9095

Kansas City – Bentonville – Phoenix – San Francisco – Philadelphia – Atlanta – Austin – Seattle – Miami – Los Angeles – Chicago



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
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Sue Starling, City Clerk  
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50 EAST MAIN STREET • P.O. BOX 348  
STATESBORO, GEORGIA 30459-0348

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

**From:** Cain Smith, City Attorney

**Date:** March 7, 2019

**RE:** March 19, 2019 City Council Agenda Items

**Policy Issue:** Entering into IGA with Georgia Environmental Financing Authority (GEFA)

**Recommendation:** Mayor and Council consider approval of IGA with GEFA

**Background:** GEFA has offered the City \$5,500,000 in state direct investment funds under the Governor's Water Supply Program to construct an impoundment dam on Little Lotts Creek and its resulting upstream reservoir. In exchange GEFA would be entitled to 100% of the water supply yield thus created.

**Budget Impact:** None

**Council Person and District:** Sam Jones, District 2

**Attachments:** Water Supply Yield IGA with GEFA

## INTERGOVERNMENTAL AGREEMENT TO SHARE WATER SUPPLY YIELD

This Intergovernmental Agreement to Share Water Supply Yield (this “Agreement”) is made this \_\_\_\_\_ day of February, 2019 (the “Effective Date”) by and between the Georgia Environmental Finance Authority, a public corporation and instrumentality of the State of Georgia (“GEFA”) and The City of Statesboro (“Local Government”) (each a “Party” and collectively the “Parties”).

WHEREAS, on January 25, 2011, Governor Nathan Deal issued an Executive Order (“Executive Order”) directing GEFA to develop and implement the Governor’s Water Supply Program for development of new sources of water supply adequate to meet future water demand forecasts; and

WHEREAS, pursuant to the Executive Order, GEFA established a Water Supply Task Force to provide GEFA with expert guidance in developing the Governor’s Water Supply Program and to foster interagency cooperation in implementation of the Governor’s Water Supply Program; and

WHEREAS, the Report of the Governor’s Water Supply Task Force (the “Report”) was issued in December, 2011; and

WHEREAS, State of Georgia general obligation bond proceeds (the “Bond Proceeds”) have been made available through the Georgia Department of Community Affairs, a department and agency of the State of Georgia (“DCA”) for the purpose of funding water supply projects; and

WHEREAS, the Report recommends that the Bond Proceeds be used to purchase real property and other assets, or interests therein (collectively “Property Interests”), for the purpose of making such Property Interests available for use or possession in connection with water supply projects; and

WHEREAS, consistent with the legislative findings set forth in O.C.G.A. § 50-8-3(a) and the Georgia Water Supply Act of 2008 (the “Water Supply Act”), coordination between DCA and GEFA in the implementation of the Governor’s Water Supply Program serves the essential public interest in, and the purpose of, developing Georgia water supply projects; and

WHEREAS, the Board of Community Affairs has appointed GEFA as the sole and exclusive agent of DCA and the State of Georgia for the purpose of (a) acquiring, purchasing, utilizing, managing, transferring and disposing of Property Interests for and in connection with water supply projects under the Governor’s Water Supply Program and (b) for the purpose of administering the Bond Proceeds; and

WHEREAS, GEFA is authorized and empowered by the Water Supply Act to “make and execute contracts, lease agreements, and all other instruments necessary to exercise the powers of [GEFA] . . . such contracts, leases or instruments to include contracts for construction, operation, management, or maintenance of projects and facilities owned by . . . the state” (O.C.G.A. § 12-5-473(4)); and

WHEREAS, GEFA further is authorized and empowered by the Water Supply Act and by the Georgia Environmental Finance Authority Act at O.C.G.A.50-23-1 *et seq.* (the “GEFA Act”) to (a) “make all contracts and to execute all instruments necessary or convenient to its services, purposes, duties, responsibilities, or functions,” (b) to “contract with state agencies . . . for the use by [GEFA] of any property or facilities . . . of the state or any such state agency” and (c) to cooperate and act in conjunction with . . . state and local governments” (O.C.G.A. §§ 12-5-473 (2),(7),(8),(10); O.C.G.A. §50-23-5(b)(18)(19)); and

WHEREAS, pursuant to the Water Supply Act and the GEFA Act, state agencies and local governments are authorized and empowered to enter into contracts with GEFA (a) for the use of any property or facilities of the State of Georgia or any such State agency and (b) for the use by local governments of any facilities or services of GEFA (O.C.G.A. §12-5-473(8); O.C.G.A. §50-23-5(b) (19)); and

WHEREAS, pursuant to the Water Supply Act and the GEFA Act, state agencies and local governments are authorized and empowered to cooperate and act in conjunction with, and to enter into contracts or agreements with, GEFA to achieve or further the policies of the state as declared in the Water Supply Act (O.C.G.A. §12-5-473(10); O.C.G.A. §50-23-5(b)(24)); and

WHEREAS, Local Government is authorized and empowered to contract with other governmental entities; and

WHEREAS, Local Government proposes to design, construct, install and operate a certain water supply project as more particularly described in this Agreement at Section 104; and

WHEREAS, GEFA and Local Government have found and agreed that such water supply project will further the public purposes of the Governor’s Water Supply Program and the Water Supply Act; and

WHEREAS, pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia, GEFA and Local Government are authorized to contract with each other for a period not exceeding fifty years for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide.

NOW, THEREFORE, for and in consideration of the premises, the public benefit and the public purposes furthered by the water supply project hereinafter described and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GEFA and Local Government do hereby agree to the following terms and conditions of this Agreement for the purpose of facilitating the acquisition, construction and operation of such water supply project for the benefit of Local Government and GEFA and in furtherance of their public purposes.



ARTICLE ONE

DEFINITIONS

In addition to the meanings assigned to terms otherwise defined in this Agreement, the following terms shall be defined and shall have the meaning set forth in this Article One.

Section 101. Cost of Project. "Cost of the Project" shall mean, all costs of the following with respect to the Project: planning, design, and construction, the costs of all lands, properties, rights, easements and franchises acquired, the costs of all buildings, machinery, equipment and supplies, costs of compliance with environmental regulations and environmental protection, costs of engineering, architectural and legal expenses, costs of plans and specifications, costs of water conservation programs and activities, costs of wetlands mitigation and programs, cost of watershed protection, and other costs necessary or incident to determining the feasibility or practicability of the Project, administrative costs, and such other costs as may be necessary or incident to the construction of the Project, the placing of the same in operation, and the acquisition and condemnation of property necessary for such construction and operation. Costs of obtaining governmental approvals, certificates, permits and licenses with respect thereto heretofore or hereafter paid or incurred may include, in addition and without limitation, the following:

- (1) preliminary investigation and development costs, engineering fees, contractors' fees, costs of labor, materials, equipment, utility services and supplies, and legal costs;
- (2) all costs of insurance applicable to the period of construction; and
- (3) all other costs incurred by the Local Government and properly allocable to the acquisition and construction of the Project.

Section 102. Entitlement Share. "Entitlement Share" shall mean, with respect to either one of the Parties and for any State fiscal year, the percentage of the output and yield as set forth in the following Schedule of Entitlement Shares; provided, however that if either of the Parties assign or relinquish all or part of its Entitlement Share, the Entitlement Shares shall be modified in order that the sum of the remaining Entitlement Shares of the remaining Parties when so adjusted shall total one hundred per cent (100%).

<u>Party</u>	<u>Entitlement Share</u>
Local Government	0%
GEFA	100%

Section 103. Established Yield. "Established Yield" means the maximum rate of withdrawal which can be sustained during critical dry periods as established by a mathematical simulation of the reservoir operation, as it would have occurred during the worst historic drought for which applicable stream flow records are available.

Section 104. Project. Construction of an impoundment dam on Little Lotts Creek and creation of reservoir on currently privately held real property.

Section 105 Project Site. Site is in Statesboro, Bulloch County, Georgia, particularly in and around Parcel # MS41000035 000. Exact parameters of reservoir and placement of impoundment dam are currently unknown and subject to engineer findings and approval by Army Corps of Engineers and State EPD.

Section 106. State EPD. “State EPD” means the Environmental Protection Division of the Georgia Department of Natural Resources or any successor agency having jurisdiction over the allocation of the use of ground or surface water resources by water supply utilities in Georgia.

## ARTICLE TWO

### TERM

Section 201. Term. The term of this Agreement will begin on the Effective Date and will end at 5:00 o'clock p.m., prevailing legal time in Atlanta, Georgia on the fiftieth anniversary of the Effective Date.

Section 202. Termination for Project Cancellation. If at any time during the Term, the Project is terminated or cancelled, unreasonably delayed, or determined not to be environmentally or financially feasible, either Party to this Agreement may terminate this Agreement on thirty (30) days prior written notice to the other Party, without further obligation, duty or liability of GEFA to the Project or to Local Government. Upon termination of this Agreement under this Section 202 by either Party, Local Government shall pay and refund to GEFA an amount equal to the GEFA Entitlement Payment no later than ten (10) days after the date of termination.

## ARTICLE THREE

### PROJECT

Section 301. Project Responsibility of Local Government. Local Government shall acquire, design, construct, operate and manage the Project. The Project shall be designed to impound or store no less than 20 Million Gallons of raw water and to produce an Established Yield in the amount of 0.3 MGD (the “Minimum Established Yield”).

Section 302. Project Operation and Maintenance. Local Government at all times during the Term shall repair, maintain, operate and manage the Project in a safe, efficient and economical manner and in accordance with industry standards so as to produce the Minimum Established Yield.

Section 303. Permits. Local Government shall be responsible for obtaining and maintaining all licenses, permits, certifications, variances, entitlements, approvals and authorizations of governmental agencies (collectively “Project Permits”) necessary, required or useful for the use, ownership, or operation of the Project, including without limitation all environmental permits.

Section 304. Compliance with Laws. Local Government shall not use or permit the use of the Project for any purpose that is illegal or dangerous to persons or property. Local Government shall comply with all laws, ordinances, rules and regulations of appropriate governmental authorities applicable to the repair, maintenance, operation and management of the Project. Without limitation of the foregoing, Local Government will comply with all laws, rules and regulations applicable to the Project and governing the use, abatement, removal, storage, release, discharge, disposal or transport of any substances, chemicals or materials declared to be, or regulated as, hazardous or toxic.

Section 305. No Liens. Local Government shall not permit any lien or security interest to be placed on the Project or the Project Site that may adversely affect GEFA's Entitlement Share or that may interfere with or impair GEFA's right to GEFA's Entitlement Share.

Section 306. No Project Responsibility of GEFA. GEFA shall have no duty, responsibility or liability whatsoever for the acquisition, design, construction, repair, maintenance, operation or management of the Project, or for obtaining or maintaining any Project Permits.

Section 307. Project Expansion. If Local Government expands the impoundment or storage capacity of the Project or increases the Minimum Established Yield of the Project ("Expanded Project"), GEFA's Entitlement Share Percentage shall apply to, and shall be computed with respect to, the output and yield of the Expanded Project, unless otherwise agreed by GEFA.

## ARTICLE FOUR

### INSURANCE AND CASUALTY

Section 401. Casualty. If all or any part of the Project is damaged by fire or other casualty, Local Government will have the property damaged by such casualty repaired or restored to the condition in all material respects that existed immediately prior to the casualty at the sole cost and expense of Local Government. Local Government's architect will deliver a notice to both Parties within sixty (60) days after the date of any casualty stating the time required to repair and to restore the damage, and Local Government will use all reasonable efforts in good faith to repair and restore such damage within the estimated time period.

Section 402. Insurance. Local Government will carry and maintain, at its sole cost and expense, a policy or policies of All Risk Property Insurance, including flood and earthquake, written at replacement cost value and with a replacement cost endorsement covering the entire Project. In addition, Local Government will carry and maintain, at its sole cost and expense, a Commercial General Liability Insurance Policy covering the Project, providing, on an occurrence basis, a minimum combined single limit of One Million Dollars (\$ 1,000,000). Subject to Section 403, such insurance shall insure GEFA and the State of Georgia, including its officers, officials, and employees, and shall contain a waiver of subrogation endorsement. Local Government shall give GEFA and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance. Local Government shall provide GEFA with a



certificate of insurance evidencing Local Government's insurance prior to the Effective Date and upon renewal at least fifteen (15) days prior to the expiration of the insurance coverage.

Section 403. Tort Claims Act. Local Government acknowledges that GEFA and the State of Georgia and their employees, officers and officials are covered by the Georgia Tort Claims Act, O.C.G.A. § 50-21-21 et seq. (the "Tort Claims Act"), and to the extent that they are exempt from suit pursuant to the Tort Claims Act, shall not be a named insured on any public liability insurance policy. In addition, such insurance shall provide that the defense of any claim made against GEFA, the State of Georgia, or their officers, officials or employees shall be provided by the Attorney General of Georgia where the defense of such claim is vested by law in such office, and that the administration of claims shall be provided by the Georgia Department of Administrative Services.

## ARTICLE FIVE

### PAYMENT FOR ENTITLEMENT SHARE

Section 501. Consideration. For and as consideration for GEFA's Entitlement Share, GEFA shall pay to Local Government the total amount determined by the Entitlement Share Formula set forth below (the "GEFA Entitlement Payment"); provided, however, that in no event shall GEFA be obligated to pay more than the fixed, cost limitation of Five Million Five Hundred Thousand Dollars (\$ 5,500,000) for GEFA's Entitlement Share.

Section 502. Entitlement Share Formula.

Section 503. Payment Deadline. GEFA shall pay the GEFA Entitlement Payment to Local Government on or before December 31, 2019.

## ARTICLE SIX

### VOLUNTARY TRANSFERS OF ENTITLEMENT SHARES

Section 601. First Refusal. Local Government hereby grants to GEFA an exclusive right of first refusal to purchase all or any portion of Local Government's Entitlement Share in connection with the proposed sale by Local Government of all or any portion of Local Government's Entitlement Share to a proposed third party buyer. Neither all nor any portion of Local Government's Entitlement Share may be sold, transferred, assigned or disposed of to a proposed third party buyer without first offering such total or portion of Local Government's Entitlement Share to GEFA on the same terms and conditions as offered to or presented by the proposed third party buyer (the "Third Party Offer"). Local Government shall give written notice (the "First Refusal Notice") to GEFA of any Third Party Offer that is acceptable to Local Government. The First Refusal Notice must include a copy of the Third Party Offer or set forth all of the material terms of the Third Party Offer, including without limitation, the name of the proposed third party buyer, the percentage of Entitlement Share to be sold (the "Offered Interest") and the purchase price thereof, the method of payment of the purchase price, and all other material

provisions. GEFA shall have ninety (90) days after receipt of the First Refusal Notice to purchase the Offered Interest on the same terms and conditions as the Third Party Offer. The purchase by GEFA of the Offered Interest shall be closed the later of ninety (90) days after GEFA's receipt of the First Refusal Notice or the closing date specified in the Third Party Offer. In the event that GEFA does not elect to purchase the Offered Interest, Local Government shall have until the later of one hundred eighty (180) days after the date of the First Refusal Notice or the closing date specified in the Third Party Offer to sell the Offered Interest to the proposed third party buyer. If the sale of the Offered Interest to the proposed third party buyer is not completed with such time period or upon the terms of the Third Party Offer, Local Government shall not sell the Offered Interest until GEFA has been offered again the right to purchase the Offered Interest in accordance with the process set forth in this Section 701. No sale of an interest in an Entitlement Share shall be valid until the provisions of this Section 701 have been complied with and the third party buyer shall have executed and become a party to this Agreement. Nothing herein shall prevent the sale of all or any portion of Local Government's Entitlement Share to GEFA on such other terms and conditions as may be agreed upon between Local Government and GEFA.

Section 602. Transfer of GEFA's Entitlement Share. Notwithstanding the foregoing and upon thirty (30) days' prior written notice to Local Government, GEFA may transfer and assign the whole or any portion of GEFA's Entitlement Share (a) to any State of Georgia agency, department, authority, instrumentality or public corporation or (b) to any Georgia local government, authority, instrumentality or public corporation, including Local Government, without the prior approval or consent of Local Government.

## ARTICLE SEVEN

### GEFA ACTIVITIES AND FINANCIAL RECORDS

Section 701. GEFA Activities. Without limitation of any other provision of this Agreement, Local Government will cooperate with and permit GEFA, or any person or public entity designated by GEFA, to conduct the following activities:

(a) Local Government will permit GEFA, or any person or public entity designated by the GEFA, at reasonable times to enter in and on the Project Site for purposes of inspecting the Project.

(b) From time to time as prescribed by GEFA in writing to Local Government, Local Government will report in writing with regard to the design, acquisition, construction, maintenance, repair, replacement, implementation, operation and management of the Project.

(c) Upon request of GEFA, Local Government will make available any and all documents, materials and other information relating to the Project, including, but not limited to, copies of Local Government's annual budget for operation of the Project and comprehensive annual audits related to Local Government's operation of the Project for each applicable fiscal year.

Section 702. Financial Records. Local Government shall keep and maintain complete records, accounts and financial statements pertaining to the operation of the Project in accordance

with generally accepted accounting principles as adopted by the Governmental Accounting Standards Board.

Section 703. Audit by GEFA. During the term of this Agreement, GEFA will have the right to use employees or contractors of GEFA or employees or contractors of any State agency, department or public authority (“State Auditors”) for the purpose of performing audits that may be considered necessary by GEFA to determine the accuracy and correctness of the accounting and internal controls performed and maintained by Local Government with respect to the Project. Local Government will cooperate by furnishing the State Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the State Auditors. GEFA agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of Local Government’s operations.

## ARTICLE EIGHT

### EVENTS OF DEFAULT

Section 801. Default. Local Government shall be in default of this Agreement upon Local Government’s failure to comply with or perform any term, provision or covenant of this Agreement; provided that the failure of Local Government to comply with or perform any term, provision or covenant of this Agreement is not cured within thirty (30) days after written notice from GEFA to Local Government. However, if Local Government’s failure to comply cannot reasonably be cured within thirty (30) days, Local Government shall be allowed an additional sixty (60) day period as is reasonably necessary to cure the failure so long as (a) Local Government commences to cure the failure within thirty (30) days after notice from GEFA and (b) Local Government diligently pursues a course of action that will cure the failure and bring Local Government back into compliance with the terms, provisions and covenants of this Agreement. However, if Local Government’s failure to comply creates a hazardous condition, Local Government must commence to cure such failure promptly after notice to Local Government.

Section 802. Remedies. Upon any default by Local Government, GEFA shall have the right without notice or demand (except as expressly provided herein) to pursue any of its rights and remedies at law or in equity, including, without limitation, termination of GEFA’s participation in this Agreement. GEFA shall specify the date of GEFA’s termination of GEFA’s participation in this Agreement by written notice to Local Government. Upon termination by GEFA of GEFA’s participation in this Agreement, Local Government shall refund and pay to GEFA an amount equal to the GEFA Entitlement Payment no later than ten (10) days after the date of termination by GEFA of GEFA’s participation in this Agreement.

Section 803. Equitable Relief. Upon any default by Local Government or breach of this Agreement by Local Government, Local Government agrees that: (a) GEFA would suffer irreparable harm; (b) it would be difficult to determine damages, and money damages alone would be an inadequate remedy for the injuries suffered by GEFA; and (c) if GEFA seeks injunctive relief to enforce this Agreement or terminates this Agreement as provided herein, Local Government will waive and will not (i) assert any defense that GEFA has an adequate remedy at law with respect to any such default or breach or (ii) require GEFA to post a bond or any other security.



Nothing contained in this Agreement shall limit GEFA's right to any other remedies at law or in equity.

## ARTICLE NINE

### GENERAL PROVISIONS

Section 901. Representations and Warranties. Local Government represents and warrants that it has the authority to enter into this Agreement and to perform its covenants and obligations as set forth herein.

Section 902. Notices. All notices, demands, requests and other communications hereunder will be deemed sufficient and properly given if in writing and delivered in person to the following addresses or received by certified or registered mail, postage prepaid with return receipt requested, or via overnight delivery, at such addresses:

(a) If to GEFA:

Georgia Environmental Finance Authority  
233 Peachtree Tower, Suite 900  
Atlanta, GA 30303  
Attn: Executive Director

(b) If to Local Government:

City of Statesboro  
50 E. Main Street  
Statesboro, GA 30458  
Attn: City Manager

GEFA and Local Government may, by like notice, designate any further or different addresses to which subsequent notices will be sent. Notices will be effective upon receipt.

Section 903. Time of the Essence. All time limits stated herein are of the essence of this Agreement.

Section 904. Binding Effect. Each of the terms and conditions of this Agreement will apply, extend to, be binding upon, and inure to the benefit or detriment of the Parties hereto and their respective successors and permitted assigns. Subject to the foregoing, whenever a reference to the Parties hereto is made, such reference will be deemed to include the successors and assigns of said Party, the same as if in each case expressed.

Section 905. Georgia Agreement. This Agreement will be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

Section 906. Consent to Jurisdiction and Venue. Local Government hereby consents to the sole and exclusive jurisdiction and venue of the courts of Fulton County, Georgia or the U.S.

District Court for the Northern District of Georgia, Atlanta Division, for adjudication of all disputes between Local Government and GEFA. Local Government hereby waives any objections or defenses to jurisdiction or venue in any such proceeding before such courts.

Section 907. Counterparts. This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

Section 908. Third Party Beneficiaries. Except as expressly provided below, nothing in this Agreement, whether express or implied, is intended to confer upon any other party other than the Parties hereto and their respective successors and assigns, any right or interest whatsoever. Except as expressly provided below, no party other than the Parties hereto, is entitled to rely in any way upon the representations in this Agreement. Notwithstanding the foregoing, the State of Georgia, its agencies, departments, public authorities and instrumentalities, including the officers, agents, employees and officials of each of the foregoing, will be third party beneficiaries of this Agreement.

Section 909. Severability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement will survive and be applied, and any invalid or unenforceable portion will be construed or reformed to preserve as much of the original words, terms, purpose and intent as will be permitted by law.

Section 910. Assignment Prohibited. Except as specifically provided by this Agreement, Local Government will not transfer or assign this Agreement, or any right or privilege of Local Government hereto, including Local Government's Entitlement Share, without the prior written consent of GEFA. Any transfer or assignment requiring the consent of GEFA and made without the consent of GEFA will be void *ab initio*. Consent by GEFA to a transfer or assignment will not constitute a waiver of this Section 1110, and each subsequent transfer or assignment requiring the consent of GEFA will likewise be made only with the prior written consent of GEFA.

Section 911. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No member, officer, employee or agent of GEFA or Local Government has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both GEFA and Local Government and incorporated in and by reference made a part hereof.

Section 912. Exhibits. All Exhibits attached to this Agreement are made a part of and incorporated by reference into this Agreement.

**IN WITNESS WHEREOF**, GEFA, acting for and on behalf of DCA and as the authorized agent of DCA, and Local Government, by their respective officers authorized so to do, have executed this Agreement as of the Effective Date.

GEORGIA ENVIRONMENTAL FINANCE  
AUTHORITY, as authorized agent of the  
DEPARTMENT OF COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

City of Statesboro

By: \_\_\_\_\_  
Mayor Jonathan McCollar

DRAFT

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Sam Lee Jones  
Jeff B. Yawn  
John C. Riggs  
Derek Duke



Jonathan McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Cain Smith, City Attorney

**Date:** October 10, 2018

**RE:** March 19, 2019 City Council Agenda Items

**Policy Issue:** Approval of Downtown TAD Advisory Committee's by laws and policies and procedures statement

**Recommendation:** Review and consideration of TAD Advisory Committee's by laws and policies and procedure statement for approval by Mayor and Council

**Background:** IGA with Bulloch County requires Mayor and Council approval of TAD Advisory Committee's by laws and policies and procedures statement prior to consideration of applications for TAD funding. TAD Advisory Committee submitted attached documents at its January 31, 2019, meeting

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Bylaws and Policies and Procedures statement



# BYLAWS OF THE TAD ADVISORY COMMITTEE

## Article 1 NAME AND OBJECTIVES

- 1.1 Name. The Committee shall conduct its activities under the following name: TAD Advisory Committee.
- 1.2 Objectives. Committee's objectives are:
- (a) Generally review all proposed Projects prior to their consideration for approval by Statesboro City Council
  - (b) Review all proposed Projects for feasibility and consistency with the objectives of the Redevelopment Plan and the adopted statement of TAD policies and procedures.
  - (c) Evaluate each Project as to the experience of the development team, proposed capital improvements to the Project site, analysis of outside equity and financing commitments, Project pro formas, and projected Positive Tax Allocation Increments.
  - (d) Approve or deny each specific Project for recommendation and presentation to Statesboro City Council to approve funding for Project

## Article 2 BOARD OF DIRECTORS

- 2.1 Members. The Committee shall consist of a number and allocation of members as set forth in the governing intergovernmental agreement then in place between the City of Statesboro and Bulloch County and/or the Bulloch County Board of Education.
- 2.2 Terms. Terms of the members shall be three (3) years, effective October 1, 2018, and terminating three (3) years later on September 30, provided the initial appointees of the City of Statesboro shall serve an initial one (1) year term to introduce staggered terms. Each Member whose term expires shall continue until their successor has been appointed.
- 2.3 Responsibility. Committee members shall be responsible for all functions and activities of the Committee.
- 2.4 Compensation. Committee members shall receive no compensation for their service but can be reimbursed travel expenses for training and conferences outside Bulloch County, provided such expenses are documented by invoices and provided such expenses are approved prior to the event by the Director of Planning and Development of the City of Statesboro.
- 2.5 Conflicts of Interest. Any Committee member or relative of the Committee member who has a direct or indirect financial interest in any contract or other transaction with the Committee must

disclose to the Committee, in advance, such interest. The Committee member concerned may participate in discussions relating to the subject of their interest, but may not vote.

### Article 3 OFFICERS

3.1 Chairman. The Chairman shall preside at meetings and, with the advice and consent of Committee members, appoint project chairs and members.

3.2 Vice Chairman. The Vice Chairman shall act in the absence of the Chairman and shall succeed the Chairman in the event of a vacancy.

3.3 Secretary. The Secretary shall maintain records of the minutes of Committee's actions and meetings. Should no Committee member be able or willing to act in such capacity, the City of Statesboro may provide a clerical employee to perform such duties but not vote or count towards Quorum upon approval by Committee.

### Article 4 MEETINGS

4.1 Regular Meetings. Committee shall meet at such times and place as may be established within the TAD Policy and Procedures.

4.2 Special Meetings. Special meetings may be called by the Chairman of the Committee, any two Committee members, and/or the Statesboro City Manager.

4.3 Notice. Notice of meetings shall be furnished by writing, by telephone and electronically and must be furnished forty-eight (48) hours in advance of any meeting, regular or special. City Manager or his/ her designee shall also receive notice of meetings and copies of Committee minutes.

4.4 Annual Meeting. The annual meeting shall be held as determined by Committee members.

4.5 Proxies. A Committee member may only vote in person.

4.6 Open Meeting Laws. All meetings will be subject to State of Georgia open meeting laws.

### Article 5 QUORUM AND VOTING

5.1 Quorum. A quorum of the Committee shall consist of a simple majority of its membership.

5.2 Action. Action on any matter shall be taken by majority vote of a Committee quorum.

5.3 Attendance. Committee members shall attend at least two-thirds (2/3) of the meetings in a twelve (12) month period or their Committee memberships will automatically lapse. The Secretary shall maintain such attendance records.

## Article 6 COMMITTEES

6.1 Appointment. Committee members shall appoint members and subcommittees if deemed necessary for the efficiency of project management and organizational governance.

6.2 Subcommittees. Members may be appointed to subcommittees including, but not limited to:

- (a) Executive
- (b) Finance
- (c) Education
- (d) Business and Industry
- (e) Communications/Public Relations
- (f) Civic/Community

6.3 Subcommittee Officers. Each Committee shall elect from its membership a Chair and a Secretary.

## Article 7 PARLIAMENTARY PROCEDURE

7.1 Robert's Rules of Order. All meetings shall be conducted in accordance with Robert's Rules of Order, unless otherwise expressly provided in these bylaws.

## Article 8 AMENDMENTS

9.1 Amendments to the Bylaws. These bylaws may be amended by action of the TAD Advisory Committee at any regular meeting, and after review and formal approval by Statesboro City Council.

**CITY OF STATESBORO  
TAX ALLOCATION DISTRICT (TAD) FINANCING  
POLICIES AND PROCEDURES**

**A. Introduction**

Authorized under Georgia's Redevelopment Powers Law, Tax Allocation Districts (TADs) offer opportunities for Georgia cities and counties to support desired private development in blighted or under-valued areas within their jurisdictions. TADs enable local governments to reinvest the resulting incremental property tax revenues from new developments in needy areas into the projects themselves or into supportive public improvements. TAD increments may be used to reduce the developer's cost to replace or upgrade deficient public infrastructure, to assemble properties for redevelopment, to demolish existing blighted structures or to defray other costs as needed to make redevelopment economically feasible. The provisions and definitions contained within the Georgia Redevelopment Powers Law, O.C.G.A. § 36-44-1 et seq., are hereby incorporated herein by reference.

The Statesboro City Council (the City) established the City of Statesboro Tax Allocation District (TAD) Number 1 on December 14<sup>th</sup>, 2014 for the purpose of encouraging private investment within this important area of the City. The City also has the authority to consider forming new TADs in the future. The City Council retains responsibility as the redevelopment agent to issue TAD bonds and to approve the specific uses of future tax increments generated within the TAD. As part of its intergovernmental agreement with Bulloch County, the City has also formed a TAD Advisory Committee (the Committee), which includes representation by both City and Bulloch County appointees. This Committee has been charged with reviewing projects and requests from private developers to receive TAD funding assistance. All projects brought to the City Council for funding approval must first be reviewed by the Committee for feasibility and consistency with the objectives of the Downtown TAD Redevelopment Plan. The Committee must also endorse any proposed TAD project by majority vote before it can be considered by the City Council for funding approval.

This memo outlines the procedure established by the Committee to: (1) encourage private sector redevelopment projects within the TAD, (2) invite requests for TAD funding assistance, (3) advise prospective applicants concerning the preferred format, content and procedures for submitting those proposals and (4) involve the TAD Advisory Committee in the application process. In addition, the Committee has adopted policy guidelines which define the City's priorities for future expenditures of TAD funds. These policies are provided with this document as Attachment A and should be carefully considered by prospective applicants when requesting TAD assistance. In the future, the TAD Advisory Committee may expand upon these policies and/or adopt additional guidelines for applicants.

**B. Application Process**

The application procedure for processing TAD funding requests shall consist of the following steps:

1. Before making any formal presentation to the TAD Advisory Committee or the City, a prospective applicant must submit initial project/financial information for review



by City staff. The initial staff contact for inquiries is the Director, Department of Planning and Development (or his designee). The Director (or his designee) is responsible for advising prospects concerning the City's adopted TAD policies and procedures, for communicating the prospect's interest to the City Manager and for coordinating meetings of the Committee in the event that a prospect submits a written application for TAD funding assistance.

2. The Director (or his designee) will subject the proposal to a standard financial evaluation, based on estimated incremental tax revenues generated and resulting supportable debt service. The scope of this initial evaluation will be limited to estimating the upper limit of eligible project assistance and reviewing the project's consistency with City TAD policies and priorities. The purpose of this first layer, staff-level review will be to advise prospective applicants early on in the process concerning the realistic range of TAD funding assistance that they might be eligible to receive and to help screen out projects that are contrary to City policy as stated as follows in the Downtown Tad Redevelopment Plan: upgrading and enhancing the South Main Corridor and encouraging the private redevelopment of outmoded, highway-oriented commercial development into pedestrian friendly, mixed-use centers in order to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and 2009 and 2014 Comprehensive Plans.

The intent is to provide all interested parties with an initial evaluation and response before requiring them to invest the time and expense needed to complete a written application and meet with the TAD Advisory Committee. Regardless of the staff's findings, the Director shall have no authority to deny any prospect the opportunity to apply for TAD assistance should that prospect desire to complete an application in spite of a negative evaluation by City staff.

3. If after this staff review the prospect still wants to proceed, the Director (or his designee) will advise the prospect to complete the required application, which is provided with this document as Attachment B. Upon receiving an application that is complete in the judgment of the Director, the Director shall schedule a meeting of the TAD Advisory Committee within 30 days of receiving a completed Application, at a time/place that is convenient to the Applicant and to the Committee. At this time, the City Manager (or his designee) shall notify the City Council that the Committee has received an application for TAD funding assistance.
4. Applicants shall be advised that information provided in their applications and meetings of the TAD Advisory Committee are subject to the provisions of the Georgia Open Records Act. Meetings of the Committee shall be subject to the Georgia Open Meetings Act with meeting times publicly posted and meetings open to the public.
5. The Applicant will be invited to present the details of the project and funding request to the TAD Advisory Committee. Upon hearing the Applicant's initial presentation, the Committee shall take one of the following actions at that time:
  - a. Require the Applicant to prepare/submit additional information;
  - b. Authorize staff and/or a working group of committee members to perform additional due diligence; or
  - c. Vote to approve or deny the request.

6. Should the Committee require additional information from the Applicant or decide to perform due diligence before voting on the Application, the proposal will be further screened to verify justification for the requested funding. A working group of Committee members and/or staff will provide additional due diligence as needed and may meet with the Applicant a second (or more) time(s). This due diligence may evaluate:
  - a. Additional information needed to make a recommendation
    - i. Additional project details;
    - ii. Verification of experience, qualifications, and financial capacity to complete the project; and/or
    - iii. Review of proprietary and confidential financial information.
  - b. Economic justification/need for public financing and participation
  - c. Anticipated project benefits, such as:
    - iv. Removal of slums and blight;
    - v. Revitalization of surrounding neighborhoods; and/or
    - vi. Economic development/job creation benefits
  - d. Potential project issues
    - vii. Adverse neighborhood impacts;
    - viii. Project risk; and/or
    - ix. Other
  - e. As part of this "second tier" staff/Committee review, the Applicant may be requested to submit a more detailed financial pro forma justifying the use of TAD funds. If after this second level of review the Applicant is still interested, this proposal will be presented again to the TAD Advisory Committee for action.
7. The Committee will vote to report its findings to the City Council, either with a recommendation for approval or notification that the Application has been denied. In the event that a majority of the Committee members vote in favor of the Application, the Committee will be encouraged to recommend additional terms and conditions to the City Council as may be appropriate. At minimum, the Committee's report shall recommend a specific TAD funding amount, a description of the recommended uses for the financing, a financial justification for the request, and evidence that the project can pay back the required investment.
8. The TAD Advisory Committee Report will be placed on the next scheduled meeting of the Statesboro City Council. In the event of a positive Committee recommendation, the City Council shall retain all rights as the City's Redevelopment Agent for the TAD to conduct its own due diligence, schedule other meetings with the Applicant and solicit public input as necessary and appropriate before voting on the Application. In the event that the TAD Advisory Committee recommends denial, the City Council may, if it disagrees with that recommendation, request the Committee's reconsideration of the Application and engage in negotiations with the Advisory Committee to reach agreement on a set of terms and conditions that may be supported by all parties.
9. It shall be the policy and objective of the City to encourage private sector redevelopment initiatives and to work constructively with property owners and

developers who are interested in making positive investments within the TAD. The City will make good faith efforts to expedite the above procedures and render a relatively quick decision on completed Applications for TAD funding Assistance. While recognizing that some proposals will be more complex and require more extensive study than others, City staff shall complete preliminary reviews within thirty days of receiving initial inquiries from interested parties. The TAD Advisory Committee shall render a decision and report its recommendations within 60 days of receiving a completed Application, and it shall be the goal of the Statesboro City Council to act within a maximum of 60 days of receiving the TAD Advisory Committee's report.

Apart from this procedure, the City has developed general policy guidelines to define minimum project qualifications, public objectives and priorities for the investment of TAD funds. These criteria serve as a consistent standard for evaluating project proposals, both within existing TADs and in any new districts that may be created in the future. These guidelines are provided in Attachment A and are an integral part of the procedures outlined above.

#### C. Application/Financing Fees

The City has not established a fee schedule for processing requests for TAD assistance,. However, if funds are awarded, the City reserves the right to charge Applicants reasonable fees to recover the City's costs of securing tax increment financing. Successful Applicants will be expected to enter into a development agreement with the City as a condition of the financing award. Application/financing fees will be negotiated with the Applicant, as part of that development agreement, and will depend upon such factors as the total amount of TAD funding provided, the City's cost of obtaining the financing, and general financial market conditions at the time of the application.

**ATTACHMENT A**  
**CITY OF STATESBORO**  
**TAX ALLOCATION DISTRICT (TAD) FINANCING**  
**POLICY GUIDELINES FOR EVALUATING REQUESTS**  
**(ADOPTED \_\_\_\_, 2018)**

The City of Statesboro welcomes development proposals from the private sector that serve to revitalize redevelopment areas within the City. It is the City's policy to evaluate all unsolicited, private sector requests for TAD financing and to recommend public sector support of those requests, which are (a) economically justified; (b) well-conceived and capable of being implemented with reasonable levels of public support; and (c) serve to advance the City's overall redevelopment goals and objectives.

The City has formed a TAD Advisory Committee (the Committee) to review, analyze and advise the City Council regarding TAD funding requests. The following policy establishes guidelines for the Committee in evaluating applications for TAD funding, based on the following general factors:

- a) The purposes/uses for TAD financing and the consistency of those purposes with the Redevelopment Powers Law and City redevelopment objectives;
- b) The overall amount and timing of tax increment to be generated by the project;
- c) The Applicant's demonstrated financial need for TAD Assistance based on standard pro forma evaluation criteria (i.e. the "but for" test), and
- d) Resulting project benefits and return on the public's investment

Each of these factors is described in more detail below:

**A. Purposes/Uses of TAD Financing**

The City will only consider applications for TAD financing for purposes/uses that are consistent with the definition of "redevelopment" as defined in Georgia Redevelopment Powers Law (O.C.G.A 36-44-3(5)). These eligible purposes/uses are as follows:

- (1) The construction of any building or other facility for use in any business, commercial, industrial, educational, charitable, or social activity;
- (2) The renovation, rehabilitation, reconstruction, remodeling, repair, demolition, alteration, or expansion of any existing building or other facility for use in any business, commercial, industrial, educational, charitable, or social activity;
- (3) The construction, reconstruction, renovation, rehabilitation, remodeling, repair, demolition, alteration, or expansion of public or private housing;
- (4) The identification, preservation, renovation, rehabilitation, reconstruction, remodeling, repair, demolition, alteration, or restoration of buildings or sites which are of historical significance;
- (5) The preservation, protection, renovation, rehabilitation, restoration, alteration, improvement, maintenance, and creation of open spaces, green spaces, or recreational facilities;



(6) The construction, installation, preservation, renovation, rehabilitation, reconstruction, restoration, alteration, improvement, and maintenance of public art and arts and cultural facilities;

(7) The development, construction, reconstruction, repair, demolition, alteration, or expansion of structures, equipment, and facilities for mass transit;

(8) The development, construction, reconstruction, renovation, rehabilitation, repair, demolition, alteration, or expansion of telecommunication infrastructure;

(9) The development, construction, reconstruction, renovation, rehabilitation, repair, demolition, alteration, or expansion of facilities for the improvement of pedestrian access and safety;

(10) Improving or increasing the value of property; and

(11) The acquisition and retention or acquisition and disposition of property for redevelopment purposes or the use for redevelopment purposes of property already owned by a political subdivision or any agency or instrumentality thereof.

#### **B. Tax Increment Generated by the Project**

It is the City's policy that any project, which receives a TAD contribution, is "self-financing" to the extent possible. In the context of a TAD contribution, self-financing means that the project generates sufficient future property tax increment to pay back the associated debt service obligations incurred as a result of issuing a TAD bond. It is also the City's policy to favor those projects, which generate sufficient increment to meet debt coverage ratios that are imposed by lenders or, more importantly, generate "excess" revenues that can be used to retire debt ahead of schedule, return proceeds to the taxing jurisdictions' respective general funds or be invested for other worthwhile purposes within the TAD. Finally, it is the City's policy to favor projects that propose to use TAD funds to finance supportive improvements to surrounding public infrastructure and amenities, over those that simply use TAD proceeds to defray construction costs or improve financial returns to the developer. The City also may favorably consider in its evaluation projects that return substantial long-term incremental property tax revenues after all TAD financing has been retired. Although the City may consider proposals that are not self-financing as defined above, such proposals must offer additional benefits to justify such contributions.

In addition to the overall amount of tax increment generated in proportion to cost, the City shall consider the overall market/financial feasibility and perceived level of risk associated with the proposed development plan, as well as the demonstrated qualifications and experience of the Applicant to execute the project as proposed. For projects that are highly complex or have a high level of development risk, the City may request supporting documentation in the form of feasibility studies and/or appraisals to support the application.

Furthermore, TAD funding shall represent no more than 15% of total project costs absent a showing that extraordinary district wide benefits are deemed likely as a result of provision of a higher percentage of TAD funding.

### **C. Project Economics**

Applicants for TAD financing assistance must demonstrate financial need for such assistance based on reasonable pro forma projections of costs, revenues and expected profits, i.e. meet the "but for" test (i.e. project would not occur but for TAD funding assistance) as established in the Redevelopment Powers Law.

Potential legitimate needs for TAD contributions to overcome poor development economics may include but not be limited to:

- High site acquisition, assembly, demolition or remediation costs due to the nature of the proposed redevelopment site;
- Inadequate public infrastructure that must be rebuilt or enhanced at the developer's expense in order to support the proposed use;
- The inclusion of project amenities/enhancements that offer a public benefit but cannot be supported by the project's economics; or
- The need to incur above-average construction costs in order to successfully market units, or to satisfy the City's desire to encourage high quality housing construction in redevelopment areas.

Before approving TAD financing requests, the City shall require Applicants to submit a sufficiently detailed financial pro forma to enable staff and/or the City's consultants to evaluate the project's overall development economics and anticipated profit margins, using reasonable and defensible assumptions. It is the City's policy that the maximum TAD financing contribution it will recommend shall enable the Applicant to achieve no more than a 20% percent internal rate of return (IRR) based on total project costs and conservative projections of sales performance. If, in the City's opinion, the project has the potential to exceed pro forma expectations and achieve profits in excess of 20%, the City may choose to recommend approval contingent on the Applicant's agreement to share "excess profits" or return a percentage of contributed TAD financing at the completion of the project if actual performance exceeds pro forma projections.

### **D. Project Benefits and Return on Public Investment**

In addition to purposes/uses that are consistent with the Redevelopment Powers Law, the City will give added consideration and support to investments of TAD funds which achieve redevelopment goals and objectives contained in the Redevelopment Plan. These goals/objectives include but are not limited to upgrading and enhancing the South Main Corridor and encouraging the private redevelopment of outmoded, highway oriented commercial development into pedestrian friendly, mixed use centers to achieve the vision set forth in the 2011 Statesboro Downtown Master Plan and the 2014 Comprehensive Plan.

### **E. Positive Local/Regional Economic Impacts**

The City emphasizes the importance of supporting investments within the TAD which advance the City's overall economy, reinforce Statesboro's position as an economic center for Bulloch County and produce significant job creation benefits for the City and region. The City recognizes that in some individual cases, project proposals may return exceptional public benefits that merit investments of TAD funds at a higher level than is indicated by the evaluation criteria outlined in this policy. In such extraordinary cases, the

City may make a larger investment of public funds than would otherwise be justified. For projects that offer exceptional employment growth and positive local/regional economic impacts, the City also may consider leveraging other economic development

DRAFT

**ATTACHMENT B**  
**CITY OF STATESBORO**  
**APPLICATION FOR TAD FINANCING**

*\* The City may choose to require the information outlined in this Attachment B to be completed on a formal application form provided by the City.*

**PART I: APPLICANT INFORMATION**

1. Name and Location of Proposed Development Project
2. Amount of TAD Funding Requested
3. Developer Contact Information
  - i. Address
  - ii. Designated Contact
  - iii. Title
  - iv. Phone
  - v. FAX
  - vi. E-mail Address
4. Ownership Entity Name
5. Legal Form or Ownership
6. In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project Participants. Also indicate the ownership interest of each development participant listed under this item.

**PART II: DEVELOPMENT PROFESSIONAL TEAM**

1. PROJECT ARCHITECT
  - a. Company
  - b. Primary Contact Name
  - c. Address
  - d. Phone Number
  - e. E-mail Address
2. CIVIL/TRAFFIC ENGINEER
  - f. Company
  - g. Primary Contact Name
  - h. Address
  - i. Phone Number
  - j. E-mail Address
3. CONTRACTOR
  - a. General Contractor Name



- b. Primary Contact Name
- a. Address
- b. Phone Number
- c. E-mail Address

4. PROPERTY MANAGER (If Applicable)

- d. Company
- e. Primary Contact Name
- f. Address
- g. Phone Number
- h. E-mail Address

5. DEVELOPER'S ATTORNEY

- i. Legal Firm Name
- j. Primary Contact Name
- k. Address
- l. Phone Number
- m. E-mail Address

PART III: GENERAL PROJECT INFORMATION

1. General Project Description

- n. Location of the development site
- o. Tax parcel ID number(s)
- p. Acreage
- q. Existing land use(s)
- r. Current full value and assessed (40%) value of the development site
- s. Current annual real property tax bills (City, County and School taxes)
- t. Estimated existing total population and City public school enrollment currently residing within the development site
- u. Proposed demolition of existing structures (If applicable, describe the amount of existing building SF and current uses of buildings to be demolished. Include the number of existing total and occupied housing units.)
- v. Permanent job creation/retention associated with the development (if applicable)
- w. Estimated annual City/County/School property taxes generated at completion.

2. Project (Use) Mix

	# Units	Building Area (SF)	% of Building Area
Residential			
Retail			
Office			
Other _____			
Parking Structures (Spaces)			

TOTALS

- a. Construction Type (New Construction, Rehab, Conversion, etc.)

3. Residential detail (if applicable)

a. Ownership Housing Unit Mix:

	<u># Units</u>	<u>Size Range (SF)</u>	<u>Average SF</u>	<u>Average Sale Price</u>
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL				

b. Rental Housing Unit Mix:

	<u># Units</u>	<u>Size Range (SF)</u>	<u>Average SF</u>	<u>Average Sale Price</u>
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTALS				

4. Describe planned unit features, finishes and amenities (provide visuals if available).

1. Describe planned project amenities (recreational amenities, open space, etc.)
2. Nonresidential detail (if applicable)

<u>#</u>	<u>U n i t s</u>	<u>S i z e</u>	<u>R a n g e</u>
<u>( S F )</u>	<u>A v e r a g e</u>	<u>S F</u>	<u>A v g .</u>
<u>S a l e</u>	<u>\$ / S F</u>	<u>A v g .</u>	<u>L e a s e \$ / S F</u>
<u>( N N N )</u>	<u>O f f i c e</u>	<u>R e t a i l</u>	
<u>O t h e r</u>			

TOTALS

3. Estimated project completion (end) value. (Estimate the total sell out value of the project. Include a value estimate for any buildings retained by the developer.)
4. Describe the proposed uses of TAD funds and itemize the distribution of those costs
5. Supporting documents
  - x. Existing conditions photos
  - y. Location and project boundary maps

PART IV: PROJECT ECONOMICS

Financing assumptions should be clearly reflected in the project pro forma (items 3 through 8 below) and described in explanatory notes.

1. Financing Sources

Applicable? (Yes/No) Financing Amount % of total Cost

- a. Conventional Debt
- b. Governmental Loans (Describe)
- c. State/Federal Grants (List Sources)
- d. Tax Credits
- e. Other Debt
- f. Contributed Equity
- g. Other sources
- h. TAD Funding Request

TOTAL

- 2. Equity: Describe the amount and source(s) of developer's equity to be supplied to the development.
- 3. Estimated Financing Terms: Estimate interest rates/costs of debt financing to be used.
- 4. Discounted Cash Flow Analysis: Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.
- 5. Construction cost estimates: Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.
- 6. Income projections from sales and leasing activity: Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.
- 7. Market Evidence: Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.
- 8. ROI: Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities

## PART V: SITE CONTROL, ZONING AND SCHEDULE

1. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.
2. Indicate the requested zoning designation(s) for the project site.
3. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals.
4. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals.
5. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.
6. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:
  - i. Obtain Financing Commitments
  - j. Detailed (Final) Site Plan Approval
  - k. Real Estate Closing Date (if applicable)
  - l. Construction Start Date
  - m. Estimated Completion Date
  - n. Target date for first units sold or leased

## PART VI: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Sam Lee Jones  
Jeff B. Yawn  
John C. Riggs  
Derek Duke



Jonathan McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Cain Smith, City Attorney

**Date:** March 13, 2019

**RE:** March 19, 2019 City Council Agenda Items

**Policy Issue:** Interim appointment of member to Statesboro Commission on Diversity and Inclusion following resignation of original voting member Shareen Clements

**Recommendation:** Mayor and Council appoint member to said commission to fill vacancy.

**Background:** Section 2-55 of the City Code of Ordinances vests interim appointments in the Mayor and Council.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Section 2-55 of Statesboro Code of Ordinances



Sec. 2-55. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the commission on diversity and inclusion. The commission on diversity and inclusion shall consist of eight members who shall be residents of Bulloch County. The term of office of each appointed member shall be two years, and the term shall begin on October 1st, and end at the stroke of midnight on September 30th. The initial term for initial members of the commission on diversity and inclusion shall end on September 30, 2020. The initial members of the commission on diversity and inclusion have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the mayor and city council for a term of two years. Vacancies on the commission on diversity and inclusion occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the mayor and city council. The mayor and city council shall have the authority to remove any member of the commission on diversity and inclusion by a majority vote for cause, on written charges, after a public hearing. The mayor and city council in consultation with the commission on diversity and inclusion may appoint non-voting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

(Ord. No. 2018-09, § 1, 11-20-18)

# CITY OF STATESBORO

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

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

**From:** Cain Smith, City Attorney

**Date:** March 13, 2019

**RE:** March 19, 2019 City Council Agenda Items

**Policy Issue:** Interim resolution necessary for contemplated transition to new on premises alcoholic beverage licenses

**Recommendation:** Review and consideration of attached resolution by Mayor and Council

**Background:** Renewals for current alcoholic beverage licenses are due based on City fiscal year, but a wholesale change of on premises consumption types and fees, as well as transitioning to calendar year basis for licenses, has been proposed.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Resolution 2019-09

**Resolution Regarding Alcoholic Beverages License Renewals**

**RESOLUTION NO. 2019-09**

**A RESOLUTION IMPOSING 2019 INTERIM ALCOHOLIC BEVERAGE FEES**

**WHEREAS** alcoholic beverage license renewal fees are due beginning April 1, 2019;

**WHEREAS** licenses and fees for on premises consumption are currently based solely on type of alcoholic beverage served;

**WHEREAS** City is creating new alcoholic beverage licenses and fees for on premises consumption based solely on licensee's business model to begin January 1, 2020 with all licenses running for the calendar year starting then;

**WHEREAS** new on premises license fees should be commensurate with the necessary expenditure of law enforcement resources for the license type and be as revenue neutral as possible;

**WHEREAS** it is currently unknown which license types will proportionately create the most need for expenditure of law enforcement resources;

**WHEREAS** allowing licensees to be designated the new license type for enforcement purposes and pay renewal of current license fees for six months will give City staff more data on how to scale new license type fees; and

**WHEREAS** state alcoholic beverage licenses are for the calendar year;

**BE IT RESOLVED** by the City Council of the City of Statesboro, Georgia while in regular session on March 19, 2019 that all 2019 alcoholic beverage license renewals be for six months running until December 31, 2019 with fees of 50% of the currently imposed annual fees and that licensees operate, especially concerning underage entry, under the new license type as designated by SPD or as negotiated with SPD.

City of Statesboro, Georgia

\_\_\_\_\_  
Jonathan J McCollar, Mayor

Attest:

\_\_\_\_\_  
Sue Starling, City Clerk

# CITY OF STATESBORO



## COUNCIL

Phil Boyum, District 1  
Sam Jones, District 2  
Jeff Yawn, District 3  
John Riggs, District 4  
Derek Duke, District

Jonathan McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

**To:** Randy Wetmore, City Manager

**From:** Darren Prather, Central Services Director

**Date:** March 12, 2019

**RE:** Recommendation of Low Bidder for Natural Gas CNG Pickup Truck

### **Recommendation:**

Staff recommends awarding the Natural Gas CNG Pickup Truck to the lowest responsive bidder, Allan Vigil Ford in the amount of \$40,492.00. This amount is below the budgeted amount of \$46,000.00 and is budgeted in fiscal year 2019 under CIP#NGD-54. If approved, the remaining funds will be used to add safety features and equipment to this vehicle.

### **Background:**

If approved, this truck will replace a 2007 F-250 pickup. The 2007 truck will be reassigned within the Natural Gas Department for other duties. During this bid process, this opportunity was advertised per our purchasing ordinance and bid packages were emailed to all local dealers as well as several dealers from out of town.

Sealed bids for this bid opportunity were received on March 4, 2019 at 3 PM EST and the results are as follows:

Wade Ford -	\$40,839.00
Vaden Chevrolet -	\$No Bid
Allan Vigil Ford -	\$40,492.00

The lowest responsive bidder, Allan Vigil Ford, meets the requirements of the bid package.

**Council Person and District:** All

**Attachments:** None

Georgia Municipal Association City of Excellence • Certified City of Ethics

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

# CITY OF STATESBORO



## COUNCIL

Phil Boyum, District 1  
Sam Jones, District 2  
Jeff Yawn, District 3  
John Riggs, District 4  
Derek Duke, District 5

Jonathan M. McCollar, Mayor  
Randy Wetmore, City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

**To:** Randy Wetmore, City Manager  
Jason Boyles, Interim Assistant City Manager

**From:** Jeff McCarty, Landfill Superintendent

**Date:** March 7, 2019

**RE:** Landfill Tractor and Rotary Mower Bid Award

**Policy Issue:** Purchasing Policy

### **Recommendation:**

Staff recommends award of bid to the low bidder, Blanchard Equipment Company, Inc, in the amount of \$99,000 for the purchase of a Tractor and Mower to Blanchard Equipment Company Inc. for the Solid Waste Disposal Division.

### **Background:**

Sealed bids for the referenced vehicle were received on February 26, 2019 as follows:

Blanchard Equipment Company -	\$ 99,000.00
Low Country Kubota -	\$ 100,400.00

The low bidder, Blanchard Equipment Company, Inc, meets the requirements of the bid package. These requirements include additional machine specifications and warranty. The tractor and mower, if approved, are funded in the total amount of \$90,000.00 in the FY 2019 budget under CIP # SWD-13 and SWD-14. The low bid is above our budget, however, other purchases can be deferred as necessary to cover the additional expense.

### **Budget Impact:**

The equipment is to be paid from 2013 SPLOST. The difference in the balance over budget will be covered by deferment of other purchases as necessary.

**Council Person and District:** N/A (City wide)

**Attachments:** None