



**October 19, 2021 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recognitions/Public Presentations
  - A) Presentation of an award to retiring Lieutenant Tony Gore for his 26 years of service to the City of Statesboro.
  - B) Presentation of a Proclamation to Safe Haven for Domestic Violence awareness month.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 10-05-2021 Council Minutes
  - B) Consideration of a motion for approval of surplus and disposition of vehicles and equipment in the Public Utilities Department.
6. Public Hearing & Consideration of a Motion to approve an application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a):

Dolan's Bar-B-Que  
239 S Main St  
Statesboro, Ga 30458  
Owner: Mary Beth Brown & Jacquelyn Brown Oglesby
7. Public Hearing & Consideration of a Motion to approve a distance waiver in accordance with the City of Statesboro Code of Ordinances Chapter 6-5(o) and approve an application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Chapter 6-13(a):

Vino 1910  
22 W Main St  
Statesboro, Ga 30458  
Owner: David Michael Blackmon
8. Public Hearing and Consideration of a Motion to Approve:
  - a. **Application V 21-09-01**: Bob Isaacson requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place a wall sign exceeding the maximum square footage for wall signs on a property located at 807 South Main Street.
  - b. **Application V 21-09-02**: Bob Isaacson requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place signage exceeding the aggregate square footage of all signs on a property located at 807 South Main Street.

9. Public Hearing and Consideration of a Motion to Approve: **Application V 21-09-03**: David Hoyle request a Variance from Article XV, Section 1509 (Table 6) of the Statesboro Zoning Ordinance in order to place a wall sign above 12 feet on a property located at 19 South Main Street.
10. Public Hearing and Consideration of a Motion to Approve: **Application V 21-09-05**: Mohamed Alshuaibi requests a Variance from Article XV, Section 1509 (Table 4) of the Statesboro Zoning Ordinance in order to place a freestanding sign in front of an existing building located at 1825 Northside Drive East.
11. Consideration of a motion to approve **Resolution 2021-38**: A Resolution authorizing the Statesboro Police Department to apply for a grant through the State of Georgia Criminal Justice Coordinating Council (CJCC).
12. Consideration of a Motion to approve the award of a Department owned firearm to retiring Lieutenant Tony Gore.
13. Consideration of a motion to authorize the mayor to execute a contract with Quality Tire Recycling, L.L.C. for renewal of a used tire disposal contract.
14. Consideration of award of contract to Solid Waste Applied Technology (SWAT) for the purchase of a Front Load New Way Refuse Truck per Sourcewell contract in the amount of \$346,209.43. This item will be purchased with Solid Waste Collection revenue funds.
15. Consideration of a motion to approve the purchase of nine PLCs with control panels, hardware and installation from Revere Control Systems, Inc. in the amount of \$85,300.00 with funds approved in the 2022 CIP Budget Item # WTP-9-R.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
20. Consideration of a Motion to Adjourn

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

## **HONORING OCTOBER 2021 AS DOMESTIC VIOLENCE AWARENESS MONTH**

- WHEREAS:** the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to the systematic use of physical, emotional, sexual, psychological and economic control and/or abuse; and
- WHEREAS:** domestic violence leaves an imprint of fear and hostility; and
- WHEREAS:** the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial, affectional preference, and social barriers, thereby affecting society as a whole; and
- WHEREAS:** in the City of Statesboro, adults and children are victims of violence each year, and
- WHEREAS:** Statesboro City Council is committed to restoring the right to freedom from fear in our own homes, and
- WHEREAS:** Statesboro City Council is committed to restoring the right to freedom from fear in our communities; and
- WHEREAS:** in our quest to impose sanctions on those who break the law by perpetrating violence, we must also meet the needs of victims of domestic violence and their children who often suffer grave financial physical, and psychological losses, and

**NOW, THEREFORE BE IT RESOLVED,** that in recognition of the important work done by domestic violence programs, in cooperation with Safe Haven, I, Jonathan McCollar, Mayor of the City of Statesboro on behalf of the entire City Council, does hereby proclaim the month of October 2021 as

### **DOMESTIC VIOLENCE AWARENESS MONTH.**

**We urge all citizens, agencies, and businesses to work together as a team in our community through prevention, intervention and education programs, to eliminate domestic violence and become a violence free community**

**PASSED AND ADOPED by the City of Statesboro this 19<sup>th</sup> day of October, 2021**

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Jonathan McCollar, Mayor



CITY OF STATESBORO  
COUNCIL MINUTES  
OCTOBER 05, 2021

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**

Mayor Pro Tem Paulette Chavers gave the Invocation and led the Pledge of Allegiance.

**ATTENDANCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	9:13 am
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

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

**3. Recognitions / Public Presentations**

**A) Proclamation for Georgia Cities Week**

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

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

**A) Approval of Minutes**

- a) 09-21-2021 Work Session Minutes
- b) 09-21-2021 Council Minutes
- c) 09-21-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember John Riggs

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Chavers, Mack, Riggs, Barr

**ABSENT**

Councilmember Phil Boyum

**6. Consideration of a motion to approve Resolution 2021-36: A Resolution authorizing adoption of the Bulloch County Hazard Mitigation Plan Update 2020 pursuant to the Disaster Mitigation Act of 2000.**

A Motion was made to approve Resolution 2021-36 authorizing adoption of the Bulloch County Hazard Mitigation Plan Update 2020 pursuant to the Disaster Mitigation Act of 2000.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	Mayor Pro Tem Paulette Chavers
<b>AYES:</b>	Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	Councilmember Phil Boyum

**7. Consideration of a motion to approve Resolution 2021-37: A Resolution authorizing the reorganization of the Public Works & Engineering Department while amending the Job Position Classification and Compensation Plan to reclassify the Stormwater Manager to Assistant Director of Public Works and updating the pay grade of the Assistant City Engineer, position due to additional job duties.**

A motion was made to approve Resolution 2021-37 authorizing the reorganization of the Public Works & Engineering Department while amending the Job Position Classification and Compensation Plan to reclassify the Stormwater Manager to Assistant Director of Public Works and updating the pay grade of the Assistant City Engineer, position due to additional job duties.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Mayor Pro Tem Paulette Chavers
<b>AYES:</b>	Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	Councilmember Phil Boyum

**8. Consideration of a motion to approve the employee benefits renewal recommendation for the 2022 calendar year.**

A motion was made to approve the employee benefits renewal recommendation for the 2022 calendar year.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Mayor Pro Tem Paulette Chavers
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

**9. Consideration of a motion to approve an amendment to the TSW contract for the Downtown Master Plan to include services to rewrite the City’s Zoning (including sign) Ordinance and Subdivision ordinance.**

A motion was made to approve an amendment to the TSW contract for the Downtown Master Plan to include services to rewrite the City’s Zoning (including sign) Ordinance and Subdivision ordinance.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

**10. Consideration of a motion to award a contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs in the amount of \$40,000.00.**

A motion was made to award a contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs in the amount of \$40,000.00.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

**11. Consideration of a motion to award a contract to Y-Delta, Inc. in the amount of \$176,921.23 for the South Zetterower Avenue at Stillwell Street Intersection Improvement project.**

A motion was made to award a contract to Y-Delta, Inc. in the amount of \$176,921.23 for the South Zetterower Avenue at Stillwell Street Intersection Improvement project.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Paulette Chavers
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

## **12. Other Business from City Council: None**

## **13. City Managers Comments**

City Manager Charles Penny announced that the City will be conducting three more vaccination clinics. The first one will be this Saturday October 9, 2021 from 8:30 to 12:30 pm at Luetta Moore Park. The second one will be on Saturday October 23, 2021 from 8:30 to 12:30 pm at City Hall. Mr. Penny thanks City staff and the Department of Health for their efforts.

Mr. Penny also announced that the City of Statesboro will hold three public meetings to seek input on the proposed use of funding from the Federal American Rescue Plan Act (ARPA). The first meeting will be this Thursday October 7, 2021 at 6:00 pm in the Council Chambers. The second meeting is Tuesday October 12<sup>th</sup> at 6:00 pm at Crossroads Community Church and the third meeting is set for Saturday October 16<sup>th</sup> at 10:00 am at City of David Worship Assembly.

## **14. Public Comments (General): None**

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

No Executive Session was held.

## **16. Consideration of a Motion to Adjourn**

A motion was made to adjourn.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

The meeting was adjourned at 9:34 am.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Mr. Jason Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Director of Public Utilities

**Date:** 10-12-2021

**RE:** Surplus and Disposition Asset

**Policy Issue:** Council Approval to dispose of Vehicles & Equipment in accordance with City Purchasing Policy Section 3.

**Recommendation:** Consideration of a Motion to approve Surplus and Disposition of the following items:

- a) 1999 E-150 Ford Van (Serial # (1mre11w1xhb54659)
- b) 2006 F-150 Ford Pickup ( Serial # (1ftrx12w66nb73513)
- c) 2001 Chevrolet 1500 Truck (Serial # (1gcec14v01z264034)
- d) 1986 John Deere Gator Three Wheeler (no Vin#)

**Background:** The staff in Public Utilities has provided the list of vehicles and equipment above that have exceeded their useful life.

**Budget Impact:** Small increase from sale of items.

**Council Person and District:** N/A

**Attachments:** None

**Georgia Municipal Association City of Excellence**

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



# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** City Manager Charles Penny & City Clerk Leah Harden

**From:** Tax Department

**Date:** 10/13/2021

**RE:** Dolan's Bar-B-Que

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

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

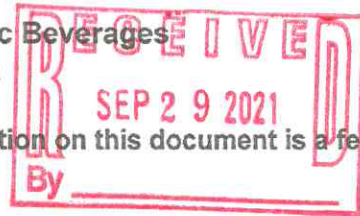
**Recommendation:** Planning & Development, Fire Department, Police Department, and Legal recommended approval

**Budget Impact:** None

**Council Person & District:** Paulette Chavers, District 2

**Attachments:** Application & Department Approvals

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



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

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

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

Date application was received by tax/license office: \_\_\_\_\_

1. Business Trade Name: Dolan's Bar-B-Que

D/B/A Name

2. Applicant's Name: Dolan's Bar-B-Que, LLC

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 239 South Main Street

4. Business mailing address: 3204 Ogeechee Road  
Millen, GA 30442

5. Local business phone number: 478-494-8338

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: MaunBeth Brown

Person responsible for alcohol licensing issues

7. Phone number for manager: 478-494-8338

8. Email address for manager: info@dolan'sbbq.com

9. Address of manager: 3204 Ogeechee Road, Millen, GA 30442

10. Purpose of application is;

New Business ☒ New Owner ☐

Previous owner's name: \_\_\_\_\_

If the business name has changed, list previous name: \_\_\_\_\_

If the business address has changed, list the previous address: \_\_\_\_\_

11. Indicate where the business will be located:

\_\_\_\_ Above ground  
☒ Street or ground floor level

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

12. Type of Business: \_\_\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership ☒ LLC

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

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

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Have you completed the financial affidavit attached to this application? \_\_\_\_\_

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

Name & address of partnership, LLC, or LLP: Dolan's Bar-B-Que, LLC

2172 Hwy 25 N, Millen, GA 30442

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

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

15. Members of LLC and/or partners:

Full Legal Name: Mary Beth Brown Phone #: 478-494-8338

Home Address: \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: Jacquelyn Brown Oglesky Phone #: 478-494-8228

Home Address: \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

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

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

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

Name of Corporation: \_\_\_\_\_

Home Office address: \_\_\_\_\_

\_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Date & Place of incorporation: \_\_\_\_\_

Do you have a shareholders agreement?: \_\_\_\_\_

If not, what documents establish the ownership rights of the shareholders? \_\_\_\_\_

\_\_\_\_\_



**17. Officers:**

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Percentage of stock owned: \_\_\_\_\_ Office held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Percentage of stock owned: \_\_\_\_\_ Office held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Percentage of stock owned: \_\_\_\_\_ Office held: \_\_\_\_\_

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

**18. Stockholders: (if different than officer names)**

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Percentage of stock owned: \_\_\_\_\_ Office held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_  
\_\_\_\_\_

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

**Has each shareholder completed the financial affidavit attached to this application?** \_\_\_\_\_

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

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

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

Mary Beth Brown

Lazar Oglesky

21. Is the commercial space where the business is to be located rented or leased? No

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

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

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

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

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

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

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? No

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

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

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? No

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

28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No

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

29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? No

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

30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? No

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

31. Will live nude performances or adult entertainment be a part of this business operation? No  
**If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.**



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

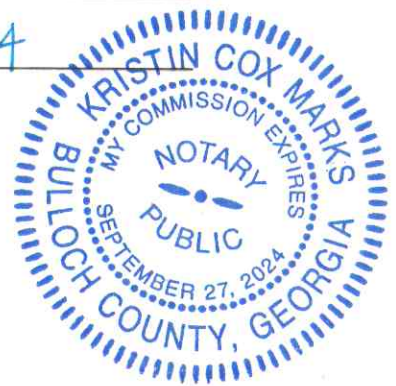
Mary Beth Brown  
Print full name as signed below

Marybeth Brown                      Owner                      09/24/21  
Signature of applicant                      Title                      Date

Sworn and subscribed before me this 28 day of Sept., 2021.

Kristin Marks  
Notary Public

Sept. 27, 2024  
My commission expires



Calculation of Basic License Fee

For Calendar Year: 2021

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

Total Due: \$ \_\_\_\_\_

**Dolan's BBQ**  
**239 S 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>	Elizabeth Burns	Approve	
<b>Fire Department</b>	Justin Taylor	Approve	TCO approved by the fire department with the condition that interior furniture will be bolted to the floor prior to the issuance of the CO. All required work must be completed by the established October 21, 2021 date. 10/11/2021
<b>Police Department</b>	Jared Akins	Approve	
<b>Legal</b>	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** City Manager Charles Penny & City Clerk Leah Harden

**From:** Tax Department

**Date:** 10/13/2021

**RE:** Vino 1910

**Policy Issue:** Mayor and Council shall approve application for a distance waiver in accordance with the City of Statesboro Code of Ordinances Chapter 6-5(o) and approve an application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Chapter 6-13 (a):

The mayor and city council, following application for a distance waiver permit for a Pub, notice and hearing, may in its discretion grant a distance waiver permit for Pub authorizing the issuance of a license to a licensee of a Pub notwithstanding the distance requirements in subsection 6-7(e) from school buildings, alcohol treatment centers, educational buildings on college campus, churches and/or property lines of a private dwelling located in single-family residential zoning district for locations that sell alcohol for consumption on the premises only. The application for a distance waiver permit shall be obtained as provided in the rules and regulations of the administration of this chapter.

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

**Recommendation:** Planning & Development, Fire Department, Police Department, and Legal recommended approval

**Budget Impact:** None

**Council Person & District:** Paulette Chavers, District 2

**Attachments:** Application & Department Approvals



## Proximity Waiver Application (Alcohol License)

<b>Applicant Information</b>	Applicant <u>David "Michael" Blackmon - Vinol910</u> Mailing Address <u>2813 West Main St</u> City <u>Statesboro</u> State <u>GA</u> Zip <u>30458</u> Telephone <u>(843) 597-8134</u> Fax ( )
<b>Property Ownership</b>	Property Owner <u>L A Waters</u> Mailing Address <u>8 W Main St.</u> City <u>Statesboro</u> State <u>GA</u> Zip <u>30458</u> Telephone <u>(912) 764-6576</u> Fax ( )
<b>Business Information</b>	Location Address <u>22 West Main</u> Type of Business <u>"Pub" Wine Bar</u> Alcohol Class Requested <u>Beer/Wine</u>

<b>Checklist For Submission</b>	<input checked="" type="checkbox"/> Narrative of alcohol waiver request (Please attach with this form). <input checked="" type="checkbox"/> Proximity Survey provided by a registered surveyor in the state of GA (If not submitted in original application).
<b>Application Fee</b>	<input checked="" type="checkbox"/> There is no Fee to Submit Waiver.

I/We understand and agree, upon execution and submission of this waiver, I/we agree to abide by all provision of the Statesboro Zoning Ordinance, as well as the policies and procedures related to the processing of licenses by the Department of Planning & Development. I/We attest that the information provided in this application is true and accurate to the best of my/our knowledge.

Signature of Applicant  Date 9/29/21

Reviewed for Council Submission \_\_\_\_\_

Zoning Authority \_\_\_\_\_ Date \_\_\_\_\_

Vino 1910

David "Michael" Blackmon

Owner

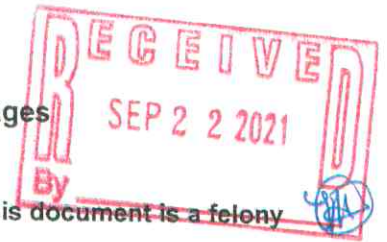
(843)597-8134

The opening of Vino 1910 is the commencement of my fulfilling a dream. It is the product of experiences and plans gathered over years. While I didn't know that my time and work in cities such as Boston, Aspen, and Charleston would lead me to Statesboro, it has become obvious that this is where the ideas and dream are to manifest. In my relatively short time here as VP of Food and Beverage for The Clubhouse, Tormenta FC, Vandy's BBQ, and Ibis Catering, Statesboro has become home. I love the work being done to revitalize the downtown area and am excited to be a part of it.

As excited as I am to start this personal venture, I'm equally excited for my colleagues and friends who are also embracing the commitment to our town--the guys at Bull and Barrel and Tandoor and Tap are great examples. It will be honor to work and collaborate with them as we share a similar vision. Even more so, I'm elated for the people of Statesboro. Vino 1910 will offer another opportunity for people to gather, a different experience that welcomes people in to try new things while sharing time and beverages on the heart of Main Street.



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



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

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

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

Date application was received by tax/license office: \_\_\_\_\_

1. Business Trade Name: Vino 1910  
D/B/A Name \_\_\_\_\_

2. Applicant's Name: Vino 1910 LLC.  
Name of partnership, llc, corporation, or individual \_\_\_\_\_

3. Business Physical Address: 22 West Main St.  
Statesboro GA 30458

4. Business mailing address: 22 West Main St.  
Statesboro GA 30458

5. Local business phone number: 843-597-8134

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: David Michael Blackmon  
Person responsible for alcohol licensing issues \_\_\_\_\_

7. Phone number for manager: 843-597-8134

8. Email address for manager: info@vino1910.com

9. Address of manager: \_\_\_\_\_

10. Purpose of application is:

New Business ☒ New Owner ☐



Previous owner's name: \_\_\_\_\_

If the business name has changed, list previous name: \_\_\_\_\_

If the business address has changed, list the previous address: \_\_\_\_\_

\_\_\_\_\_

11. Indicate where the business will be located:

☒ Above ground

☐ Street or ground floor level

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

12. Type of Business: \_\_\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership ☒ LLC

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

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

Full Legal Name: David Michael Blackmon Phone #: 843-597-8134

Home Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Name & address of partnership, LLC, or LLP: Vino 1910 LLC.

\_\_\_\_\_

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

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

\_\_\_\_\_

**15. Members of LLC and/or partners:**

Full Legal Name: Alaina Spencer Phone #: 843-422-1356

Home Address: \_\_\_\_\_

Full Legal Name: David Michael Blackmon Phone #: 843-597-8134

Home Address: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

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

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

Name of Corporation: \_\_\_\_\_

Home Office address: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Date & Place of incorporation: \_\_\_\_\_

Do you have a shareholders agreement?: \_\_\_\_\_

If not, what documents establish the ownership rights of the shareholders? \_\_\_\_\_

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

**Has each shareholder completed the financial affidavit attached to this application?** \_\_\_\_\_

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

**Name:** David Michael Blackmon **Phone #:** 843-597-8134

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

Previous address: \_\_\_\_\_

Dates lived there: \_\_\_\_\_

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

L. A. Waters  
8 West Main St. Statesboro GA 30458

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

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

L. A. Waters  
8 West Main St Statesboro GA 30458

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

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

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

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

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? No

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

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

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



27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? No

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

28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No

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

29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? No

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

30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? No

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

31. Will live nude performances or adult entertainment be a part of this business operation? No  
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

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

David M. Blackmon  
Print full name as signed below

 Owner \_\_\_\_\_  
Signature of applicant Title Date

Sworn and subscribed before me, this 22<sup>nd</sup> day of September, 20 21.

  
Notary Public



02/05/2024  
My commission expires

**Calculation of Basic License Fee**

For Calendar Year: 2021

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

Total Due: \$ 5900

Vino 1910  
22 W Main St  
Statesboro, Ga 30458

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

**Alcohol License Review**

Department	Full Name	Recommendation	Comments
Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	9/24/2021
Police Department	Jared Akins	Approve	9/29/21
Legal	Cain Smith	Approve	



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Senior Planner

**Date:** October 8, 2021

**RE:** October 19, 2021 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Denial of the Variance Requested by V 21-09-01.

**Background:** Bob Isaacson requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place a wall sign exceeding the maximum square footage for wall signs on a property located at 807 South Main Street.

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (V 21-09-01 & V 21-09-02)

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Senior Planner

**Date:** October 8, 2021

**RE:** October 19, 2021 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Denial of the Variance Requested by V 21-09-02.

**Background:** Bob Isaacson requests a Variance from Article XV, Section 1509 (Table 5) of the Statesboro Zoning Ordinance in order to place signage exceeding the aggregate square footage of all signs on a property located at 807 South Main Street.

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (V 21-09-01 & V 21-09-02)



## ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**V 21-09-01 & V 21-09-02  
ZONING VARIANCE REQUEST  
807 SOUTH MAIN STREET**

<b>LOCATION:</b>	807 South Main Street
<b>EXISTING ZONING:</b>	HOC (Highway Oriented Commercial)
<b>ACRES:</b>	2.29 acres
<b>PARCEL TAX MAP #:</b>	MS52000014A000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Restaurant
<b>PROPOSED USE:</b>	Restaurant



**PETITIONER** Bob Isaacson

**ADDRESS** 807 South Main Street; Statesboro GA, 30458

**REPRESENTATIVE** Sam Buchli, (Whitfield Signs)

**ADDRESS** 91 South College Street; Statesboro GA, 30458

### PROPOSAL

The applicant requests a variance from Article XV, Section 1509(Table 5), of the *Statesboro Zoning Ordinance* to allow for the construction of a two wall signs on the exterior of the existing garage building located at 807 South Main in the HOC (Highway Oriented Commercial) zoning district.

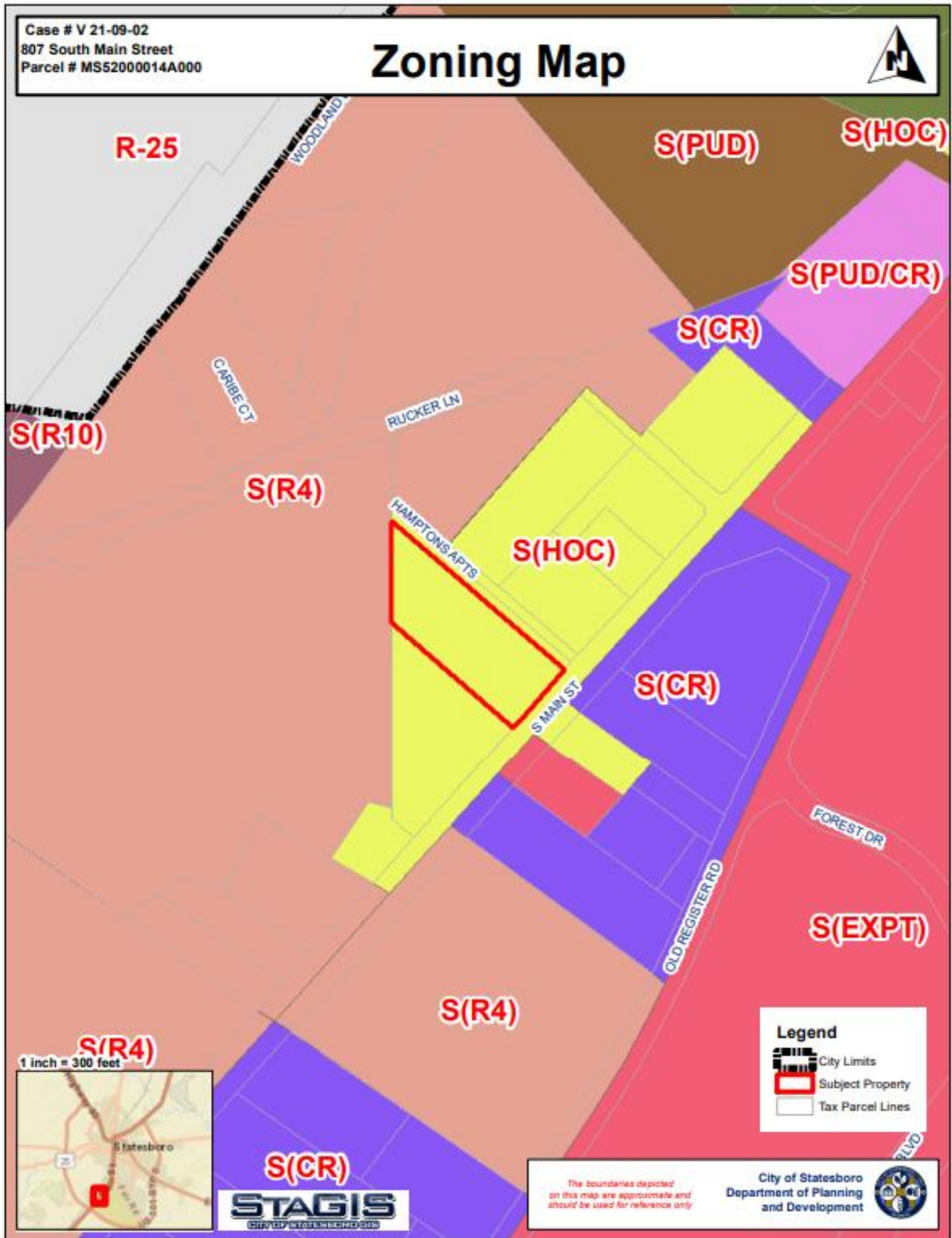
### PLANNING COMMISSION RECOMMENDATION

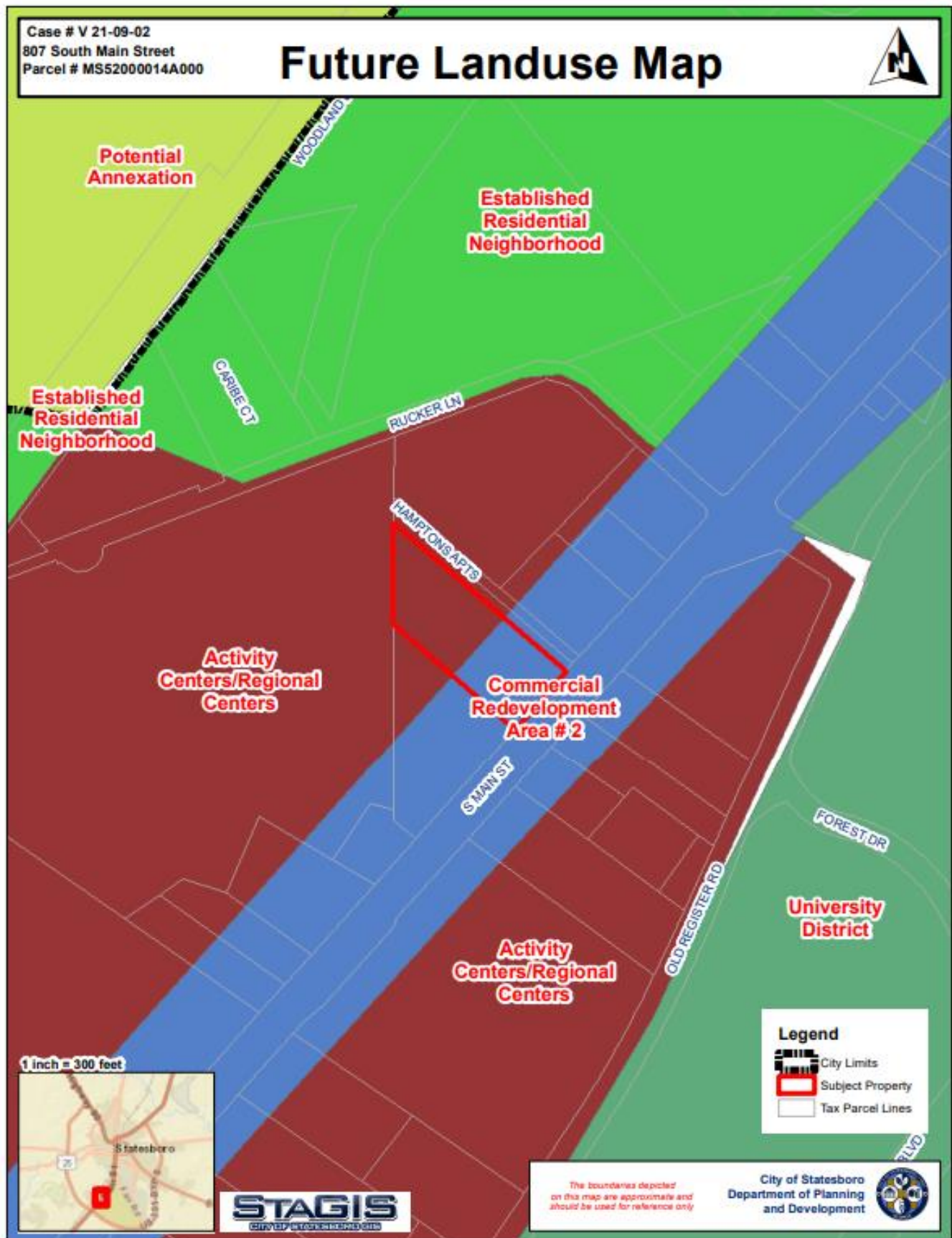
**V 21-09-01 & V 21-09-02 DENIAL**

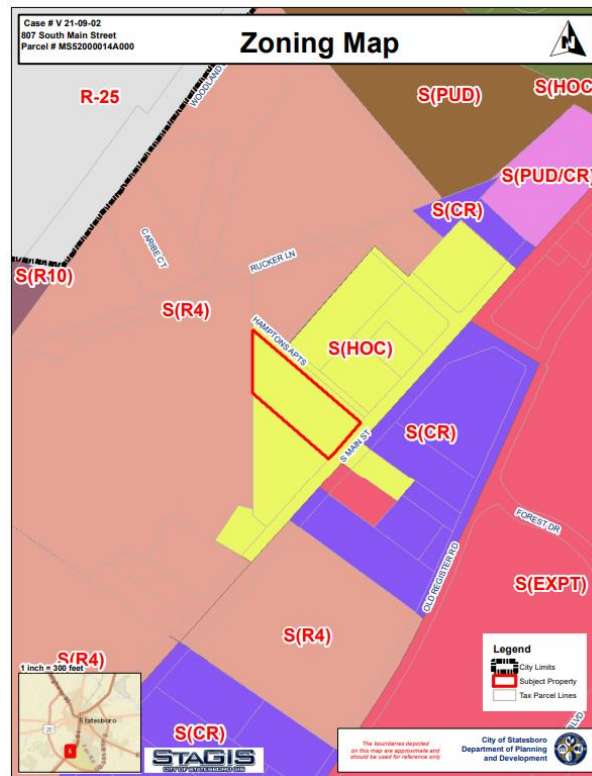












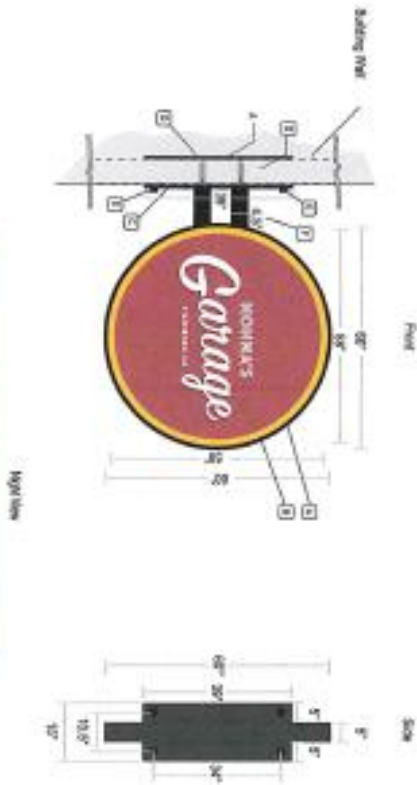
### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> HOC (Highway Oriented Commercial)	Auto Garage
Northeast	<b>Location Area #2:</b> HOC (Highway Oriented Commercial)	Garden Shop
East	<b>Location Area #3:</b> CR (Commercial Retail)	Auto Repair Shop
Northwest	<b>Location Area #4:</b> R4 (High Density Residential)	Apartment Complex
Southeast	<b>Location Area #5:</b> CR (Commercial Retail)	Unoccupied Building
South	<b>Location Area #6:</b> EXPT (Exempt)	Undeveloped Lot
Southwest	<b>Location Area #7:</b> HOC (Highway Oriented Commercial)	Auto Repair Shop
West	<b>Location Area #8:</b> HOC (Highway Oriented Commercial)	Auto Repair Shop





Front, Parked Two Sign Detail



Side



Height

#### Colors & Finish

Colors: Red, Yellow, White, Black  
Finish: Powder Coat

#### Standard Specifications & Notes

1. Sign shall be made of aluminum or steel.  
2. Sign shall be painted in accordance with the following specifications:  
a. Red: RAL 3000  
b. Yellow: RAL 1018  
c. White: RAL 9003  
d. Black: RAL 9005  
3. Sign shall be mounted on a steel post.  
4. Sign shall be illuminated with LED lights.  
5. Sign shall be weatherproof.



City of Springfield

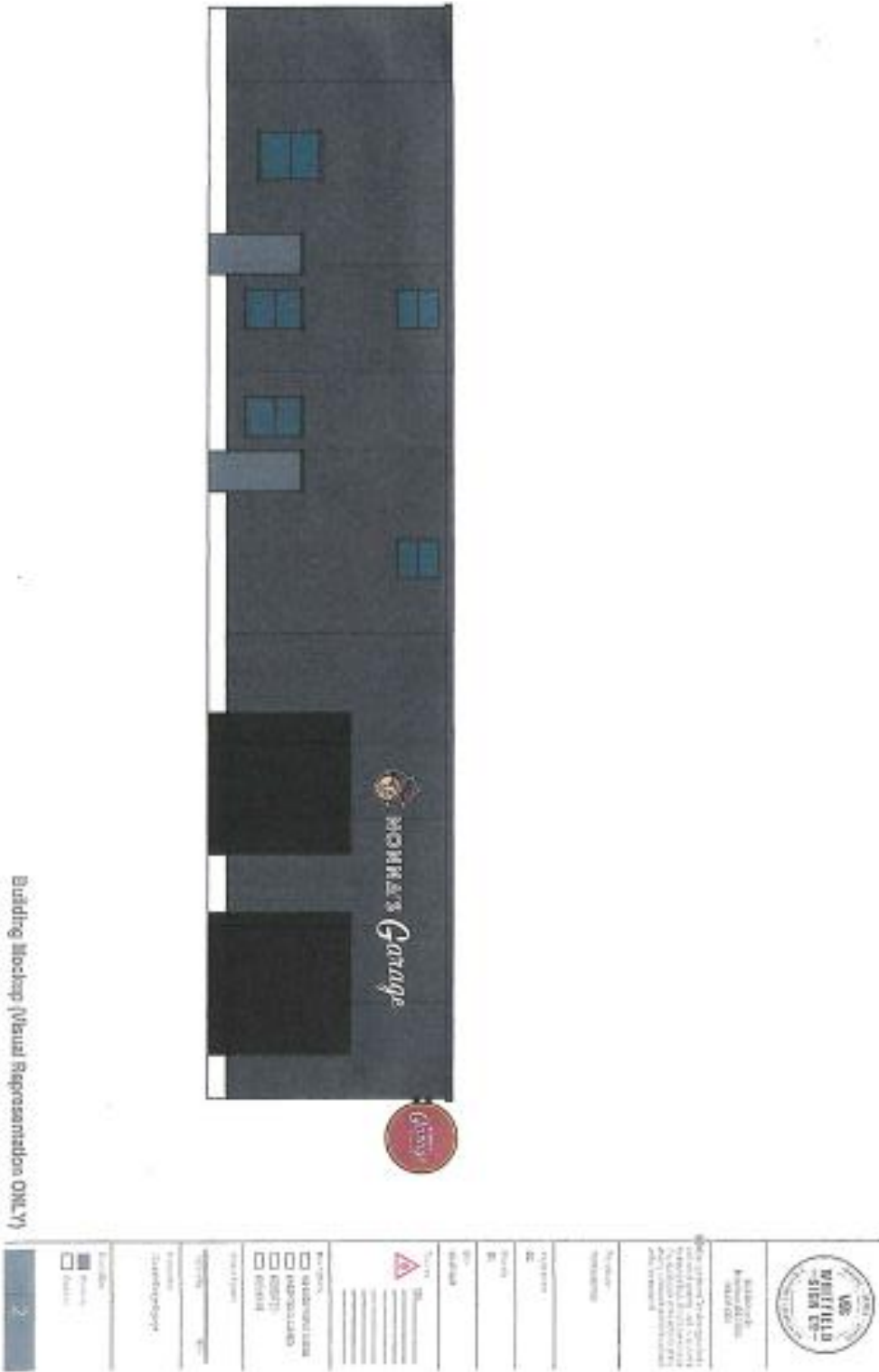
Planning & Development Dept

AUG 17 2021

Received

Dutigger Sign

Dutigger Sign



## **SUBJECT SITE**

The subject site is a 2.29 acre lot containing one building and a garage being developed as a secondary space for serving. The applicant is seeking to add wall signs on the exterior of the garage building that exceeds the maximum allowed wall square footage and aggregate square footage as per Article XV; Section 1509, Table 5 of the Statesboro Zoning Ordinance.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Commercial Redevelopment Area #2” character area, which is generally intended for higher density development as a gateway to the highway.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a special flood hazard area.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is currently served by city utilities, sanitation and public safety.

## **ZONING VARIANCE STANDARDS OF REVIEW**

The *Statesboro Zoning Ordinance* 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.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
  - The lot does not have any topographical conditions that reduce the inability of signage to be displayed. The building under consideration for additional signage is a secondary structure on the lot, in the rear of the parcel, but this secondary structure is not listed as a separate business.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
  - The request exceeds the maximum square footage allowance based on the ordinance. By right, the owner would be allowed to place the requested wall signage at no more than 50 feet square feet, with an aggregate of 150 feet square feet including all freestanding and wall signage. Signage being proposed is an additional 71 square feet. Currently, there are signs on this property which have not been authorized by approval of a sign permit.

3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
  - Application of the Ordinance does not create a specific hardship, as the currently existing building has signage, and no additional hardship is being created by the application of the Ordinance.
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
  - The signage is not immediately visible from the road, and would not cause any detriment to traveling citizens.

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

- The proposed use is consistent with the subject site's character area "Commercial Redevelopment Area #2" as stated in the *2019 – 2029 Comprehensive Master Plan*.

### **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Denial of V 21-09-01 & V 21-09-02 due to the lack of consistency with the spirit of the Ordinance, and the lack of hardship being imposed by adherence to the Ordinance.** If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to place the sign on this building. All signage must be properly reviewed and approved by the City.
- (2) All signage currently not approved on the site, must be properly permitted before issuance of new signage.

At the regularly scheduled meeting of the Planning Commission on October 5, 2021, the Commission recommended **Denial** of applications V 21-09-01 & V 21-09-02 by a 3-0 vote.



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Senior Planner

**Date:** October 8, 2021

**RE:** October 19, 2021 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Approval of the Variance Requested by V 21-09-03.

**Background:** David Hoyle request a Variance from Article XV, Section 1509 (Table 6) of the Statesboro Zoning Ordinance in order to place a wall sign above 12 feet on a property located at 19 South Main Street.

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (V 21-09-03)



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

V 21-09-03 ZONING VARIANCE REQUEST 19 SOUTH MAIN STREET		
<b>LOCATION:</b>	19 South Main Street	
<b>EXISTING ZONING:</b>	CBD (Central Business District)	
<b>ACRES:</b>	0.04 acres	
<b>PARCEL TAX MAP #:</b>	S18 000027 000	
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)	
<b>EXISTING USE:</b>	Coffee Shop	
<b>PROPOSED USE:</b>	Coffee Shop	

**PETITIONER** David Hoyle  
**ADDRESS** 19 South Main Street, Statesboro GA 30458

**REPRESENTATIVE** Jana Phillips (Whitfield Signs)  
**ADDRESS** 91 South College Street; Statesboro GA, 30458

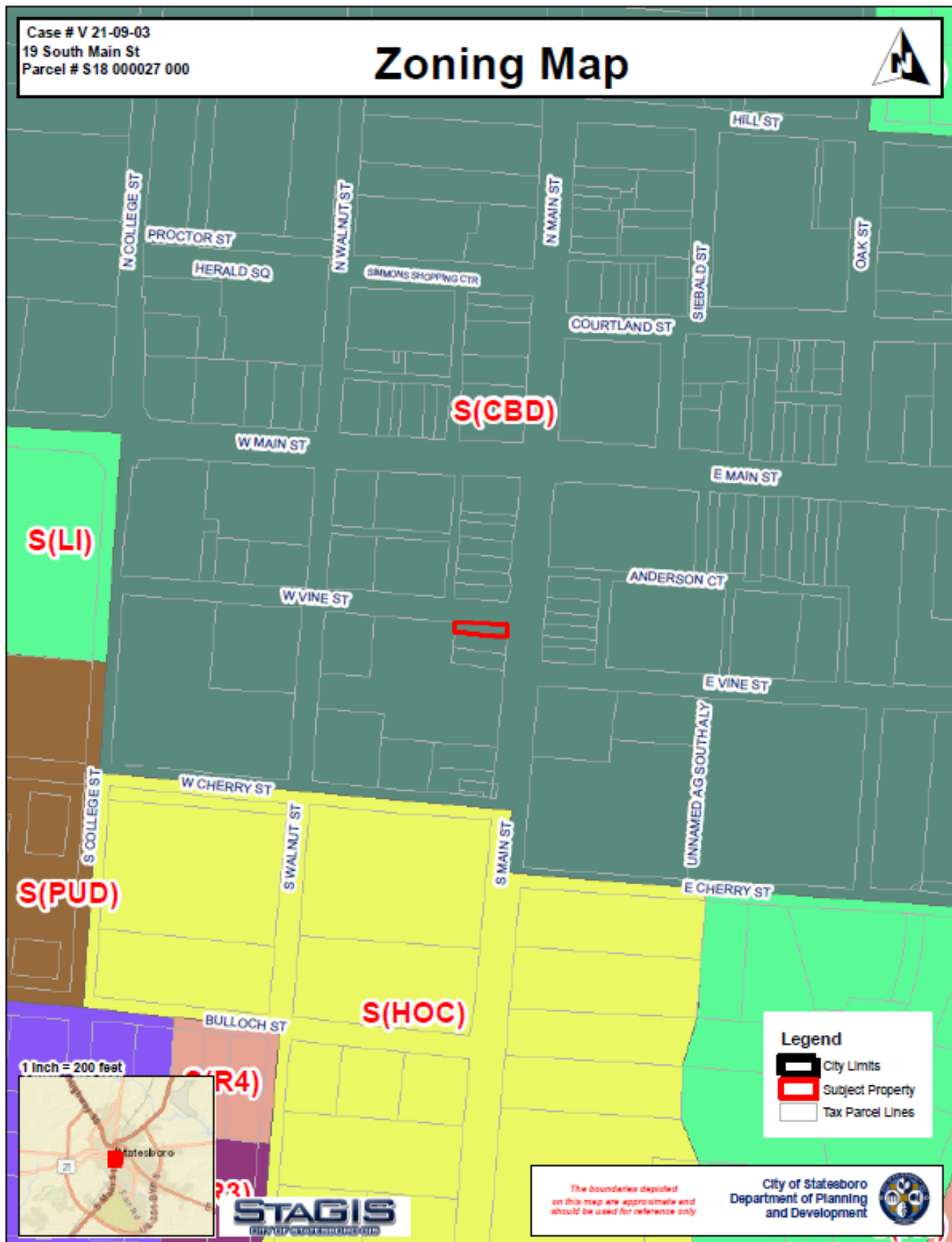
PROPOSAL
The applicant requests a variance from Article XV, Section 1509(Table 6), of the <i>Statesboro Zoning Ordinance</i> to allow for the construction of a wall sign on the exterior of the existing building located at 19 South Main Street in the CBD (Central Business District) zoning district.
PLANNING COMMISSION RECOMMENDATION
<b><u>V 21-09-03 CONDITIONAL APPROVAL</u></b>



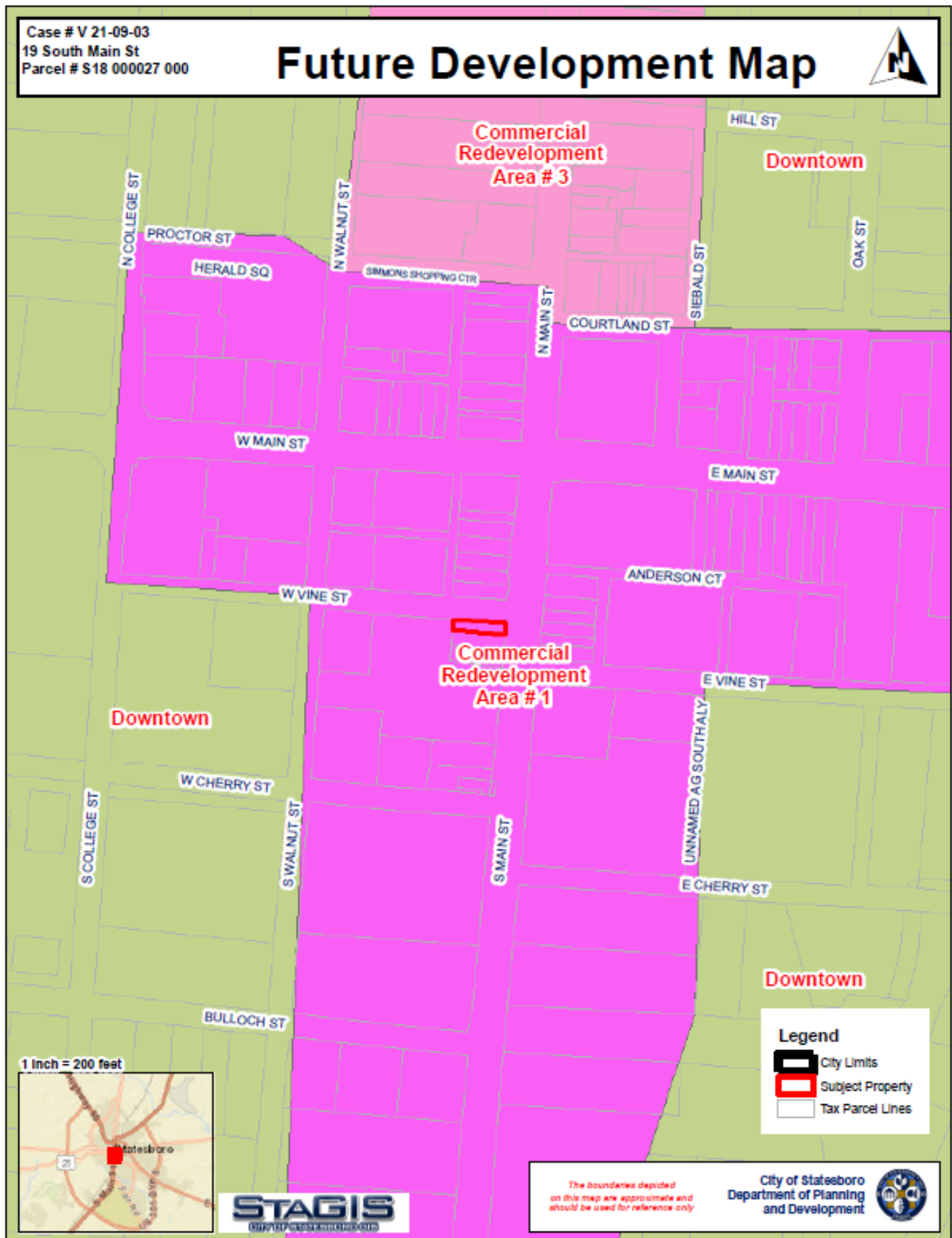
Case # V 21-09-03  
19 South Main St  
Parcel # S18 000027 000

# Location Map

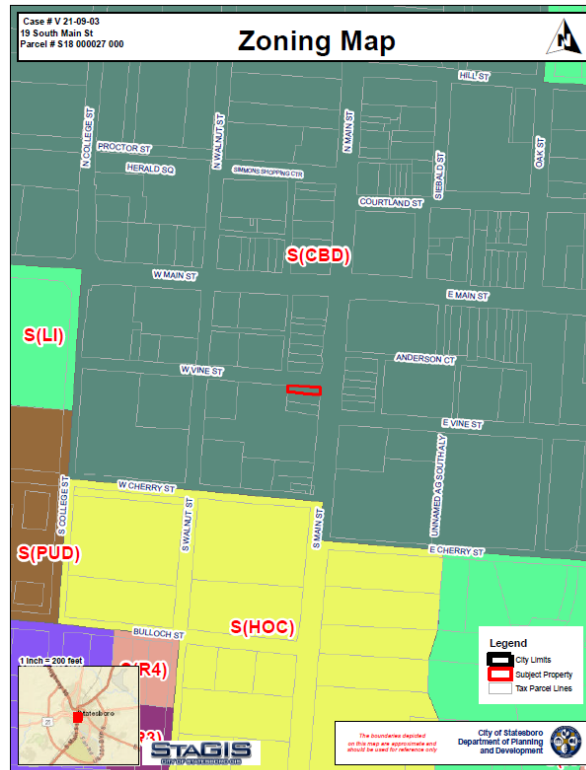












### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> CBD (Central Business District)	Antique Shop
Northeast	<b>Location Area #2:</b> CBD (Central Business District)	Attorney Office
East	<b>Location Area #3:</b> CBD (Central Business District)	Creative Art Studio
Northwest	<b>Location Area #4:</b> CBD (Central Business District)	Parking Lot
Southeast	<b>Location Area #5:</b> CBD (Central Business District)	Office Space
South	<b>Location Area #6:</b> CBD (Central Business District)	Commercial Space
Southwest	<b>Location Area #7:</b> CBD (Central Business District)	Residential Conversion
West	<b>Location Area #8:</b> CBD (Central Business District)	Parking Lot



City of Los Angeles  
Department of Planning  
AUG 19 2024  
Received

**Section 1: Planning**  
This project is located within the City of Los Angeles, California, and is subject to the City's General Plan, the City's Comprehensive Zoning Ordinance, and the City's Planning and Development Code. The project is located within the City's Planning and Development Code, which is subject to the City's Planning and Development Code. The project is located within the City's Planning and Development Code, which is subject to the City's Planning and Development Code.

**Construction Specifications**  
The project is subject to the City's Planning and Development Code, which is subject to the City's Planning and Development Code. The project is subject to the City's Planning and Development Code, which is subject to the City's Planning and Development Code.



ACM with DPV

<p>4111 Highway 101 Beverly Hills, CA 90210 916.833.1234</p>	
<p>Downloaded by: [Name] on [Date] This document is for your personal use only. It is not to be distributed, reproduced, or used in any way without the express written permission of the author.</p>	
<p>Project Name: [Name] Location: [Location] Date: [Date]</p>	<p>Project Number: [Number] Project Status: [Status] Project Manager: [Name]</p>
<p>Project Description: [Description] Project Objectives: [Objectives] Project Scope: [Scope]</p>	<p>Project Budget: [Budget] Project Timeline: [Timeline] Project Risks: [Risks]</p>
<p>Project Team: [Team] Project Stakeholders: [Stakeholders] Project Communication: [Communication]</p>	<p>Project Deliverables: [Deliverables] Project Milestones: [Milestones] Project Reporting: [Reporting]</p>

## **SUBJECT SITE**

The subject site is a 0.04 acre lot containing one row building. The applicant is seeking to add a wall sign on the exterior of the building that exceeds the maximum allowed height of at 12 feet as per Article XV; Section 1509, Table 6 of the Statesboro Zoning Ordinance.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Commercial Redevelopment Area #1” character area, which is generally intended for varied scale commercial retail and office use.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a special flood hazard area.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is currently served by city utilities, sanitation and public safety.

## **ZONING VARIANCE STANDARDS OF REVIEW**

The *Statesboro Zoning Ordinance* 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.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
  - The fascia for many buildings in the Downtown do not generally allow for the placement of signs of substantial use at lower than 12 feet. This building is consistent with many other buildings in the Downtown with this issue.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
  - The request exceeds the maximum height allowance based on the ordinance. By right, the owner would be allowed to place the requested signage at no higher than 12 feet.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
  - N/A.
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
  - N/A

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

- The proposed use is consistent with the subject site's character area "Commercial Redevelopment Area #1" as stated in the *2019 – 2029 Comprehensive Master Plan*.

### **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Approval V 21-09-03**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to place the sign on this building. All signage must be properly reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on October 5, 2021, the Commission recommended **Approval** of application V 21-09-03 by a 3-0 vote.



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Senior Planner

**Date:** October 8, 2021

**RE:** October 19, 2021 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Denial of the Variance Requested by V 21-09-05.

**Background:** Mohamed Alshuaibi requests a Variance from Article XV, Section 1509 (Table 4) of the Statesboro Zoning Ordinance in order to place a freestanding sign in front of an existing building located at 1825 Northside Drive East.

**Budget Impact:** None

**Council Person and District:** Boyum (District 1)

**Attachments:** Development Services Report (V 21-09-05)



## ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**V 21-09-05**  
**ZONING VARIANCE REQUEST**  
**1825 NORTHSIDE DRIVE EAST**

<b>LOCATION:</b>	1825 Northside Drive East
<b>EXISTING ZONING:</b>	CR (Commercial Retail)
<b>ACRES:</b>	4.03 acres
<b>PARCEL TAX MAP #:</b>	S38 000042 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Retail
<b>PROPOSED USE:</b>	Retail



**PETITIONER** Mohamed Alshuaibi  
**ADDRESS** 19 North Main Street, Statesboro GA 30458

**REPRESENTATIVE** Ron Patterson  
**ADDRESS** 106 Main Street, New Ellenton SC 29809

### PROPOSAL

The applicant requests a variance from Article XV, Section 1509 (Table 4), of the *Statesboro Zoning Ordinance* to allow for the construction of a freestanding sign in front of the existing building located at 1825 Northside Drive East in the CR (Commercial Retail) zoning district.

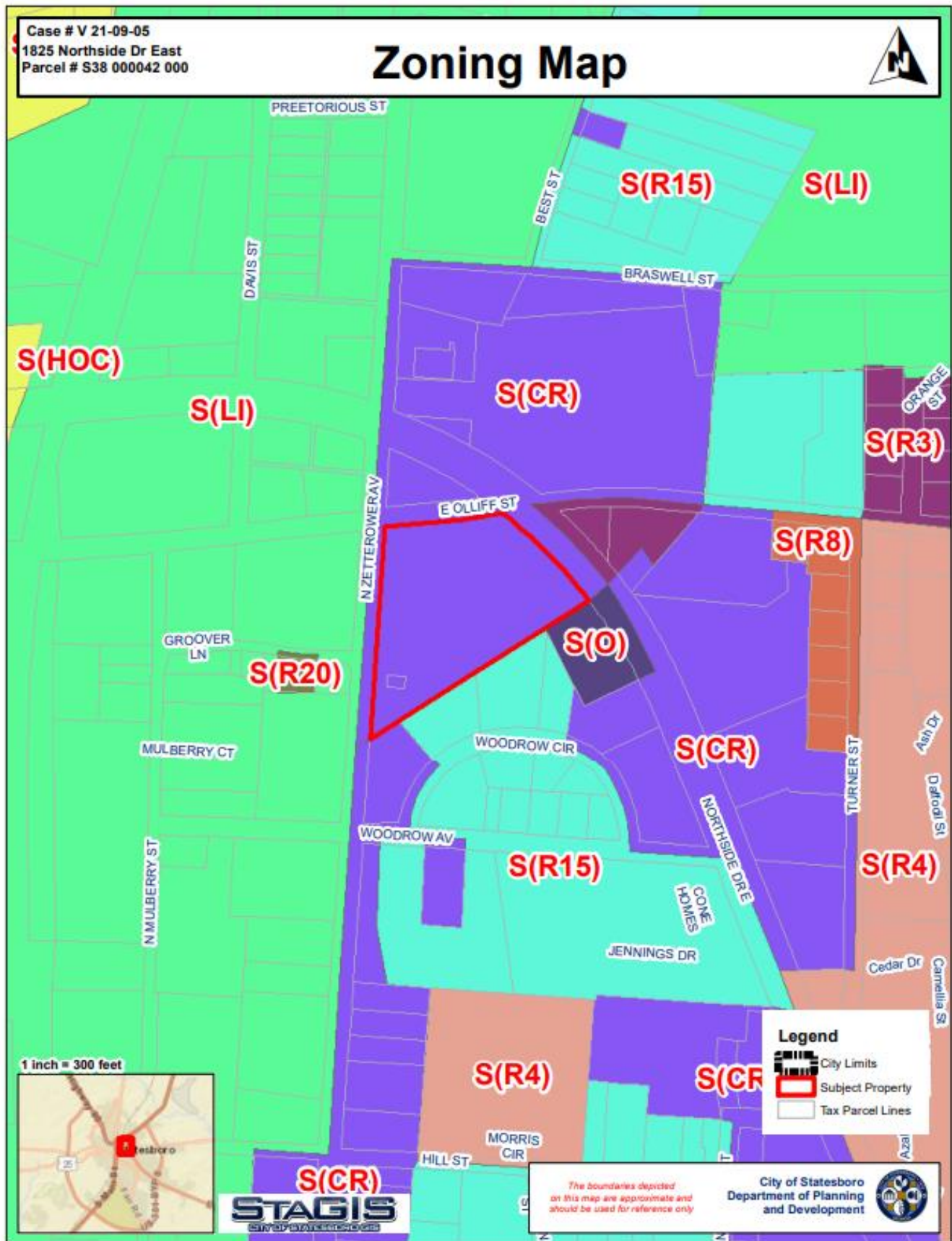
### PLANNING COMMISSION RECOMMENDATION

**V 21-09-05 DENIAL**







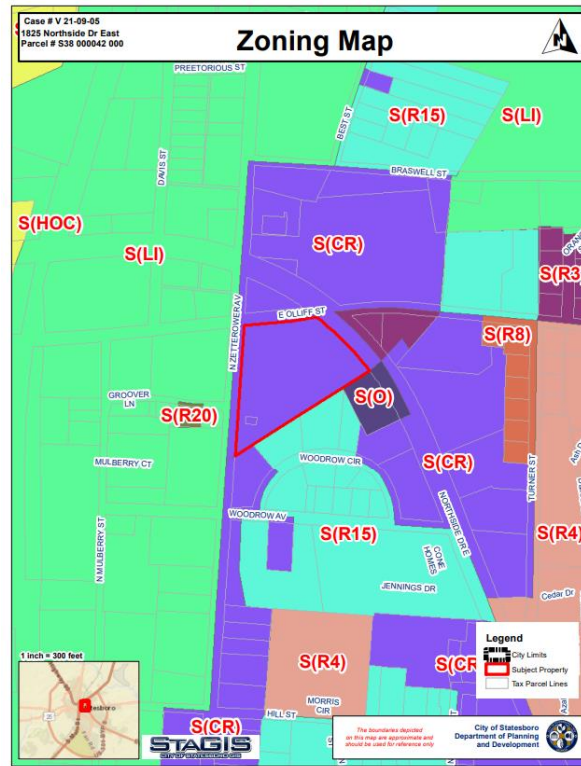


Case # V 21-09-05  
1825 Northside Dr East  
Parcel # S38 000042 000

# Future Landuse Map

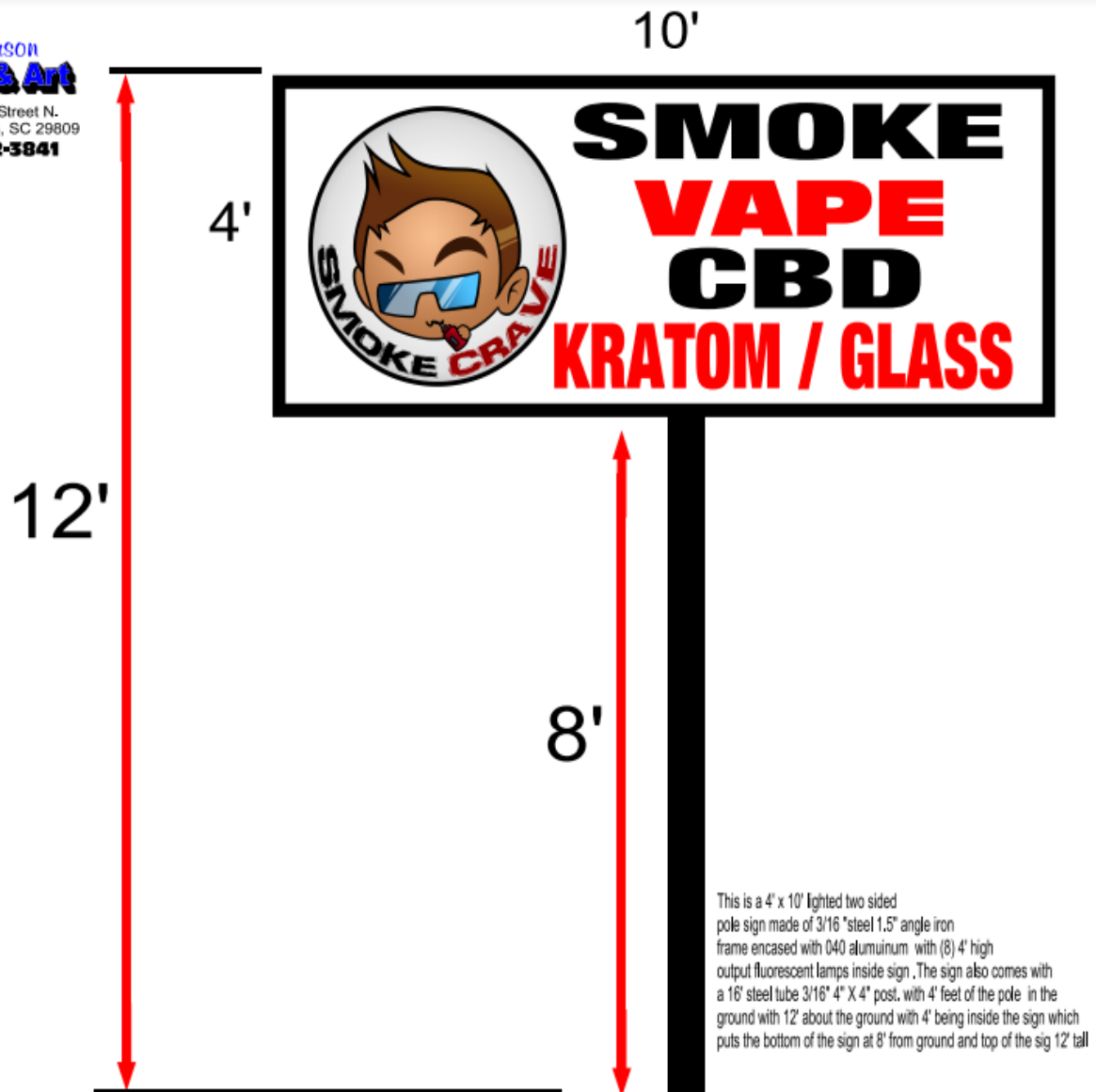






### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> CR (Commercial Retail)	Shopping Center
Northeast	<b>Location Area #2:</b> CR (Commercial Retail)/R3 (Medium Density Multiple Family Residential)	Church
East	<b>Location Area #3:</b> CR (Commercial Retail)	Charter School
Northwest	<b>Location Area #4:</b> CR (Commercial Retail)	Pawn Shop
Southeast	<b>Location Area #5:</b> CR (Commercial Retail)	Tire Shop
South	<b>Location Area #6:</b> R15 (Single-Family Residential)	Single-Family Residential Dwelling
Southwest	<b>Location Area #7:</b> O (Office)	Warehouse
West	<b>Location Area #8:</b> LI (Light Industrial)	Undeveloped Lot



## **SUBJECT SITE**

The subject site is a 4.03 acre lot containing a multi-tenant commercial building. The lot has a variety of businesses including a Sherwin Williams, realtor's office, a medical equipment shop and the applicant's retail vape shop. The applicant is seeking to add a freestanding sign in front of the building. Individual freestanding signs are not allowed for individual establishments within a planned commercial development as per Section 1509 of the Statesboro Zoning Ordinance. The applicant is seeking to place a freestanding sign of 40 square feet and a height of 12 feet at the front of the lot.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the "Neighborhood Center" character area, which normally would be characterized by a blend of lower to medium density residential and commercial, personal service, and offices that are neighborhood scale in size and intensity.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a special flood hazard area. The variance applied for will have no impact on any storm water or wetlands in the area.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is currently served by city utilities, sanitation and public safety. No significant impact is expected on community facilities or services as a result of this request.

## **ZONING VARIANCE STANDARDS OF REVIEW**

The *Statesboro Zoning Ordinance* 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." Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
  - The requested variance will not require any structural changes to the lot, as the general infrastructure is in place from a past sign that was on the site. Although there is curvature on Northside Drive East that can affect visibility of a smaller sign, the wall sign currently in place is double the standard amount allowed on an individual building.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
  - Based on the ordinance, the owner would not be allowed to place the requested freestanding signage on the property. It should be noted that the applicant already has a variance in place for a wall sign that exceeds the allowable square footage for a shared building. At this time, the owner has 120 square feet of wall signage, with additional window signs on the building.

3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
  - There is no noted topographical hardship associated with the adherence to the Ordinance.
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
  - Impacts to passing traffic should be noted, as the sign would not be a substantial distance from the nearest freestanding Sherwin Williams sign. In general, signage in a complex of this nature should be shared among tenants.

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

- The proposed use is consistent with the subject site's character area "Neighborhood Center" as stated in the *2019 – 2029 Comprehensive Master Plan*. However the proposed variance request for a freestanding sign is not in conformance with the majority of signage utilized by the other tenants of the shopping center.

#### **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Denial V 21-09-05 due to the lack of conformity with signage throughout sign district 2 and the substantial square footage being proposed for all signage.** . If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to place the sign on this building. All signage must be properly reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on October 5, 2021, the Commission recommended **Denial** of application V 21-09-05 with a 3-0 vote.





# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: October 19, 2021

RE: Grant Application (Naloxone)

POLICY ISSUE: Application for Grant

RECOMMENDATION: That Council approve the application of a grant by the police department to the Criminal Justice Coordinating Council in the amount \$41,184.

BACKGROUND: The police department has been deploying Naloxone (Narcan) with our front line officers since approximately 2018. Naloxone is an immediate use drug capable of saving the lives of those persons suffering from an opioid related drug overdose. Since deploying Naloxone, SPD officers have used it in several incidents to revive persons suffering from overdoses. Naloxone has a shelf life and our current supply is rapidly getting out of date. The State of Georgia has offered financial assistance to help agencies purchase Naloxone, and we request the submission for a grant in the amount \$41,184 which would allow us to purchase 156 new kits.

BUDGET IMPACT: There are no requirements for matching funds.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

**Resolution 2021-38: A Resolution Authorizing the Statesboro Police Department to Apply for a Grant through the State of Georgia Criminal Justice Coordinating Council (CJCC)**

**That whereas** the State of Georgia's Criminal Justice Coordinating Council has made funds available for the purchase of Naloxone (Narcan) for use by police officers;

**That Whereas** the Statesboro Police Department has been carrying and using Naloxon for immediate intervention in opioid overdose situations;

**And Whereas** Naloxone has a shelf-life and requires replenishment and replacement as doses reach their expiration dates;

**Now therefore, be it resolved** by the City Council of the City of Statesboro, Georgia, in regular session assembled this 19<sup>th</sup> day of October, 2021, hereby authorizes the Statesboro Police Department to apply for grant funds under this announcement from the CJCC

**Be it further resolved** that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 19<sup>th</sup> Day of October, 2021

City of Statesboro, Georgia

---

By: The Honorable Jonathan McCollar, Mayor

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Attest: Leah Harden, City Clerk



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: October 19, 2021

RE: Surplus Retirement Firearm

POLICY ISSUE: Surplus Item

RECOMMENDATION: That Council approve the award of a Department owned firearm to retiring Lieutenant Tony Gore.

BACKGROUND: Historically, the police department has awarded a firearm to those members who have retired in good standing with more than 25 years of service. This practice is specifically authorized by Georgia Statute 35-1-20. Lieutenant Tony Gore has announced his retirement from the police department after more than 25 years of exemplary service to the citizens of our community. The pistol he carries daily is a Glock Model 17 with Serial Number #BDLA520, and we would like to award him this pistol along with his retired credentials.

BUDGET IMPACT: We are able to purchase these pistols for approximately \$400

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director – Public Works and Engineering

**Date:** October 7, 2021

**RE:** Waste Transportation Contract FY22 – Existing Agreement Renewal

**Policy Issue:** Purchasing

### Recommendation:

Consideration of a motion to authorize the mayor to execute a contract with Quality Tire Recycling, L.L.C. for a used tire disposal contract. Terms of the contract will be in accordance with the disposal agreement provided and other conditions pertinent with such service contracts.

### Background:

The disposal agreement with Quality Tire Recycling, L.L.C. and the City of Statesboro provides solid waste disposal of used tires collected. The current agreement for tire disposal expired July 26, 2015. That agreement began in 2012 with the City of Statesboro. In consideration of the recent landfill disposal and transportation for solid waste, the vendor has requested an existing agreement renewal with price change.

The tire disposal fees are budgeted annually with consideration to the following criteria:  
\$125/ton with estimated 300 tons per year = \$37,500

The City Solid Waste disposal Division (SWD) has budgeted \$50,000/year for expenses related to this effort. Tire disposal is regulated by Georgia EPD. Quality Tire Recycling has been receiving tires from the City through Tire Abatement grants funding obtained from Georgia EPD. The facility serves as a good alternative for the city since the primary service of the provider is tire disposal and the facility is permitted with Georgia EPD. The City currently has contracts for landfill waste disposal from Waste Management and waste hauling services from Atlantic Waste. Atlantic Waste has agreed to transport to this facility.

**Budget Impact:** Transportation expenses will be paid by enterprise revenue in the Solid Waste Disposal Fund and Water and Sewer Fund.

**Council Person and District:** All

**Attachment:** Disposal Agreement

Quality Tire Recycling, Inc.  
465 Mallett Street  
P. O. Box 941  
Jackson, GA 30233

September 8, 2021

Jeff McCarty  
City of Statesboro  
P. O. Box 348  
Statesboro, GA 30459

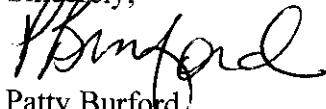
Re: Scrap Tire Recycling Service Agreement

Dear Customer,

Enclosed is a new Service Agreement for your review and signature. Please complete any missing information and make necessary corrections. If you have any questions, give me a call. If not, please sign/initial all 3 pages and return to me. If you do not wish to sign the Agreement, your account will be subject to the current prices at the time you call for our services. You may mail the agreement to the above address or email it to: [pburford@libertytire.com](mailto:pburford@libertytire.com)

We appreciate your business and look forward to working with you in the future.

Sincerely,



Patty Burford  
770-775-3304





Contractor: Quality Tire Recycling, LLC  
465 Mallet Street  
P.O. Box 941  
Jackson, GA 30233  
Phone: 770.775.3304

### GATE / DISPOSAL AGREEMENT

Customer Status: ☐ New Customer ☐ Existing-New Agreement ☒ Existing-Agreement Renewal ☒ Price Change ☐ Service Change

Contract Customer / Invoice to: City of Statesboro Customer Account number: 23248

Customer Name: FEIN No.:  
Address: P. O. Box 348  
City and State: Statesboro, GA Zip Code: 30459  
County: Fax Number: 912-489-4085  
Phone Number: 912-764-5279 E-Mail Address:  
Check One: Proprietor ☐ Partnership ☐ Corp ☐ State of Incorporation:  
Name of Principal: Title:

**Service:** Recycling, reuse and/or disposal of Customer's used tires ("Used Tires") at the Used tire facility of Contractor named above or any of its applicable subsidiaries or affiliates performing hereunder ("Contractor") in ("Contractor's Facility").

Effective Date of Service: 9/1/2021 Term: 12 months Estimated Volume: 300

Select one:  
☐ tons per month  
☒ tons per year

**Delivery and Acceptance Obligations:** During the Term of this Agreement, Customer shall deliver to Contractor's Facility all Used Tires collected by Customer within the Service Area (defined below), and Customer hereby grants Contractor the exclusive right to recycle, reuse and/or dispose of all Used Tires collected by Customer within such Service Area. The term "Service Area" shall mean that certain area contained within a 150 mile radius of Contractor's Facility. During the Term of this Agreement, Contractor shall accept for recycling, reuse and/or disposal at Contractor's Facility, all Used Tires delivered to Contractor's Facility by Customer in accordance with the terms of this Agreement.

#### Service Fees (Subject to annual adjustment pursuant to Section 3 of the attached General Conditions):

	<u>Piece rate</u>	<u>Bulk rate</u>
Passenger and Light Truck Tires:	\$ _____ per tire	\$ one price per ton
Large Truck Tires:	\$ _____ per tire	\$ one price per ton
Mixed Loads:		\$ 125.00 per ton
Rim Removal Fee	\$ extra per tire	
Other: _____	\$ _____ per tire	
Off-the-Road Tires:	\$ _____ per tire	\$ extra per ton
Contaminated Tires	\$ _____ per tire	\$ extra per ton

Environmental Fees: \$ 15.00

#### Billing Terms:

☐ COD ☒ Credit

#### Special Conditions:

1. We do not accept solid tires or tracks.
2. We will accept car & semi tires on rims at an additional fee - NO OTHER RIMS ACCEPTED.
3. \_\_\_\_\_

(Customer to initial below)

*[Signature]*

Customer Signature: \_\_\_\_\_ (Authorized Representative) Date: \_\_\_\_\_

Print Customer Name and Title: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_ (Authorized Representative) Date: \_\_\_\_\_

Print Contractor Name and Title: Doug Bernhardt - GM

## GENERAL CONDITIONS OF USED TIRE RECYCLING/DISPOSAL AGREEMENT

**Contractor hereby warrants to Customer that all Used Tires delivered by Customer shall be recycled, including reuse, in accordance with the used tire rules enacted by governing local, state and federal regulatory agencies.**

**1. Term.** The initial term of this Agreement shall be twelve (12) months, commencing on the Effective Date of Service, as may be extended herein ("Term"). At the end of the initial twelve (12) month period and on each anniversary thereafter, the Term shall automatically be extended by one (1) additional year unless, at least sixty (60) days prior to the end of the Term, one party hereto notifies the other party hereto, in writing, that it does not wish to extend the Term beyond the then current expiration date. Such automatic extension and option to cancel such automatic extension shall continue until this Agreement expires in accordance with the terms of this provision, or is terminated as otherwise provided herein, or is terminated by the mutual agreement of the parties hereto. Contractor agrees that if Customer no longer requires any Service for its Used Tires due to discontinuance of its business or relocation outside the Service Area, Customer may terminate this Agreement by delivering written notice to Contractor at least sixty (60) days prior to the intended termination date and making payment of all amounts due Contractor on or before such intended termination date. In the event Customer terminates this Agreement other than as provided above, or Contractor terminates this Agreement as a result of Customer's breach, Customer shall pay Contractor, as liquidated damages, the average of its past monthly charges multiplied by the number of months remaining in the Term.

**2. Exclusivity.** Contractor has invested—and based upon this Agreement will invest—capital, expertise, time and resources to perform this Agreement. Accordingly, during the Term of this Agreement, (1) Customer agrees to deal, negotiate, and contract exclusively with Contractor for any and all Used Tire related services provided by Contractor to Customer under this Agreement, including without limitation, the processing, recycling, resale, and/or disposal of Used Tires within the Service Area (collectively, "Services"), (2) Customer agrees not to deal, negotiate, and/or contract with any other person, corporation, or other entity—whether directly and/or indirectly—for Services, and (3) in connection with this Agreement, the parties agree that each will not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, hinder, evade, or obviate (a) one another, (b) each other's interests in or to the benefits of this Agreement, and/or (c) the interests or relationships that either party has with any other person, corporation, or other entity including without limitation customers, manufacturers, producers, sellers, buyers, vendors, brokers, dealers, distributors, refiners, and/or shippers to affect, change, increase, decrease, and/or avoid, directly or indirectly, the obligations of one another under this Agreement.

**3. Fees, Charges and Payment.** Customer shall pay Contractor for its Services in accordance with the Service Fees set forth on the first page of this Agreement and these General Conditions. Customer shall pay Contractor at Contractor's address on page 1 of this Agreement. The Service Fees and other charges set forth herein shall be adjusted after the first anniversary of the Effective Date of Service to reflect (a) increases in the Consumer Price Index, and (b) an annual four percent (4%) increase of all Service Fees and other charges hereunder. Customer shall pay Contractor for each load upon delivery unless credit is extended and approved, in which case payment shall be due within fifteen (15) days of invoice. Contractor has the right, in its sole discretion, to pass through to Customer any and all environmental cost recovery charges, environmental compliance charges or other similar charges related to upgrading or maintaining Contractor's facilities, including without limitation such charges which Contractor incurs in order to operate any or all of its facilities at operating standards which are in excess of what may be required by applicable federal, state or local environmental laws or regulations. Interest shall accrue and be charged on all past due amounts at the rate of one and one-half percent (1.5%) per month until paid, and Customer shall pay all costs and expenses incurred by Contractor in collecting any past due amounts, including reasonable attorneys' fees. If payment is not made when due, or if Customer otherwise breaches the terms of this Agreement and fails to cure the same within five (5) days of written notice of such breach, Contractor may suspend the provision of Services and/or terminate this Agreement upon written notice to Customer, in which event Contractor shall be entitled to recover all amounts then due and, in the event of termination, the liquidated damages described above.

**4. Governmental Taxes, Fees and Charges.** Customer shall be responsible for any and all taxes, fees or other charges imposed by local, state or federal laws and/or regulations upon the recycling and/or disposal of Customer's Used Tires.

**5. Used Tires.** Customer warrants to Contractor that all Used Tires delivered by it hereunder shall not have been subject to any safety recall, whether official or unofficial, and not otherwise subject to a 'destroy only' obligation. Customer also warrants that the Used Tires delivered to Contractor shall be in as dry a condition as possible (no more than 10 milliliters of water in each) and shall be free of oil, petroleum and any other hazardous or toxic wastes as defined by local, state or federal laws and/or regulations. All Used Tires exceeding 54 inches in height or 16 inches in width ("Off-the-Road Tires") must be demitted and delivered by separate loads which are not commingled with other tires. It is understood and agreed that Customer shall not deliver to Contractor any split or chopped tires, solid rubber tires, baled tires, tires containing a heavy accumulation of dirt, or any waste other than Used Tires (collectively "Unacceptable Waste"). If Unacceptable Waste is contained within any load delivered by Customer, Contractor may, at its election, (i) reject the entire load, or (ii) charge a supplemental fee to Customer for special handling and/or disposal of such Unacceptable Waste.

**6. Title.** Title to the Used Tires shall pass to Contractor upon either (i) the Used Tires being fully unloaded at the working face of Contractor's Facility and Customer's vehicle having departed such working face or (ii) payment of Contractor's Service Fees and other charges due for such Used Tires. Prior thereto, title to the Used Tires shall be in, and all risks and responsibilities theretofore shall be borne by, Customer. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with Customer.

**7. Laws, Rules and Regulations.** Customer agrees to comply, and to instruct all of its employees, drivers, contractors and agents ("Customer's Representatives") to comply, with all rules and regulations established by Contractor for the operation of Contractor's Facility ("Facility Rules"), and with all applicable governmental laws and regulations.

 Customer initials \_\_\_\_\_  
Date \_\_\_\_\_

**8. Insurance.** At all times during the Term of this Agreement, Customer shall carry and maintain (i) workman's compensation insurance which meets the

requirements of the State in which Contractor's Facility is located, and (ii) automobile liability insurance and general liability insurance, each with combined single limit for property damage and bodily injury (including death) in amounts standard and customary in the industry. Such insurance policies shall be issued by reputable insurance companies licensed to do business in the State in which Contractor's Facility is located. Upon request, Customer shall provide Contractor with an insurance certificate evidencing the foregoing coverage. Without limiting the foregoing, Customer shall carry insurance adequate to cover all potential liabilities related to its business and its indemnification obligations under this Agreement.

**9. Indemnity and Related Provisions.** Customer agrees to pay, indemnify, defend, and hold harmless Contractor and its employees, agents, and representatives from and against any and all claims, causes of actions, controversies, demands, damages, losses, costs, fines and/or liabilities (collectively, "Causes of Action") relating to and/or arising out of (1) the transportation or handling of the Used Tires by Customer or Customer's Representatives, (2) each and every deficiency, defect, characteristic, and/or other condition of Customer's tires delivered hereunder, including the delivery of Unacceptable Waste, (3) Customer's breach or nonperformance of any covenant, provision, representation or warranty made by Customer hereunder, (4) Customer's activities in connection with this Agreement or the Services, and (5) violation of any Facility Rules or any laws or regulations by Customer or Customer's Representatives, save and except for Causes of Action resulting from Contractor's willful misconduct or grossly negligent conduct. This indemnification specifically includes any damage to the vehicles of Customer or Customer's Representatives, and any injury to Customer or Customer's Representatives that may result from their transporting, handling or loading/unloading of Used tires and causes of action for death, personal injury, and/or property damage to property or the environment.

**10. Right to Compete.** Customer grants Contractor the right to compete with any offer which Customer receives (or intends to make) relating to the provision of Used tire recycling and/or disposal services or the resale of used tires upon the termination of this Agreement, and agrees to give Contractor written notice of any such offer and a reasonable opportunity to respond to it. If Contractor agrees to provide services on the same terms as those set forth in the offer, Customer shall contract with Contractor for such services.

**11. Default and Remedies.** In the event either party shall breach this Agreement and fail to cure any such breach within five (5) days of written notice thereof, the non-defaulting party shall have all rights and remedies set forth herein and all rights and remedies available at law or in equity.

**12. Force Majeure.** Except for their respective obligations to pay any sums of money due hereunder, each party hereto shall be excused for any delay or failure in the performance of their respective obligations hereunder, and shall not be liable for failure to perform or considered in default hereunder, if and to the extent that such delay or failure is caused by occurrences beyond such party's reasonable control and is not caused by such party, including, but not limited to, governmental laws or regulations, strikes or other labor disputes, civil commotion, sabotage, acts of terrorism, war, fire, casualty, flood, earthquake, explosion, weather, or acts of God.

**13. Notice.** Any notice to be given hereunder shall be in writing and shall be delivered by hand, certified mail or overnight courier to the respective party at the address set forth on the first page of this Agreement or such other address as either party shall designate by written notice to the other party. Any such notice shall be deemed effectively served as of the date of delivery unless delivery is refused or cannot be made, in which event notice shall be deemed given upon mailing.

**14. Waiver.** The failure of Contractor or Customer to enforce, at any time or for any period of time, any one or more of the provisions of this Agreement shall not be construed to be, and shall not be, a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision; provided, however, final payment to Contractor constitutes a full and final release of any claims that Customer may have against Contractor.

**15. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, such provision shall be deemed amended to the extent necessary to conform to applicable law, or, if it cannot be so amended without materially altering the intention of the parties, it shall be deemed stricken and the remainder of this Agreement shall remain in full force and effect.

**16. Governing Law & Venue.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles, and any suit or cause of action brought to enforce the terms of this Agreement shall only be heard in the appropriate court of Allegheny County, Pennsylvania.

**17. General Provisions.** This Agreement (i) constitutes the entire contract between the parties with respect to the Services contemplated hereunder, (ii) may only be changed, modified or amended by a writing signed by both parties hereto, and (iii) shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The representations, warranties and indemnifications contained herein shall survive the termination of this Agreement. If any conflict or differences exist in this Agreement between items that are printed and those that are typed or written, the typed or written language shall govern. Each party agrees, represents and warrants to the other that it has not made, and makes no statements, representations and/or warranties that are not contained in this Agreement, and neither party has relied on any fact, statement, representation, and/or warranty that is not contained in this written Agreement. Each party hereby represents and warrants that the execution and performance of this Agreement have been duly authorized by such party and that this Agreement is a valid and binding obligation of such party, enforceable in accordance with its terms. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall be deemed to be one and the same instrument. A facsimile or pdf signature binds the same as an original.

X Customer initials \_\_\_\_\_  
4 Date \_\_\_\_\_

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director - Public Works & Engineering

**Date:** October 6, 2021

**RE:** Contract Award – Front Load, CNG Refuse Truck

**Policy Issue:** Purchasing

### Recommendation:

Staff recommends and requests award of contract to Solid Waste Applied Technology (SWAT) for the purchase of a New Way Front Loader Refuse Collection body with a 2022 Peterbilt 520 CNG Cab and Chassis per Sourcwell (formally NJPA) contract to SWAT in the amount of \$346,209.43. This item will be purchased with Solid Waste Collection revenue funds.

### Background:

The Front Load, CNG Refuse Collection Truck is to be utilized in the Solid Waste Collection Division of Public Works & Engineering Department. The Front Load (CNG) Refuse Collection Truck is funded in the amount of \$325,000.00 in the FY2021 budget and is listed under CIP# SWC-9. This truck will be outfitted with other safety equipment and decals with available funds budgeted. The price of the equipment is in excess of the funds budgeted. This is due to current economic conditions across the United States, with suppliers experiencing supply chain shortages, as well as price increases. Some of those increases are due to the rising cost of steel. SWAT has provided a detailed description of reasons for the price increase in a memo attached. I contend the amount increase is not preferred; however, the expectation is pricing for similar equipment will only increase more over time as described in the memo. The balance will come from fund balance in solid waste collection fund, which has reserve funds to cover this expense.

The Sourcwell Contract # 091219-NWY, meets all requirements, specifications and warranty needed. This machine is on a 5/10 year rotation (front line/backup machine) to minimize the downtime and maintain operational efficiency due to the continuous work load of the commercial division. It is anticipated that the current backup machine will be utilized in operations within Public Works.

### Budget Impact:

Reduction in Maintenance Costs

### Council Person and District:

N/A (citywide)

Solid Waste Applied Technologies  
207 Hal Averitt Blvd  
Statesboro, Georgia 30458



Phone: 912-549-0005  
Cell: 912-293-0099  
JC@SWATtruckrepair.com

## QUOTATION LETTER

City of Statesboro (SW#33094)  
PO Box 348  
Statesboro, GA 30458

10/01/2021

Dear Stevie and City of Statesboro,

Due to our current economic conditions across the United States, all of our suppliers are experiencing supply chain shortages, as well as price increases. Some of those increases are due to the rising cost of steel. Most companies have implemented steel surcharges and/or price increases to keep up with rapidly rising costs of supplies and labor. Across the refuse industry, most of the chassis manufacturers are having to increase pricing by at least ten percent (10%) and on the body side, the industry has implemented steel surcharges on the body. The current industry standard on steel surcharge is 16.5%. This is expected to increase again in mid-October.

If you have any questions, please feel free to contact me.

Sincerely

JC Gillenwater  
Owner



Solid Waste Applied Technologies  
207 Hal Averitt Blvd  
Statesboro, Georgia 30458



Phone: 912-549-0005  
Cell: 912-293-0099  
JC@SWATtruckrepair.com

## QUOTATION

City of Statesboro (SW#33094)  
PO Box 348  
Statesboro, GA 30458

10/01/2021

Sourcewell Contract # 091219-NWY

**TOTAL TRUCK PACKAGE DELIVERED \$346,209.43**

### SPECIFICATIONS

Quantity	Part No.	Description
1		40yd Eject (208"-210" Wheelbase)
STD		Complete Mount
1		Service Hoist
STD		Denison Long Life Vane Pump
1		Integrated Strobe Light Package System - 2 round lights upper tailgate
1		Integrated Strobe Light Package System - 2 round lights lower tailgate
1		Upper Light Bar With 2 Stop/Tail & 2 Turn
1		Back Up Collision Avoidance Sensor
1		Dual Camera/Flat Screen 7.0"
1		Acrylic Urethane Enamel Color- BLUE P3594EX
1		Body Floor to 1/4" 100K
1		Packer Panel lower face liner 3/16" AR450
1		Super Track Bottom Wear Strip (Hopper Only)
1		Torque Tube reinforcement
STD		Electronic Filter By-Pass Indicator In Cab
1		Hour Meter on PTO
1		Low Fluid Level Switch
1		Quick Disconnect Pressure Gage
STD		Single Handle Quad Air Control Joystick
1		10,000 lb. Lift Rating with 3/8" 50K Arm Skins, 5.25" Diameter Arm Cylinders & 4" Fork Cylinders
STD		Fork Thickness 1.5" 100k with hook (44 9/16" bumper to hook)
1		Fork Limiter to retain can on forks during dumping
1		Extended canopy cleaning tool with broom attachment and holder
1		Remote grease TG hinge & cylinders
STD		Sliding Access Door (Fiber Glass)
1		Shovel & Broom Rack- back side of front bulkhead screen
1		Body hold down lock
1		Canopy Extension Raise With Air Cylinder
1		Canopy Coated with Rock Guard Liner
1		Drip Pan Below Tailgate Seal
STD		2-Year Cylinder Warranty
1		2-Year Body Warranty
1		2-Year Hydraulic Warranty
1		LED Work Lights on Canopy directed toward can

1	LED MID BODY BACK UP LIGHTS
1	LED TG BACK UP LIGHTS
1	LED WORK LIGHTS 2 Hopper & 1 Canopy- Same as SN 12911F
1	LED OVAL STROBE SIDE OF TG BUBBLE- SAME AS SN 12911F
1	CAUTION DECAL - TG- LARGE
1	75 DGE CNG TANK & CABINET- ROOF MT
1	2 FUEL PORTS - 1 FRONT BUMPER & 1 DRIVERS SIDE
1	CNG Cabinet paint to match body P3594EX Blue
1	Chassis 2022 Peterbilt 520 CNG
1	Freight
	Chassis includes 5 yr engine,transmission, cab, frame warranty
1	PDI

END OF SPECIFICATIONS

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Jason Boyles, Assistant City Manager

**From:** Steve Hotchkiss, Director of Public Utilities

**Date:** 10-12-2021

**RE:** Sole Source purchase of Programmable Logic Controllers (PLC) Phase II

**Policy Issue:** Council Approval

**Recommendation:** Consideration of a motion to approve the purchase of nine PLCs with control panels, hardware and installation from Revere Control Systems, Inc. in the amount of \$85,300.00 with funds approved in the 2022 CIP Budget Item # WTP-9-R.

**Background:** The Water Sewer Department and the Waste Water Treatment Plant use PLCs to control many of the automated systems and equipment that operates the City's water wells, waste treatment function and SCADA system. These components were installed when the City first started using automated controls more than twenty years ago and have not had a major upgrade since. PLCs are basically highly specialized computers that control specific functions and because of their age ours can no longer accept modern updates and are more prone to malfunction. This is Phase II of a two part project, the first phase was finished last year and this purchase will complete the PLC change out process.

We are requesting to purchase these items Sole Source from Revere because the new units must match the existing equipment and must be compatible with our existing SCADA system. This contract will cover the equipment, installation and startup of the system once installed.

Revere has managed our SCADA and Automated Controls for many years and has provided good service and reliability. Our consultants at Hussey Gay Bell Engineering have reviewed the proposals and have compared the prices against other brands and find them to be very competitive with industry standards.

**Budget Impact:** Funds were approved in the 2022 CIP #WTP-9-R.

**Council Person and District:** All

**Attachments:** Revere Proposal



**PROPOSAL FOR**  
**GE PLC UPGRADES**  
**CITY OF STATESBORO, GA**  
GARY MOSLEY, SCADA ADMINISTRATOR  
302 BRIARWOOD ROAD  
STATESBORO, GA 30458

**QUOTE DATE: SEPTEMBER 1, 2021**

Dear Gary:

Thank you for the opportunity to present our proposal for upgrading the GE 90-30 PLCs to the GE Rx3i PLC Platform at the Wastewater Treatment Plant. We will provide the GE Rx3i PLC hardware as well as the services outlined in the defined scope of work.

The following GE Rx3i PLC Hardware components will be provided per PLC Control Panel.

### PLC Hardware Lists

RTU-101 Control Panel		
Qty	Description	Manufacturer
1	GE Rx3i 12-Slot Universal Base	IC695CHS012
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

RTU-121 Control Panel		
Qty	Description	Manufacturer
1	GE Rx3i 12-Slot Universal Base	IC695CHS012
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Dual Slot, 1.1 GHz Processor, 10 Mg Memory, 1 Ethernet Port	IC695CPE310

RTU-201 Control Panel		
Qty	Description	Manufacturer
1	GE Rx3i 7-Slot Universal Base	IC695CHS007
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

<b>RTU-301 Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 7-Slot Universal Base	IC695CHS007
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

<b>RTU-501 Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 7-Slot Universal Base	IC695CHS007
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

<b>RTU-601 Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 12-Slot Universal Base	IC695CHS012
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i Base Expansion 10 Slots	IC694CHS392
1	GE Rx3i Power Supply 120/240 VAC Standard	IC694PWR330
1	GE Rx3i CPU Dual Slot, 1.1 GHz Processor, 10 Mg Memory, 1 Ethernet Port	IC695CPE310
1	GE Rx3i Serial Expansion Module	IC695LRE001
1	GE Rack Expansion Cable, I/O Expansion 2 Meters	IC693CBL301

<b>Gateway Tank Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 7-Slot Universal Base	IC695CHS007
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

<b>I-16 / Hwy 301 Tank Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 7-Slot Universal Base	IC695CHS007
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305

<b>Reuse System Control Panel</b>		
<b>Qty</b>	<b>Description</b>	<b>Manufacturer</b>
1	GE Rx3i 12-Slot Universal Base	IC695CHS012
1	GE Rx3i Power Supply 120/240 VAC 40 Watts (Occupies 2 Slots)	IC695PSA040
1	GE Rx3i CPU Single Slot, 1.1 GHz Processor, 5 Mg Memory, 1 Ethernet Port	IC695CPE305



## Engineering Services

The following Engineering Services will be provided for each PLC Control Panel Upgrade.

### A. Engineering Services

- PLC hardware configuration and logic conversion using Machine Edition programming software.
- Remove existing GE 90-30 PLC Hardware including base(s), power supply, CPU, Ethernet Module.
- Installation of GE Rx3i PLC Hardware as provided in this proposal.
- Note: The existing GE 90-30 I/O Modules will be reused.
- Verification of communications with the GE Proficy iFix HMI Application.
- Provide a copy of the new PLC program file to the City of Statesboro.

## Project Pricing and Timelines

<b>RTU-101 Control Panel Upgrade.....</b>	<b>\$ 8,673.00</b>	
<b>RTU-121 Control Panel Upgrade.....</b>	<b>\$ 12,250.00</b>	
<b>RTU-201 Control Panel Upgrade.....</b>	<b>\$ 8,505.00</b>	
<b>RTU-301 Control Panel Upgrade.....</b>	<b>\$ 8,505.00</b>	
<b>RTU-501 Control Panel Upgrade.....</b>	<b>\$ 8,505.00</b>	
<b>RTU-601 Control Panel Upgrade.....</b>	<b>\$ 13,232.00</b>	
<b>Gateway Tank Control Panel Upgrade .....</b>	<b>\$ 7,400.00</b>	
<b>I-16 / Hwy 301 Tank Control Panel Upgrade .....</b>	<b>\$ 7,400.00</b>	
<b>Reuse System Control Panel Upgrade.....</b>	<b>\$ 10,830.00</b>	
<b>Total PLC Upgrade Price .....</b>	<b>\$ 85,300.00</b>	<b>Total Price</b>

<b>Pricing:</b>	Prices do not include sales tax based on the City of Statesboro providing a tax exempt certificate.
<b>Timeline:</b>	Scheduling of onsite services are based on material lead time and coordination with the City of Statesboro SCADA Administrator.
<b>Sales Tax:</b>	Revere must collect taxes for shipments made to the following states unless a tax exemption certificate is provided prior to shipping: AL, AR, CO, FL, GA, KY, LA, MS, NC, NV, OH, PA, SC, TN, and TX.

## Payment Terms

Unless stated otherwise, payment terms are net cash thirty (30) days after shipment. A late charge of one and a half percent (1½%) per month shall be added to all amounts not received within thirty (30) days after invoice. Buyer agrees to pay all costs and expenses of Seller, including collection fees, attorneys' fees and expenses and court costs for securing payments due and/or resolving disputes under this contract.

Project will be invoiced according to a schedule of values agreed to by both Seller and Buyer. Partial shipments will be invoiced as shipped.

## List of Attachments/Exhibits

The following attachments and/or exhibits are considered an integral part of this proposal:

- Revere Terms and Conditions

Thank you for your consideration of Revere Control Systems. We look forward to working with you on this project.

Sincerely,

*Nan Johnson*

Nan Johnson, PMP  
Vice President of Municipal Systems  
Revere Control Systems, Inc.  
Phone: 205.271.9806  
[njohnson@reverecontrol.com](mailto:njohnson@reverecontrol.com)

These are the terms and conditions for all work performed by Revere Control Systems ("RCS") for ("Buyer") that is related to:  
(the "Project"). Dated .

**ENTIRE AGREEMENT** The entire agreement between RCS and Buyer consists of: (a) these Terms and Conditions, (b) RCS's proposal (to which these terms and conditions are attached) (the "Proposal"), (c) the written requirements of Buyer (if any) that are attached as Exhibit A and, (d) if applicable, Buyer's later purchase orders to the extent they do not contain any additional, inconsistent or contrary terms or conditions (all of which are expressly rejected by RCS) to those set forth in the foregoing documents (collectively the "Contract"). The Contract may only be modified by a written Change Order executed by both Buyer and RCS. To the extent these Terms and Conditions are inconsistent with the Proposal or Buyer's written requirements (if any) attached as Exhibit A or any of Buyer's purchase orders, these Terms and Conditions shall take priority. To the extent the Proposal is inconsistent with the Buyer's written requirements (if any) attached as Exhibit A or any of Buyer's purchase orders, the Proposal shall take priority.

**INTELLECTUAL PROPERTY** RCS shall retain sole ownership of all of its intellectual property used or produced in connection with the Project, including but not limited to all drawings, specifications, software, written materials, manuals, marks, business methods, and all other property that is capable of protection by a patent, copyright or trademark (whether or not such protection has actually been sought). Buyer shall not use such intellectual property except for the purpose of confirming the quality of design and/or manufacturing of the products and services set forth in the Proposal. Buyer shall not photocopy, duplicate or in any way copy such intellectual property except for the Buyer's internal purposes only (but not for rendering services or selling products to third persons). Buyer shall not sell, license, assign or transfer the intellectual property protected by this paragraph to anyone. Buyer shall ensure that Owner is in possession of valid licenses for all third-party software (not provided by RCS) used for the Project, and shall indemnify and hold harmless RCS against all claims by licensors of such software. RCS makes no warranty regarding the effect of such third-party software on the performance of the software to be developed by RCS for the Project and RCS shall be released from any warranties given to Buyer to the extent that such software causes or contributes to problems. Following acceptance and final payment to RCS, RCS will grant to the Owner a non-transferable, non-exclusive license to use the software for the Owner's internal purposes only in the form of the license agreement attached as Exhibit B.

**TAXES** Prices stated herein do not include any tax, excise, duty or levy now or hereafter enacted or imposed, by any governmental authority on the manufacture, sale, delivery and/or use of any item delivered. An additional charge will be made therefore and paid by Buyer unless RCS is furnished with a proper exemption certificate relieving RCS of paying or collecting the tax, excise, duty or levy in question.

**LIABILITY** The total liability of RCS to Buyer for any loss, indemnity, damage or delay of any kind will not under any circumstances exceed 25% of the Contract Sum. Under no circumstances will RCS be liable for any loss, indemnity damage or delay arising out of its failure to perform due to causes beyond its reasonable control, including, without limitation, acts of God, interference by others, delays in receiving approvals or necessary information from Buyer, a higher-tier party and/or the ultimate owner, fires, strikes, floods, war, terrorism, riots, delays in transportation and adverse weather. Under no circumstances will RCS be liable for any special, incidental or consequential damages based on breach of warranty, breach of contract, negligence, gross negligence, strict liability, products liability or any other legal theory.

**TERMINATION** RCS may terminate this Contract for any of the reasons that Buyer may terminate its contract, if any, with any higher-tier buyer or the ultimate owner. Buyer may terminate RCS only for persistently or repeatedly failing or neglecting to carry out the Work in accordance with the Contract (and only after failing to take steps to correct such failure following ten (10) days written notice by Buyer). If terminated without cause, RCS shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination (including any restocking charges), along with reasonable overhead and profit on Work not yet executed.

**SEVERABILITY** The provisions of this contract are severable. If any part or parts of this contract are held by a court of competent jurisdiction to be invalid or unconstitutional, the remainder of the contract shall remain in full force and effect.

**NO ASSIGNMENT** Buyer may not assign its rights under this contract without the prior express written consent of RCS.

**TITLE** It is expressly understood that title to the products manufactured by RCS shall not pass to Buyer, but shall remain vested in and continue to be the property of RCS or its successors or assigns, until the purchase price, any applicable late charges and any other sums due hereunder have been fully paid.



**WARRANTY AND LIMITATIONS** RCS warrants to the purchaser that buys for use, and not for resale (the "Ultimate Purchaser") that all products furnished and which are manufactured by RCS will conform to specifications, drawings, samples and other written descriptions that are a part of this Contract, and will be free from defects in materials and workmanship. These warranties shall remain in effect for a period of twelve (12) months after acceptance of RCS's work under the Contract by either Buyer or Ultimate Purchaser (or their legal representatives) or twelve (12) months after the system is placed in productive use, or eighteen (18) months after shipment, whichever occurs first. Parts replaced or repaired during the warranty period shall carry the unexpired portion of the original warranty.

The liability of RCS hereunder is limited to replacing or repairing at RCS's factory or on the job site, at RCS's option, any part or parts which have been returned to RCS and which are defective or do not conform to such specifications, drawings or other written descriptions that are a part of the Contract; provided that such part or parts are returned within ninety (90) days after such defect is discovered. RCS shall have the sole right to determine if the parts are to be repaired at the job site or whether they are to be returned to the factory for repair or replacement. RCS shall not be liable for any damage done by unauthorized repair work, unauthorized replacement parts, from any misapplication or misuse of the item, or for damage due to accident, abuse, or Act of God. RCS shall not be liable for any labor, subcontracted or performed, by Buyer for preparation of any warranted item for return to RCS's factory or for preparation work for field repair or replacement. Non-compliance with the terms of payment by the Buyer shall result in a failure of consideration under this contract and shall relieve RCS of any duties or obligations with respect to any warranties stated herein.

**EXCEPT AS SET FORTH IN THIS PROPOSAL WITH REGARD TO BOTH HARDWARE AND SOFTWARE, RCS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER EXPRESS OR IMPLIED WARRANTIES. RCS IS NOT LIABLE FOR AND PURCHASER WAIVES ANY RIGHT OF ACTION IT HAS OR MAY HAVE AGAINST RCS FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY BREACH OR WARRANTY AND FOR ANY DAMAGES PURCHASER MAY CLAIM FOR DAMAGE TO ANY PROPERTY OR INJURY OR DEATH TO ANY PERSON ARISING OUT OF ITS PURCHASE OR THE USE, OPERATION OR MAINTENANCE OF THE PRODUCT.**

**OTHER** Start-up service, operator orientation or installation is not included unless specifically offered in the Proposal. Buyer agrees to pay, as additional costs, for service calls on equipment not ready for start-up. Other field service is available at RCS's current prevailing rates. Stenographic, clerical or typographical errors are subject to correction.

**CHOICE OF LAW** This contract shall be construed under and governed by the laws of the State of Alabama, USA.

**COVENANT NOT TO SOLICIT EMPLOYEES** Commencing immediately, and continuing until a date one (1) year after the date of final completion of all obligations under this Contract, Buyer agrees not to directly or indirectly employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed by or under contract to RCS.

**LOSS OR DAMAGE** The responsibility for loss or damage of the equipment specified in the Contract shall be Buyer's from the time of shipment. Buyer is responsible for protecting the equipment against loss or damage of any kind. RCS shall pay for and maintain until final acceptance of RCS's work under this Contract policies of insurance issued by carriers acceptable to the Buyer which afford coverage for worker's compensation (including employer's liability) and general liability.

**FAILURE TO MAKE PAYMENT** If, after seven (7) days notice by RCS, the Buyer does not make payment for the Work in conformity with this Contract (or, with or without such notice if the Buyer has repeatedly failed to make payment in conformity with this Contract), RCS may suspend its work under this Contract until it receives all payments then due, and the Contract Sum shall be increased by RCS's reasonable demobilization and remobilization costs and reasonable finance charges. In the event collection of any amounts due to RCS is referred to an attorney, Buyer shall bear all costs of collection, including, but not limited to RCS's reasonable attorney fees. RCS may require prepayment of any or all amounts due if the financial condition of Buyer, a higher-tier buyer or the Ultimate Purchaser reasonably justifies it.

**ASBESTOS ABATEMENT** RCS is not responsible for asbestos abatement associated with any construction demolition. It will be the Buyer's responsibility to secure such services.

**ARBITRATION** All claims arising out of this Contract shall be subject to arbitration before a single arbitrator in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitrator shall be a person with experience in software development and electrical issues. The governing law and place of the arbitration will be in the State of Alabama, USA.