



April 7, 2026 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Ginny Hendley
3. Recognitions/Public Presentations:
 - A) Presentation of a proclamation recognizing April 2026 Child Abuse Prevention Month.
 - B) Presentation of a proclamation recognizing April 2026 as Child Abuse Prevention Month and Sexual Assault Awareness Month.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 03-17-2026 Council Minutes
 - b) 03-17-2026 Executive Session Minutes
6. Consideration of a motion to approve **Resolution 2026-14**: A Resolution authorizing the Mayor to appoint voting delegates for the Municipal Gas Authority of Georgia's Election Committee.
7. Consideration of a motion to approve a Development Agreement with JBP Southern, LLC, to use \$78,300 in TAD funds for installation of private infrastructure within the development commonly known as Lafayette, Turner, and Thomas located at 10 Lafayette Street within the South Main Tax Allocation District.
8. Consideration of a motion to approve Contract Amendment #2 in the amount of \$13,931.75 on Task Order #7 with Goodwyn Mills Cawood, Inc. for additional professional engineering services on STM-46 Little Lotts Tributary Stream Restoration, to be funded by the EPD Section 319(h) grant.
9. Consideration of a motion to negotiate a contract for design services to DPR Architecture. This contract will entail major design renovations and repairs to City Hall (GBD-4) and will be funded from 2025 SPLOST funds.
10. Consideration of a motion to award a contract to Suncoast Restoration in the amount of \$299,737.75 as they submitted the lowest responsive bid for this project to refurbish and renovate the brick surfaces and windows of the Averitt Arts Center. This project (GBD-4) will be funded from 2025 SPLOST funds.

11. Consideration of a motion to approve a bid and contract with Underground Excavating, Inc. for \$331,804.08 for construction of the Fire Station 3 Access Road (ENG-130A), funded by TSPLOST funds.
12. Consideration of a motion to approve the purchase of a 2026 Chevrolet 3500 Crew Cab from Alan Jay Fleet Sales in the amount of \$69,790.82 for the Stormwater Division, to be funded by Stormwater Operating Income.
13. Consideration of a motion to award a contract to Tyson Utilities in the amount of \$115,351.50 for the installation of approximately 2000 feet of six-inch water main with appurtenant equipment (hydrants, valves, services) to serve additional hangers at the Statesboro/Bulloch County Airport. This project will be paid by Bulloch County with Airport TSPLOST funds.
14. Public Comments (General)
15. Other Business from City Council
16. City Managers Comments
17. 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)
18. Consideration of a Motion to Adjourn

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

Child Abuse Prevention Month

- WHEREAS:** Prevention is possible. With strong policies and investments, families and children can thrive, fostering prevention, stability and long-term well-being; and
- WHEREAS:** the early experiences of a child impact them throughout life – both positively and negatively; and
- WHEREAS:** supporting families early reduces the need for a crisis response, improves lifelong outcomes, strengthens communities, and saves public dollars and costly downstream interventions across multiple systems;
- WHEREAS:** every family and child is filled with tremendous promise, and we all have a collective responsibility to prevent Adverse Childhood Experiences (ACE's), foster the potential of every child and promote Positive Childhood Experiences;
- WHEREAS:** Positive Childhood Experiences (PCE's) - such as loving caregivers and safe, stable, and nurturing relationships play a vital role in helping children thrive by mitigating trauma and the negative impact of Adverse Childhood Experiences; and
- WHEREAS:** families who receive the support they need before a crisis occurs are better equipped to provide safe, healthy, and nurturing environments, leading to children who are safer, healthier, and more hopeful about their futures; and
- WHEREAS:** childhood trauma, including abuse and neglect, can have long-term psychological, emotional, and physical effects throughout an individual's lifetime and impact future generations; and
- WHEREAS:** primary prevention of child abuse and neglect can reduce the lifetime economic burden associated with child maltreatment; and
- WHEREAS:** effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and
- WHEREAS:** we acknowledge that we must work together as a community to increase awareness about what families need before they are in crisis and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and
- WHEREAS:** investments in prevention initiatives—such as early childhood home visiting programs like Healthy Families America, policies that promote economic stability and mobility, and community-based child abuse prevention efforts—reduce the likelihood of abuse and neglect and ensure children have the foundation for lifelong well-being; and
- WHEREAS:** we can prevent child abuse and neglect before it happens.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim April 2026, as:

Child Abuse Prevention Month

In the City of Statesboro, and urge all citizens to recognize that child abuse is preventable and that a healthy and prosperous society depends on strong families and communities. Together we can create a state invested in families where every child deserves to live a purposeful and happy life with hope for their future.

Dated this 7th day of April 2026.

Jonathan McCollar, Mayor

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

Child Abuse Prevention Month and Sexual Assault Awareness Month

- WHEREAS:** children and families are the foundation of a strong and thriving community, and every child deserves the opportunity to grow, learn, and develop in a safe, stable, and nurturing environment; and
- WHEREAS:** child abuse and neglect can have lasting impacts on the health, well-being, and future of children, families, and communities, and preventing abuse requires a collective commitment to strengthening families, promoting protective factors and ensuring that every child has a safe and supportive relationships; and
- WHEREAS:** sexual assault is a serious public health and community issue that affects individuals of all ages, genders, and backgrounds, and survivors deserve compassion, dignity and access to support, resources, and justice; and
- WHEREAS:** raising awareness about both child abuse prevention and sexual assault awareness encourages communities to recognize the signs of abuse, support survivors, and promote a culture where violence and exploitation are not tolerated; and
- WHEREAS:** prevention and response efforts are strengthened through collaboration among community partners, including advocacy organizations, child and family service agencies, healthcare providers, educators, law enforcement, and local organizations dedicated to protecting a supporting children and survivors; and
- WHEREAS:** organizations such as CASSEGA, The Teal House, and Safe Haven work collaboratively in our community to provide advocacy, prevention education, and critical services to children, families, and survivors of abuse and assault; and
- WHEREAS:** recognizing Child Abuse Prevention Month and Sexual Assault Awareness Mont provides an opportunity for the City of Statesboro to reaffirm its commitment to protecting children, supporting survivors, and strengthening families through awareness, education, and partnership.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the month of April 2026 as

CHILD ABUSE PREVENTION MONTH AND SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH.

In the City of Statesboro, and encourage all residents, organizations, and community partners to work together to promote safe environments for children, support survivors, and help prevent abuse and violence in our community.

Dated this 7th day of April 2026.

Jonathan McCollar, Mayor



CITY OF STATESBORO
COUNCIL MINUTES
MARCH 17, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Paulette Chavers gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Present	
John Riggs	Councilmember	Absent	
Shari Barr	Mayor Pro Tem	Present	

Other staff present: City Manager Charles Penny, Public Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

3. Recognitions/Public Presentations:

A) Presentation of a Proclamation recognizing March 16-20, 2026 as Government Finance Professionals week.

Mayor McCollar read aloud the proclamation designating the third week of March 2026 as Government Finance Professionals Week in Statesboro, Georgia. The proclamation recognized the essential services that government finance professionals provide in ensuring effective, transparent, and responsible management of public funds. It acknowledged their expertise in budgeting, accounting, treasury management, procurement, debt administration, auditing, fiscal reporting, and long-range financial planning.

Finance Director Cindy West then recognized the city's finance staff individually, highlighting their years of service: Leah Coleman (Administrative Assistant, 4+ years), Heidi Varnadore (Accounts Payable Technician, 2+ years), Ansley Lewis (Payroll Specialist, 6+ years), Heather Springer (Accountant, 7+ years), Ramona Carver (Assistant Senior Accountant, 17+ years), and Karin Larson (Assistant Finance Director, 9+ years). Cindy West also noted her own 29+ years of service with the city. Mayor McCollar praised the finance team, stating that the citizens of Statesboro are in good hands and expressing appreciation for their long-term dedication to the organization.

B) Presentation of a retirement award to Captain Christopher Moore in the Statesboro Fire Department who is retiring effective April 1, 2026 after 25 years of dedicated service.

Mayor McCollar read a heartfelt tribute to Captain Christopher Moore, who is retiring after 25 years of dedicated service to the Statesboro Fire Department. The tribute emphasized Moore's dependability, pride, professionalism, and commitment to serving the community. It noted that Moore received two significant promotions during his career: to Lieutenant in January 2009 and to Captain in May 2011.

Captain Moore expressed his appreciation for the turnout of his firefighter brothers and asked them to join him for a group photograph. The mayor called it a bittersweet moment and thanked Moore for his 25 years of service, wishing him God's blessings in his future endeavors.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 03-03-2026 Council Minutes

b) 03-03-2026 Executive Session Minutes

A motion was made to approve consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

6. Public hearing and consideration of a motion to approve APPLICATION V 26-02-01: Roy Patel requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Woodford Lane and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 85 feet for a new hotel fronting Woodford Lane (Tax Parcel # MS42000007 005).

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

No members of the public spoke for or against Application V 26-02-01.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Ginny Hendley
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

A motion was made to approve with staff conditions **APPLICATION V 26-02-01**: Roy Patel requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Woodford Lane and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 85 feet for a new hotel fronting Woodford Lane (Tax Parcel # MS42000007 005).

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

7. **Public hearing and consideration of a motion to approve APPLICATION V 26-02-02: Town Center Statesboro LLC requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Eddie Rushing Road and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 75 feet for a new hotel fronting Eddie Rushing Road (Tax Parcel # MS63000026 032).**

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

No members of the public spoke for or against Application V 26-02-02.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

A motion was made to approve with staff conditions **APPLICATION V 26-02-02**: Town Center Statesboro LLC requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Eddie Rushing Road and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 75 feet for a new hotel fronting Eddie Rushing Road (Tax Parcel # MS63000026 032).

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

8. Public hearing and consideration of a motion to approve RESOLUTION 2026-10: A Resolution authorizing the submission of an application to the Department of Community Affairs for the Community Development Block Grant.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

Director of Planning and Development Justin Williams explained that a public hearing is required for applying for CDBG funds, and staff has been working diligently to prepare everything necessary for submission.

City Manager Charles Penny elaborated that this application differs from past applications. Previously, the city had emphasized housing rehabilitation but had not been successful in getting approval. The current application focuses on infrastructure improvements, which are more likely to be approved. The project would help improve infrastructure in older sections of town that still have substandard water lines, which are needed for fire protection as well.

The infrastructure improvements would focus on the Roundtree and Church Street areas, addressing substandard water lines and drainage issues.

No members of the public spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Paulette Chavers
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

A motion was made to approve **Resolution 2026-10**: A Resolution authorizing the submission of an application to the Department of Community Affairs for the Community Development Block Grant.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

9. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a)

Gators & Gypsies LLC
Owner: Gators & Gypsies LLC
19 E. Vine St., Bldg. A
License Type: Bar

Councilmember Ginny Hendley recused herself from this item.

A motion was made to open the public hearing.

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

No members of the public spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Barr
ABSENT:	Councilmember John Riggs

A motion was made to approve an application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) issued to Gators & Gypsies LLC, Owner: Gators & Gypsies LLC, located at 19 E. Vine St., Bldg. A, for License Type: Bar.

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

10. Consideration of a motion to approve Resolution 2026-11: A Resolution authorizing the Mayor to execute documents necessary to convey a segment of City right-of-way along Savannah Avenue to S&K Investments in exchange for a segment of real property along Old Register Road.

A motion was made to approve Resolution 2026-11: A Resolution authorizing the Mayor to execute documents necessary to convey a segment of City right-of-way along Savannah Avenue to S&K Investments in exchange for a segment of real property along Old Register Road.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

11. Consideration of a motion to approve Resolution 2026-12: A Resolution approving application for the 2026 Cigarette Litter Prevention & Recycling Program Grant through Keep America Beautiful. No matching funds are required.

A motion was made to approve **Resolution 2026-12**: A Resolution approving application for the 2026 Cigarette Litter Prevention & Recycling Program Grant through Keep America Beautiful. No matching funds are required.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

12. Consideration of a motion to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with HDM Enterprises, Inc.

City Attorney Cain Smith explained that this was a 30-year ground lease where the lessee would build out a hangar on the property, and at the termination of the 30 years, it would revert back to the city and county who co-own the airport property. He noted that a revised lease was received from the county after the packet was prepared for distribution. The lessee is Airport JV, LLC not HDM Enterprises, Inc.

A motion was made to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with Airport JV, LLC not HDM Enterprises, Inc. as stated by City Attorney Cain Smith.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Ginny Hendley
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

13. Consideration of a motion to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with Statesboro Airport JV, LLC.

City Attorney Cain Smith explained that this lease is with the same entity and follows the same terms as the one recently approved; however, it pertains to a different lot.

A motion was made to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with Statesboro Airport JV, LLC.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

14. Consideration of a motion to approve a contract amendment with Lavender & Associates, Inc. for \$20,622.38 to cover additional work on ENG-141 Whitesville Park, to be funded by ARPA funds.

A motion was made to approve a contract amendment with Lavender & Associates, Inc. for \$20,622.38 to cover additional work on ENG-141 Whitesville Park, to be funded by ARPA funds.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Paulette Chavers
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

15. Consideration of a motion to award a contract to The Charles Machine Works, Inc. for the purchase of a Ditch Witch RT45B Trencher per Sourcewell cooperative purchasing contract in the amount of \$76,874.88. This item to be purchased with funds approved in the 2026 CIP Budget, item #NGD-48, funded by system revenues.

A motion was made to approve an award of contract to The Charles Machine Works, Inc. for the purchase of a Ditch Witch RT45B Trencher per Sourcewell cooperative purchasing contract in the amount of \$76,874.88. This item to be purchased with funds approved in the 2026 CIP Budget, item #NGD-48, funded by system revenues.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Ginny Hendley
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

16. Public Comments (General):

Kirsten Mengell, a Doctor of Public Health student at Georgia Southern, presented information about her dissertation research focusing on community mental health solutions for the Black and African American community in Bulloch County. She has conducted surveys, focus groups, and community interviews to understand mental health challenges, barriers, and needs. Moving into the next phase of building community capacity, she is seeking input and support from community leaders to improve infrastructure and opportunities. She provided flyers with project details and contact information.

Annie Bellinger addressed issues she experienced at the food bank after being released from the hospital. She described being initially accommodated in the dining room due to being in a wheelchair, but later being told by a staff member to sit in the general area with everyone else. When she explained that a worker had previously directed her to the dining room, she felt the staff member called her a liar. She expressed frustration with what she perceived as poor treatment of handicapped individuals and asked the council to address the situation. Mayor McCollar assured her they would follow up with the facility director and asked her to contact them if any other issues arise.

Reverend Larry Robbins raised several concerns about his neighborhood, including water drainage issues in his driveway that he said the city had unsuccessfully attempted to fix with a shovel. He proposed installing a concrete culvert to direct water to a street ditch. He also called for resurfacing and paving of city streets in his area and installation of speed limit signs. Regarding Luetta Moore Park, he expressed concern that the pool remains full of dirty water with pollen after the season ended, creating a safety hazard for children. He requested regulatory hours be posted and gates installed from both the MLK and Church Street sides, noting problems with drug use and needles that could endanger children. He also announced his candidacy for city council and provided his address as 105 President Circle.

Margot Bragg addressed the complex issue of orangeburg pipe deterioration in older neighborhoods. She explained that orangeburg pipe, made of wood pulp and coal tar, becomes brittle over time and can be damaged during the city's cured-in-place pipe (CIPP) process for repairing mains. The CIPP process can accelerate deterioration of lateral pipes where homeowner connections meet city mains, potentially causing groundwater pressure issues. She referenced the city's 2023 ordinance making homeowners responsible for lateral pipe repairs, which can cost up to \$50,000. She requested that the city educate residents about this ordinance and their responsibilities, noting many homeowners are surprised to learn they must repair pipes in city right-of-way under city roads. She emphasized the importance of proactive rather than reactive approaches and offered to volunteer to help educate citizens.

Mayor McCollar acknowledged that this issue is on the agenda for the upcoming council retreat and noted that there had been a previous recommendation to address it that had not passed at the time. He expressed hope that the upcoming discussion would lead to a better solution.

Cathy Dixon, a 10-year city resident, addressed traffic flow issues at older intersections. She praised the upgrades on College Street at West Main with traffic cameras but noted that lights do not work together, causing backup issues. She highlighted problems at Grady and Jones Streets where slow light changes and left-turn situations can prevent cars from getting through multiple light cycles. She suggested considering making Grady and Jones one-way to eliminate left-turn problems. Dixon also noted issues at Zetterower and Highway 80, where turn lanes exist but traffic lights lack turn signals, and at Tillman and Zetterower where drivers can sit through 2-3 light cycles. She advocated for improving traffic flow on older roads as an alternative to relying solely on the bypass and Highway 80, especially given the city's continued growth and the fact that Georgia Southern students bring approximately two cars each. She urged council to "move the box down the road" rather than just thinking outside the box.

Mayor McCollar thanked Dixon and noted that in the recent State of the City address, they shared that Statesboro's daily population reaches around 100,000 people, acknowledging the frustrating traffic situation and the city's efforts to address it.

17. Other Business from City Council

Mayor Pro Tem Shari Barr highlighted several upcoming community events. She announced the second annual Statesboro Festival of the Arts, taking place at the Visit Statesboro Farmer's Market location on South Main, featuring

over 70 artists with sculptures, paintings, weaving, and other regional art. The free event runs Saturday 10 AM to 5 PM and Sunday 10 AM to 4 PM, with free children's activities.

She also announced the tenth annual Green Festival on Saturday, March 28th, from 1-5 PM on East Vine Street behind City Hall, featuring vendors and a bicycle celebration where adults and children can decorate their bikes and participate. She also mentioned that the Statesboro Business Commission is sponsoring an open workshop on business development on Thursday, March 26th, from 6:00-7:30 PM for anyone interested in starting a new business or learning how to work with the city for business creation.

Finally, she thanked the mayor for flying flags at half-mast in honor of Roy Thompson, a great citizen of Bulloch County who had recently passed away.

18. City Managers Comments

City Manager Charles Penny began by explaining the heavy traffic experienced in Statesboro the previous week, was caused by the bypass closure for railroad crossing repairs. He noted this gave residents an appreciation for having the bypass, as tractor-trailers and all traffic had to come through town.

Mr. Penny announced that Downtown Live would return April 9th at 7:00 PM on Main Street, featuring Liquid Pleasure as the first band.

He informed council of an emergency repair needed for Well 10, the city's most productive well producing 2,200 gallons per minute. The well, located in the Brooklet Park area, experienced a sudden drop in production and required immediate repair due to its critical role in water supply.

Mr. Penny shared exciting news about Statesboro Summit being approved for a 4% qualified application plan for low income housing tax credits, representing a \$9.7 million project to refurbish 98 affordable housing units. He recognized Housing Authority Director Monifa Johnson for her work on this achievement.

Monifa Johnson then addressed the council, explaining that the Housing Authority had never previously participated in the low income housing tax credit program when she arrived. They had to create the tax incentive and tax-free bond inducement program before accepting applications. After working since 2022 on this highly competitive program, they successfully partnered with Statesboro Summit to secure \$9.75 million in federal tax credits through the state housing agency. She explained that corporations purchase these tax-free products, with the purchase money funding the redevelopment while corporations receive tax credits. She emphasized this was a momentous first achievement for the Housing Authority as an affordable housing developer.

Mr. Penny announced that the council retreat would take place Friday and Saturday in Augusta, starting at 8:30 AM Friday and ending at noon Saturday.

Lastly, Mr. Penny addressed a critical legislative issue. House Bill 1116, passed by the General Assembly the previous Friday, would significantly impact all Georgia cities and counties by limiting their ability to increase property taxes to 3% annually. He explained the city's budget structure: a total budget of \$103 million, with a general fund of \$27 million funded by property taxes representing only one-third (\$9 million). He noted that the fire department budget alone is \$8 million and police is \$12 million, meaning property taxes do not even cover these two essential public safety services.

The bill would require cities to seek General Assembly approval through local acts and potentially face referendums to raise taxes beyond 3%. This could jeopardize the city's ability to pay debt obligations, particularly since they use full faith and credit to secure favorable bond rates. Mr. Penny used the example that 3% of their \$9 million property tax revenue would only provide \$270,000 additional revenue, which might be insufficient for operational needs.

Mayor McCollar added that while the concept sounds good in theory, the bill adds 3 cents per dollar in sales tax. He explained that savings from property tax limitations would be offset by increased costs on everyday goods like milk, clothes, and cars. For someone paying \$1,000-\$2,000 annually in property taxes, they would pay more through the additional sales tax than they save on property taxes. He noted that cities statewide oppose this bill and criticized the lack of consultation with local governments before its introduction.

Given that, the General Assembly was scheduled to adjourn March 30th and the bill would take effect in January 2028, Mr. Penny requested council approval of a resolution opposing the bill to send to their state representatives and senator, emphasizing the time-sensitive nature of the request.

Council members expressed agreement with opposing the bill, with Mayor Pro Tem Shari Barr noting it appeared to reverse home rule by having Atlanta decide local matters.

A motion was made to approve a Resolution regarding HB1116 and its impact on local government finances, credit ratings, and tax equity; and urging members of the Georgia General Assembly to amend or oppose the legislation.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Paulette Chavers
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

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).

At 6:50 pm, a motion was made to enter into executive session to discuss “Real Estate” in accordance with O.C.G.A. 50-14-3(a).

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

At 6:56 pm, a motion was made to exit executive session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Paulette Chavers
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

20. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember Paulette Chavers
AYES:	Johnson, Chavers, Hendley, Barr
ABSENT:	Councilmember John Riggs

The meeting was adjourned at 6:56 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

City of Statesboro

Public Utilities Department



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

From: Matt Aycock, Director of Public Utilities

Date: 03/30/2026

RE: Municipal Gas Authority of Georgia's Election Committee Delegates for Statesboro

Policy Issue: Approval

Recommendation:

Consideration of a motion to approve **Resolution 2026-14**: A Resolution authorizing the Mayor to appoint voting delegates for the Municipal Gas Authority of Georgia's (MGAG) Election Committee.

Background:

As a member of MGAG, the City must appoint a voting delegate and an alternate to cast votes for leadership roles and policies at the Annual Membership Meeting. The current delegates listed on MGAG's register no longer work for the City of Statesboro. Therefore, it is recommended that Matt Aycock, Director of Public Utilities, and Jason Boyles, Assistant City Manager, be appointed as delegate and alternate delegate respectively.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2026-14 and MGAG Delegate Notice

RESOLUTION 2026-14:
A RESOLUTION APPROVING NAMING A PRIMARY AND ALTERNATE VOTING DELEGATE
FOR THE MUNICIPAL GAS AUTHORITY’S ELECTION COMMITTEE

THAT WHEREAS, the City of Statesboro is a member of the Municipal Gas Authority of Georgia; and,

WHEREAS, the Mayor and City Council recognize it is in the best interest of the City of Statesboro to participate in the process to select the board members of the Municipal Gas Authority of Georgia; and,

WHEREAS, the Mayor and City Council have been advised new voting delegates need to be appointed to represent the City of Statesboro;

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

- Section 1. The Mayor and City Council hereby appoint Matt Aycock, Director of Public Utilities, as the City of Statesboro’s primary voting delegate on the Election Committee for the Municipal Gas Authority of Georgia.
- Section 2. The Mayor and City Council hereby appoint Jason Boyles, Assistant City Manager, as the City of Statesboro’s alternate voting delegate on the Election Committee for the Municipal Gas Authority of Georgia.

Adopted this 7th day of April, 2026.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

TO: Municipal Gas Authority of Georgia Members

FROM: Chuck Shaheen, Election Committee Chairman

DATE: March 10, 2026

RE: Initial Notice - 2026 Municipal Gas Authority of Georgia's Annual Election (the "Election")

This is the initial notice that the Election will be held on **Friday, May 8, 2026 at 10:30 a.m.** in conjunction with the 2026 Municipal Gas Authority of Georgia's Annual Membership Meeting (the "Annual Membership Meeting") in the Ballroom at The King & Prince Beach and Golf Resort - 201 Arnold Road, St. Simons Island, Georgia 31522.

Three board terms are expiring at the Annual Membership Meeting, positions currently held by Shelly Berryhill, Kenneth L. Usry and Luther (Buddy) L. Duke III.

If your delegate or alternate has changed from those named on the attached list, **or if no delegate or alternate is listed** for your city, a **certified** copy of a resolution naming a delegate and an alternate should be delivered **on or before Thursday, April 30, 2026**, to the following address:

Peter K. Floyd, Esq.
Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
peter.floyd@alston.com

A sample resolution is attached for your convenience. **Please check the attached delegate list to verify that your city's voting delegate and alternate are current.**

The statute provides that nominations are taken live at the 2026 Municipal Gas Authority of Georgia's Election Committee Meeting (the "Election Committee Meeting"). If you would like to nominate a person to one of the open positions, please have your delegate or alternate participate in the Election Committee Meeting prepared to do so. You are also welcome to contact other Election Committee members (other Members' voting delegates) to advise them of your planned nominations in advance of the Election.

As you know, we need 67% of the weighted vote for a quorum. **Please be sure that your delegate will participate at the Election Committee Meeting.** And, please remember that each delegate may represent only one city. Therefore, each city must appoint a separate delegate to the Election Committee.

Also, attached is a list showing the distribution of votes for your information along with a form to be completed by each Member indicating its intent to send a delegate to the Election to help us with planning the Election Committee Meeting and gathering a quorum. Please contact Zachary Ladu at (404) 881-4637 or zachary.ladu@alston.com with any questions.

cc: David Aldridge, as Vice Chairman of Election Committee and Michael Clay, as Secretary-Treasurer of Election Committee, and Gas Authority Board Members

CITY OF STATESBORO

COUNCIL

Tangie Johnson
Paulette Chavers
Ginny Hendley
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: March 30, 2026

RE: April 7, 2026 City Council Agenda Items

Policy Issue: Consideration of Development Agreement with JBP Southern, LLC, to use \$78,300 in TAD funds for installation of private infrastructure within the development commonly known as Lafayette, Turner, and Thomas located at 10 Lafayette Street within the South Main Tax Allocation District.

Recommendation: Approval

Background: On March 16, 2026, the TAD Advisory Committee recommended 4-0 that \$78,300 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

Budget Impact: None

Council Person and District: Tangie Johnson, District 1

Attachments: Proposed Development Agreement and Application for TAD funding submitted by David L. Pearce

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

JBP SOUTHERN, LLC

For Lafayette, Turner, and Thomas

Private Improvements

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ____ day of April, 2026, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and JBP Southern, LLC as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

WHEREAS, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and

WHEREAS, by a Resolution duly adopted in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

WHEREAS, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); and

WHEREAS, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of “Private Infrastructure”; and

WHEREAS, Developer applied for \$78,300 in TAD assistance for installation of Private Infrastructure at 10 Lafayette Street with such application being approved by the TAD Advisory Committee as required;

WHEREAS, Developer is the owner of certain real property located within the TAD; and

WHEREAS, Developer seeks to undertake the installation of Private Infrastructure; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

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

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

AGREEMENT

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

ARTICLE 2 GENERAL TERMS

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

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

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

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

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

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

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

“Developer” means JBP Southern, LLC, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

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

“Effective Date” means April ___, 2026, the effective date of this Agreement.

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

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

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

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

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license,

authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

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

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

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

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely HVAC, siding, and roofing.

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

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

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

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

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 6 Walnut Street and commonly known as Hop Atomica.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” has the meaning provided in the recitals above.

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

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

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

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

(a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.

(c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.

(d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time

or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is 1577 Morgan Way, Statesboro, GA 30461..

(h) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia.

(j) Utilities. All utility services necessary and sufficient for the construction and operation of the Private Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.

(k) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date.

(l) Title. As of the Effective Date, Developer holds fee simple title to the Site.

(m) Tax Allocation Increment. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.

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

(a) Organization and Authority. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

- (c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.
- (d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.
- (e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.
- (f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.
- (g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Private Infrastructure

- (a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.
- (b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

Section 4.2 Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

ARTICLE 5

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Litigation. Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Private Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Private Infrastructure.

Section 5.2 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Private Infrastructure in good repair and in good operating condition.

Section 5.3 Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Private Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Private Infrastructure.

Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

Section 5.5 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.6 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Private Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

Section 5.7 Further Assurances and Corrective Instruments. City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Private Infrastructure are not impaired thereby.

Section 5.8 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

ARTICLE 6

DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Private Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.

Section 6.2 Disbursement. Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$78,300.
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

Section 6.3 Limited Liability.

- (a) The payment of all Disbursements required to be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

(c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

Section 6.4 Special Fund. City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund.

Section 6.5 Forfeiture of Disbursements. Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 18 months of the Effective Date of this Agreement.

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Private Infrastructure and, to the extent caused by construction of other elements of the Private Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.6; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations

to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

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

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

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

- (a) The following will constitute a "Default" by Developer:
 - (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
 - (ii) The declaration of an "event of default" by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
 - (iii) An Act of Bankruptcy of Developer;
 - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
 - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.

Section 8.2 Remedies. If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an “Event of Default,” and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer’s default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses. In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by City. The following will constitute a “Default” by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies Against City. Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney’s fees, reasonable expenses and actual costs.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Term of Agreement; Survival. This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund

Section 9.2 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

David L. Pearce
1577 Morgan Way
Statesboro, GA 30461

If to City:

Statesboro City Manager
50 E Main St
Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

Section 9.5 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

Section 9.6 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.7 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.8 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

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

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Leah Harden, City Clerk

JBP SOUTHERN, LLC

David L. Pearce, Managing Member



CITY OF STATESBORO
APPLICATION FOR TAD FINANCING

FOR STAFF USE ONLY:

Date Application Filed: _____ Tad Meeting: _____ City Council Meeting: _____
Application Fee: Cash _____ Check No. _____ Receipt No. _____
Application Taken By: _____

Part I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name: LAFAYETTE, TUNER & THOMAS
TAD District: DISTRICT 8
Amount Requested: \$78300

B. DEVELOPER CONTACT INFORMATION:

Name: JBP Southern DAVID L. PEARCE
Address: 1577 MORGAN WAY
City/State/Zip: STATESBORO GA. 30461
Phone: 912-687-0664
Fax: _____
Email: david@pearcebuildingystems.com
Contact Name & Title: DAVID L. PEARCE
Ownership Interest: OWNER

C. PROPERTY OWNER CONTACT INFORMATION:

Name: DAVID L. PEARCE
Address: 1577 MORGAN WAY
City/State/Zip: STATESBORO GA 30461
Phone: 912-687-0664
Fax: _____
Email: david@pearcebuildingystems.com

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.) LLC

**In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item.*

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

B. CIVIL/TRAFFIC ENGINEER:

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

C. CONTRACTOR:

Company Name: PEARCE BUILDING SYSTEMS
Primary Contact Name: DAVID L. PEARCE
Address: 1577 MORRIS WAY, STATESBORO GA.
Phone: 912-687-0664
Email: daide.pearce@building-systems.com

D. PROPERTY MANAGER (IF APPLICABLE):

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

E. DEVELOPER'S ATTORNEY:

Company Name: N/A
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

F. OTHER:

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

PART III: GENERAL PROJECT INFORMATION

A. GENERAL PROJECT DESCRIPTION:

Tax Parcel(s): 539 0000 94 00 Ward No: _____
Location/Address: 10 LAFAYETTE ST. Zoning: MX
Existing Use(s): Rental Homes Size: 1B 1B
Current Full Value: \$ 225 000 Current Assessed Value (40%) _____
Current Annual Real Property Tax Bills: _____
(City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: 10-18

Estimated Existing City Public School Enrollment Residing Within Development Site: 0

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): 92 LAFAYETTE ST. ~ 700^{sf} 91 THOMAS ST ~ 700^{sf}

Permanent Job Creation/Retention Associated with Development (If Applicable): _____

Estimated Annual Property Taxes Generated _____
(City) (County) (School)

B. PROJECT (USE) MIX:

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

1) Construction Type (New Construction, Rehab, Conversion, etc.): _____

C. RESIDENTIAL DETAIL (IF APPLICABLE):

1) Ownership Housing Unit Mix:

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

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom	10	700'-1000'	900'	
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL		9000%		

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):

REFURBISH EXISTING RENTAL HOMES, LANDSCAPING, PAINT, FIXTURES, CABINETS, FLOOR COVERING, INSULATION, NEW ROOFS, FENCE, WINDOWS WHERE APPL, PENULTIONS, MAIL BOXES, FAMILy GAB AT PARKING - DRIVES.

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):

LARGE REAR COURT YARD

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail					
Other					
TOTAL					

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project.

Include a value estimate for any building retained by the Developer) \$ 522,000.00

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:

HVAC: \$ 65,800
Siding: \$ 38,000
Roofing: \$ 24,000

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

PART IV: PROJECT ECONOMICS

A. FINANCING SOURCES

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt	N		
Government Loans (Describe)	N		
State/Federal Grants (List Sources)	N		
Tax Credits	N		
Other Debt	N		
Contributed Equity	Y	\$522,000	100%
Others Sources	N		
TAD Funding Request		\$78,300	15%
TOTAL		\$522,000	100%

B. EQUITY – Describe the amount and source(s) of developer’s equity to be supplied to the development.

All Cash Equity

C. ESTIMATED FINANCING TERMS – Estimate interest rates/costs of debt financing to be used.

D. DISCOUNTED CASH FLOW ANALYSIS - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

> \$600,000 Retained Property Value

E. CONSTRUCTION COST ESTIMATES: Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

Attached:

- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

10 units @ \$8007 per month ~ \$96000 Annually

- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

$$96000 \div 522,000 = .18 \quad \sim 18\%$$

PART V: SITE CONTROL, ZONING & SCHEDULE

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

4) Construction Start Date

5) Estimated Completion Date

6) Target date for first units sold or leased

PART VI: CERTIFICATIONS

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

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

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE:



(Applicant's Authorized Signature)

DAVID L. PEARLE

(Typed or Printed Name)

DATE:

3/5/2026

TITLE:

3/5/2024

WITNESS SIGNATURE:



(Witness Signature)

Marsha Hagan

(Typed or Printed Name)

DATE:

3/5/2026

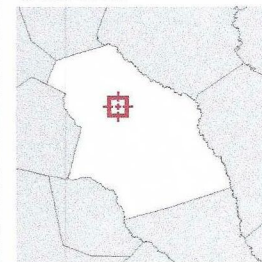
Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED

DATE:



Overview



Legend

-  Parcels
-  Roads
-  Bulloch County Outlines

Parcel ID S39 000094 000
Class Code Residential
Taxing District Statesboro TAD 1
Acres 0.79

Owner JBP SOUTHERN LLC
1577 MORGAN WAY
STATESBORO, GA 30461
Physical Address 10 LAFAYETTE ST
Fair Market Value Value \$80420

Last 2 Sales			
Date	Price	Reason	Qual
11/4/2025	\$225000	NT	U
7/8/2005	0	Q	U

(Note: Not to be used on legal documents)

A. U.S DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FMH 3. ☒ Conv. Unins 4. ☐ VA 5. ☐ Conv. 1037	
		6. FILE NUMBER: 7786-MLF	7. LOAN NUMBER:
		8. MORTGAGE INS CASE NUMBER:	

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "[POC]" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. 1.0 3/98 (7786-MLF)

D. NAME AND ADDRESS OF BUYER: JBP Southern, LLC	E. NAME AND ADDRESS OF SELLER: R.E.L. Rentals, LLC 5 Wescott Road Statesboro, GA 30461	F. NAME AND ADDRESS OF LENDER:
G. PROPERTY LOCATION: 10 Lafayette Street Statesboro, GA 30458 Bulloch County, Georgia Lot 25,26,27,39,40,41 & 42, L.T. Denmark Sub.	H. SETTLEMENT AGENT: Tax ID: 83-2152567 Phone: 912-225-6101 The Mock Law Firm, LLC 326 South Main Street, P.O. Box 159 (30459), Statesboro, GA 30458 PLACE OF SETTLEMENT: 326 South Main Street P.O. Box 159 (30459) Statesboro, GA 30458	I. SETTLEMENT DATE: November 04, 2025 DISBURSEMENT DATE: November 04, 2025

J. SUMMARY OF BUYER'S TRANSACTION		
100. GROSS AMOUNT DUE FROM BUYER:		
101. Contract sales price		225,000.00
102. Personal property		
103. Settlement charges to buyer (line 1400)		1,050.65
104.		
105.		
Adjustments for items paid by seller in advance		
106. City/Town taxes 11/05/25 to 12/31/25		43.33
107. County taxes 11/05/25 to 12/31/25		109.26
108. Assessments		
109.		
110.		
111.		
112.		
120. GROSS AMOUNT DUE FROM BUYER		226,203.24
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER:		
201. Deposit or earnest money		
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204.		
205.		
206.		
207.		
208.		
209.		
Adjustments for items unpaid by seller		
210. City/Town taxes		
211. County taxes		
212. Assessments		
213.		
214.		
215.		
216.		
217.		
218.		
219.		
220. TOTAL PAID BY/FOR BUYER		0.00
300. CASH AT SETTLEMENT FROM/TO BUYER:		
301. Gross amount due from Buyer (Line 120)		226,203.24
302. Less amount paid by/for Buyer (Line 220)		(0.00)
303. CASH FROM BUYER		226,203.24

K. SUMMARY OF SELLER'S TRANSACTION		
400. GROSS AMOUNT DUE TO SELLER:		
401. Contract sales price		225,000.00
402. Personal property		
403.		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/Town taxes 11/05/25 to 12/31/25		43.33
407. County taxes 11/05/25 to 12/31/25		109.26
408. Assessments		
409.		
410.		
411.		
412.		
420. GROSS AMOUNT DUE TO SELLER		225,152.59
500. REDUCTIONS IN AMOUNT DUE TO SELLER:		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		109.26
503. Existing loan(s) taken subject to		977.11
504. Payoff of first mortgage loan		225,152.59
505. Payoff of second mortgage loan		
506. 2025 County Taxes		639.56
507. 2025 City Taxes		277.45
508.		
509.		
Adjustments for items unpaid by seller		
510. City/Town taxes		
511. County taxes		
512. Assessments		
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. TOTAL REDUCTION AMOUNT DUE SELLER		977.11
600. CASH AT SETTLEMENT TO/FROM SELLER:		
601. Gross amount due to Seller (Line 420)		225,152.59
602. Less reductions due Seller (Line 520)		(977.11)
603. CASH TO SELLER		224,175.48

L. SETTLEMENT CHARGES				
700. TOTAL COMMISSIONS Based on Price			\$	@ %
Division of Commission (line 700) as Follows:				
701.	to			
702.	to			
703.	Commission paid at settlement			
704.	to			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801.	Loan origination fee	to		
802.	Loan discount	to		
803.	Appraisal fee	to		
804.	Credit report	to		
805.	Lender's inspection fee	to		
806.	Mortgage insurance application fee	to		
807.	Assumption fee	to		
808.		to		
809.		to		
810.		to		
811.		to		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901.	Interest From 11/4/2025 to 12/1/2025 @ \$ /day (27 days %)			
902.	Mortgage insurance premium for month to			
903.	Hazard insurance premium for year to			
904.	for year to			
905.	to			
1000. RESERVES DEPOSITED WITH LENDER				
1001.	Hazard insurance	Months @ \$ per Month		
1002.	Mortgage insurance	Months @ \$ per Month		
1003.	City/Town taxes	Months @ \$ per Month		
1004.	County taxes	Months @ \$ per Month		
1005.	Annual assessments	Months @ \$ per Month		
1006.		Months @ \$ per Month		
1007.		Months @ \$ per Month		
1008.		Months @ \$ per Month		
1100. TITLE CHARGES				
1101.	Settlement or closing fee	to The Mock Law Firm, LLC	575.00	
1102.	Abstract or title search	to Statesboro Title, Inc. (POC\$192.85)	25.65	
1103.	Title examination	to		
1104.	Title insurance binder	to		
1105.	Document preparation	to The Mock Law Firm, LLC	150.00	
1106.	Notary fees	to		
1107.	Courier Fee	to The Mock Law Firm, LLC	50.00	
(includes above item numbers:)				
1108.	Title insurance	to		
(includes above item numbers:)				
1109.	Lender's coverage			
1110.	Owner's coverage			
1111.	Wire Fee	to		
1112.		to		
1113.		to		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201.	Recording fees; Deed \$25.00; Mortgage ; Releases		25.00	
1202.	City/County tax/stamps; Deed ; Mortgage			
1203.	State tax/stamps; Deed \$225.00; Mortgage		225.00	
1204.	to			
1205.	to			
1300. ADDITIONAL SETTLEMENT CHARGES				
1301.	Survey	to		
1302.	Pest inspection	to		
1303.		to		
1304.		to		
1305.		to		
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)			1,050.65	0.00

HUD-1, Attachment

Buyer: JBP Southern, LLC

Seller: R.E.L. Rentals, LLC
5 Wescott Road
Statesboro, GA 30461

Lender:

Settlement Agent: The Mock Law Firm, LLC
912-225-6101

Place of Settlement: 326 South Main Street
P.O. Box 159 (30459)
Statesboro, GA 30458

Settlement Date: November 4, 2025

Disbursement Date: November 4, 2025

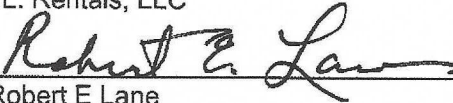
Property Location: 10 Lafayette Street
Statesboro, GA 30458
Bulloch County, Georgia
Lot 25,26,27,39,40,41 & 42, L.T. Denmark Sub.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

JBP Southern, LLC

BY:  (SEAL)
David Pearce

R.E.L. Rentals, LLC

BY:  (SEAL)
Robert E Lane

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

The Mock Law Firm, LLC

BY:  Settlement Agent

AFFIDAVIT OF TENANCY STATUS

BEFORE ME, the undersigned authority, personally appeared Robert E. Lane, Manager of R.E.L. Rentals, LLC, who, after being duly sworn, deposes and states as follows:

1. I am the owner of the real property located at 10 Lafayette Street, Statesboro, Georgia.
2. This affidavit is made in connection with the sale of the Property and for the benefit of the purchaser involved in the transaction.
3. As of the date of this affidavit, all occupants and tenants residing at the Property are month-to-month tenants.
4. There are no written lease agreements currently in effect for any of the tenants. Each tenant occupies the premises on a month-to-month basis.
5. I make this affidavit voluntarily and of my own free will, for the purposes of confirming the tenancy status of the Property, and I affirm that the statements contained herein are true and correct to the best of my knowledge and belief.

Executed on this 4th day of November, 2025.

R.E.L. Rentals, LLC

Robert E. Lane
By: Robert E. Lane, Manager

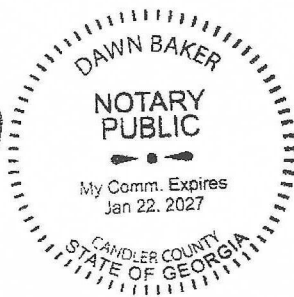
[Signature]

Witness

Dawn Baker

Notary Public

My Commission Expires: 1-22-27



FILED
BULLOCH COUNTY
CLERK'S OFFICE

2025 NOV -5 A 10:25

Heather Banks McNeal

RETURN TO:
Jennifer C. Mock
The Mock Law Firm
P.O. Box 159
Statesboro, Georgia 30459

Heather Banks McNeal
CLERK OF COURT

TRANSFER TAX
PAID: \$225.00

LIMITED WARRANTY DEED

PT-61 016-2025-002917

THIS INDENTURE, made this 4th day of November, 2025, between **R.E.L. RENTALS, LLC**, as Party of the First Part, and **JBP SOUTHERN, LLC**, as Party of the Second Part;

WITNESSETH that: Party of the First Part, for an in consideration of the sum of Ten Dollars (\$10.00) and other consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Party of the Second Part, all of the following described property, to wit:

All those certain lots or parcels of land situate, lying and being in the 1209th G.M. District of Bulloch County, Georgia, and in the City of Statesboro, known and designated as Lots 25, 26, 27, 39, 40, 41, and 42 of a subdivision of lands of L.T. Denmark, according to a plat of said subdivision by J.E. Rushing, Surveyor, dated December, 1916, and recorded in Plat Book 1, Page 73, Bulloch County, Georgia records, which plat is hereby adopted as a part hereof. Lots 25, 26, and 27 fronting North on Lafayette Street a combined distance of 164 feet and running back in a southerly direction a distance of 89 feet on the West and 85 feet on the East, and having a combined width of 193 feet on the rear or southern boundary, and being bound on the North by said Lafayette Street, on the East by Turner Street, on the South by a ten foot alley separating said lots from the lots hereinbelow described, and on the West by a ten foot alley. Lots 39, 40, 41 and 42, fronting South on Thomas Street a combined width of 225 feet and running back in a northerly direction a distance of 89 feet on the West and 85 feet on the East and being 197 feet wide on the rear or northern boundary. Said lots being bound on the North by a ten foot alley separating said lots from the lots hereinabove described on the East by Turner Street, on the South by Thomas Street, and on the West by a ten foot alley.

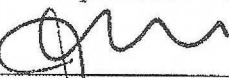
Map & Parcel No: S39-094-000

TO HAVE AND TO HOLD the said tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee, forever, in Fee Simple.

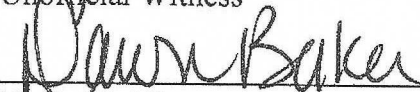
AND GRANTOR WILL WARRANT and forever defend the right and title to the above-described property, unto the said Grantee, their heirs and assigns, against the claims of all persons owning, holding or claiming by, through or under the Grantor.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

SIGNED, SEALED AND DELIVERED
in the presence of:



Unofficial Witness



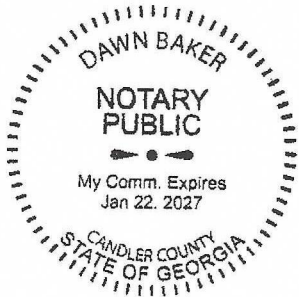
Notary Public

My Commission Expires: 1-22-27

R.E.L. RENTALS, LLC



By: Robert E. Lane, Manager



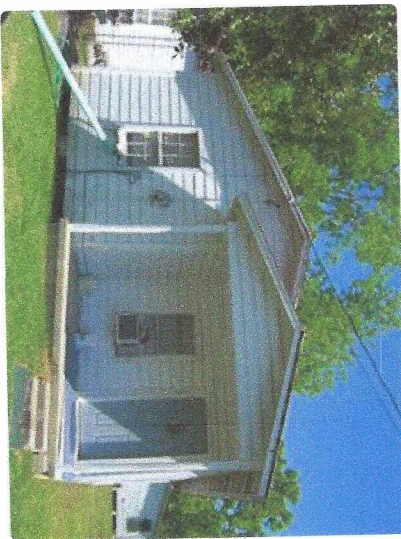
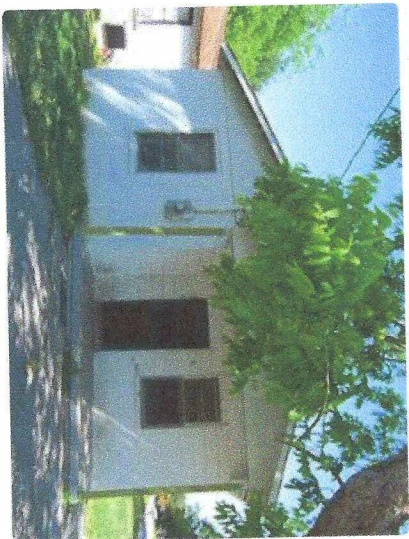
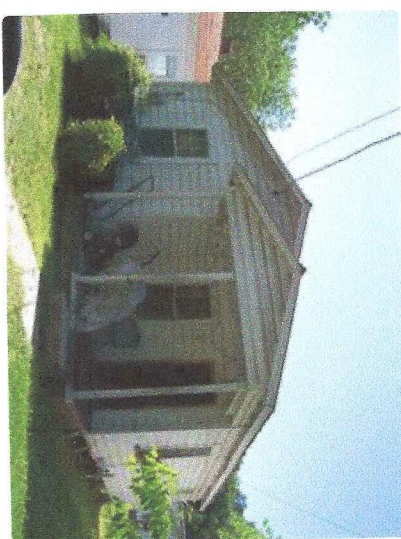
A	B	C	D	E	F	G	H	I	J	K	L
1											
2	CONTINUATION SHEET				PROJECT:	JBP Southern					
3	APPLICATION AND CERTIFICATE FOR PAYMENT							Application No.:			
4	Containing Contractor's signed Certification is attached.							Application Date:			
5	In tabulations below, amounts are stated to the nearest dollar.							Period To:			
6	Use Column I on Contracts where variable retainage for line items may apply.							Architects Project No.:			
7											
8	A	B	C	D	E	F	G	H	I		
9											
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C/G)	RETAINAGE (IF VARIABLE RATE)		
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD							
10											
11	General Requirements										
12	118 Layout/Surveyer	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
13	120 Temporary Toilets	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
14	125 Temporary Utilities	\$ 4,200.00	\$ -	-	\$ -	\$ -	-	\$ 4,200.00	\$ -	\$ -	-
15	131 Project Management/Supervisory	\$ 11,000.00	\$ -	-	\$ -	\$ -	-	\$ 11,000.00	\$ -	\$ -	-
16	135 Job Sign	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
17	12116 Contingency	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
18	145 Permit Box, Job Boxes & Files	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
19	150 Plans	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
20	160 Dumpster Fees	\$ 9,200.00	\$ -	-	\$ -	\$ -	-	\$ 9,200.00	\$ -	\$ -	-
21	165 Current Cleanup	\$ 4,800.00	\$ -	-	\$ -	\$ -	-	\$ 4,800.00	\$ -	\$ -	-
22	167 Final Cleanup	\$ 3,800.00	\$ -	-	\$ -	\$ -	-	\$ 3,800.00	\$ -	\$ -	-
23	175 Builder's Risk Insurance	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
24	177 Worker's Comp/General Liability	\$ 3,000.00	\$ -	-	\$ -	\$ -	-	\$ 3,000.00	\$ -	\$ -	-
25	178 Interest on Construction Loan	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
26	179 Closing Costs Lawyer	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
27	180 Permits & Fees	\$ 500.00	\$ -	-	\$ -	\$ -	-	\$ 500.00	\$ -	\$ -	-
28	185 Architect Engineer	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
29	190 Land Cost	\$ 225,000.00	\$ -	-	\$ -	\$ -	-	\$ 225,000.00	\$ -	\$ -	-
30	194 Independent Testing	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
31	2 Site Construction		\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
32	205 Termitte Treatment	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
33	221 Clearing & Grubbing	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
34	225 Erosion Control (const. entrance)	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
35	230 Rough Grading	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	-	\$ -	-
36	Totals	\$ 261,500.00	\$ -	-	\$ -	\$ -	-	\$ 261,500.00	\$ -	\$ -	-

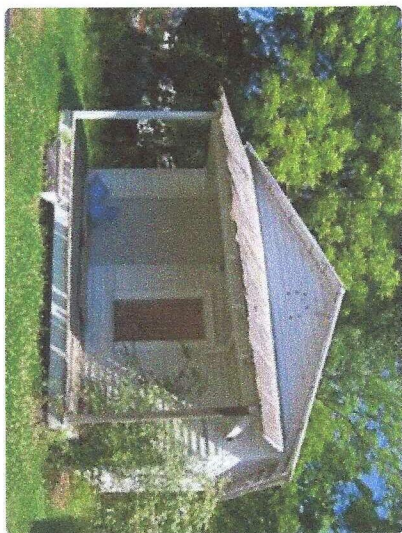
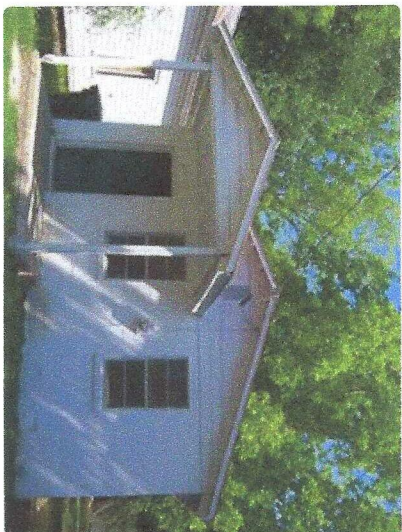
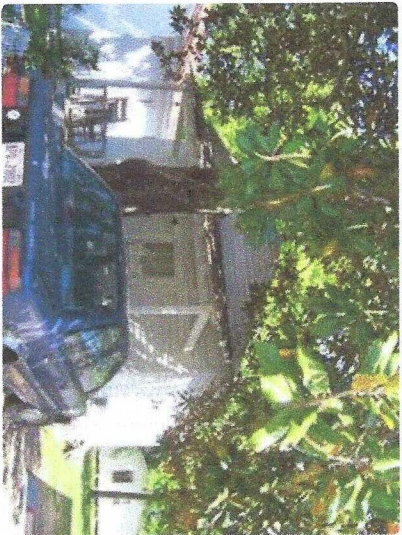
	A	B	C	D	E	F	G	H	I	J	K	L
37	CONTINUATION SHEET					PROJECT:	JBP Southern					
38	APPLICATION AND CERTIFICATE FOR PAYMENT								Application No.:			
39	Containing Contractor's signed Certification is attached.								Application Date:			
40	In tabulations below, amounts are stated to the nearest dollar.								Period To:			
41	Use Column I on Contracts where variable retainage for line items may apply.								Architects Project No.:			
42												
43	A	B			C	D		E		F	G	
44						WORK COMPLETED						
	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)		THIS PERIOD		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C/G)	RETAINAGE (IF VARIABLE RATE)
45												
46	231	Deep Well - 4"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
47	232	Backfill (slab & porches)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
48	234	Fill Material (slab, yard, & top soil)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
49	236	Final Grade	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 800.00	\$ -
50	238	Drive & Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
51	240	Site Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
52	242	Water Meter/Well	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
53	244	Septic Tank/Lifting Station	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
54	280	Landscape/Irrigation	\$ 12,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,500.00	\$ -
55	3	Concrete	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
56	310	Slab on Grade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
57	311	Garage Slab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
58	312	Drives & Walks	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
59	313	Patios & Porches	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
60	315	Footings	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
61	320	Concrete Reinforcement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
62	330	Concrete Accessories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
63	337	Specialty Placed Concrete										
64	340	Concrete Pumping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
65	4	Masonry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
66	410	CMU	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
67	420	Brick Veneer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
68	430	Stone Veneer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
69	440	Pavers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
70	460	Fire Box	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
71	462	Fireplace Surround	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
72	5	Metals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
73	50523	Anchor Bolts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
74	555	Rails-Wrought Iron	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -
75	Totals		\$ 13,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 13,300.00	\$ -

	A	B	C	D	E	F	G	H	I	J	K	L
76	CONTINUATION SHEET					PROJECT:	JBP Southern					
77	APPLICATION AND CERTIFICATE FOR PAYMENT								Application No.:			
78	Containing Contractor's signed Certification is attached.								Application Date:			
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80	Use Column I on Contracts where variable retainage for line items may apply.								Architects Project No.:			
81												
82	A	B	C	D	E	F	G	H	I			
83												
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C/G)	RETAINAGE (IF VARIABLE RATE)			
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD								
84												
85	Flashing	-	\$	-	\$	-	\$	-	\$	-	\$	-
86	Woods and Plastics	-	\$	-	\$	-	\$	-	\$	-	\$	-
87	600 Rough Carpentry-turkey	7,658.00	\$	-	\$	-	\$	-	\$	0%	\$	7,658.00
88	605 Rough Carpentry (crawl space adder)	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
89	607 Trusses	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
90	609 Upper Deck	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
91	610 Finish Interior Carpentry	3,800.00	\$	-	\$	-	\$	-	\$	0%	\$	3,800.00
92	612 Stairs Interior	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
93	614 Mantel	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
94	630 Carpentry-Miscellaneous	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
95	660 Cabinets	8,800.00	\$	-	\$	-	\$	-	\$	0%	\$	8,800.00
96	665 Countertops	10,000.00	\$	-	\$	-	\$	-	\$	0%	\$	10,000.00
97	670 Exterior Finish Carpentry	2,800.00	\$	-	\$	-	\$	-	\$	0%	\$	2,800.00
98	675 Siding/Porches/ Beams	38,000.00	\$	-	\$	-	\$	-	\$	0%	\$	38,000.00
99	676 Soffit/Fascia/Cornice	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
100	680 Columns	4,200.00	\$	-	\$	-	\$	-	\$	0%	\$	4,200.00
101	685 Porch Rails/Wood	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
102	7 Thermal & Moisture Protection	-	\$	-	\$	-	\$	-	\$	-	\$	-
103	700 Insulation	4,000.00	\$	-	\$	-	\$	-	\$	0%	\$	4,000.00
104	705 Sprayfoam Insulation	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
105	710 Waterproofing/Damp Proofing	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
106	720 Roofing	25,000.00	\$	-	\$	-	\$	-	\$	0%	\$	25,000.00
107	730 Gutters & Downspouts	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
108	8 Doors & Windows	-	\$	-	\$	-	\$	-	\$	-	\$	-
109	805 Exterior Doors	8,000.00	\$	-	\$	-	\$	-	\$	0%	\$	8,000.00
110	806 Front Door	-	\$	-	\$	-	\$	-	\$	#DIV/0!	\$	-
111	810 Interior Doors	6,800.00	\$	-	\$	-	\$	-	\$	0%	\$	6,800.00
112	Door Labor	-	\$	-	\$	-	\$	-	\$	-	\$	-
113	Totals	119,058.00	\$	-	\$	-	\$	-	\$	-	\$	119,058.00

	A	B	C	D	E	F	G	H	I	J	K	L				
114	CONTINUATION SHEET					PROJECT:	JBP Southern									
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119																
120	A	B	C								H	I				
121																
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	D	WORK COMPLETED		F	G		BALANCE TO FINISH (C/G)	RETAINAGE (IF VARIABLE RATE)						
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD											
			122													
			123	815	Door Hardware	\$	3,200.00	\$	-	\$	-	0%	\$	3,200.00	\$	-
			124	815	Labor	\$	-	\$	-	\$	-		\$	-	\$	-
			125	820	Windows	\$	4,785.00	\$	-	\$	-	0%	\$	4,785.00	\$	-
			126	840	Overhead Doors	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
			127	860	Shower Doors	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-
			128	870	Bath Accessories	\$	2,000.00	\$	-	\$	-	0%	\$	2,000.00	\$	-
129	9	Finishes	\$	-	\$	-	\$	-		\$	-	\$	-			
130	900	Drywall	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
131	920	Paint-Exterior	\$	7,200.00	\$	-	\$	-	0%	\$	7,200.00	\$	-			
132	925	Paint Interior	\$	15,000.00	\$	-	\$	-	0%	\$	15,000.00	\$	-			
133	930	Stucco/Plaster/EIFS	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
134	940	Carpet Flooring	\$	24,788.00	\$	-	\$	-	0%	\$	24,788.00	\$	-			
135	942	Hardwood Flooring (LVP)	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
136	944	VCT/LVT Flooring	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
137	946	Ceramic Tile Flooring	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
138	950	Ceramic Tile Showers/tubs	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
139	952	Ceramic Tile Misc.	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
140	960	Special Flooring	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
141	10	Specialties	\$	-	\$	-	\$	-		\$	-	\$	-			
142	1022	Shutters	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
143	1045	Toilet Accessories	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
144	1050	Shelving	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
145	1055	Louvers	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
146	1070	Gas Service (no logs)	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
147	11	Equipment	\$	-	\$	-	\$	-		\$	-	\$	-			
148	1110	Appliances/Equipment	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
149	13	Special Construction	\$	-	\$	-	\$	-		\$	-	\$	-			
150	13	Metal Building	\$	-	\$	-	\$	-	#DIV/0!	\$	-	\$	-			
151	13	Metal Building Tax	\$	-	\$	-	\$	-		\$	-	\$	-			
152	13	Metal Building Labor	\$	-	\$	-	\$	-		\$	-	\$	-			
153	13	PPE	\$	-	\$	-	\$	-		\$	-	\$	-			
154		Totals	\$	56,973.00	\$	-	\$	-	0%	\$	56,973.00	\$	-			

	A	B	C	D	E	F	G	H	I	J	K	L
155	CONTINUATION SHEET					PROJECT:	JBP Southern					
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160												
161	A	B			C	D		E	F		G	
162						WORK COMPLETED						
	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C/G)	RETAINAGE (IF VARIABLE RATE)		
163												
164	15	Mechanical										
165	1500	Plumbing	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
166	1505	Plumbing Fixtures	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ 1,800.00	\$ -	\$ -	\$ -
167	1530	Sprinkler System	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
168	1550	HVAC/Mechanical	\$ 65,800.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,800.00	\$ -	\$ -	\$ -
169	16	Electrical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
170	1600	Electrical	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
171	1605	Light Fixtures	\$ 3,250.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,250.00	\$ -	\$ -	\$ -
172	1610	Security Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
173	1617	Fire Alarm	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
174	17	Overhead, Profit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
175	1700	Overhead, Profit	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
176	1701	Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	\$ -
177		Totals	\$ 70,850.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 70,850.00	\$ -	\$ -	\$ -
178												
179	Sheet Totals		\$ 521,681.00	\$ -	\$ -	\$ -	\$ -		\$ 521,681.00	\$ -	\$ -	\$ -





Sketches

thomas tad



CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, 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 W. Penny, City Manager
Jason Boyles, Assistant City Manager

From: Brad Deal, P.E., Director of Public Works and Engineering

Date: March 30, 2026

RE: STM-46 - Amendment #2 to Task Order (TO) #7, a Professional Services Contract for Little Lotts Creek Stream Restoration with Goodwyn Mills Cawood, LLC. (GMC)

Recommendations:

Staff recommends approval of Contract Amendment #2 of TO #7 with GMC, in the amount of \$13,931.75, for professional engineering services on the Little Lotts Creek Stream Restoration project, STM-46.

Background:

City Council awarded a contract to GMC for Task Order #7, professional engineering services for Little Lott's Tributary Stream Restoration Project in January 2023. The contract covers permitting and design services in conjunction with an Environmental Protection Division (EPD) 319 (h) grant. On March 18, 2025, City Council approved Amendment #1 for this task order, which increased the total budget from \$131,250 to \$158,750, for additional environmental surveying and reporting that was required for the permit.

The US Army Corps of Engineers permitting process for wetland disturbance pushed the completion date back by over a year. This additional time will require additional grant reporting that was not included in the original contract with GMC. Due to the unique nature of the work, staff also requested additional site visits by GMC to ensure the work is being constructed as intended and in accordance with the environmental regulations of EPD.

Budget impacts:

The EPD's 319(h) grant to the City of Statesboro was recently increased from \$381,715 to \$400,000.00 to cover this cost and other potential construction contingencies. The grant funds will cover the cost of this contract amendment, under STM-46. The total cost for engineering services on Task Order #7 would be increased from \$158,750 to \$172,681.75

Council Person and District: Paulette Chavers, District #2

Attachments: Amended GMC Contract

Copy: Cindy West, Director of Finance

TASK ORDER NO. 07
AMENDMENT #2

To the PROFESSIONAL SERVICES AGREEMENT
Stream Restoration & GI/LID Retrofits in Little Lotts Creek Watershed

Continuation of work completed under Task Order No. 04 “Preliminary Stream Restoration Assessment and Update for the City of Statesboro Stormwater Masterplan” & No. 05 “Summary of Nine Elements Document for the City of Statesboro Stormwater Masterplan”

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA, hereinafter called the "CITY" and Goodwyn Mills and Cawood, LLC, hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on October 4, 2016, and assigned from Ecological Planning Group, LLC., (EPG), by the CITY upon acquisition of EPG by the CONSULTANT on October 1, 2018.

A. PURPOSE/BACKGROUND

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with engineering design for a demonstration stream restoration and green infrastructure/low impact development (GI/LID) demonstration project along the Willie McTell Trail from E. Grady Street to E. Jones Avenue. This project is funded through a Section 319(h) Grant from Georgia EPD. As part of the grant funding source and associated requirements for reporting and documenting water quality benefits, the CONSULTANT will lead the grant administration and reporting activities, as well as interpreting and summarizing the water quality results. Lastly, the CONSULTANT will draft and finalize a Healthy Watersheds Initiative (HWI) Action Plan, based on the CITY’s “Summary of Nine Elements” document that was prepared under Task Order No. 06 and additional stakeholder feedback through the group that met as part of that project.

Subconsultants for this task order, that were not on the approved list of the CONSULTANT team from the original AGREEMENT, include: S&ME, Inc. for Phase 1 Cultural Resources Survey.

B. CONSULTANT’S SCOPE OF SERVICES

The Scope of Services, dated December 7, 2022, is specifically described herein.

Edits per Amendment #1, dated January 13, 2025, are presented herein, in black/italicized text.

Edits per Amendment #2, dated February 20, 2026, are presented herein, in gray/italicized text.

Task 1. Stakeholder Engagement & Healthy Waters Initiative Action Plan

The CONSULTANT will facilitate four meetings with stakeholder group from Summary of Nine Elements planning process to review project progress and solicit feedback on BMP implementation and outreach plans, and to develop a Healthy Waters Initiative (HWI) Action Plan. The CONSULTANT will update the CITY’s existing “Summary of Nine Elements” document into an action plan that addresses goals of U.S. EPA’s Healthy Waters Initiative (HWI). The CONSULTANT will present the draft HWI Action Plan at one of the meetings to solicit feedback and discuss comments. Based on one round of comments, the CONSULTANT will finalize the HWI Action Plan and submit it to Georgia EPD for approval. If Georgia EPD has any comments, the CONSULTANT will address those and update the document.

Deliverables:

- Meeting documentation, including agendas, presentations, minutes, hand-outs, attendance sheets
- Draft HWI Action Plan
- Final HWI Action Plan

Task 2: Engineering Design and Permitting for Stream Restoration and Green Infrastructure Demonstration Project

The CONSULTANT will provide detailed topographic survey of existing conditions within the proposed project area, including necessary stream features; design and permit the proposed stream restoration/stabilization project and GI/LID BMP; and provide limited construction administration during construction of the proposed project.

The expectation is to design a 1,050 linear foot stream restoration project from E. Grady Street to E. Jones Avenue, and approximately 1,200 square feet of a bioretention/bioswale system along the McTell Trail. At this time, permitting is expected to include a USACE NWP27, Land Disturbing Activity (LDA) Permit with Erosion Sedimentation and Pollution Control Plan (ESPCP), and a GA EPD Buffer Variance Permit. It is not expected that NFIP permitting through the local floodplain administrator (and/or FEMA) shall be necessary for the proposed project.

Through coordination with USACE to date, the project will qualify under a USACE NWP 31, but the USACE staff archeologist requires a Phase I Cultural Resources Survey because of proximity of properties listed on the National Register of Historic Places (NRHP) and the historic railroad that bisects the project area. The primary tasks associated with the Archaeological and Historic Properties Survey include background research, field investigation, data analyses, and report preparation. Additional details on the field investigation are described below:

- *Field investigation includes shovel test pits in selected areas with a higher likelihood to contain archaeological sites (shovel test pits will be at least 30 cm x 30 cm and excavated to 80 cm below surface, and will include no more than 25 total test pits).*
- *A limited historic architectural survey will be conducted to locate aboveground resources that are greater than 50 years of age that are on or adjacent to the Project Area. The location of each identified resource will be plotted on a project base map and digital photographs will be taken. Information regarding historical value, appearance, and integrity will be recorded in field notes and will aid in the determination of NRHP eligibility.*

Deliverables:

- Topographic Survey with utility locate via Call 811
- Plans:
 - 30% Conceptual Design Plans
 - 60% Preliminary Design Plans
 - 100% Final Design Plans with Stream Restoration and Bioretention Technical Specifications
 - Plan set shall include, but is not limited to, the following: Cover Sheet, Notes Sheet(s), Typical Cross Section Detail, Structure Detail Sheets, Plan and Profile Sheets, including existing topographic and utility mapping,

- current and proposed stream centerlines, locations of in-stream structures, and ESPCP.
 - Engineer's opinion of probable cost
 - Vegetation Plan (*for stream restoration project*) that includes a generic planting plan that notes planting zones and types/quantities of native vegetation by zone
- Permitting:
 - USACE NWP27
 - LDA Permit with ESPCP
 - GA EPD Buffer Variance permitting
- Limited Procurement Activities and Construction Administration:
 - Pre-bid meeting attendance
 - Respond to RFIs from prospective bidders and then contractor (after award)
 - Preconstruction meeting attendance
 - Biweekly site inspections (**assumes 3-month construction period*) that includes an observation report with photos
 - Final site inspection with punch list after construction is complete

Items Not Included in Scope:

- Coordination for permissions and easements with local property owners
- Permitting associated with footbridge project from Statesboro Convention and Visitors Bureau
- Private utility locate
- Geotechnical survey/analysis
- NOI, NOT, NPDES stormwater monitoring/inspections
- Bidding and Procurement Activities
 - Prepare contract documents/bid manual
 - Advertise project
 - Issue Addendums (if necessary)
 - Bid opening attendance
 - Bid review
- Other Construction Administration Activities
 - Review/process payment applications
 - *See note of frequency and duration of site inspections in Deliverable list above*
- As-built survey
- Post-construction monitoring of vegetation and site condition

The CONSULTANT can assist the CITY with any of the items in the list above as an hourly service in accordance with the rate schedule provided in the most recent Task Order (TOF No. 06) or can provide a lump sum fee.

Task 3: Water Quality Data Analysis/Summary

The CONSULTANT will interpret and summarize water quality data and estimate pollutant load reductions for reports to Georgia EPD. This will include a comparison of pre- and post-BMP construction water quality data collected from Little Lotts Creek watershed monitoring sites during the project period. The CONSULTANT will estimate load reductions using Pollutant Load Estimation Tool (PLET) online dashboard model or other acceptable models to develop load reduction model outputs on each BMP for sediment, phosphorus and nitrogen.

Deliverables:

- Spreadsheet with monitoring data results and summary statistics
- Model outputs showing sediment, phosphorus, and nitrogen load reductions

Task 4: Grant Administration/Reporting Technical Assistance

The CONSULTANT will assist CITY with grant administration/coordination with Georgia EPD. The CONSULTANT will lead grant reporting efforts by preparing and submitting quarterly invoices (grant reimbursements), quarterly reports, annual reports, and a final closeout report to Georgia EPD.

- The CITY will be responsible for coordinating distribution and collection of timesheets and providing copies of project invoices on a quarterly basis to include in reporting and invoices submitted to Georgia EPD.
- *Amendment #1: The no-cost time extension that was pursued due to delays caused by Army Corps of Engineers for permitting resulted in the addition of five (5) quarters to the end of the grant. The CONSULTANT will complete any needed quarterly reports at a rate of \$1,000 per quarterly report and associated grant administration each quarter.*
- *Amendment #2: The second time extension for the EPD 319(h) Grant, where additional grant funds were awarded to the City, was pursued due to delays caused by Army Corps of Engineers for permitting. This delay results in the addition of one (1) quarter to the end of the grant. The CONSULTANT will complete the additional quarterly report at a rate of \$1,000 per report, plus an additional \$1,000 fee for grant administration support to add grant funds to Amendment #2 of the EPD 319(h) Grant.*

Deliverables:

- Quarterly (and fiscal year annual) status reports and associated invoices
- Final invoice and closeout report

Task 5: Coordination of Pedestrian Bridge Layout at Statesboro Convention & Visitors Bureau

The CONSULTANT will assist CITY to review placement and layout of the Statesboro Convention & Visitors Bureau's (CVB) pedestrian bridge project that is planned to connect the McTell Trail to the Statesboro Mainstreet Farmers Market so that it does not negatively impact the City's plans for the 319(h) Grant project. It is expected that the bridge project will be constructed prior to the stream restoration project, so initial coordination will be required. The CONSULTANT will participate in calls (virtual and phone) and conduct a field assessment of stream channel dimensions and condition to determine the best plan for stream stabilization in the segment between E. Grady Street and railroad crossing. The CONSULTANT will also review plans and schematics shared by the CITY, and provide feedback on potential impacts to planned stream restoration approach.

Deliverables:

- Participation in calls with City and CVB
- Email outlining findings of field assessment, proposed approach for stream stabilization techniques, and recommendation for target channel width.

Task 6: Construction Administration

Amendment #2: the CITY has requested the CONSULTANT to provide additional support and oversight from the original Limited Procurement Activities and Construction Administration. Due to a change from lump sum billing (in Task #2) to hourly services with a not to exceed budget limit, a new task was created (Task #6). The original budget estimate is presented below by major tasks.

<i>Item</i>	<i>Cost</i>	<i>Notes</i>
<i>Pre-bid Mtg & RFIs</i>	<i>\$1,000</i>	<i>Complete & billed in Dec. 2025</i>
<i>Pre-con Mtg & RFIs</i>	<i>\$1,800</i>	
<i>Site Inspections</i>	<i>\$7,000</i>	<i>5 total, roughly every other week</i>
<i>Final Inspection</i>	<i>\$1,750</i>	
<i>Total</i>	<i>\$11,550</i>	

Some of the additional requests were based on items not covered by the contractor or not listed in the limited Construction Administration scope, or the City requesting GMC to provide additional support and oversight for this specialized type of construction for stream restoration.. The detailed list of Construction Administration tasks is presented below, and the associated cost is included in the table below.

Additional Services:

- *Prepare NOI*
- *Provide ground control points and benchmarks on site for contractor to use during construction*
- *Provide contractor with GPS files; prepare surface and edit CAD model for construction*
- *More frequent site inspections (e.g., weekly during periods of stream structure installations)*

Updated Cost Estimate for Proposed Not to Exceed (NTE) Budget Limit

<i>Item</i>	<i>Cost</i>	<i>Notes</i>
<i>Pre-bid Mtg & RFIs</i>	<i>Billed</i>	<i>Complete & billed in Dec. 2025</i>
<i>Pre-con Mtg</i>	<i>\$1,750</i>	<i>Virtual plus on-site</i>
<i>Review submittals and other RFIs</i>	<i>\$2,000</i>	<i>Including coordination and planning for adjustments due to shift in timing of planting and growing season</i>
<i>Prepare NOI</i>	<i>\$700</i>	
<i>Ground Control</i>	<i>\$2,500</i>	<i>Establish benchmarks and GPS ground control for contractor</i>
<i>CAD Model</i>	<i>\$1,300</i>	<i>CAD model for construction</i>
<i>Site Inspections</i>	<i>\$12,500</i>	<i>8 total; weekly during periods of high construction activity (stream structures)</i>
<i>Final Inspection</i>	<i>\$1,750</i>	
<i>Total</i>	<i>\$22,500</i>	

Schedule

The Section 319(h) Grant will effectively start on September 1, 2022, and *is expected to continue until March 31, 2027*. Specific tasks will follow the “Project Schedule” outlined in the CITY’s Contract with GADNR-EPD.

Overall, engineering design is expected to be completed within nine months from the CONSULTANT’s NTP, so that construction can begin shortly after the 12-month pre-BMP monitoring period is completed. For the grant reporting task, quarterly reports are due to GADNR-EPD every January 15th, April 15th, July 15th, and October 15th. The final closeout report is to be submitted within 60 days of the end of the grant period, which is *being updated to March 31, 2027*.

C. CONSULTANT’S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. This AGREEMENT authorizes the total fee for all three tasks to be \$131,250. *Amendment #1 added an additional \$27,500 to the total for all tasks, making the new grand total \$158,750. Amendment #2 adds an additional \$13,931.75 to the total for all tasks, making the new grand total \$172,681.75.*

Task 1. Stakeholder Engagement & Healthy Waters Initiative Action Plan

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$15,250.

Task 2: Engineering Design and Permitting for Stream Restoration and Green Infrastructure Demonstration Project

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$94,250 (*Amendment #1 added \$22,500 for a new grand total of \$116,750 & Amendment #2 proposes to close out the billing for this lump sum task at \$106,181.75, and that a new Task #6 will be created with an hourly budget*) and includes:

- \$15,000 for surveying
- \$57,750 for engineering design and limited construction administration services
 - *\$47,181.75 spent for engineering design and bidding phase; \$10,568.25 remains.*
- \$8,000 for a USACE NWP27
- \$6,000 for a LDA Permit with ESPCP
- \$7,500 for a GA EPD Buffer Variance Permit
- *\$16,500 for Phase 1 Cultural Resources Survey (required by USACE)*
- *\$6,000 for Coordination with USACE for NWP31 permitting and Cultural Resources Survey.*

Task 3. Water Quality Data Analysis/Summary

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$2,750.

Task 4: Grant Administration/Reporting Technical Assistance

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B

of the AGREEMENT. The Lump Sum amount for this task is \$16,000 (*Amendment #1 added \$5,000 for a new grand total of \$21,000*) (*Amendment #2 adds \$2,000 for a new grand total of \$23,000*)

Task 5. Coordination of Pedestrian Bridge Layout at Statesboro Convention & Visitors Bureau

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$3,000.

Task 6: Construction Administration

Amendment #2: The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. The total contract amount for the Task shall not exceed \$22,500 without prior written authorization by the CITY. This budget total was calculated based on the expected tasks described in Section B, Task #6.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 2026.

City of Statesboro, GA

By: _____
Signature
Jonathan M. McCollar, Mayor

Date

Goodwyn Mills Cawood, LLC

By: _____
Signature
Robert A. Brown, P.E., Ph.D.
Sr. Water Resources Engineer

2/20/2026
Date

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, 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 W. Penny, City Manager
Jason Boyles, Assistant City Manager

From: Darren Prather, Director of Central Services

Date: March 31, 2026

RE: Contract Award—Architectural Design Services/City Hall

Policy Issue: Purchasing

Recommendation:

Staff recommends a contract for design services be awarded to DPR Architecture. If approved, City staff will enter into negotiations as to the percentage of construction project the architectural design fee will entail. This amount is typically 8-10%. This complete construction project, once designed, is expected to be around \$3.5 million dollars.

Background:

The City of Statesboro issued a request for qualifications (RFQ) for design services for City Hall. This opportunity was advertised as required by our procurement policy producing only one response. The areas to be covered are; complete HVAC replacement, Utility Billing safety renovation, building structural improvements, external window replacements, exterior and interior painting, lighting improvements, flooring replacement and conversion of storage space into a conference room on the first floor. The HVAC system is extremely old and has been in need of replacement for many years as maintenance cost every year is significant. The HVAC system replacement represents over half of the projected cost of these repairs to be included in this design contract. DPR is a local firm and has worked successfully on many City projects over the years.

Budget Impact: 2025 SPLOST GBD-3 325-1565-5413310

Council Person and District: All

Attachments: None

CITY OF STATESBORO



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

From: Darren Prather, Director of Central Services

Date: March 31, 2026

RE: Contract Award—Averitt Arts Center Renovation

Policy Issue: Purchasing

Recommendation:

Staff recommends the a contract be awarded to Suncoast Restoration in the amount of \$299,737.75 as they submitted the lowest responsive bid for this project.

1. Founders Maint. And Restoration	\$446,289.00
2. Hubbard and Hudson	\$438,000.00
3. MMI	\$525,813.00
4. Suncoast Restoration	\$299,737.75

Background:

The City of Statesboro issued an invitation to bid on renovations for the Averitt Arts Center. This opportunity was advertised as required by our procurement policy. The elements covered in this contract will be brick pointing and coating of exterior brick to prevent future brick deterioration and leakage which is a significant problem in the theater portion of the Arts Center. Also, all exterior windows will be fully replaced as well to prevent leaking and to provide more efficient energy usage. This bid package was designed with the assistance of our consultant Rob Lyon and Associates who specializes in water intrusion prevention. Rob has approved Suncoast as a qualified contractor and has analyzed their bid an approved the methodologies contained within it. This bid amount is funded from 2025 SPLOST funds and is within budget.

Budget Impact: 2025 SPLOST GBD-4 325-1565-5413308

Council Person and District: All

Attachments: None

CITY OF STATESBORO

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

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

From: Brad Deal, P.E., Director of Public Works and Engineering

Date: March 30, 2026

RE: Recommendation of Lowest Bidder for Construction of ENG-130A Fire Station Access Road

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of a contract with Underground Excavating, Inc., in the amount of \$331,804.08 for construction of ENG-130A Fire Station#3 Access Road.

Background:

The work in this contract includes construction of a street with a cul-de-sac connecting to Brannen Street at the location for the new Fire Station#3. The street construction includes storm drainage, water and sewer infrastructure, curb and gutter, and sidewalk. The street will allow for circulation of Fire Department vehicles through Fire Station 3. The lowest bidder, Underground Excavating, meets the requirements of the bid package and submitted an acceptable bid bond.

Budget Impact:

The low bid submitted by Underground Excavating is below the engineer's cost estimate of \$533,427.40. The project is to be paid for using 2018 and 2023 TSPLOST funds.

Council Person and District: Sharri Barr, District 5

Attachments: Bid Tabulations

CC: Darren Prather, Director of Central Services

Construction Bid Tabulation



	Project Name	Location	Consultant	Architect Estimate
	Eng-130A Fire Station 3 Access Road	City of Statesboro	John Washington	

			Notes
Bidder	Total	Bid Bond Attached?	
Underground Excavating	331,804.08	yes	Checked
Tim Lanier Construction	509,177.00	yes	Checked
Sikes Bros. Construction	375,125.00	yes	Checked
Reeves Construction	444,208.00	Yes	Checked
Sims Paving	463,989.85	Yes	Checked
Mill Creek Construction	350,506.06	Yes	Checked

CITY OF STATESBORO



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

From: Brad Deal, P.E., Director of Public Works and Engineering

Date: March 30, 2026

RE: STM-7 Truck Purchase

Policy Issue: Purchasing

Recommendation: Staff recommends approval of a purchase of a 2026 Chevrolet Silverado 3500 Crew Cab from Alan Jay Fleet Sales in the amount of \$69,790.82.

Background: This item is part of a planned replacement of an existing 2015 F-350 Ford Work Truck that is past its useful life. The existing truck would be surplus.

A vehicle bid request was solicited in January, 2025, but no bids were received at that time. Staff then solicited a quote from Alan Jay Fleet Sales under state contract NO. GA 99999-001-SPD0000229. Alan Jay Fleet Sales provided a quote for a vehicle that met the Stormwater Division specifications.

Budget Impact: Funding will be from Stormwater Operating Income funds. STM-7 has \$185,000 budgeted for FY 2026. There were two vehicle purchases planned in STM-7 for FY 2026. The Stormwater Division purchased a 2026 Ford F-250 earlier this fiscal year as part of this STM-7. The vehicle cost \$50,000 plus \$11,500 for upfitting. The remaining \$123,500 in STM-7 will cover the purchase and outfitting of the proposed vehicle.

Council Person and District: All

Attachments: Alan Jay Fleet Sales Quote



Contract Number: GA 99999-001-SPD0000229 (CHASSIS)

Quote ID: 70834

Agency: STATESBORO, CITY OF (GA)

Date: 3/16/2026

Thank you from the Alan Jay Fleet Team for the opportunity to provide this quotation for (1) 2026 CHEVY SILVERADO 3500HD CREW CAB CHASSIS 4WD DRW WT 60" CA, please review carefully and contact us with any errors or changes.

MSRP: \$57,565.00

Base Price: \$55,595.00

Factory Options: (\$1,742.18)

Aftermarket Options: \$15,938.00

Purchase Total: \$69,790.82

Per attached vehicle specifications.

This quotation is valid as long as the manufacturer is accepting orders for the model year specified. Purchase orders received after factory order cutoff may not be honorable. The vehicle(s) offered on this quotation will be ordered in the color(s) listed. Please contact your Alan Jay sales representative with any questions you have on this quote.

Quoted By: BEN ROTZ / 512-740-2272 / Ben.Rotz@AlanJay.com

City of Statesboro

Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Matt Aycock
Director of Public Utilities

Date: 03/30/2026

RE: Recommendation of Bidder

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to Tyson Utilities in the amount of \$115,351.50 for the installation of approximately 2000 feet of six-inch water main with appurtenant equipment (hydrants, valves, services) to serve additional hangers at the Statesboro/Bulloch County Airport. This project will be paid by Bulloch County with Airport TSPLOST funds.

Background: Bulloch County approached the City of Statesboro requesting water services to additional hangers under construction at the Statesboro/Bulloch County Airport. In order to obtain adequate fire protection, the City and County agreed that a six-inch water main with fire hydrants was the proper solution. It was also agreed that the City would be responsible for engineering and bidding of the project, and the County would be responsible for funding the construction costs. With five utility contractors submitting bids, Tyson Utilities was the low bidder with a construction bid of \$115,351.50.

It is the recommendation of staff and of our consulting engineers, Hussy Gay Bell, to award the contract to Tyson Utilities in the amount of \$115,351.50 to be paid with Bulloch County's Airport TSPLOST funds.

Budget Impact: None

Council Person and District: All

Attachments: HGB award recommendation letter and bid abstract.



March 27, 2026

Mr. Matt Aycock
Director of Public Utilities
City of Statesboro
P O Box 348
Statesboro, Georgia 30458

**RE: Statesboro Airport Water Main Extension
City of Statesboro, Georgia**

Dear Mr. Aycock:

The following bids were received on March 26, 2026, for the above referenced project:

Tyson Utilities, Inc.	\$	115,351.50
Y-Delta, Inc.	\$	140,160.17
Allied Utilities, Inc.	\$	171,907.50
Cartee Construction and Utilities, LLC	\$	175,167.24
Total Earth Services, LLC	\$	211,535.42

As indicated, the low bid was submitted by Tyson Utilites, Inc. It is recommended they be awarded a contract in the amount of \$115,351.50. The successful bidder has the resources to successfully perform the work described in the contract documents.

Enclosed is the Abstract of Bids for your use. As outlined in the Abstract of Bids, all bid discrepancies were corrected as noted. These changes made no difference in the bid prices.

Sincerely,
HUSSEY GAY BELL

Jackson Proctor
Jackson Proctor, EIT

BID ABSTRACT				Tyson Utilities		Allied Utilities		Y-Delta Inc		Total Earth SVC		Cartee Construction	
STATESBORO AIRPORT WATER MAIN EXTENSION													
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1.0	Water Main												
1.1	6-inch PVC Water Main, Open-cut Installation	1620	LF	\$ 19.50	\$ 31,590.00	\$ 27.50	\$ 44,550.00	\$ 21.85	\$ 35,397.00	\$ 30.02	\$ 48,632.40	\$ 27.32	\$ 44,258.40
1.2	6-inch RJ PVC Water Main, Open-cut Installation	320	LF	\$ 25.85	\$ 8,272.00	\$ 34.50	\$ 11,040.00	\$ 27.23	\$ 8,713.60	\$ 37.99	\$ 12,156.80	\$ 33.77	\$ 10,806.40
1.3	6-inch RJ Ductile Iron Pipe Water Main, Open-cut Installation	90	LF	\$ 60.00	\$ 5,400.00	\$ 52.50	\$ 4,725.00	\$ 52.74	\$ 4,746.60	\$ 57.38	\$ 5,164.20	\$ 61.35	\$ 5,521.50
2.0	10-inch x 0.25-inch Steel Casing, Open-cut Installation	110	LF	\$ 62.00	\$ 6,820.00	\$ 85.00	\$ 9,350.00	\$ 104.00	\$ 11,440.00	\$ 126.96	\$ 13,965.60	\$ 117.97	\$ 12,976.70
3.0	6-inch Gate Valve, Box, and Valve Marker	2	EA	\$ 1,918.00	\$ 3,836.00	\$ 2,250.00	\$ 4,500.00	\$ 1,646.95	\$ 3,293.90	\$ 2,204.97	\$ 4,409.94	\$ 2,578.26	\$ 5,156.52
4.0	Fire Hydrant Assembly (including 6- inch Tee for connection to the Water Main, gate valve with box, and the appropriate LF of 6-inch water service line)	4	EA	\$ 6,426.00	\$ 25,704.00	\$ 6,850.00	\$ 27,400.00	\$ 7,237.20	\$ 28,948.80	\$ 7,341.99	\$ 29,367.96	\$ 8,669.29	\$ 34,677.16
5.0	Ductile Iron Fittings												
5.1	6-inch x 6-inch RJ DI Tee Connection to Existing Water Main	1	EA	\$ 3,611.00	\$ 3,611.00	\$ 3,850.00	\$ 3,850.00	\$ 2,798.98	\$ 2,798.98	\$ 2,490.95	\$ 2,490.95	\$ 7,133.75	\$ 7,133.75
5.2	6-inch 45° RJ DI Bend	4	EA	\$ 500.00	\$ 2,000.00	\$ 425.00	\$ 1,700.00	\$ 443.66	\$ 1,774.64	\$ 634.55	\$ 2,538.20	\$ 653.29	\$ 2,613.16
5.3	6-inch 22.5° RJ DI Bend	6	EA	\$ 464.00	\$ 2,784.00	\$ 425.00	\$ 2,550.00	\$ 443.66	\$ 2,661.96	\$ 628.13	\$ 3,768.78	\$ 637.69	\$ 3,826.14
5.4	6-inch 11.25° RJ DI Bend	3	EA	\$ 468.00	\$ 1,404.00	\$ 425.00	\$ 1,275.00	\$ 443.66	\$ 1,330.98	\$ 640.88	\$ 1,922.64	\$ 645.49	\$ 1,936.47
5.5	6-inch RJ DI Plug	1	EA	\$ 348.00	\$ 348.00	\$ 425.00	\$ 425.00	\$ 242.70	\$ 242.70	\$ 652.42	\$ 652.42	\$ 362.96	\$ 362.96
6.0	Connect Water Service to Existing Water Meter (incl. saddle, corp. stop & PE water service)	1	EA	\$ 1,585.00	\$ 1,585.00	\$ 3,050.00	\$ 3,050.00	\$ 2,298.68	\$ 2,298.68	\$ 4,241.53	\$ 4,241.53	\$ 2,604.80	\$ 2,604.80
7.0	Water Service to Proposed Water Meter Manifold (incl. saddle, valve, 45 LF of 2-inch PE water service by pneumatic missile bore installation, manifold, two meters, and two backflow preventers)	1	EA	\$ 6,273.00	\$ 6,273.00	\$ 6,500.00	\$ 6,500.00	\$ 7,937.33	\$ 7,937.33	\$ 20,647.44	\$ 20,647.44	\$ 8,663.28	\$ 8,663.28
8.0	Remove and Replace Asphalt Pavement	35	SY	\$ 80.00	\$ 2,800.00	\$ 120.00	\$ 4,200.00	\$ 175.00	\$ 6,125.00	\$ 101.60	\$ 3,556.00	\$ 100.00	\$ 3,500.00
9.0	Silt Fence												
9.1	Silt Fence, Non-Sensitive	1650	LF	\$ 3.00	\$ 4,950.00	\$ 3.50	\$ 5,775.00	\$ 3.50	\$ 5,775.00	\$ 4.60	\$ 7,590.00	\$ 5.00	\$ 8,250.00
9.2	Silt Fence, Sensitive	185	LF	\$ 4.70	\$ 869.50	\$ 5.50	\$ 1,017.50	\$ 5.00	\$ 925.00	\$ 9.20	\$ 1,702.00	\$ 8.00	\$ 1,480.00
10.0	Remove and Replace Unsuitable Material, Dispose off-site. Replace with Approved Off-Site Fill Material	300	CY	\$ 1.00	\$ 300.00	\$ 40.00	\$ 12,000.00	\$ 25.00	\$ 7,500.00	\$ 75.92	\$ 22,776.00	\$ 0.50	\$ 150.00

BID ABSTRACT CONTINUED				Tyson Utilities		Allied Utilities		Y-Delta Inc		Total Earth SVC		Cartee Construction	
STATESBORO AIRPORT WATER MAIN EXTENSION													
Item No.	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
11.0	Remove Unsuitable Material, When Directed by City/Engineer, and Backfill with Crushed Stone	50	CY	\$ 1.00	\$ 50.00	\$ 160.00	\$ 8,000.00	\$ 65.00	\$ 3,250.00	\$ 125.78	\$ 6,289.00	\$ 25.00	\$ 1,250.00
12.0	Grading, spreading/disposal of excess excavated material, mobilization, clean-up, testing, disinfection, insurance, bonds, and other miscellaneous items not specifically listed but necessary for a complete job	1	LS	\$ 6,755.00	\$ 6,755.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 19,663.56	\$ 19,663.56	\$ 20,000.00	\$ 20,000.00
Bid Total				\$ 115,351.50		\$ 171,907.50		\$ 140,160.17		\$ 211,535.42		\$ 175,167.24	
MFBE Participation (%)				45		0		100		0		0	
5% Bid Bond				Submitted		Submitted		Submitted		Submitted		Submitted	
Addendum No. 1, 2 and 3				Acknowledged		Acknowledged		Acknowledged		Acknowledged		Acknowledged	

I certify that this is a correct Abstract of Bids received March 26, 2026.

*Highlighted items have been corrected due to typographical errors in the original bid package.

Jackson Proctor

Jackson Proctor, EIT

HUSSEY GAY BELL