



May 19, 2026 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Tangie Johnson
3. Recognitions/Public Presentations:
 - A) Presentation of a Proclamation recognizing May 17 – 23, 2026 as National Public Works Week.
 - B) Recognition and Public Presentation from Dr. LaSara Mitchell recognizing graduating members of the Youth Council.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-05-2026 Council Minutes
 - B) Consideration of a motion to set the date for a Public Hearing for the proposed City of Statesboro Fiscal Year 2027 Budget for June 02, 2026, during the regular scheduled Council Meeting.
6. Public hearing and consideration of a motion to approve:
 - a. **APPLICATION V 26-04-01**: Southeastern Development Associates requests a variance from Section 2.2.9 – Table 2.2.9-B Dimensional Standards for MX (Mixed-Use District), which requires a twenty-five (25) foot maximum building setback. The proposed project for a new grocery store is requesting a maximum 675-foot setback to accompany all the parking required for this type of multi-use project at 6850 Cypress Lake Road and 7406 Veterans Memorial Parkway (Tax Parce l# MS330000023 002).
 - b. **APPLICATION V 26-04-02**: Southeastern Development Associates is requesting a variance from UDC Section 2.2.9 (H)(4) to allow parking in front of the store at 6850 Cypress Lake Road and 7406 Veterans Memorial Parkway (Tax Parcel # MS420000004A000).
7. Public hearing and consideration of a motion to approve: **APPLICATION RZ 26-04-03**: Belair Estates Inc. requests a Zoning Map Amendment on the corner of Veterans Memorial Parkway and Highway 80 from R-15 (One- Household Residential) to MX (Mixed Use District). The Zoning Map Amendment requests is for two parcels and a total of 6.17-acres and is proposed for multi-use commercial development (Tax Parcels # MS84000004 002 and MS84000004 000).

8. Public Hearing and Consideration of a Motion to Approve:
 - a. **APPLICATION V 26-04-05**: Macon Signs requests a Variance to Section 2.5.3(H)(1) to allow an increase in the height of the flagpole from the allowable forty (40) feet to fifty (50) feet at 581 Northside Drive East (University Commons) for Academy Sport & Outdoors (Tax Parcel# MS72000001 000).
 - b. **APPLICATION V 26-04-06**: Macon Signs requests a Variance to UDC Section, Sign 2 District-Dimensional Standards, Table 2.5.3-C, to allow an increase of the building square footage from 222.6 sq feet to 537.70 square feet at 581 Northside Drive East (University Commons) for Academy Sport & Outdoors (Tax Parcel # MS72000001 000).
9. Public Hearing and First Reading of **Ordinance 2026-01**: An Ordinance Amending - Section 2.4.14: of the Unified Development Code to create zoning classifications and requirements for the development of Technological Facilities & Data Centers.
10. Consideration of a motion to approve **Resolution 2026-19**: A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Road Assistance Grant Application for Fiscal Year 2026.
11. Consideration of a motion to approve **Resolution 2026-20**: A Resolution authorizing execution of documents with Queensborough Bank relating to a Refunding Revenue Bond necessary to refinance the installation of public infrastructure in the Old Register TAD.
12. Consideration of a motion to approve **Resolution 2026-21**: A Resolution authorizing and directing City of Statesboro to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of any deficiency in the payment of debt service, if any, on the City of Statesboro, Georgia Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2026, anticipated to be issued and delivered on or about June 15, 2026.
13. Consideration of a motion to approve an Intergovernmental Agreement between the City of Statesboro and the Development Authority of Bulloch County to continue the Business Recruiter position.
14. Consideration of a motion to award a three-year contract with the option to renew for two additional years on a year-to-year basis for Property & Casualty and Workers Compensation insurance brokerage services to Gallagher.
15. Consideration of a motion to approve Contract Amendment #2 with Cranston Engineering in the amount of \$29,900 for engineering design services for ENG-92 West Main Streetscape, to be funded by 2018 TSPLOST funds.
16. Public Comments (General)

17. Other Business from City Council

18. City Managers Comments

19. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters”
“Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)

20. Consideration of a Motion to Adjourn

CITY OF STATESBORO

COUNCIL

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 Penny, City Manager
Jason Boyles, Assistant City Manager

From: Brad Deal, P.E., Director of Public Works and Engineering
Marcos Trejo Jr, P.E., Assistant Director of Public Works

Date: May 11, 2026

RE: National Public Works Week Proclamation

Policy Issue: Advocacy and Outreach of Public Works and Engineering Activities and programs

Recommendation: Recognition of National Public Works Week and the City of Statesboro Public Works and Engineering Employees.

Background: The 2026 National Public Works Week is May 17 – 23, 2026. The American Public Works Association uses this time to promote public works as a profession and to educate the public on the importance of public works activities and programs to their daily lives.

Budget Impact: None

Council Person and District: All

Attachment: 2026 National Public Works Week Proclamation

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

NATIONAL PUBLIC WORKS WEEK

May 17-23, 2026

“Rooted in Service, Powered by Community”

WHEREAS: public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Statesboro; and,

WHEREAS: these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS: it is in the public interest for the citizens, civic leaders and children in the City of Statesboro to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS: the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby designate the week of May 17 -23, 2026 as

NATIONAL PUBLIC WORKS WEEK

In the City of Statesboro, and urge citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Statesboro to be affixed this 19th day of May 2026.

Jonathan McCollar, Mayor



CITY OF STATESBORO
COUNCIL MINUTES
MAY 05, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Mayor Pro Tem Shari Barr gave the Invocation and led the Pledge of Allegiance.

ATTENDENCE

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

Other staff present: Assistant City Manager Jason Boyles, Public Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden.

3. Recognitions/Public Presentations:

A) Presentation of a Proclamation Recognizing May 4, 2026 as International Firefighters Day.

Mayor McCollar read and presented a proclamation recognizing May 4, 2026 as International Firefighters Day in the City of Statesboro. The proclamation honored the courage, professionalism, and sacrifice of firefighters, acknowledging that their service extends beyond emergency response to include fire prevention, public education, disaster preparedness, rescue operations, emergency medical response, and hazardous materials response. The proclamation also recognized firefighters who have lost their lives in the line of duty and expressed the City's gratitude to the Statesboro Fire Department.

B) Presentation of a Proclamation Recognizing May 2026 as Mental Health Awareness Month.

Mayor McCollar read and presented a proclamation recognizing May 2026 as Mental Health Awareness Month. The proclamation noted that 1 in 5 adults in the United States experience mental illness each year and emphasized the importance of reducing stigma and improving access to care. The proclamation recognized the work of the Zeta Phi Beta Sorority, Incorporated, Iota Iota Zeta Chapter, in promoting mental wellness and fostering open dialogue within the community.

Rachel Bryant, President of the local chapter, accepted the proclamation alongside Mental Health Coordinator Dr. Jamita Cobb, and Celeste Jackson. Ms. Bryant spoke briefly, emphasizing that mental health is as important as physical health and encouraging the community to speak openly, practice self-care, and seek professional support without stigma.

C) Presentation of a Proclamation Recognizing the week of May 11-17, 2026 as Statesboro Bike Week.

Mayor McCollar read and presented a proclamation recognizing the week of May 11–17, 2026 as Statesboro Bike Week. The proclamation highlighted the City's growing cycling infrastructure, including the S&S Greenway, Willie McTell Trail, and campus trails at Georgia Southern University, and noted Statesboro's ongoing transition toward becoming a bicycle-friendly city.

Lissa Leege, Chair of the Greener Boro Commission, accepted the proclamation alongside Commission members Andrew Michaud and Don Armel. Ms. Leege noted two upcoming events during Bike Week: Bike to Work Day on Friday, encouraging residents to photograph their commute and post to #StatesboroBikes, and a community bike ride on Saturday starting at 5 Points at 10:00 AM.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) **04-21-2026 Work Session Minutes**
- b) **04-21-2026 Council Minutes**

A motion was made to approve consent agenda.

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

Councilmember Ginny Hendley recused herself from Agenda item #6.

6. Public hearing and consideration of a motion to approve an application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13(a)”

The Slider Joint

Owner: Travis Phillips

Location: 22 W. Vine St.

License Type: Restaurant

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

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 The Slider Joint, Owner: Travis Phillips, Located at 22 W. Vine St.
For License Type: Restaurant

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

- 7. Consideration of a motion to approve Resolution 2026-18: A Resolution to adopt the second amendment to the Fiscal Year 2026 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.**

A motion was made to approve **Resolution 2026-18**: A Resolution to adopt the second amendment to the Fiscal Year 2026 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

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

8. Consideration of a motion to approve a contract with Judicial Alternatives of Georgia, Inc. (JAG) regarding the provision of probation and pre-trial supervision services for defendants in Statesboro Municipal Court.

A motion was made to approve a contract with Judicial Alternatives of Georgia, Inc. (JAG) regarding the provision of probation and pre-trial supervision services for defendants in Statesboro Municipal Court.

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

9. Consideration of a motion to approve a bid and enter into a contract with Fine Point Services for \$364,778.46 to replace the tipping floor at the Landfill Transfer Station, funded by Solid Waste Disposal Reserve Funds.

A motion was made to approve a bid and enter into a contract with Fine Point Services for \$364,778.46 to replace the tipping floor at the Landfill Transfer Station, funded by Solid Waste Disposal Reserve Funds.

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

10. Consideration of a motion to approve a bid and enter into a contract with Tim Lanier Construction, LLC, for \$316,748.78 for the construction of ENG-114 Edwina Drive Roadway Improvements, to be funded by 2023 TSPLOST funds.

A motion was made to approve a bid and enter into a contract with Tim Lanier Construction, LLC, for \$316,748.78 for the construction of ENG-114 Edwina Drive Roadway Improvements, to be funded by 2023 TSPLOST funds.

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

11. Public Comments (General): None

12. Other Business from City Council

Mayor Pro Tem Shari Barr offered several community announcements. She noted that recent rainfall was welcome, though the community still needs more, and expressed thoughts for those further south affected by weather conditions. She announced that the Longest Table event had been postponed due to rain and that a new date would be announced soon. The Great American Cleanup was also postponed and rescheduled for the coming Saturday from 9:00 AM to 12:00 PM, with registration in front of City Hall. She also mentioned a food bank fundraiser coinciding with Mother's Day weekend and noted that Keep Statesboro-Bulloch Beautiful has one or two openings on its board, encouraging interested residents to apply through the City's website or Facebook page.

Mayor Pro Tem Barr also reminded the public about free visibility bands available from the Greener Statesboro Commission — wearable reflective bands for pedestrians and cyclists — available at the police station, the City Hall lobby, or directly from council members, particularly timely given the upcoming Bike Week.

13. City Managers Comments

Assistant City Manager Jason Boyles reminded council and the public of the upcoming budget work session scheduled for May 12 at 2:00 PM in the council chambers. He also announced that the Statesboro-Bulloch Airport would be hosting its First Flight event on Saturday, May 16, from 9:00 AM to 2:00 PM — an event described as a great opportunity for children and the general public. Additionally, he noted that a draft ordinance regarding regulations for data centers had been included in council's FYI packets, as discussed at the previous work session. The item was being forwarded to the Planning Commission that evening and would come before council for first reading at the next council meeting.

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

There was not a need for executive session.

15. Consideration of a Motion to Adjourn

A motion was made to

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

The meeting was adjourned at 9:27 a.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
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I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: May 12, 2026

RE: Setting the date for the Public Hearing for Fiscal Year 2027 Budget

Background: The State of Georgia requires a public hearing on the proposed budget, at which time any person wishing to be heard on the budget may appear. The public hearing must be held at least one week prior to the meeting of the governing authority at which adoption of the budget resolution will be considered. Notification of the public hearing must be at least one week prior to the meeting.

Recommendation: Set the Public Hearing for June 2, 2026, during the regular scheduled Council Meeting.

Budget Impact: N/A

Council Person and District: All

Attachments: None

CITY OF STATESBORO

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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
Cain Smith, City Attorney

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

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

From: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Variance Request*

Recommendation: Planning Commission Recommends Approval of V 26-04-01.

Background: Southeastern Development Associates requests a variance from Section 2.2.9 – Table 2.2.9-B Dimensional Standards for MX (Mixed-Use District), which requires a twenty-five (25) foot maximum building setback. The proposed project for a new grocery store is requesting a maximum 675-foot setback to accompany all the parking required for this type of multi-use project at 6850 Cypress Lake Road and 7406 Veterans Memorial Parkway (Tax Parcel# MS330000023 002).

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report – V 26-04-01 & V 26-04-02

CITY OF STATESBORO

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

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

From: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Variance Request*

Recommendation: Planning Commission Recommends Approval of V 26-04-02.

Background: Southeastern Development Associates is requesting a variance from UDC Section 2.2.9 (H)(4) to allow parking in front of the store at 6850 Cypress Lake Road and 7406 Veterans Memorial Parkway (Tax Parcel# MS420000004A000).

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report – V 26-04-01 & V 26-04-02



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

V 26-04-01 and V 26-04-02 ZONING VARIANCE REQUEST	
LOCATION:	6850 Cypress Lake Road and 7406 Veterans Memorial Parkway
PETITIONER/REPRESENTATIVE	Southeastern Development Associates/Daniel Holloway
EXISTING ZONING:	MX (Mixed Use District)
PROPOSED ZONING:	N/A
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Developing Neighborhood
TOTAL ACRES:	28.37-acres (1,235,797.2 sq ft)
PARCEL TAX MAP #:	MS330000023 002 (23.15-acres) MS420000004A000 (5.22-acres)
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Vacant
VARIANCE REQUEST(S):	Variance from the UDC Section 2.2.9-MX (Mixed Use) District Table B-Dimensional Standards and from UDC Section 2.2.9 (H)(4).

Planning Commission: May 5, 2026

City Council: May 19, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION

V 26-04-01 and V 26-04-02 APPROVAL

DETAILED DISCUSSION

HISTORY

According to the tax assessor website, 6850 Cypress Lake Road consists of a single-family house that was constructed in 1960 and wooded acreage. However, the house was part a large farm that can be seen on 1972 historic aerial maps. In September 2024, the property was annexed and rezoned (AN 24 08-07-05 and RZ 24 08-06).

According to the tax assessor website, 7406 Veterans Memorial Parkway, consists of a structure that is secondary to the landscaping business on the premises. Historic aerial map dated 1972 shows, this parcel was wooded, however it was cleared sometime between 1993 and 2007. Between 2013 and 2015 it was a small farm. By 2019 it was used for the landscaping business. More recently, the property was annexed and rezoned (AN 24 09-03 and RZ 24 09-04) in September 2024. The 2024 rezoning would have allowed for the construction of 173 units of multi-family residences or over 200 single-family homes.

On December 2, 2025, the parcels were both rezoned from R-3(Medium Density Multi-Household residential) to a MX (Mixed Use) to allow a new grocery store, accompanying parking lot, shops, fuel stations, and residential housing off of Whispering Pines Blvd.

REQUEST

The petitioner is requesting a variance from Section 2.2.9 – Table 2.2.9-B Dimensional Standards for MX (Mixed-Use District), which requires a twenty-five (25) foot maximum building setback. The proposed project for a new grocery store is requesting 675 feet setback, 215 feet setback for the smaller shops and 75 feet for the fuel canopy, in order to accompany all the parking which is required for this type of multi-use project.

In addition, the petitioner is also requesting a variance from UDC Section 2.2.9 (H)(4) to allow parking in front of the store facing the Veterans Memorial Parkway and Cypress Lake Road.

Case # V-26-04-01, V-26-04-02RZ-25-03-01

Cypress Lake Rd & Veterans Mem Prkwy
Parcel: MS33000023 002, MS42000004A000

Location Map



1 inch equals 600 feet
Aerial: 2023 Eagleview



Legend

- Subject Property
- City Limits
- Tax Parcel Lines

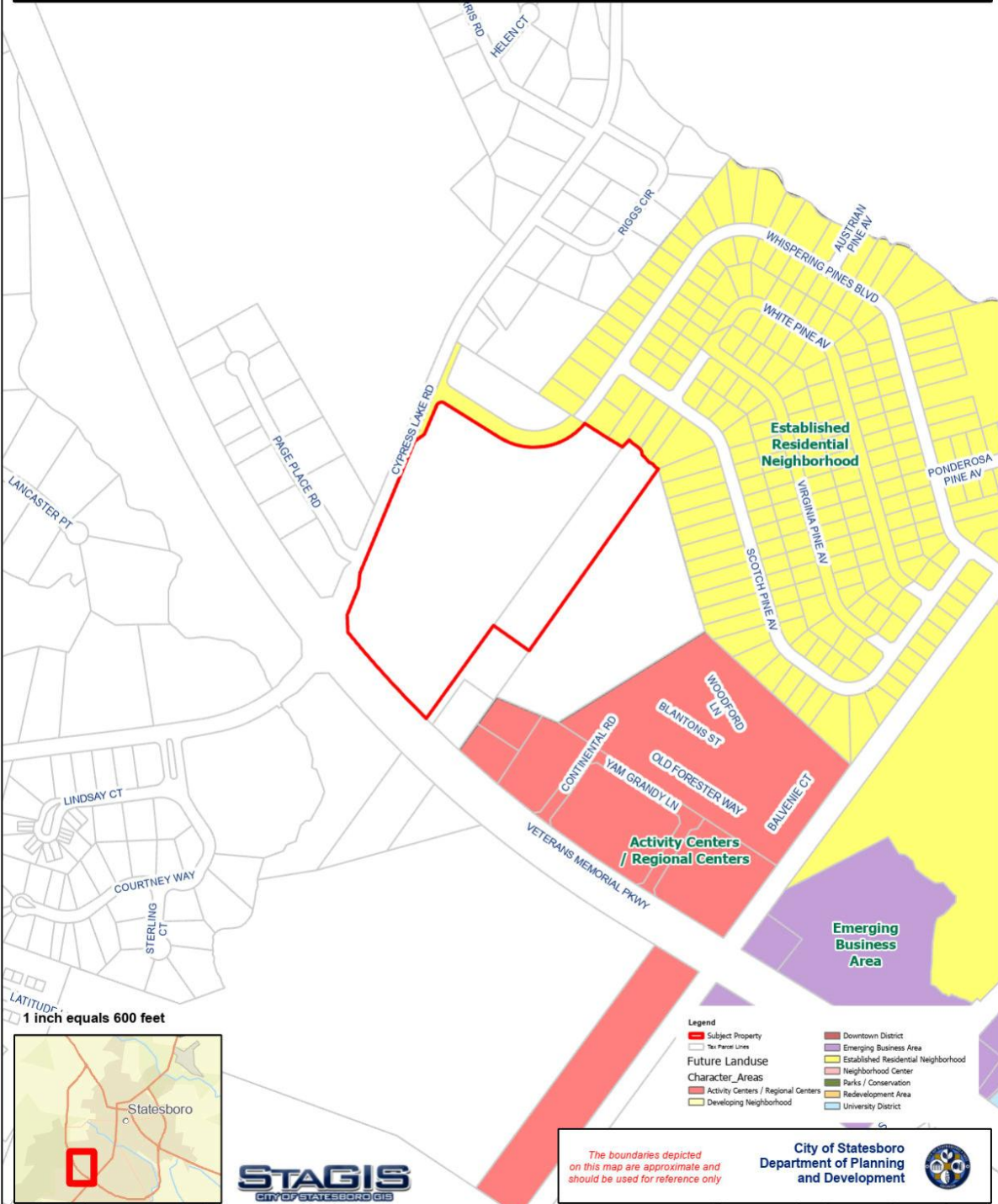
The boundaries depicted on this map are approximate and should be used for reference only

**City of Statesboro
Department of Planning
and Development**

Case # V-26-04-01, V-26-04-02

Future Land Use Map

Cypress Lake Rd & Veterans Mem Prkwy
Parcel: MS33000023 002, MS4200004A000



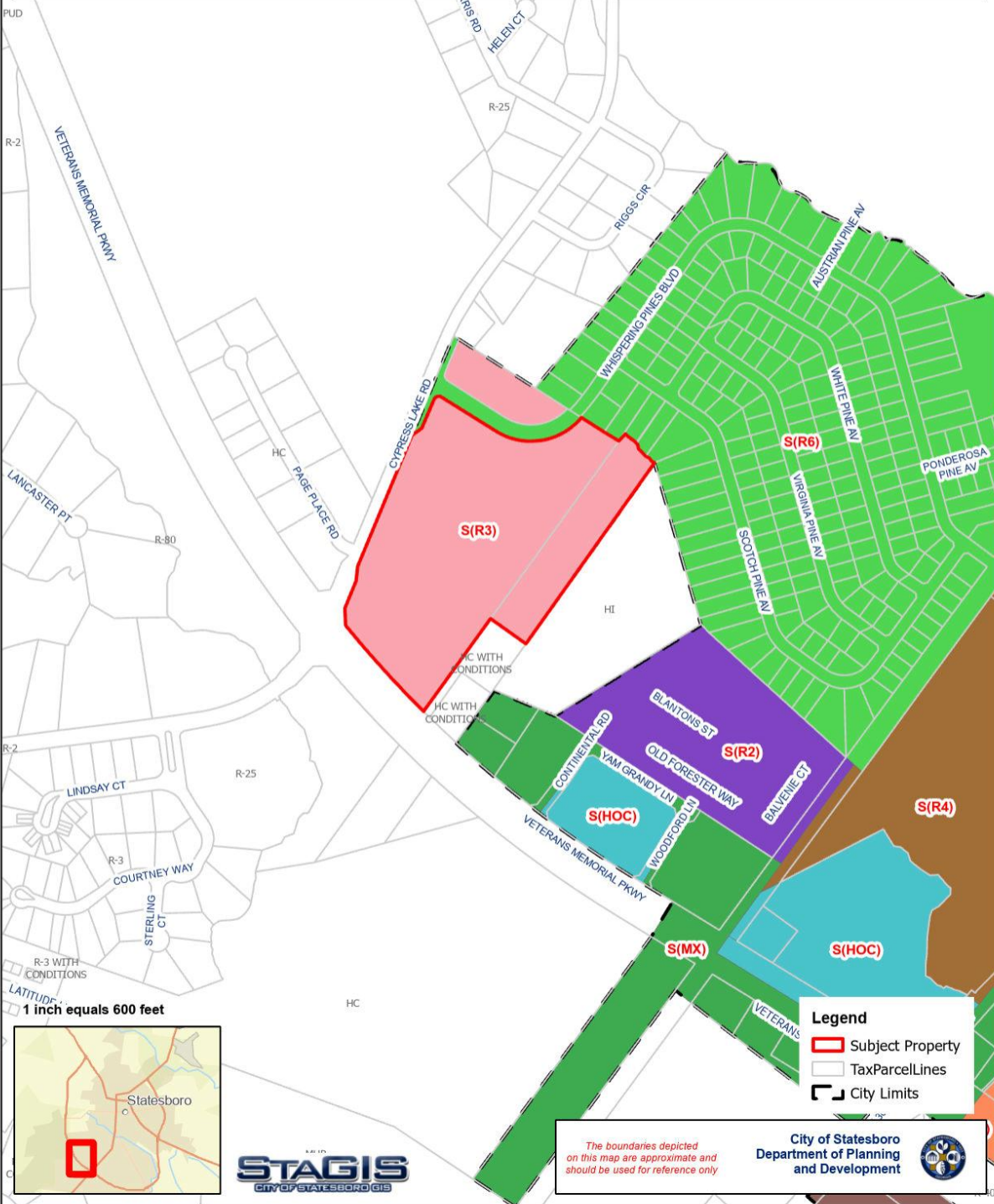
The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning and Development

Case # V-26-04-01, V-26-04-02

Zoning Map

Cypress Lake Rd & Veterans Mem Prkwy
Parcel: MS33000023 002, MS4200004A000



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

City of Statesboro
Department of Planning and Development



SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-6 (One-Household Residential) and Bulloch County R-25 (Single-Family Residential)	Single-family houses and vacant
Northeast	R-6 (One-Household Residential)	Single-family houses
East	Bulloch County R-25 (Single-Family Residential and HI (Heavy Industrial)	Vacant
Northwest	Bulloch County R-25 (Single-Family Residential)	Vacant
Southeast	Bulloch County R-25 (Single-Family Residential)	Single-family residence
South	Bulloch County R-25 (Single-Family Residential)	Vacant
Southwest	Bulloch County R-80 (Single-Family Residential)	Single-family residence
West	Bulloch County-HC (Highway Commercial)	Commercial

SITE CHARACTERISTICS	
Overlay/District	None.
Acreage	5.22-acres (Parcel A) and 23.15-acres (Parcel B). Total 28.37-acres.
Lot	Parcel A - 211.7 x 1,073 mostly cleared and industrial use. Parcel B - 560.6 x 1624 mostly wooded and a single-family house.
Flooding	No flooding on the parcels.
Wetlands	There are significant wetlands on both parcels. A wetland delineation has been completed.
Easements	None.

CONCEPT PLAN

File: 26-04-01_02_03_04_05_06_07_08_09_10_11_12_13_14_15_16_17_18_19_20_21_22_23_24_25_26_27_28_29_30_31_32_33_34_35_36_37_38_39_40_41_42_43_44_45_46_47_48_49_50_51_52_53_54_55_56_57_58_59_60_61_62_63_64_65_66_67_68_69_70_71_72_73_74_75_76_77_78_79_80_81_82_83_84_85_86_87_88_89_90_91_92_93_94_95_96_97_98_99_100_101_102_103_104_105_106_107_108_109_110_111_112_113_114_115_116_117_118_119_120_121_122_123_124_125_126_127_128_129_130_131_132_133_134_135_136_137_138_139_140_141_142_143_144_145_146_147_148_149_150_151_152_153_154_155_156_157_158_159_160_161_162_163_164_165_166_167_168_169_170_171_172_173_174_175_176_177_178_179_180_181_182_183_184_185_186_187_188_189_190_191_192_193_194_195_196_197_198_199_200_201_202_203_204_205_206_207_208_209_210_211_212_213_214_215_216_217_218_219_220_221_222_223_224_225_226_227_228_229_230_231_232_233_234_235_236_237_238_239_240_241_242_243_244_245_246_247_248_249_250_251_252_253_254_255_256_257_258_259_260_261_262_263_264_265_266_267_268_269_270_271_272_273_274_275_276_277_278_279_280_281_282_283_284_285_286_287_288_289_290_291_292_293_294_295_296_297_298_299_300_301_302_303_304_305_306_307_308_309_310_311_312_313_314_315_316_317_318_319_320_321_322_323_324_325_326_327_328_329_330_331_332_333_334_335_336_337_338_339_340_341_342_343_344_345_346_347_348_349_350_351_352_353_354_355_356_357_358_359_360_361_362_363_364_365_366_367_368_369_370_371_372_373_374_375_376_377_378_379_380_381_382_383_384_385_386_387_388_389_390_391_392_393_394_395_396_397_398_399_400_401_402_403_404_405_406_407_408_409_410_411_412_413_414_415_416_417_418_419_420_421_422_423_424_425_426_427_428_429_430_431_432_433_434_435_436_437_438_439_440_441_442_443_444_445_446_447_448_449_450_451_452_453_454_455_456_457_458_459_460_461_462_463_464_465_466_467_468_469_470_471_472_473_474_475_476_477_478_479_480_481_482_483_484_485_486_487_488_489_490_491_492_493_494_495_496_497_498_499_500_501_502_503_504_505_506_507_508_509_510_511_512_513_514_515_516_517_518_519_520_521_522_523_524_525_526_527_528_529_530_531_532_533_534_535_536_537_538_539_540_541_542_543_544_545_546_547_548_549_550_551_552_553_554_555_556_557_558_559_560_561_562_563_564_565_566_567_568_569_570_571_572_573_574_575_576_577_578_579_580_581_582_583_584_585_586_587_588_589_590_591_592_593_594_595_596_597_598_599_600_601_602_603_604_605_606_607_608_609_610_611_612_613_614_615_616_617_618_619_620_621_622_623_624_625_626_627_628_629_630_631_632_633_634_635_636_637_638_639_640_641_642_643_644_645_646_647_648_649_650_651_652_653_654_655_656_657_658_659_660_661_662_663_664_665_666_667_668_669_670_671_672_673_674_675_676_677_678_679_680_681_682_683_684_685_686_687_688_689_690_691_692_693_694_695_696_697_698_699_700_701_702_703_704_705_706_707_708_709_710_711_712_713_714_715_716_717_718_719_720_721_722_723_724_725_726_727_728_729_730_731_732_733_734_735_736_737_738_739_740_741_742_743_744_745_746_747_748_749_750_751_752_753_754_755_756_757_758_759_760_761_762_763_764_765_766_767_768_769_770_771_772_773_774_775_776_777_778_779_780_781_782_783_784_785_786_787_788_789_790_791_792_793_794_795_796_797_798_799_800_801_802_803_804_805_806_807_808_809_810_811_812_813_814_815_816_817_818_819_820_821_822_823_824_825_826_827_828_829_830_831_832_833_834_835_836_837_838_839_840_841_842_843_844_845_846_847_848_849_850_851_852_853_854_855_856_857_858_859_860_861_862_863_864_865_866_867_868_869_870_871_872_873_874_875_876_877_878_879_880_881_882_883_884_885_886_887_888_889_890_891_892_893_894_895_896_897_898_899_900_901_902_903_904_905_906_907_908_909_910_911_912_913_914_915_916_917_918_919_920_921_922_923_924_925_926_927_928_929_930_931_932_933_934_935_936_937_938_939_940_941_942_943_944_945_946_947_948_949_950_951_952_953_954_955_956_957_958_959_960_961_962_963_964_965_966_967_968_969_970_971_972_973_974_975_976_977_978_979_980_981_982_983_984_985_986_987_988_989_990_991_992_993_994_995_996_997_998_999_1000



SITE DESIGN DETAILS		
UDC Section 2.2.9-MX (Mixed Use District) Table B-Dimensional Standards		
<u>Required</u>		<u>Proposed</u>
Maximum Front Yard Setback:	25 feet	675 feet setback, 215 feet setback for the smaller shops, and 75 feet for the fuel canopy
UDC Section 2.2.9-MX (Mixed Use District) (H)(4)		
Parking lot in the front yard:	Not allowed	Requesting to be allowed

STAFF SUMMARY AND ANALYSIS
<p>The petitioner is requesting a variance from UDC Section 2.2.9 – Table 2.2.9-B Dimensional Standards of the max building setback of twenty-five (25) feet to a 75-foot building setback, to allow a parking lot to be accommodated in the front of store and shops.</p> <p>The City of Statesboro 2024 Comprehensive Master Plan shows this area as a part of the “Developing Neighborhood,” which is characterized by a mix of single-family homes, townhomes, or other low to medium density residential developments. Neighborhood-serving commercial development may also be located within this area. These areas may be currently undeveloped or in the process of developing. Some of these possible new neighborhoods may develop in a more urban manner, with small-lot housing likely with clustered densities, green space, and a higher level of resident amenities. New development should strive to increase connectivity and walkability within developments to existing streets, and to adjacent undeveloped properties. Large new developments should be planned to include mixed uses. These developments should blend residential uses with retail businesses, and services linked together in a compact pattern that encourages walking and minimizes the need for auto trips.</p> <p>The request is consistent with the development patterns of the southwest area of the City as there are already multiple commercial developments of various densities on the bypass. The proposed project site offers commercial, retail and future residential development units that help establish trending patterns of growth in the area. In review of the proposed development, its Staff’s opinion the proposed project aligns with Comprehensive Plan.</p>

ENVIRONMENTAL SITE ANALYSIS

The subject property does have wetlands, and the proposed project could have significant impacts on existing wetlands. The project site does propose a detention pond on the southwest corner of the parcel. Additionally, there are two (2) more detention ponds proposed for the multi-family residential development straddling Whispering Pines Blvd. All wetland disturbances would require Army Corp of Engineers approvals and must retain the 35% tree canopy as outlined in the UDC.

COMMUNITY FACILITIES AND TRANSPORTATION

There is 8" water main and sewer manhole at the start of Whispering Pines Subdivision. There is a 12" water main and sewer manhole on Cypress Lake Road that would be looped into Whispering Pines Subdivision. Moreover, any existing manhole should be extended for gravity before tying into any new force main. A lift station is required per City standards. In addition, Natural Gas is available for this development.

Veterans Memorial Parkway is considered a Principal Urban Arterial and Cypress Lake Road is considered an Urban Collector Road. The proposed access point from Veterans Memorial Parkway would require GDOT approval. Inter-parcel vehicular access will be reviewed at future residential development phases.

Cypress Lake Road currently has a 60' ROW, however an Urban Collector Road is required 70' ROW. However, Cypress Lake Road is a county road and will not be maintained by the City of Statesboro. Moreover, it will require county permitting for access. Sidewalks are required on all Principal Urban Arterial and Urban Collector Road.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Unified Development Code* provides for the award of variances by the City Council from the zoning regulations. Section 2.7.4 of the *Unified Development Code Ordinance* states that the Mayor and Council shall consider the following criteria:

1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;

Analysis: No, there are no special conditions pertaining to the land.

2. The special conditions and circumstances do not result from the actions of the applicant;

Analysis: There are no special conditions or circumstances that resulted from the actions of the applicant.

3. The application of the ordinance to this particular piece of property would create an unnecessary hardship;

Analysis: No, petitioner may use the property with allowed permitted uses according to the UDC. However, the redesign of the parking lot could be considered.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

Analysis: No, there would be no substantial detriment to the public good and it would not impair the purposes and intent of the zoning regulations

5. In analyzing all requests, care should be taken to ensure that development remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

Analysis The proposed variance of allowing the increase in the max setback allowed by the UDC, would allow the proposed project and site to remain consistent with Comprehensive Plan and City's Zoning Ordinance. There are other commercial and retail businesses in the immediate surrounding area that has an increased setback.

Based upon the review of the current conditions of the parcel, including existing restrictions, it is the opinion of Staff that the provided analysis demonstrates the request does meet the review criteria of the Standards of Review. In addition, the variance request is consistent with UDC and the Comprehensive Plan. It would allow the property owner to use the property to its fullest potential.



Subject property: view from the ROW on Cypress Lake Road, facing southwest.



Subject property: view from the ROW on Cypress Lake Road, facing east.



Subject property: view from the ROW on Veterans Memorial Parkway, facing northwest.



Subject property: view from the corner of Cypress Lake Rd and Veterans Memorial Parkway, facing east.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **APPROVAL for V 26 04-01 and V 26-04-02**. If this petition is approved, it should be subject to the applicant's agreement to following enumerated condition(s) shall apply:

1. Approval of the variance does not grant the right to build without appropriate permitting.
2. All conditions outlined in the Zoning Map Amendment RZ 25-10-07 and RZ 25-10-08 shall apply.

At the regularly scheduled meeting of the Planning Commission on May 5, 2026, the Commission recommended approval of the requests and staff conditions with a 5-0 vote.

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
Cain Smith, City Attorney

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

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

From: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Zoning Map Amendment Request*

Recommendation: Planning Commission Recommends Approval of RZ 26-04-03.

Background: Belair Estates Inc. requests a Zoning Map Amendment on the corner of Veterans Memorial Parkway and Highway 80 from R-15 (One-Household Residential) to MX (Mixed Use District). The Zoning Map Amendment requests is for two parcels and a total of 6.17-acres and is proposed for multi-use commercial development (Tax Parcels# MS84000004 002 and MS84000004 000).

Budget Impact: None

Council Person and District: District 5 (Barr)

Attachments: Development Services Report – RZ 26-04-03



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 26-04-03 ZONING MAP AMENDMENT REQUEST	
LOCATION:	Highway 80 and Veterans Memorial Parkway
PETITIONER/REPRESENTATIVE	Belair Estates/ Hussey Gay Bell (Nathan Brown)
EXISTING ZONING:	R-15 (One-Household District)
PROPOSED ZONING:	MX (Mixed Use)
OVERLAYS/DISTRICTS:	None
FUTURE LAND USE CLASSIFICATION	Parks/Conservation
TOTAL ACRES:	6.17-acres (268,765.2 sq ft)
PARCEL TAX MAP #:	MS84000004 002 MS84000004 000
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Vacant
PROPOSED USE:	Restaurant

Planning Commission: May 5, 2026

City Council: May 19, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 26 04-03 CONDITIONAL APPROVAL

DETAILED DISCUSSION

HISTORY

Based on historic aerial maps, this area was farmland until about late 1980s, early 1990s. Veterans Memorial Parkway was constructed about the same time. The entrance to Belair Drive subdivision was constructed circa 1959. In addition, historic aerials show Northside Drive was a two-lane highway. What we see today occurred with the construction of Veterans Memorial Parkway.

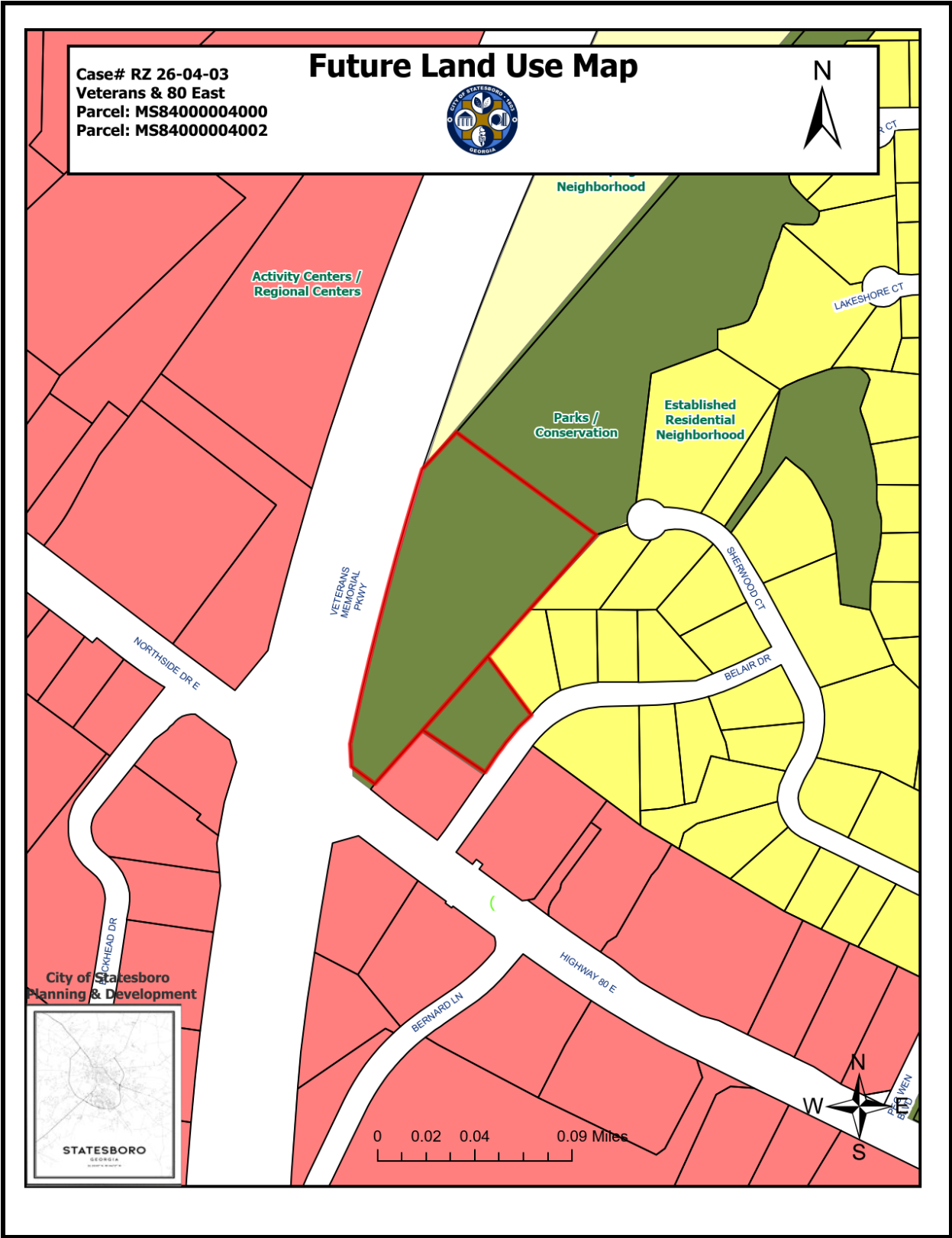
REQUEST

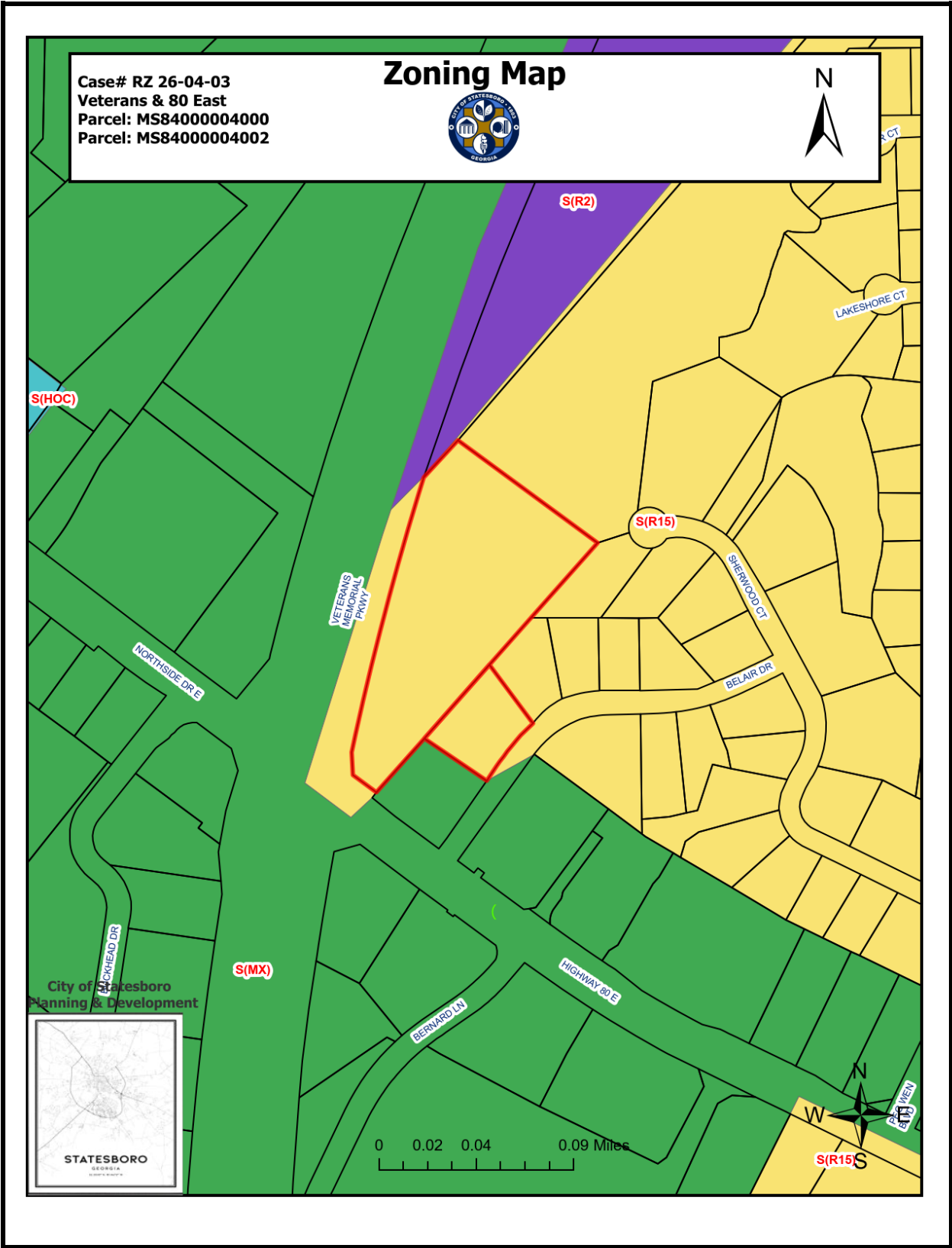
The petitioner requests a Zoning Map Amendment on the corner of Veterans Memorial Parkway and Highway 80 from R-15 (One-Household Residential) to MX (Mixed Use District). The Zoning Map Amendment requests is for two parcels for a total of 6.17-acres and is proposed for a sit down restaurant with accompanying parking lot.

Case# RZ 26-04-03
Veterans & 80 East
Parcel: MS84000004000
Parcel: MS84000004002

Location Map

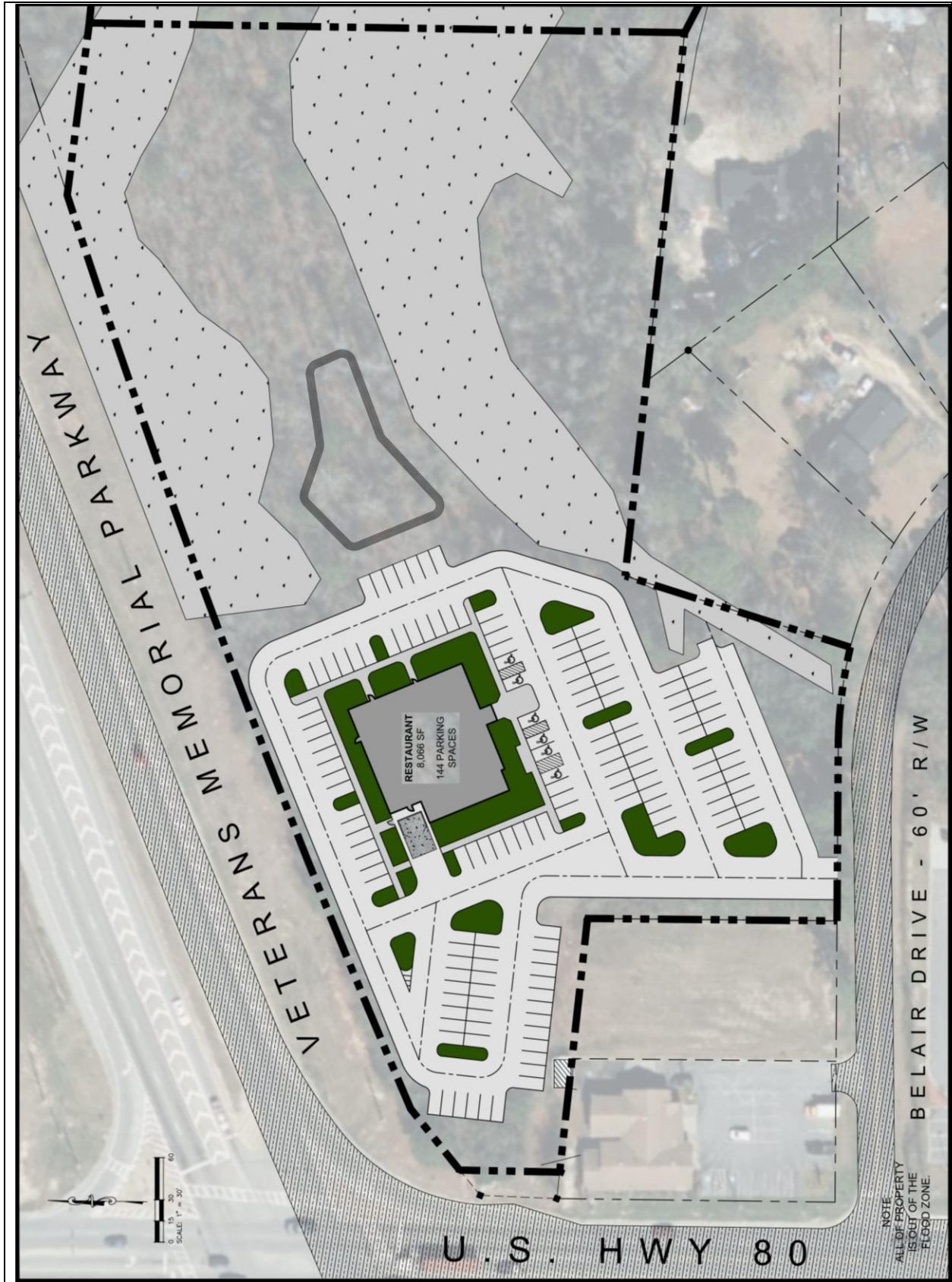






SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-15 (One-Household)	Residences
Northeast	R-15 (One-Household)	Residences
East	R-15 (One-Household) and MX (Mixed Use District)	Residences/commercial
Northwest	MX (Mixed Use) and R-2 (Townhouse Residential District)	Commercial
Southeast	MX (Mixed Use District)	Commercial
South	MX (Mixed Use District)	Commercial
Southwest	MX (Mixed Use District)	Commercial
West	MX (Mixed Use District)	Commercial

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	6.17-acres
Lot	Parcel one along the northside of Belair Drive and Parcel two along Veterans Memorial Parkway.
Flooding	The parcels are not in a flood zone.
Wetlands	There are wetlands on the north end of parcel two.



SITE DETAILS

Site Design and Layout

The proposed project site sits at the corner of Veterans Memorial Parkway and Highway 80 with a north/south orientation. Currently it is proposed to have one entrance along Belair Drive. The proposed detention pond would be just south of the wetlands area. The project is proposed to have little or no impact to the area’s wetlands.

SITE DESIGN DETAILS

UDC Section 2.2.9 Mixed Use District

	<u>Required</u>	<u>Proposed</u>
Minimum Lot Area:	N/A	N/A
Maximum Building Height:	65 feet (1)	65 feet
Maximum Building Coverage:	N/A	N/A
Setbacks:		
front yard:	Maximum 25 feet	Maximum 25 feet
side yard:	Minimum 5 feet	Minimum 5 feet
rear yard:	Minimum 5 feet	Minimum 5 feet
Buffer:	Whenever any nonresidential use abuts a residential zoned area, a buffer must be installed	Using the wetland area as a buffer.
Parking: Eating Establishments:	With seating: 1 per 1000 square feet of customer service area.	144 parking spaces

Table Notes:

- (1) Buildings where the entire ground story is occupied by commercial and office uses may have an increased height of 75 feet.
- (2) To encourage outdoor dining, it may be counted towards amenity space requirements.

STAFF SUMMARY AND ANALYSIS

The subject site is a vacant lot that the petitioner is requesting to rezone from R-15 (One-Household) to MX (Mixed Used District).

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Parks/Conservation,” and are areas that include natural lands and environmentally sensitive areas. However, the said parcel is along Veterans Memorial Parkway, which is in a high traffic and visible area and abuts directly with the *Developing Neighborhood and Activity Centers/Regional Centers* areas. This would allow continuity in the vicinity.

The request would allow ensures direct contiguity with the existing commercial area. Despite the inconsistency with the character of the area, it does remain consistent with surrounding growth patterns at the highway intersection.

ENVIRONMENTAL SITE ANALYSIS

The subject property does have wetlands. However, the wetlands are not to be affected by the proposed project.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently not serviced by City Water. However, there are water and sewage lines available nearby. There is currently a sewer easement in the middle of this property, no permanent structures are allowed over this sewer main. Any existing manhole tops where elevation changes are made, the manholes must be adjusted properly to new grade.

Natural gas would be available from Belair Drive. We would require an easement for the natural gas to be installed from Belair Drive to the parcels in this project.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The Unified Development Code permits a zoning amendment subject to conditions if “approved by the mayor and city council based upon findings that the use is consistent with adopted plans for the area and that the location, construction, and operation of the proposed use will not significantly impact upon surrounding development or the community in general.”

The Zoning Procedures Law, specifically the “Steinberg Criteria” provides minimum standards for local governments to consider in the rezoning of properties. Those standards are as follows:

1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?

Analysis: Yes, the proposed project site abuts directly with a MX (Mixed Used) parcel. In addition, it would align with the existing Mixed-Use District.

2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

Analysis: No, the zoning would be continuous. Additionally, study would be required to safeguard traffic service does not degrade.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

Analysis: Yes, however the proposed project is better aligned with current growth patterns for this area.

4. The relative gain to the public, as compared to the hardship imposed upon the property owner.

Analysis: The site is within the Parks/Conservation as categorized in the Comprehensive Plan. Rezoning the parcel would allow the property owner to develop the parcel in accordance with the Unified Development Code and better continuity with the abutting Activity Center/ Regionals Centers nodes of the Comprehensive Plan.

5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

Analysis: No, it's the opinion of the Staff that the proposed rezone would be beneficial to the city.

6. Does the zoning proposal conform to the Long-Range Land Use Plan of the Municipality?

Analysis: It is Staff's opinion that the project conforms to the Comprehensive Plan in order to meet the existing development patterns and allow re-alignment of the area with current Activity Centers/Regionals Centers of the Comprehensive Plan.



Subject property: view of the property from the ROW on Veteran Memorial Parkway, facing north.



Subject property: view of the property from ROW on Highway 80, facing west.



View of the property west of the subject property, facing south



View of the property east of the subject property, facing east.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of RZ 26-04-03**. If this petition is approved the following enumerated condition(s) shall apply:

1. The applicant may not receive a land disturbance permit prior to the submission of a traffic study.
2. The applicant must provide a wetland protection plan outlining traffic calming measures and any potential wetland disturbances.

At the regularly scheduled meeting of the Planning Commission on May 5, 2026, the Commission recommended approval of the requests and staff conditions with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
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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: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Variance Request*

Recommendation: Planning Commission Recommends Approval of V 26-04-05.

Background: Macon Signs requests a Variance to Section 2.5.3(H)(1) to allow an increase in the height of the flagpole from the allowable forty (40) feet to fifty (50) feet at 581 Northside Drive East (University Commons) for Academy Sport & Outdoors (Tax Parcel# MS72000001 000).

Budget Impact: None

Council Person and District: District 5 (Barr)

Attachments: Development Services Report – V 26-04-05 & V 26-04-06

CITY OF STATESBORO

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

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

From: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Variance Request*

Recommendation: Planning Commission Recommends Approval of V 26-04-06.

Background: Macon Signs requests a Variance to UDC Section, Sign 2 District-Dimensional Standards, Table 2.5.3-C, to allow an increase of the building square footage from 222.6 sq feet to 537.70 square feet at 581 Northside Drive East (University Commons) for Academy Sport & Outdoors (Tax Parcel# MS72000001 000).

Budget Impact: None

Council Person and District: District 5 (Barr)

Attachments: Development Services Report – V 26-04-05 & V 26-04-06



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

V 26-04-05 and V 26-04-06 ZONING VARIANCE REQUEST	
LOCATION:	581 Northside Drive East
PETITIONER/REPRESENTATIVE	Macon Signs Inc/Scott Tisdale
EXISTING ZONING:	MX (Mixed Use District)
PROPOSED ZONING:	N/A
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Activity Centers/Regional Centers
TOTAL ACRES:	5.86-acres (255,261.6 sq ft)
PARCEL TAX MAP #:	MS72000001 000
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Retail
VARIANCE REQUEST(S):	Variances to the height of the flagpole UDC Section 2.5.3 (H)(1) and increase square footage of building sign. Sign 2 District Dimensional Standards Table 2.5.3-C

Planning Commission: May 5, 2026

City Council: May 19, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION

V 26-04-05 and V 26-04-06 APPROVAL

DETAILED DISCUSSION

HISTORY

According to historic aerials and topographic maps, the area was once farmland circa 1920. By 1958, the property had transitioned into a commercial space. In 1992, the property was once again transformed and the University Commons shopping plaza was constructed, and a Publix was located here from 1994-1999.

REQUEST

The petitioner is requesting two (2) variance requests. First, is to allow an increase of ten (10) feet of the height of the flagpole from forty (40) to fifty (50) feet, as per UDC Section 2.5.3 (H)(1). Second, is to allow the increase of the square footage of the building sign -as per Sign 2 District Dimensional Standards Table 2.5.3-C, from 222.6 sq feet to 537.70 square feet.

Case # V26-04-05, V26-04-06RZ-25-03-01

Location Map

581 Northside Dr East
Parcel: MS72000001 000



1 inch equals 300 feet
Aerial: 2023 Eagleview



Legend

- Subject Project
- Tax Parcel Lines
- City Limits

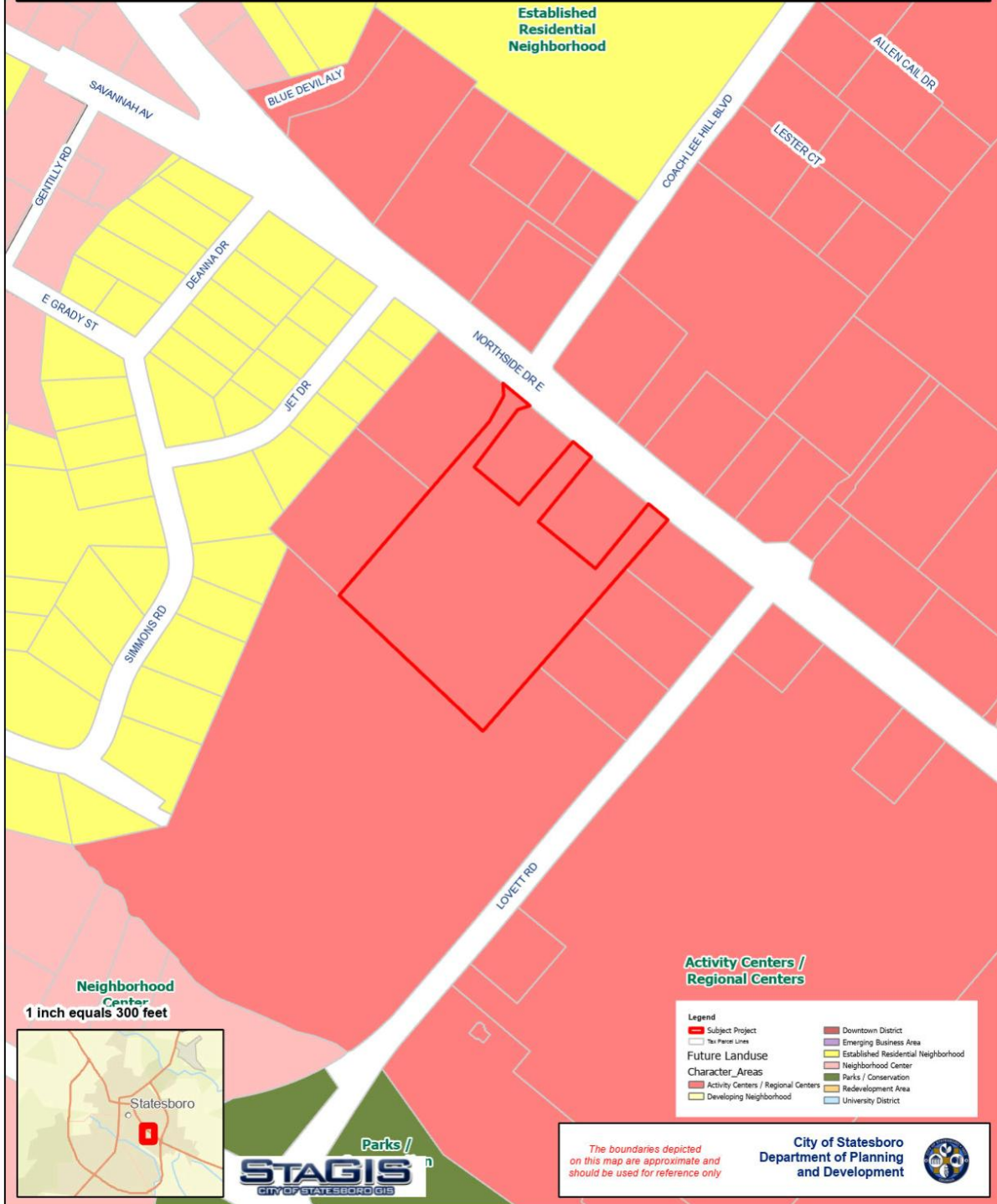
The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning and Development

Case # V26-04-05, V26-04-06

581 Northside Dr East
Parcel: MS7200001 000

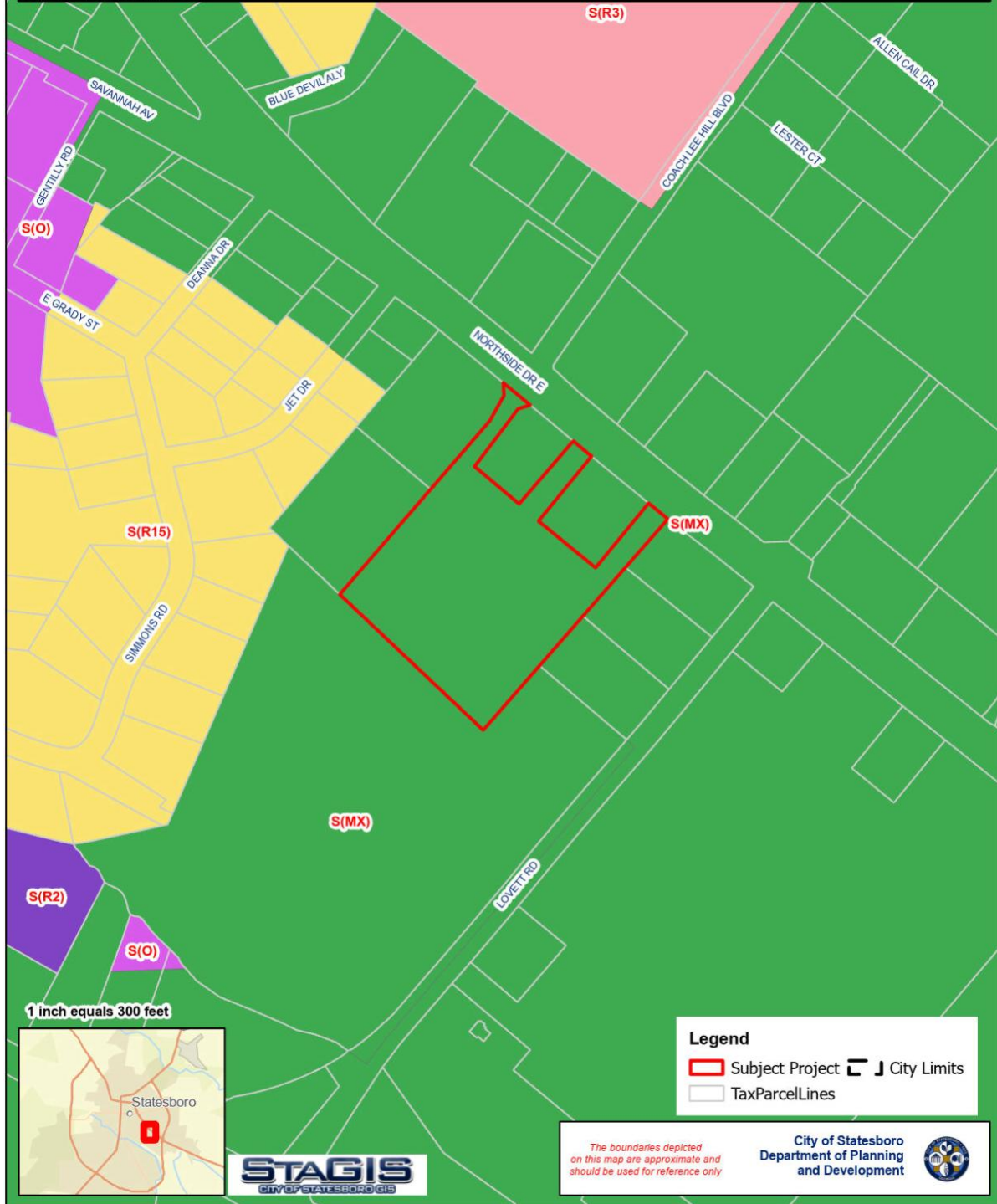
Future Land Use Map



Case # V26-04-05, V26-04-06

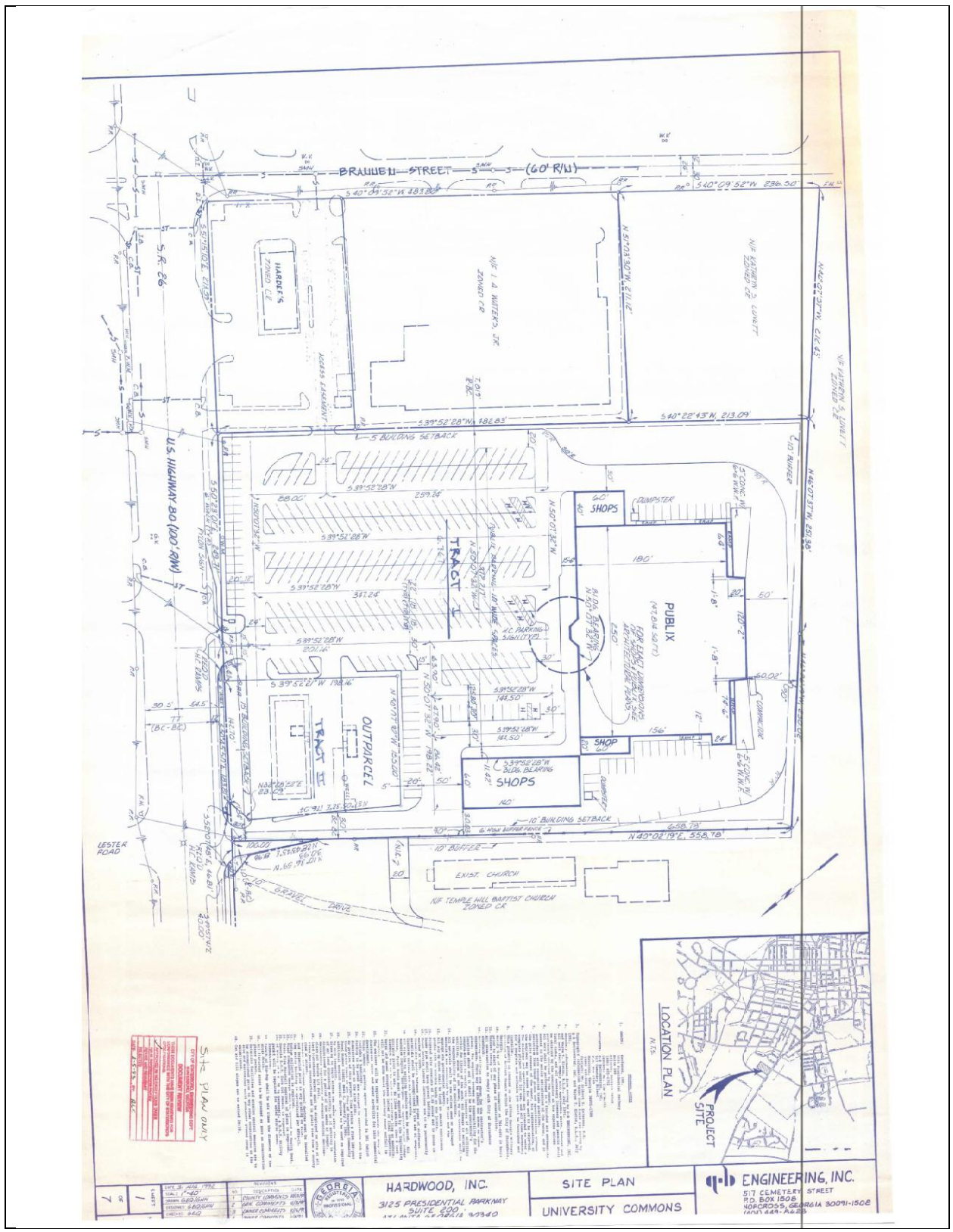
Zoning Map

581 Northside Dr East
Parcel: MS72000001 000



SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	MX (Mixed Use District)	Commercial/Retail
Northeast	MX (Mixed Use District)	Commercial/Retail
East	MX (Mixed Use District)	Commercial/Retail
Northwest	MX (Mixed Use District)	Commercial/Retail
Southeast	MX (Mixed Use District)	Commercial/Retail
South	MX (Mixed Use District)	Commercial/Retail
Southwest	MX (Mixed Use District)	Commercial/Retail
West	MX (Mixed Use District)	Commercial/Retail

SITE CHARACTERISTICS	
Overlay/District	N/A
Acreage	5.86-acres
Lot	249.71 X 658.78 feet. Building sits back 382.96 feet from the street.
Flooding	None
Wetlands	None
Easements	None



SITE PLAN ONLY

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DATE: 04/11/2006	SCALE: 1"=40'
DRAWN: [Name]	CHECKED: [Name]
DESIGNED: [Name]	APPROVED: [Name]
PROJECT: 04-02	

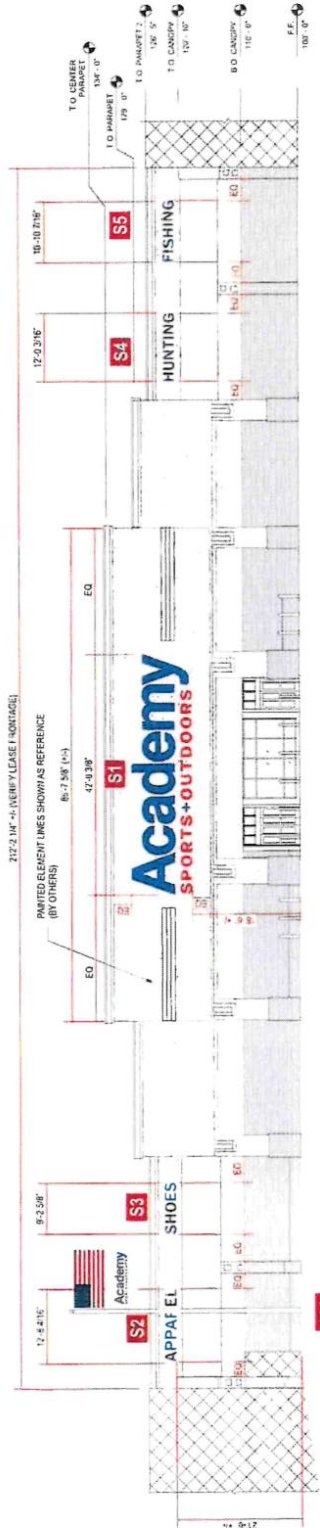


HARDWOOD, INC.
 3125 PRESIDENTIAL PARKWAY
 SUITE 200
 ATLANTA, GA 30340

SITE PLAN
UNIVERSITY COMMONS

ENGINEERING, INC.
 517 CEMETERY STREET
 P.O. BOX 1506
 NORCROSS, GEORGIA 30091-1506
 (770) 448-4625

ELEVATIONS - SIGN LOCATIONS | INSTALL DIMENSIONS



F1
NORTHEAST ELEVATION | STOREFRONT ENTRANCE... FOR REFERENCE ONLY
SCALE: 1/16" = 1'-0"

A200 **S2** A200-24
DEPARTMENT SIGN
FLUSH MOUNT
CHANNEL LETTERS

12'-8 7/16"
APPAREL
25.4 SF

A201 **S4** A201-24
DEPARTMENT SIGN
FLUSH MOUNT
CHANNEL LETTERS

9'-2 3/8"
SHOES
18.4 SF

A100 **S1** A100-90
DEPARTMENT SIGN
FLUSH MOUNT
CHANNEL LETTERS

42'-9 3/4"
Academy
SPORTS + OUTDOORS
442.20 SF

A204 **S5** A204-24
DEPARTMENT SIGN
FLUSH MOUNT
CHANNEL LETTERS

12'-0 3/16"
HUNTING
24 SF

A205 **S7** A205-24
DEPARTMENT SIGN
FLUSH MOUNT
CHANNEL LETTERS

10'-10 7/16"
FISHING
22.7 SF



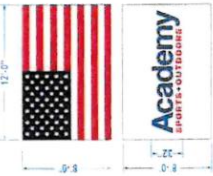
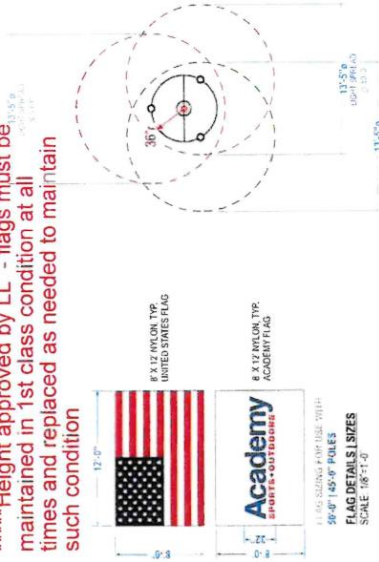
JONES SIGN
1000 N. W. 10th St., Suite 100
Fort Lauderdale, FL 33304
Phone: (954) 344-1111
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SHEET NUMBER
SS-04

F1 FLAGPOLE FP103 - DOUBLE FLAG | USA & ACADEMY LOGO FLAG (QTY 1)

****Height approved by LL - flags must be maintained in 1st class condition at all times and replaced as needed to maintain such condition



USA FLAG - 12'-0"
 8' X 12' NYLON TYP.
 UNITED STATES FLAG

8' X 12' NYLON TYP.
 ACADEMY FLAG

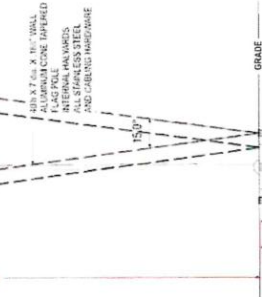
13'-5 7/8" POLE HEIGHT ABOVE GRADE
 12'-0" FLAG HEIGHT
 36" DIA. TOP SECTION

24" MINIMUM CLEARANCE BETWEEN FLAGS

FLAG DETAIL SIZES
 SCALE: 1/8" = 1'-0"

V1	USA FLAG
V2	ACADEMY FLAG

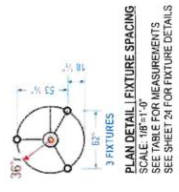
COLOR TO MATCH HORIZONTAL FLAG



SP FLAGPOLE ELEVATION 13 FIXTURE
 SCALE: 1/8" = 1'-0"

JONES SIGN
 12115 E. Highway 103, Suite 100
 San Jose, CA 95138
 (408) 253-1234
 www.jones-sign.com

Project: 103-100-001
 Date: 08/15/2018
 Drawn: J. Smith
 Checked: M. Jones



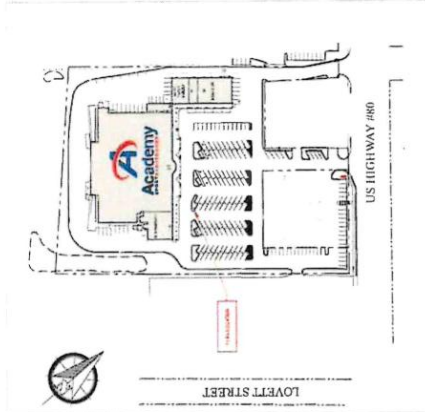
PLAN DETAIL 13 FIXTURE SPACING
 SEE TABLE FOR MEASUREMENTS
 SEE SHEET 24 FOR FIXTURE DETAILS

LIGHTING DETAILS

FIXTURE PLACEMENT	36"
FLAGPOLE HEIGHT	59'-0" (60')
POLE TO FIXTURE	30'-7"

FOUNDATION DETAILS

FLAGPOLE HEIGHT ABOVE GRADE	POLE OVERALL	POLE D.D.	SLEEVE DIA.	SLEEVE LENGTH	FOUNDATION BASE	FOUNDATION GRADE	SLEEVE TO GRADE	FOUNDATION BASE FLANGE
59'-0" (60')	55'-0"	8"	12"	60"	42"	48"	16' 11 1/8"	F



SHEET NUMBER
SS-013

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SITE DESIGN DETAILS	
UDC Section 2.5.3 (H)(1)-Flagpole	
<u>Required</u>	<u>Proposed</u>
Flags in Sign District 2 shall not exceed 60 square feet in size nor be flown on poles higher than 40 feet.	50 feet in height

SITE DESIGN DETAILS	
Sign 2 District Dimensional Standards Table 2.5.3-C	
<u>Required</u>	<u>Proposed</u>
Aggregate Sign Area; Total Sign Area:	300 square feet if total floor area of development is 50,000 square feet or less
Building Signs: Sign Area: Sign Height (max):	90 Square feet Building Elevation Height
	537.70 sq ft

STAFF SUMMARY AND ANALYSIS

The petitioner is requesting a variance to the height of the flagpole) and increase the square footage of the building sign.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “*Activity Centers/ regional Centers,*” is dominated by auto oriented design and large surface parking lots.

The requests for the variances align with Comprehensive Plan for the area. The location of the building on the parcel creates a difficult sight line for the flagpole and building sign to be seen from East Northside drive.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

Property is connected to city utilities.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Unified Development Code* provides for the award of variances by the City Council from the zoning regulations. Section 2.7.4 of the *Unified Development Code Ordinance* states that the Mayor and Council shall consider the following criteria:

1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;

Analysis: Yes, size of the lot is large and the existing building sits far back off the North side Drive, which makes it difficult to be seen from the street by onlookers.

2. The special conditions and circumstances do not result from the actions of the applicant;

Analysis: No, the conditions of the property including the location of the building are not the result of the applicant.

3. The application of the ordinance to this particular piece of property would create an unnecessary hardship;

Analysis: No, petitioner may use the property with allowed permitted uses according to the UDC. However, the visibility of the store is limited from the street.

4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

Analysis: No, there would be no substantial detriment to the public good and it would not impair the purposes and intent of the zoning regulations. However, the business occupant might be affected by a lack visibility.

5. In analyzing all requests, care should be taken to ensure that development remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

Analysis: The proposed variances of the height the flagpole and square footage of the building sign are in align with Comprehensive Plan and development trends of the area.

Based upon review of the variance requests and the distance of the existing building from the street, it's the opinion of Staff that the provided analysis demonstrates the proposed height of the flagpole and building sign square footage are in aligned with the UDC and the City's Comprehensive Plan. Therefore, the proposed variances do meet the review criteria on the Standards of Review.



Subject Property: view of the property from the parking lot along the ROW on East Northside Drive, facing west.



View of the distance from the parking lot looking on to the ROW on East Northside Drive.



Subject property: view of the building and take note of significant size of the building.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **APPROVAL for V 26-04-05 and V 26-04-06**. If this petition is approved, it should be subject to the applicant's agreement to following enumerated condition(s) shall apply:

1. Approval of the variance does not grant the right to install signage without appropriate permitting.

At the regularly scheduled meeting of the Planning Commission on May 5, 2026, the Commission recommended approval of the requests and staff conditions with a 5-0 vote.

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
Cain Smith, City Attorney

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

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

From: Justin Williams, Director of Planning & Development

Date: May 12, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: *Ordinance Amendment - Section 2.4.14: An Ordinance amending the Unified Development Code to create zoning classifications and requirements for the development of Technological Facilities & Data Centers.*

Recommendation: Planning Commission Recommends Approval of Section 2.4.14.

Background: Under the guidance of City Council, staff conducted site visits, referenced existing model and active ordinances, received outside consultation with TSW who drafted the municipal Unified Development Code, and prepared an additional section of the UDC in order to regulate data centers & technological facilities. The First Reading has been provided with a unanimous recommendation for approval by the Planning Commission.

Budget Impact: None

Council Person and District: All

Attachments: UDC Amendment: Section 2.4.14

ORDINANCE: 2026-01:**Section 2.4.14 - Technological Facilities and Data Centers**

A. Purposes. The purpose of the UDC, from which this Section is derived, is to establish a comprehensive regulatory framework for the siting, development, and operation of **Data Centers**. Recognizing that Data Centers are a unique land use characterized by high utility demands, continuous operational cycles, and specific architectural requirements, these regulations are intended to ensure the following:

1. Infrastructure Stewardship: Ensure that the extraordinary electrical and water demands of Data Centers do not compromise the reliability, capacity, or cost-stability of municipal and regional utility systems for existing residents and businesses.

2. Impact Mitigation: Protect the quality of life in surrounding neighborhoods by establishing rigorous standards for noise attenuation, particularly regarding the 24-hour operation of mechanical cooling systems and emergency backup generators.

3. Aesthetic and Character Integration: Prevent the proliferation of "windowless boxes" by requiring high-quality architectural design, screening of mechanical equipment, and landscaping that ensures compatibility with Statesboro's community character.

4. Resource Conservation: Encourage the use of sustainable development practices, including closed-loop cooling systems, waste-heat recapture, and on-site renewable energy integration to minimize the environmental footprint of large-scale digital infrastructure.

5. Fiscal and Economic Balance: Align the high-value private investment of Data Centers with the City's long-term economic goals, ensuring that such developments provide a net positive fiscal impact while minimizing the demand for traditional municipal services such as schools and daily traffic capacity.

B. Definitions. As used in this Section, the following terms have the meaning indicated:

1. Data Center Campus: A principal use facility primarily dedicated to housing electronic data processing equipment, such as computers, servers, network components, and related infrastructure, and requiring significant mechanical equipment for cooling, ventilation, and emergency power supply. Excludes facilities where data processing is merely an accessory use to the primary

function (e.g., a bank's internal server room), and facilities where the primary use is cryptocurrency mining.

- **Edge Facility**: A facility generally located close to the end user to reduce latency, that houses significant equipment, but shall not exceed 50 acres of property for the campus. These may vary in size, and may be developed in existing structures. If a building is considered for adaptive reuse, the lot size, setbacks and buffering requirements may be waived if within adherence to all sound and water requirements.
- **Hyperscale Facility**: A facility providing extreme scalability capabilities that is engineered for large-scale workloads with an optimized network infrastructure. Generally consisting of campuses greater than 50 acres and building structures over 10,000 square feet, but no greater than 500,000 square feet.

2. Sensitive Receptor: Any existing building or use on an adjacent or nearby property, including but not limited to residential dwellings, schools, hospitals, public parks, and places of worship.

3. Server Room: one or more designated areas within a principal use, except a data center, housing computer and network equipment, systems, servers, appliances, and other associated hardware components related to digital data operations for its own use.

C. Permitted Districts and Lot Requirements

1. **Primary Permitted Districts**: Data Center Campuses shall only be permitted as a **Special Use Permit (SUP)** in the following zoning districts:
 - i. **Office and Business (O)***
 - ii. **Highway Oriented Commercial (HOC)**
 - iii. **Light Industrial (LI)**
 - iv. **Mixed-Use (MX)***

*Hyperscale Facilities are not allowed in associated zoning district.

2. **Accessory Use**: Small-scale Data Centers (server rooms, small modular centers) that are accessory and secondary to a primary office or institutional use shall be permitted by-right, provided the accessory area does not exceed

- 15% of the primary building's Gross Floor Area (GFA)** and all equipment is fully contained within the principal building.
3. **Minimum Lot Area:** The minimum lot size for a Data Center Campus shall be **Ten (10) Acres**.
 4. **Maximum Lot Area:** The Maximum lot size for a Data Center Campus shall be **Two Hundred (200) acres**.
 5. **Setbacks and Buffers:** All principal buildings, accessory structures, and exterior equipment must adhere to the following minimum setbacks, regardless of the underlying zoning:
 - i. **Edge Facilities**
 - 1) **From Residential Zoning Districts or Sensitive Receptors: 75 feet.**
 - 2) **From all other Property Lines (Non-Residential/Public Roads): 60 feet.**
 - 3) **Buffer Width:** A continuous, undisturbed 50-foot-wide transitional buffer is required along all property lines adjoining a residential zoning district or Sensitive Receptor. This buffer may overlap building setback requirement and may be counted towards the 35% tree canopy requirements as outlined in the UDC. The preservation of wetlands may also be counted towards canopy requirements at a 50% rate.
 - ii. **Hyperscale Facilities**
 - 1) **From Residential Zoning Districts or Sensitive Receptors: 300 feet.**
 - 2) **From all other Property Lines (Non-Residential/Public Roads): 250 feet**
 - 3) **Buffer Width:** A continuous, undisturbed **200-foot-wide** transitional buffer is required along all property lines adjoining a residential zoning district or Sensitive Receptor. This buffer may overlap the building setback requirement and may be counted towards the 35% tree canopy requirement. The preservation of wetlands may also be counted towards canopy requirements at a 50% rate.

D. Utility Use and Allowances

1. **Water Source:** All Data Center Campuses must connect to the **public water and sewer systems**.
2. **Water-Efficiency:** Any water-based cooling system must utilize a **closed-loop system** or employ **recycled/non-potable water systems** for cooling demand to minimize the use of municipal potable water supply. The use of potable water for primary cooling is prohibited for Hyperscale Facilities if reclaimed water or dry-cooling technology is feasible.
3. **Water Management Plan:** The applicant must submit a **Water Feasibility and Management Plan**, detailing:
 - i. Projected monthly average and peak water consumption (gallons per day).
 - ii. Project guidelines to not endanger or adversely affect the quantity or quality of local groundwater or surface water supplies.
 - iii. Plans for the reuse, recycling, and disposal of wastewater.
4. **Natural Gas Availability:** The natural gas made available for all developments are subject to the current capacity of the area, and required draws of natural gas must be noted by a “will serve letter” from the Director of Public Utilities.
5. **Electrical Impact:** A letter of preliminary acceptance may be issued to allow for the study of a project, prior to the final acceptance of zoning. A preliminary acceptance does not guarantee approval of the associated zoning or special use. All substations related to Data Center Campuses must provide fencing in accordance with the associated electrical distributor and buffer requirements therein.

E. Sound Generation and Reduction

1. **Maximum Noise Limits:** Developer must provide a detailed noise study by a qualified consultant which accounts for existing outdoor conditions as well as project growth and surrounding land uses. Sound generated by the Data Center and all accessory equipment (excluding verified emergencies) shall not exceed existing ambient condition or 50 dBa at the property line of a Sensitive Receptor, whichever is greater.

2. **Targeted Noise Management:** All Data Centers must implement noise reduction or sound masking based on the recommendations of the noise study.
3. **Emergency Generator Testing:** Routine testing and maintenance of emergency generators shall be limited to weekdays only, between the hours of **10:00 AM and 5:00 PM**, and shall not exceed **60 minutes** in duration.

F. General Environmental Requirements

1. **Site Development:** All stormwater retention and site development must follow Article 4.2 of the Unified Development Code, which under the discretion of the UDC Administrator, may require engineering using the latest edition of the GSMM (Georgia Stormwater Management Manual) to ensure water quality and runoff.
 2. **Runoff Infiltration:** All facilities should be designed to increase water infiltration through the use of permeable pavers or similar permeable surfaces on at least 20% of all parking spaces on the lot. Alternative penetration measures may be allowed via Administrative Variance.
-

E. Screening, and Aesthetic Standards

1. **Planting and Screening:** The buffer shall utilize **approved trees** as outlined by the Article 4.1 of the Unified Development Code and dense, native shrubs to provide a **visual screen** year-round. An opaque masonry wall or fence (minimum 8 feet in height) shall be required within the buffer on all sides facing a Sensitive Receptor, unless an existing structure does not allow for the placement of screening.
2. All ground-mounted and roof-mounted mechanical equipment, including chillers, cooling towers, and HVAC units, must be **fully enclosed within the principal building** or completely obscured from view from all public roads and Sensitive Receptors by architectural features, parapet walls, or louvers.
3. Building façades visible from public roadways or Sensitive Receptors must utilize design measures that are consistent with similarly zoned uses in the City of Statesboro. Architectural designs shall not be required with the submission of the Special Use Permit.
4. Building height shall not exceed 65 feet for all primary structures, regardless of the underlying zoning for each property. This height does not include roof

mounted structures and enclosed pop-ups for roof access from internal stairs and structures such as freight elevators, which may exceed the 65-foot height if allowing accessibility by Fire Department personnel

H. Community Investment and Infrastructure

1. **Proportional Infrastructure Contribution:** as a condition of Special Use Permit approval, the applicant/owner shall be required to demonstrate positive economic impacts to the City of Statesboro. Otherwise, the applicant/owner shall contribute funds or construct neighborhood improvements directly related to the Data Center's impact as determined by the project scale and location.
2. The applicant shall submit a **Decommissioning Plan** or financial surety (bond or escrow) to guarantee the dismantling and removal of all IT infrastructure and MEP infrastructure upon cessation of data center use.
3. The Special Use Permit for a Data Center facility shall expire in 24 months from approval if there has been no issuance of a Land Disturbance Permit or Building Permit within that time frame. Zoning for the property must remain in place for a minimum of 1 year. If the applicant/owner seeks to amend the zoning of the property, the special use permit shall expire upon a change of the zoning classification of the site. Special Use Permits shall expire 12 months after cessation, as determined by the lack of use (i.e., utility consumption).

First Reading:

Second Reading:

MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

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 Penny, City Manager
Jason Boyles, Assistant City Manager

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

Date: May 11, 2026

RE: FY2026 Local Road Assistance (LRA) Grant Application

Policy Issue: Street Resurfacing

Recommendation: Engineering staff recommends approval of the submittal of the GDOT LRA Application for City of Statesboro Street Resurfacing FY 2025 and FY 2026.

Background:

Local Maintenance and Improvement Grant (LMIG), is an annual program in which GDOT allocates transportation funds to local governments. The City uses these funds to supplement the Street Resurfacing Budget. City Engineering staff evaluates City streets annually to prioritize and select streets for the yearly LMIG resurfacing list that is submitted to GDOT.

For FY 2026, GDOT is providing an opportunity to receive additional LMIG funding in the form of the Local Road Assistance Grant. This funding will require no local match, and the application will need to be submitted no later than June 15, 2026. The Engineering Department will utilize all funding received from both the LMIG grant and LRA grant on resurfacing for FY2025 and FY 2026. The city street resurfacing lists for both FY 2025 and FY 2026 are also attached.

Budget Impact:

The City will receive LRA funding in the amount of \$450,857.57 with no local match requirement. Staff proposes to use the LRA funding to fund resurfacing on the streets listed on the attached LRA Project list, and transfer TSPLOST funding to ENG-122R North Main Street Sidewalk Project.

Council Person and District: The street resurfacing list includes each district.

Attachments: FY2026 LRA Resolution
Email Notification from GDOT
FY2026 LRA Project List
FY 2026 LRA Submittal Cover Letter
City Resurfacing Lists for FY 2025 and FY 2026

Copy: Cindy West, Finance Director

RESOLUTION 2026-19:

A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Road Assistance (LRA) Grant Application for Fiscal Year 2026.

THAT WHEREAS, the City participates in the Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Program for funding assistance for road improvement projects within the City of Statesboro;

WHEREAS, GDOT has allocated additional LMIG funding for FY2026 called Local Road Assistance (LRA) which requires no local match;

WHEREAS, the LMIG and LRA programs requires that the City present a list of streets for participation annually and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets;

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

Section 1. The City Engineer has prepared a list of roads for funding through the LMIG and LRA programs to the City Manager and the City Manager has reviewed the list and recommends approval by the City Council.

Section 2. The City Council hereby authorizes the Mayor to execute the Local Government Affidavit and Certification and all other documents required by the Georgia Department of Transportation related to this grant application.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 19th day of May, 2026.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



Brad Deal <brad.deal@statesboroga.gov>

FY 2026 Local Road Assistance Funding (LRA) - GDOT

Wright, William <wwright@dot.ga.gov>

Mon, Apr 20, 2026 at 9:51 AM

Dear Local Government:

The Georgia Department of Transportation is excited to announce that the Governor and the Legislature included Local Road Assistance Administration funds (LRA) in the amended fiscal year 2026 budget. The LRA funds are administered and distributed using our GRANTS (LMIG) Application System. Eligible activities/projects for LRA funds will be the same as the LMIG program. LRA funds require NO local match. To see your formula amount, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>.

The Department is currently accepting applications for the LRA funds. All electronic applications must be received no later than **June 15, 2026**. To begin your application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. The site provides a link to the LMIG/LRA Application, the LMIG Application Tutorial (Manual), and the General Guidelines. Your project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator for assistance with the online application process. The coordinators' contact information is below.

For an application to be processed, the following requirements must be met:

- A local government must be in audit compliance with the Department of Audits and Accounts (DOAA). A local government must also be in compliance with the Department of Community Affairs (DCA) minimum standards under the Georgia Planning Act, related to immigration and the Service Delivery Strategy law. (A non-compliant local government may start a draft application and then submit it once the local government is compliant.)
- A signed cover letter must be attached.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment. The application includes a completion status report page.

The Department wants to ensure these funds are deployed quickly to address your infrastructure needs. The Department will start the Fiscal Year 2027 LMIG Program in July, so please submit your LRA applications as soon as possible.

If you have any questions regarding the LMIG Program, please contact your District State Aid Coordinator, the Local Grants Office in Atlanta (404-347-0240), or email questions to LocalGrantsProgram@dot.ga.gov.

District State Aid Coordinator Contacts:

If you have any questions about the program, please contact your District State Aid Coordinator.

District	Coordinator	Number
District One – Gainesville	Charles 'Skip' Arnhart	(770) 519-0118

District	Coordinator	Number
District Two – Tennille	Matthew Sammons	(478) 553-3383
District Three – Thomaston	Brandy Spillers	(706) 646-7505
District Four – Tifton	Dennis Carter	(229) 391-5438
District Five – Jesup	Jeremy Barwick	(912) 530-4396
District Six – Cartersville	Joe Ciavarro	(678) 721-5293
District Seven – Chamblee	Chartrae 'Trae' Kent	(770) 216-3880

Sincerely,



Bill Wright

Local Grants Administrator

Bill Wright

Local Grants Administrator



Local Grants

One Georgia Center

600 West Peachtree Street NW, 17th Floor

Atlanta, GA, 30308

404-347-0231 Office

404-694-6564 Cell

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness/trafficking-in-georgia>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

FY 2026 LRA RESURFACING

District	Street Name	Beginning	End	Estimated Cost	Miles
5	Beasley Road	Northside Drive	Jones Mill Road	\$236,900	0.796
5	Teressa Drive	Peg-Wen Boulevard	Peg-Wen Boulevard	\$47,598.35	0.288
4	Marthas Lane	Fair Road	Georgia Avenue	\$53,493	0.099
4	Catherine Avenue	Fair Road	Faculty Boulevard	\$27,931	0.165
4	Laurel Lane	South Edgewood Drive	Terminus	\$18,960	0.095
4	Forest Way	South Edgewood Drive	Laurel Lane	\$54,360	0.219
1	Simmons Lane	Mathews Road	Mincey Street	\$12,497	0.084
1	Tolbert Street	Raymond Street	Joyce Street	\$19,022	0.117
1	McKinnon Street	Simmons Lane	Shelby Street	\$17,704	0.127
			Total	\$488,464	1.990

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari R Barr, District 5



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

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

May 11, 2026

Mr. Jeremy Barwick
State Aid Coordinator, District 5
Georgia Department of Transportation
P.O. Box 610
Jesup, Georgia 31598

RE: **FY 2026 Local Road Assistance (LRA) Funding Application, City of Statesboro**

Mr. Barwick,

Attached is the City of Statesboro's Fiscal Year 2026 LRA Application. The proposed list of roads are submitted for resurfacing, patching, leveling, and striping of approximately 2 miles of City streets. Statesboro's LRA formula amount is \$450,857.57.

A Notice to Proceed has been issued for the FY 2025 LMIG projects, but the work has not commenced as of this date. The project is scheduled to be complete by August 2026.

The City of Statesboro greatly appreciates GDOT's assistance in this program. If you should need further assistance, please contact Brad Deal, Director, Public Works and Engineering at 912-764-0655 or brad.deal@statesboroga.gov.

Sincerely,

Jonathan McCollar
Mayor

Copy: Charles Penny, City Manager
Jason Boyles, Assistant City Manager
Cindy West, Finance Director

Attachment: LRA Application FY2026

FY 2025 RESURFACING LIST

District	Street Name	Beginning	End	Miles
3,5	Gentilly Road	Gentilly Drive	East Grady Street	0.60
1,2,3,4	Zetterower Avenue	Fair Road	East Parrish Street	1.710
1	Simmons Lane	Mathews Road	Mincey Street	0.084
1	Tolbert Street	Raymond Street	Joyce Street	0.117
1	McKinnon Street	Simmons Lane	Shelby Street	0.127
4	Laurel Lane	South Edgewood Drive	Terminus	0.095
4	Forest Way	South Edgewood Drive	Laurel Lane	0.219
4	Catherine Avenue	Fair Road	Faculty Boulevard	0.165
5	Teressa Drive	Peg-Wen Boulevard	Peg-Wen Boulevard	0.288
			Total	3.40

FY 2026 RESURFACING

District	Street Name	Beginning	End	Estimated Cost	Miles
3,5	Brannen Street	Prince Way	Cawana Road	\$888,055	1.157
1	Francis Scott Drive	Fletcher Drive	City Limits	\$58,196	0.183
4	Marthas Lane	Fair Road	Georgia Avenue	\$53,493	0.099
2	Broad Street	Savannah Avenue	Brannen Street	\$264,073	0.551
5	Beasley Road	Northside Drive	Jones Mill Road	\$236,900	0.796
Total				\$1,500,717	2.786

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: May 13, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: Consideration of Resolution 2026-20, a resolution authorizing execution of documents with Queensborough Bank relating to a Refunding Revenue Bond necessary to refinance the installation of public infrastructure in the Old Register TAD

Recommendation: Approval

Background: A refunding Revenue Bond was issued for this project on July 18, 2023 as an interest only bond which is soon to expire. This refinance is necessary to commence repayment of the full \$4,750,000 principal at 4.6% interest.

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed Resolution

CITY OF STATESBORO, GEORGIA

BOND RESOLUTION: 2026-20

Adopted May 19, 2026

PROVIDING FOR THE ISSUANCE OF
CITY OF STATESBORO, GEORGIA
TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND
(OLD REGISTER TAD PROJECTS), SERIES 2026
IN THE PRINCIPAL AMOUNT
OF \$4,750,000

TABLE OF CONTENTS

ARTICLE I.
DEFINITIONS; RULES OF CONSTRUCTION

	<u>Page</u>
Section 101. Definitions of Certain Terms	3
Section 102. Rules of Construction	6

ARTICLE II.
AUTHORIZATION, TERMS, AND FORM OF BOND

Section 201. Authorization and Designation of Series 2026 Bond	8
Section 202. Maturity, Payment Dates, Date, Denominations, and Other Particulars of the Series 2026 Bond.....	8
Section 203. Execution of Series 2026 Bond.....	9
Section 204. Authentication of Bonds	9
Section 205. Mutilated, Lost, Stolen or Destroyed Bonds.....	9
Section 206. Persons Treated as Owners of Bonds.....	10
Section 207. Validation.....	10
Section 208. Registration; Transfer and Exchange of Bonds	10
Section 209. Security for the Bonds	10
Section 210. Limited Obligation.....	11
Section 211. Records Maintenance.....	11
Section 212. Destruction of Cancelled Bonds	11
Section 213. Form of Series 2026 Bond.....	11

ARTICLE III.
PREPAYMENT

Section 301. Prepayment of the Series 2026 Bond.....	19
--	----

ARTICLE IV.
APPLICATION OF SERIES 2026 BOND PROCEEDS;
REFUNDING AND DEFEASANCE OF SERIES 2023 BOND

Section 401. Application of Proceeds of Series 2026 Bonds.....	20
--	----

ARTICLE V.
REVENUES AND FLOW OF FUNDS

Section 501. Establishment of Funds and Accounts.....	21
Section 502. Disposition of Money in Special Fund	21

ARTICLE VI.
PRIORITY OF BONDS PRESERVED;
PARITY BONDS; DEFEASANCE

Section 601.	Priority of Bonds Preserved	23
Section 602.	Parity Bonds.....	23
Section 603.	Defeasance	23

ARTICLE VII.
DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS

Section 701.	Funds Constitute Trust Funds	25
Section 702.	Deposits in Excess of Insured Amount	25
Section 703.	Investment of Funds.....	25
Section 704.	Designation of Paying Agent, Bond Registrar, and Custodians	26
Section 705.	Authorization for Investments by Depositories	26

ARTICLE VIII.
PARTICULAR COVENANTS OF THE CITY

Section 801.	Covenant of the City as to Performance of Obligations	27
Section 802.	Covenant to Perform Undertakings	27
Section 803.	Covenant Concerning Enforcement Rights	27
Section 804.	Maintenance of Existence of Tax Allocation District.....	27

ARTICLE IX.
EVENTS OF DEFAULT AND REMEDIES

Section 901.	Events of Default	28
Section 902.	Remedies.....	28
Section 903.	No Waivers or Election of Remedies; Expenses	29

ARTICLE X.
SUPPLEMENTAL PROCEEDINGS

Section 1001.	Supplemental Proceedings Not Requiring Consent of Bondholders	30
Section 1002.	Supplemental Proceedings Requiring Consent of Bondholders	30
Section 1003.	Effect of Supplemental Proceeding	31
Section 1004.	Resolution Constitutes Contract	31
Section 1005.	Subsequent Proceedings Consistent With Resolution	31

ARTICLE XI.
MISCELLANEOUS PROVISIONS

Section 1101. Merger of Paying Agent.....	32
Section 1102. Limitation on Liability from Funds on Deposit with the Paying Agent.....	32
Section 1103. Validation.....	32
Section 1104. Rebate Calculator.....	32
Section 1105. Tax Covenants	32
Section 1106. Designation of the Series 2026 Bond as a Qualified Tax-Exempt Obligation	33
Section 1107. Exemption from Disclosure Requirements.....	33
Section 1108. Applicable Provisions of Law.....	33
Section 1109. Partial Invalidity.....	33
Section 1110. Payments Due on Saturdays, Sundays, and Holidays.....	33
Section 1111. Authorization of Other Documents and Actions	34
Section 1112. [Reserved].	34
Section 1113. Financial Statements	34
Section 1114. Captions	34
Section 1115. Repealer	34

BOND RESOLUTION

THIS BOND RESOLUTION (this “**Resolution**”), adopted May 19, 2026, by the Mayor and City Council of the City of Statesboro (the “**City**”);

PREAMBLE

WHEREAS, in accordance with the Constitution and the laws of the State of Georgia, including particularly Chapter 44 of Title 36 of the Official Code of Georgia Annotated (“**O.C.G.A.**”), as amended (the “**Redevelopment Powers Law**”), the Mayor and City Council of the City (the “**Mayor and City Council**”) adopted a resolution on August 7, 2018, approving a redevelopment plan and associated tax allocation district identified as “Tax Allocation District #2: Old Register”; and

WHEREAS, the City and Bulloch County (the “**County**”) entered into an intergovernmental agreement dated as of August 7, 2018, and the City and the Bulloch County School District (the “**School District**”) entered into an intergovernmental agreement dated as of August 9, 2018 (together, the “**Intergovernmental Agreements**”), providing for the inclusion of the “County Positive Tax Allocation Increment” and the “School District Positive Tax Allocation Increment,” (such respective terms are more particularly defined in the respective Intergovernmental Agreements), to be used toward the improvements to be made inside Tax Allocation District #2: Old Register; and

WHEREAS, pursuant to the Redevelopment Powers Law, the City is authorized to finance certain Redevelopment Costs, as defined in the Redevelopment Powers Law, and in accordance with such powers issued its CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019, in the principal amount of \$4,750,000 (the “**Series 2019 Bond**”) on August 6, 2019; and

WHEREAS, the Series 2019 Bond was authorized pursuant to a bond resolution adopted by the Mayor and City Council on June 26, 2019, and the proceeds of the Series 2019 Bond were spent to finance certain improvements inside Tax Allocation District #2: Old Register (the “**Tax Allocation District**”) consisting of (i) the widening of Old Register Road, (ii) an extension of a new road to Veteran’s Memorial Parkway and Akins Boulevard intersection, and (iii) certain curb, gutter, sidewalks, water, wastewater and stormwater improvements relating to such road improvements (collectively, the “**Projects**”); and

WHEREAS, on August 15, 2023, the City issued its CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, in the principal amount of \$4,750,000 (the “**Series 2023 Bond**”) for the purpose of providing funds, together with other funds of the City, to pay the cost of refunding and defeasing the Series 2019 Bond, pursuant to a bond resolution adopted by the Mayor and City Council on July 18, 2023 (the “**2023 Resolution**”); and

WHEREAS, payment of the Series 2023 Bond is secured by certain Pledged Revenues (as defined by the 2023 Resolution) which includes (i) positive *ad valorem* tax allocation increments

derived from the Tax Allocation District (the “**Tax Allocation Increments**”) and (ii) in accordance with O.C.G.A. § 36-44-20, when a determination is made by the City that the positive *ad valorem* tax allocation increments derived from the Tax Allocation District will be insufficient to pay all principal and interest on the Series 2023 Bond, general funds derived from the Tax Allocation District (the “**Tax Allocation General Funds**”); and

WHEREAS, the Series 2023 Bond bears interest at the rate of 5.95% per annum, installments of interest are payable semi-annually on February 15 and August 15 of each year, and the principal amount of \$4,750,000 is payable in full on August 15, 2026; and

WHEREAS, the Mayor and City Council have now determined that it is in the best interests of the citizens of the City that the Series 2023 Bond be currently refunded on or prior to its maturity date (the “**Refunding**”) through the issuance of its CITY OF STATESBORO TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026, in the principal amount of \$4,750,000 (the “**Series 2026 Bond**”), pursuant to the authority set forth in the Redevelopment Powers Law, which Series 2026 Bond shall be secured by and payable from the Pledged Revenues (as hereinafter defined); and

WHEREAS, the Mayor and City Council hereby determines that in accordance with O.C.G.A. § 36-44-20, that the positive *ad valorem* tax allocation increments derived from the Tax Allocation District will be insufficient to pay all principal and interest on the Series 2026 Bond, and that the City will pledge or otherwise obligate the Tax Allocation General Funds for payment or security for payment of the Series 2026 Bond; and

WHEREAS, it is necessary that all right, title and interest of the City in the “Pledged Revenues” (as hereinafter defined) be assigned to the holders of the Bonds (as defined herein); and

WHEREAS, it is also proposed that the City should take all such additional actions, make all such elections, authorize the filing of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Series 2026 Bond.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro in a public meeting properly and lawfully called and assembled, as follows:

**ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION**

Section 101. Definitions of Certain Terms.

In addition to the words and phrases elsewhere defined in this Bond Resolution, the following words and phrases used herein shall have the following meanings:

“**2019 Projects**” means the infrastructure improvements constructed within the Tax Allocation District from the proceeds of the Series 2019 Bond as set forth in the preamble to this Resolution.

“**2019 Resolution**” means the bond resolution adopted by the Governing Body on June 26, 2019 authorizing the issuance of the Series 2019 Bond.

“**2023 Resolution**” means the bond resolution adopted by the Governing Body on July 18, 2023 authorizing the issuance of the Series 2023 Bond.

“**Authentication Agent**” means the City Clerk of the City of Statesboro or any successor authentication agent hereafter appointed by the City.

“**Bond Registrar**” means the City Clerk of the City of Statesboro or any successor bond registrar hereafter appointed by the City.

“**Bond Resolution**” means this bond resolution, including any supplements or amendments hereto, which authorizes the issuance of the Series 2026 Bond.

“**Bond Year**” means the annual period beginning April 2 of each year and ending on the April 1 of the following year.

“**Bonds**” means the Series 2026 Bond, and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“**Bondowner**” or “**Owner**” or “**Registered Owner**” means the registered owner of the Series 2026 Bond or its assigns.

“**City**” means the City of Statesboro, a municipal corporation of the State of Georgia, created and existing under the laws of the State, and its successors and assigns.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**County**” means Bulloch County, a political subdivision of the State of Georgia.

“**Costs of Issuance**” means the reasonable and necessary costs and expenses incurred by the City with respect to the issuance of the Series 2026 Bond, this Bond Resolution, and any transaction or event contemplated by this Bond Resolution, including fees and expenses of accountants, attorneys, and financial fees and expenses, advertising, recording, validation and

printing expenses, and all other costs and expenses incurred in connection with the issuance of the Series 2026 Bond.

“Cost,” or “Costs” shall include, without limiting the items of cost permitted under the Redevelopment Powers Law, the following items to the extent they relate to the 2019 Projects: (i) all direct costs of the 2019 Projects as described in the plans and specifications for the 2019 Projects; (ii) all costs of planning, designing, constructing, financing and start-up costs of the 2019 Projects; (iii) all costs of issuance of Bonds, including the cost of any municipal bond insurance, if any, fees and expenses of Bond Counsel, special tax counsel and financial advisors, printing costs, Rating Agency fees, initial acceptance fees of paying agents, trustees and depositories, (iv) all engineering, legal and financial costs and expenses; (v) all expenses for estimates of costs and of revenues; (vi) all costs of obtaining governmental and regulatory permits, licenses and approvals; (vii) all fees of special advisors and consultants associated with one or more aspects of the 2019 Projects; (viii) interest on Bonds prior to and during construction of such 2019 Projects for which such Bonds were issued, and for such additional periods as the City may reasonably determine to be necessary for the placing of such 2019 Projects in operation; (ix) the reimbursement to the City of all such Costs of the 2019 Projects that have been advanced by the City from its available funds before the delivery of a Series of Bonds issued to finance such costs; and (x) such other costs and expenses which shall be necessary or incidental to the financing herein authorized and the construction of the 2019 Projects and the placing of same in operation.

“Debt Service” means the principal of and interest due on the Bonds in any Bond Year.

“Governing Body” means the Mayor and City Council of the City of Statesboro.

“Government Obligations” means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

“Holder,” “Bondholder,” or “Bondowner” means the registered owner of any Bond or its assigns.

“Interest Payment Date” means April 1 and October 1 of each year, commencing, in the case of the Series 2026 Bond, on April 1, 2027.

“Intergovernmental Agreements” means the intergovernmental agreement between the City and the County dated August 7, 2018 and the intergovernmental agreement between the City and the School District dated August 9, 2018, providing for the inclusion of the “County Positive Tax Allocation Increment” and the “School District Positive Tax Allocation Increment.”

“O.C.G.A.” means the Official Code of Georgia Annotated.

“Outstanding” or “Outstanding Bonds” means all Bonds which have been executed and delivered pursuant to the Resolution except:

- (a) Bonds cancelled because of payment or redemption;

(b) Bonds for the payment or redemption of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the Bonds (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to such Paying Agent shall have been made therefor, or a waiver of such notice, satisfactory in form to such Paying Agent, shall have been filed with such Paying Agent; and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 205 of the Resolution.

“Parity Bonds” means any tax allocation district revenue bonds issued pursuant to the terms of Section 602 of this Bond Resolution.

“Paying Agent” means the City Clerk of the City of Statesboro or any successor paying agent hereafter appointed by the City.

“Pledged Revenues” means (a) the Tax Allocation Increments, (b) the Tax Allocation General Funds, (c) amounts held in the funds and accounts established in Section 501 of this Bond Resolution (excluding amounts held in the Rebate Account), (d) all earnings derived from the investment of the amounts in the Special Fund, and (e) any other amounts deposited with the Special Fund Custodian and designated by the City as Pledged Revenues.

“Rebate Amount” means the rebatable arbitrage in connection with the Bonds that is payable to the United States Treasury pursuant to Section 148(f) of the Tax Code.

“Rebate Calculator” means any nationally recognized bond counsel or nationally recognized firm of certified public accountants, which is expert in making the calculations required by Section 148(f) of the Tax Code, appointed by the City pursuant to Section 704 to make the calculations required by Section 148(f) of the Tax Code in connection with the Bonds.

“Redevelopment Costs” means “Redevelopment Costs” as defined in the Redevelopment Powers Law.

“Redevelopment Powers Law” means Chapter 44 of Title 36 of O.C.G.A., entitled the “Redevelopment Powers Law,” as amended, and as the same may be from time to time additionally supplemented and amended.

“Refunding” means the current refunding of the Series 2023 Bond from proceeds of the Series 2026 Bond.

“Resolution” means collectively (i) this Bond Resolution and (ii) any resolution adopted authorizing the issuance of additional Parity Bonds, for so long as any such additional Parity Bonds remain outstanding.

“Revenue Bond Law” means O.C.G.A. § 36-82-60 through § 36-82-85, as amended.

“**School District**” means the Bulloch County School District, a political subdivision of the State of Georgia.

“**Series 2019 Bond**” means the CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019, issued pursuant to the 2019 Resolution.

“**Series 2023 Bond**” means the CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, issued pursuant to the 2023 Resolution.

“**Series 2026 Bond**” means the CITY OF STATESBORO TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026, authorized to be issued pursuant to the provisions of this Bond Resolution.

“**Special Fund**” means the fund heretofore created and described in Section 501 of this Bond Resolution.

“**Special Fund Custodian**” means Truist Bank, or any successor special fund custodian hereafter appointed by the City; provided, however, the Special Fund Custodian shall at all times be a commercial bank or trust company.

“**State**” means the State of Georgia.

“**Tax Allocation District**” means the Tax Allocation District #2: Old Register, which was created by the Mayor and City Council of the City of Statesboro on August 7, 2018, pursuant to O.C.G.A. § 36-44-8.

“**Tax Allocation General Funds**” means the general funds derived by the City from the Tax Allocation District in the event the Tax Allocation Increments are insufficient to pay the Debt Service as authorized by O.C.G.A. § 36-44-20.

“**Tax Allocation Increments**” means all positive “tax allocation increments” (as defined in O.C.G.A. § 36-44-3(14) and computed pursuant to O.C.G.A. § 36-44-9) received by the City from time to time for the Tax Allocation District and in accordance with the Intergovernmental Agreements.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Bond Resolution and not solely to the particular portion thereof in which any such word is used;

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Bond Resolution; and

(d) the titles preceding each Section of this Bond Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Bond Resolution.

[END OF ARTICLE I]

**ARTICLE II
AUTHORIZATION, TERMS, AND FORM OF BOND**

Section 201. Authorization and Designation of Series 2026 Bond.

(a) The CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026, in the principal amount \$4,750,000 (the “**Series 2026 Bond**”), is authorized to be issued for the purpose of paying the costs of the Refunding and paying the costs incident thereto, pursuant to the Redevelopment Powers Law, the Revenue Bond Law, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the City, and the Resolution. All the covenants, agreements and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien or otherwise of any one Bond over any other Bond.

(b) The Series 2026 Bond shall be sold initially to Queensborough National Bank & Trust Company for a purchase price of 100% of the principal amount of the Series 2026 Bond.

Section 202. Maturity, Payment Dates, Date, Denominations, and Other Particulars of the Series 2026 Bond.

(a) The Series 2026 Bond shall be issued as a single-instrument bond in the principal amount of \$4,750,000, dated the date of its original issuance and delivery (the “**Bond Date**”). The Series 2026 Bond shall be issued in fully registered form, without coupons, and will be numbered R-1, bearing interest at the fixed rate of 4.600% per annum, calculated on the basis of a 360-day year of twelve 30-day months. Interest on the Series 2026 Bond shall be payable on April 1 and October 1 in each year (each an “**Interest Payment Date**”), beginning on April 1, 2027. The Series 2026 Bond shall mature and be paid in full on April 1, 2046, subject to scheduled mandatory principal installment payments prior to maturity in the following principal amounts on April 1 in the years set forth below:

<u>Payment Date</u>	<u>Scheduled Mandatory Principal Installment</u>	<u>Payment Date</u>	<u>Scheduled Mandatory Principal Installment</u>
04/01/2027	\$40,000	04/01/2037	\$190,000
04/01/2028	40,000	04/01/2038	195,000
04/01/2029	100,000	04/01/2039	205,000
04/01/2030	100,000	04/01/2040	215,000
04/01/2031	100,000	04/01/2041	225,000
04/01/2032	150,000	04/01/2042	235,000
04/01/2033	160,000	04/01/2043	245,000
04/01/2034	165,000	04/01/2044	260,000
04/01/2035	175,000	04/01/2045	270,000
04/01/2036	180,000	04/01/2046	1,500,000

(b) The Series 2026 Bond is subject to optional prepayment, in whole or in part, prior to maturity as provided in Article III.

(c) The principal of and interest on the Series 2026 Bond shall be payable in the manner at the place designated by the Registered Owner in lawful money of the United States of America.

(d) Principal and interest payments on the Series 2026 Bond shall be payable without any requirement for presentation and surrender of the same at the office of the Paying Agent. The Bondholder shall surrender the Series 2026 Bond to the Bond Registrar and Paying Agent for cancellation and destruction upon its receipt of such final principal and interest installment.

Section 203. Execution of Series 2026 Bond. The Series 2026 Bond will be executed on behalf of the City with the manual signature of its Mayor and the seal of the City will be impressed thereon and attested by the manual signature of the City Clerk. The Series 2026 Bond will be issued in fully registered form.

In case any officer whose manual signature shall appear on the Series 2026 Bond shall cease to be such officer before delivery of the Series 2026 Bond, such signature shall, nevertheless, be valid and sufficient for all purposes the same as if he had remained in office until delivery, and the Series 2026 Bond may, nevertheless, be issued and delivered as though the person whose signature appears on the Series 2026 Bond had not ceased to be such officer. The Series 2026 Bond may be executed and sealed on behalf of the City by the signatures of such officers who may, at the time of the execution of the Series 2026 Bond, hold the proper offices of the City although on the date of the Series 2026 Bond or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

Section 204. Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Bond so authenticated has been duly authenticated, registered and delivered under the Resolution and that the owner thereof is entitled to the benefits of the Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative, but it shall not be necessary that the same officer or authorized representative sign the certificate of authentication on all the Bonds.

Section 205. Mutilated, Lost, Stolen, or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen, or destroyed, the City will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that, in the case of any such mutilated Bond, such Bond is first surrendered to the Paying Agent and, in the case of any such lost, stolen, or destroyed Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the City, together with indemnity satisfactory to the City. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the City may pay such Bond without surrender thereof.

Section 206. Persons Treated as Owners of Bonds. The City and its agents, including the Paying Agent and Bond Registrar, may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium, if any, and interest made to any such owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the City nor any such agent shall be affected by any notice to the contrary.

Section 207. Validation. A validation certificate of the Clerk of the Superior Court of Bulloch County, bearing the signature of such Clerk will be endorsed on each Bond and will be essential to its validity.

Section 208. Registration; Transfer and Exchange of Bonds. The Bond Registrar is hereby designated as Authentication Agent for purposes of authenticating any Bonds issued hereunder or issued in exchange or in replacement for Bonds previously issued. The Bonds may be transferred only on the bond register of the Bond Registrar. No transfer of any Bond shall be permitted except upon presentation and surrender of such Bond at the principal office of the Bond Registrar with a written assignment signed by the registered owner of such Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar.

Upon surrender for registration of transfer of any such bond at the principal office of the Bond Registrar, the City shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Bond for a like aggregate principal amount and maturity. Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of authorized denominations and of like maturity. The execution by the City of any Bond in any authorized denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

Section 209. Security for the Bonds. In order to secure the punctual payment of the principal of, premium, if any, and interest on the Bonds, the City hereby irrevocably pledges to the prompt payment of the principal of, premium, if any, and interest on the Bonds, and grants to the owners of the Bonds a first priority lien upon, all Pledged Revenues. The Pledged Revenues shall immediately be subject to the lien of this pledge for the benefit of the owners of the Bonds without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the City and against all other persons having claims of any kind against the City, whether such claims shall have arisen in tort, contract, or otherwise, and regardless of whether such persons have notice of the lien of this pledge. This pledge and lien shall rank superior to all other pledges that may hereafter be made and all other liens that may hereafter be granted of any of the Pledged Revenues. The City shall issue no other obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues or any part thereof having priority over or on a parity with the Bonds.

Except as expressly provided herein to the contrary, all Bonds issued and to be issued hereunder are, and are to be, to the extent provided in the Resolution, equally and ratably secured by the Resolution without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds, so that, subject as aforesaid, all Bonds at any time Outstanding hereunder shall have the same right, lien and preference under and by virtue of the Resolution and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Resolution, whether the same or any of them shall actually have been issued as of such date, or may be authorized to be executed, authenticated and delivered after the date hereof pursuant to the provisions of the Resolution.

Section 210. Limited Obligation. The Bonds shall be special or limited obligations and not general obligations of the City, shall be payable solely from the Pledged Revenues, and shall be a valid claim of the Bondholders only against the Pledged Revenues, which Pledged Revenues are hereby again specifically pledged and assigned for the payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized hereby. The Bonds shall not constitute general or moral obligations of the City nor an indebtedness of, or a pledge of the faith and credit or general taxing power of, the City, Bulloch County, the Bulloch County School District, or the State of Georgia or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the general taxing power of the State of Georgia, the City, Bulloch County, the Bulloch County School District, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the Governing Body nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

Section 211. Records Maintenance. In every case of an exchange of Bonds and of the registration of transfer of any Bond, the surrendered Bonds shall be held by the Bond Registrar. A certificate summarizing the exchanges or registrations of transfer occurring in the previous calendar year shall be sent at the end of each Bond Year to the City. All Bonds surrendered for exchange or registration of transfer shall be cancelled by the Bond Registrar and a certificate summarizing such cancellations for each Bond Year shall be sent to the City.

Section 212. Destruction of Cancelled Bonds. All Bonds paid, purchased or redeemed, either at or before maturity, shall be cancelled and delivered to the Bond Registrar when such payment or redemption is made. All Bonds so cancelled shall be destroyed upon their delivery to the Bond Registrar in accordance with the practice then prevailing with the City and record of such destruction shall be made and preserved in the permanent records of said City.

Section 213. Form of Series 2026 Bond. The Series 2026 Bond and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and form, with such variations, omissions, and insertions as may be required to complete properly the Series 2026 Bond and as may be approved by the officer or officers executing the Series 2026 Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2026 BOND]

THIS BOND AND THE INSTRUMENTS HEREINAFTER DESCRIBED ARE SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

This Bond shall not be sold or transferred if such sale or transfer would void the exemption, contained in U.S. Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such sale or transfer.

No. R - 1

UNITED STATES OF AMERICA
STATE OF GEORGIA

THE CITY OF STATESBORO, GEORGIA
TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND
(OLD REGISTER TAD PROJECTS),
SERIES 2026

Maturity Date: April 1, 2046
Principal Amount: \$4,750,000
Interest Rate: 4.600%
Bond Date: [Date of Issuance]
Registered Owner: Queensborough National Bank & Trust Company

The City of Statesboro, Georgia (“the City”), a municipal corporation of the State of Georgia, for value received, hereby promises to pay, but only from the sources as hereinafter provided, to the registered owner shown above, or its registered assigns, the principal sum stated above, which shall be payable without any requirement for presentation and surrender of this Bond at the office of the City Clerk for the City, as Paying Agent and Bond Registrar for this Bond, in lawful money of the United States of America, and to pay to the registered owner hereof solely from the special fund provided therefor, by check or draft mailed by first class mail to such owner at its address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of this Bond at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date (hereinafter defined), which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), interest on such principal sum, at the interest rate per annum specified above, payable semi-annually on April 1 and October 1 (each an “Interest Payment Date”) in each year, beginning on April 1, 2027, subject to scheduled mandatory principal installment payments prior to maturity in the following principal amounts on April 1 in the years set forth below:

<u>Payment Date</u>	<u>Scheduled Mandatory Principal Installment</u>	<u>Payment Date</u>	<u>Scheduled Mandatory Principal Installment</u>
04/01/2027	\$40,000	04/01/2037	\$190,000
04/01/2028	40,000	04/01/2038	195,000
04/01/2029	100,000	04/01/2039	205,000
04/01/2030	100,000	04/01/2040	215,000
04/01/2031	100,000	04/01/2041	225,000
04/01/2032	150,000	04/01/2042	235,000
04/01/2033	160,000	04/01/2043	245,000
04/01/2034	165,000	04/01/2044	260,000
04/01/2035	175,000	04/01/2045	270,000
04/01/2036	180,000	04/01/2046	1,500,000

The principal of and interest on this Bond so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the “Record Date”); provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name the Bond is registered on a subsequent date of record established by notice given by mail by the Paying Agent to the owner of the Bond not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CITY, BULLOCH COUNTY, THE BULLOCH COUNTY SCHOOL DISTRICT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE FAITH AND CREDIT OR GENERAL TAXING POWER OF ANY OF THE FOREGOING. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION (AS DEFINED BELOW). NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE GENERAL TAXING POWER OF THE STATE OF GEORGIA, THE CITY, BULLOCH COUNTY, THE BULLOCH COUNTY SCHOOL DISTRICT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, EXCEPT FOR THE FUNDS PLEDGED TO SECURE THE BOND IN THE BOND RESOLUTION, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING, EXCEPT FOR THE FUNDS PLEDGED TO SECURE THE BOND IN THE BOND RESOLUTION. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

This Bond is the duly authorized Bond designated as the CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026, in the principal amount of \$4,750,000 (the “Bond”), issued under and by virtue of the authority contained in and conferred by the Constitution and laws of the State of Georgia, including particularly the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*), the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*, a resolution of the City adopted on May 19, 2026 (the “Bond Resolution”), and other applicable provisions of law, to provide funds, together with other funds of the City, for the cost of refunding and defeasing the outstanding CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023 and certain costs of issuance. This Bond is subject to the terms and conditions of the Bond Resolution.

This Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, subject to the terms and conditions of Article III of the Bond Resolution: If this Bond is being prepaid by being refinanced by a financial institution other than the then current Registered Owner of this Bond or its affiliates, the following provisions shall apply: (i) this Bond shall not be subject prepayment prior to April 1, 2029; (ii) this Bond may be prepaid at a prepayment price equal to 102% of the principal amount to be prepaid plus accrued interest to the prepayment date if prepaid between April 1, 2029 and April 1, 2030; (iii) this Bond may be prepaid at a prepayment price equal to 101% of the principal amount to be prepaid plus accrued interest to the prepayment date if prepaid between April 1, 2030 and April 1, 2031; and (iv) this Bond may be prepaid at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date if prepaid any time after April 1, 2031. If this Bond is prepaid from Tax Allocation Increments, Tax Allocation General Funds, Pledged Revenues (as such terms are defined in the Bond Resolution), or any other available funds of the City, this Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date. Any partial prepayment of this Bond shall be applied against the principal outstanding in inverse order of the scheduled mandatory principal installment payments due.

In order to secure the punctual payment of the principal of and interest on this Bond, the City has pledged in the Bond Resolution to the prompt payment of the principal of and interest on this Bond, and granted to the owner of this Bond a lien upon, the “Pledged Revenues” (as defined in the Bond Resolution), which includes all positive “tax allocation increments” (as defined in the Redevelopment Powers Law) to be derived from Tax Allocation District #2: Old Register (the “Tax Allocation District”) and the City’s general funds derived from the Tax Allocation District to the extent that the positive tax allocation increments are insufficient at any time to pay principal and interest due on this Bond. Reference is hereby made to the Bond Resolution for a description of the security for this Bond; the provisions, among others, with respect to the nature and extent of the security for this Bond; the rights, duties, and obligations of the City and the registered owner of this Bond; and the provisions regulating the manner in which the terms of the Bond Resolution may be modified, to all of which provisions the owner of this Bond, on behalf of itself and its successors in interest, assents by acceptance hereof. The City has reserved the right to issue additional parity bonds (the “Parity Bonds” and together with this Bond, the “Bonds”) payable from the Pledged Revenues on a parity with this Bond.

Upon surrender of this Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner

of this Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Bond, the City shall execute and deliver, at the City's expense (except as provided below), a new Bond in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former registered owner of this Bond may request and shall be issued as a single, fully registered bond. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid hereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Bond. This Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond.

This Bond is not a general obligation of the City but is payable solely from the Pledged Revenues (as defined in the Bond Resolution). The obligations hereunder shall be limited as provided in § 36-44-14(c) of the Redevelopment Powers Law. This Bond is issued by the City to accomplish the public purposes of the Redevelopment Powers Law.

The City has designated this Bond as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The City hereby certifies, recites and declares that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law in order to make this Bond a valid and legal special limited obligation of the City and that the issuance of this Bond, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

IN WITNESS WHEREOF, THE CITY OF STATESBORO, GEORGIA has caused this Bond to be executed with the manual signature of its Mayor and has caused its corporate seal to be hereunto impressed and attested with the manual signature of its City Clerk, as of the date of its authentication.

THE CITY OF STATESBORO, GEORGIA

(SEAL)

By: _____ (FORM)
Mayor

Attest: _____ (FORM)
City Clerk

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF BULLOCH

The undersigned Clerk of Superior Court of Bulloch County, Georgia, HEREBY CERTIFIES that the within Bond was confirmed and validated by judgment of the Superior Court of Bulloch County, Georgia, rendered on the ____ day of _____, 2026, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS my signature and the seal of said Court.

(SEAL)

(FORM)

Clerk of Superior Court
Bulloch County, Georgia

CERTIFICATE OF REGISTRATION

The transfer of this Bond shall be registered on books kept by the Bond Registrar, such registration being noted hereon by the Bond Registrar in the registration blanks below, and no transfer shall be valid unless made on said books at the request of the registered holder or attorney duly authorized, and such transfer is similarly noted in the registration blank below.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Social Security Number or
Other Identifying Number of Assignee:

Please print or type name and address
(including postal zip code) of Assignee:

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ as Agent to transfer the within Bond on the

books kept for registration thereof, with full power of substitution in the premises.

(FORM)

Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: _____, 20__

Signature Guaranteed:

(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF BOND FORM]

[END OF ARTICLE II]

**ARTICLE III
PREPAYMENT**

Section 301. Prepayment of the Series 2026 Bond. The Series 2026 Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, subject to the following terms and conditions:

(a) If the Series 2026 Bond is being prepaid by being refinanced by a financial institution other than the then current Registered Owner of the Series 2026 Bond or its affiliates, the following provisions shall apply: (i) the Series 2026 Bond shall not be subject prepayment prior to April 1, 2029; (ii) the Series 2026 Bond may be prepaid at a prepayment price equal to 102% of the principal amount to be prepaid plus accrued interest to the prepayment date if prepaid between April 1, 2029 and April 1, 2030; (iii) the Series 2026 Bond may be prepaid at a prepayment price equal to 101% of the principal amount to be prepaid plus accrued interest to the prepayment date if prepaid between April 1, 2030 and April 1, 2031; and (iv) the Series 2026 Bond may be prepaid at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date if prepaid any time after April 1, 2031.

(b) If the Series 2026 Bond is prepaid from Tax Allocation Increments, Tax Allocation General Funds, Pledged Revenues, or any other available funds of the City, the Series 2026 Bond is subject to prepayment at any time, either in whole or in part, at the option of the City, at a prepayment price of 100% of the principal amount to be prepaid, plus accrued interest to the prepayment date.

(c) Any partial prepayment of the Series 2026 Bond shall be applied against the principal outstanding in inverse order of the scheduled mandatory principal installment payments due.

(d) At least 10 days before any date upon which any such prepayment or redemption is to be made, a notice of intention to prepay or redeem, designating the prepayment or redemption date and the amount to be prepaid or redeemed, signed by the City Clerk, shall be mailed, postage prepaid, to the registered owner of the Series 2026 Bond to be prepaid or redeemed at the address of such registered owner as the same shall appear upon the books of registration.

[END OF ARTICLE III]

ARTICLE IV
APPLICATION OF SERIES 2026 BOND PROCEEDS
REFUNDING AND DEFEASANCE OF SERIES 2023 BOND

Section 401. Application of Proceeds of Series 2026 Bond. Concurrently with the delivery of the Series 2026 Bond to the initial purchaser thereof, the City shall apply the proceeds derived from the sale of the Series 2026 Bond as follows:

(a) The proceeds from the sale of the Series 2026 Bond shall be used, together with other lawfully available funds of the City, to refund and defease the outstanding Series 2023 Bond in accordance with the 2023 Resolution.

(b) To the extent proceeds from the sale of the Series 2026 Bond are available after the payment described above, proceeds, or other lawfully available funds of the City, shall be used to pay Costs of Issuance. Costs of Issuance shall be paid at closing directly to those persons who shall be entitled to the same. After all Costs of Issuance have been paid, any amount of proceeds remaining from the sale of the Series 2026 Bond shall be deposited to the Special Fund.

(c) Upon payment of the entire principal balance of the Series 2023 Bond, plus any accrued and unpaid interest thereon, the Series 2023 Bond shall cease to be entitled to any lien, benefit, or security under the 2023 Resolution and the Registered Owner of the Series 2023 Bond shall have no rights in respect thereof.

[END OF ARTICLE IV]

**ARTICLE V
REVENUES AND FLOW OF FUNDS**

Section 501. Establishment of Funds and Accounts.

In accordance with the 2019 Resolution, the City has previously established pursuant to O.C.G.A. § 36-44-11(c) the CITY OF STATESBORO, GEORGIA SPECIAL REVENUE FUND (OLD REGISTER TAD) (the “**Special Fund**”), and within the Special Fund one (1) separate account known as the Rebate Account.

The Special Fund shall continue in accordance with this Resolution and be held by the Special Fund Custodian. The Special Fund (excluding the Rebate Account) shall constitute a trust fund for the purposes herein provided, shall be subject to a lien and charge in favor of the Bondholders for the purposes herein provided, and shall at all times be kept separate and distinct from all other funds of the City and the Special Fund Custodian and used only as herein provided.

The City shall deposit all Tax Allocation Increments immediately upon receipt into the Special Fund. To the extent that the Tax Allocation Increments deposited into the Special Fund are insufficient to pay all principal and interest due on the Bonds, the City shall make deposits into the Special Fund from Tax Allocation General Funds in accordance with O.C.G.A. § 36-44-20, or from any other legally available revenues.

Section 502. Disposition of Money in Special Fund.

(a) Special Fund. The Special Fund Custodian, without further direction from the City, shall apply money held in the Special Fund for the following purposes and in the following order of priority:

First, To the payment when due of the principal of and interest on the Bonds.

Second, To the deposit into the Rebate Account on December 1 of each year an amount sufficient to cause the balance held therein to equal or exceed the Rebate Amount most recently calculated by the Rebate Calculator, which has not been previously paid to the United States Treasury.

Third, To the payment when due of any fees and expenses owed to the Special Fund Custodian, Paying Agent or Rebate Calculator.

Fourth, any remaining money held in the Special Fund may be used by the City to prepay outstanding principal on the Series 2026 Bond, in whole or in part, or shall be paid to the City to pay Redevelopment Costs in the Tax Allocation District in accordance with the Redevelopment Powers Law. The City is to hold and be responsible for payment of such funds and any interest thereon for Redevelopment Costs.

(b) Rebate Account. The Special Fund Custodian, upon the written direction of the City and the Rebate Calculator (specifying the date, amount, address, and method of payment), shall withdraw funds from the Rebate Account for the purpose of making rebate payments (including

penalties) to the United States as required by Section 148(f) of the Tax Code. Except as otherwise specifically provided in this Section 502(b), money in the Rebate Account may not be withdrawn from the Rebate Account for any other purpose.

If the City shall deliver to the Special Fund Custodian a certificate, signed by the City and the Rebate Calculator, certifying that the City has filed all reports required to be filed with the United States pursuant to Section 148(f) of the Tax Code and has made all payments required to be made to the United States pursuant to Section 148(f) of the Tax Code with respect to the Bonds, then the Special Fund Custodian shall transfer to the Special Fund all money or investments remaining in the Rebate Fund.

In no event shall the Special Fund Custodian be responsible for determining rebate payments, or for making rebate payments, other than as directed to be paid from the Rebate Account by the Rebate Calculator.

[END OF ARTICLE V]

ARTICLE VI
PRIORITY OF BONDS PRESERVED; PARITY BONDS; DEFEASANCE

Section 601. Priority of Bonds Preserved. The City will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the Pledged Revenues prior to the charge or lien herein created for the payment of the Bonds.

Section 602. Parity Bonds. Bonds may be issued from time to time payable from the Special Fund and ranking as to lien on the Pledged Revenues *pari passu* with the Bonds which are then outstanding, provided all the following conditions are met:

(a) There shall be no default in the payment of principal of or interest on any Bond currently existing;

(b) The principal amount of the Parity Bonds together with all other Bonds previously issued do not exceed the estimated aggregate Redevelopment Costs for the Tax Allocation District.

(c) The City shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Parity Bonds and shall provide in such proceedings, among other things, the rate or rates of interest and maturity dates, as well as the registration and redemption provisions, if any. The interest on the Parity Bonds of any such issue shall fall due on February 15 and August 15 of each year, and the Parity Bonds shall mature in installments on August 15, but, as to principal, not necessarily in each year or in equal installments. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Bond Resolution.

(d) The City will obtain consent from the Holder of the Series 2023 Bond prior to the issuance of any Parity Bonds.

Section 603. Defeasance.

(a) Any funds paid to or received by the City at any time for the purchase or retirement of Bonds shall be placed in a special fund to be created by the City (the “**Defeasance Fund**”) and applied to pay principal of and interest on the Bonds. If and when sufficient funds are deposited in such special fund to pay any outstanding Bonds including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar and together with any premium required to be paid should the Bonds be called for redemption, such deposit shall constitute payment in full of such Bonds: provided, that if such Bonds are to be redeemed prior to the maturity thereof, notice of redemption shall have been duly given or irrevocable provision satisfactory to the Paying Agent or escrow agent shall have been duly made for the giving of notice that the same are to be redeemed on a redemption date established by the City.

(b) Payment in full of any Bonds shall also be accomplished if and when sufficient funds are deposited in such a fund to constitute, in the aggregate a sum which, when invested in Government Obligations will create, from the principal of and interest on such investments, funds sufficient in amount to pay such outstanding Bonds and the interest due or to become due thereon and the reasonable charges and fees of the Paying Agent and Bond Registrar, together with any

premium required to be paid should such Bonds be called for redemption; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of redemption shall have been duly given or irrevocable provision satisfactory to the Paying Agent or escrow agent shall have been duly made for the giving of notice that the same are to be redeemed on a redemption date established by the City.

(c) In the event all Bonds are to be redeemed or provision for their payment in full is to be made at the same time, the funds for such redemption or payment may be deposited to and such Bonds may be redeemed or paid from the Defeasance Fund.

(d) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds remaining in such fund shall be paid to the City.

(e) At such time as payment in full of any Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by the Resolution on the Pledged Revenues shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

(f) Provision for payment of the reasonable charges and fees of the Paying Agent and Bond Registrar required pursuant to this Section 603 shall be deemed to be accomplished if, in lieu of deposit to said special fund of the reasonable charges and fees of the Paying Agent and Bond Registrar, the City obtains a certificate from the Bond Registrar and Paying Agent that such charges and fees have been paid in full or satisfactory arrangements have been made between the Bond Registrar and Paying Agent and the City for such payment.

[END OF ARTICLE VI]

ARTICLE VII
DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS

Section 701. Funds Constitute Trust Funds. All money deposited in any fund created hereby shall constitute trust funds for which the City will be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the City, and, except as otherwise provided herein, all funds received by the City under the terms hereof will, subject to the giving of security as hereinafter provided, be deposited with a depository in the name of the City.

Section 702. Deposits in Excess of Insured Amount. Except for money or investments the principal of and interest on which are general obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, or an agency or instrumentality thereof, no money belonging to any of the funds to which reference is made herein will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agencies of the United States of America which may succeed to their functions unless such depository or custodian shall have pledged, for the benefit of the City and the owners of the Bonds as collateral security for the money deposited, direct and general obligations of or the obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which have a market value exclusive of accrued interest and a par value at maturity at least equal to that portion of such deposit in excess of the amount so guaranteed or insured.

Section 703. Investment of Funds. Money in the Special Fund may be invested by the City in the following investments if and to the extent the same are at the time legal for investment of such money:

(1) Any of the following investments (presently authorized by O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4), if and to the extent the same are at the time legal for investment of such money:

(A) Obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) Obligations of any corporation of the United States government;

(C) Bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states;

(D) Obligations of other political subdivisions of the State;

(E) Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured;

(F) Prime bankers' acceptances;

(G) Repurchase agreements; and

(H) The local government investment pool established by O.C.G.A. § 36-83-8; and

(2) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds.

Section 704. Designation of Paying Agent, Bond Registrar, and Custodians. Truist Bank, is hereby designated as depository for the Special Fund. The City may appoint a successor Special Fund Custodian at anytime hereafter provided, however, the Special Fund Custodian shall at all times be a commercial bank or trust company. The City Clerk is hereby designated as Paying Agent and Bond Registrar for the Series 2026 Bond. A successor depository for or custodian of any fund or account and a successor Bond Registrar and Paying Agent may, from time to time, be designated provided such successor complies with all of the provisions of the Resolution.

Section 705. Authorization for Investments by Depositories. The City may at any time and from time to time direct any depository of or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 703 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 703.

[END OF ARTICLE VII]

**ARTICLE VIII
PARTICULAR COVENANTS OF THE CITY**

Section 801. Covenant of the City as to Performance of Obligations. The City covenants that it will cause to be paid promptly the principal of, and premiums, if any, and the interest on every Bond issued under the provisions of this Bond Resolution at the places, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof; provided, however, the principal of, and premiums, if any, and interest on the Bonds are payable solely from the Pledged Revenues and any other income and other money to the extent provided herein, which are hereby pledged to the payment thereof in the manner and to the extent hereinabove specified.

The Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a debt, liability or obligation of the City or of the State or of any political subdivision thereof, or a pledge of the faith and credit of the City or of the State of Georgia or of any political subdivision thereof, but the Bonds shall be payable solely from the Pledged Revenues, and the City is not obligated to pay the Bonds or the interest thereon except from the Pledged Revenues and neither the faith and credit of the City nor the faith and credit or the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of, the premium, if any, or the interest on the Bonds or costs incident thereto.

Section 802. Covenant to Perform Undertakings. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of the City pertaining thereto on its part to be observed or performed. the City covenants that it is duly authorized under the Constitution and laws of the State of Georgia, including particularly and without limitation the Redevelopment Powers Law, to issue the Bonds authorized hereby and to enter into this Bond Resolution, and to pledge the Pledged Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2026 Bond has been duly and effectively taken; and that such Bonds in the hands of the Bondowners thereof are and will be valid and enforceable obligations of the City according to the tenor and import thereof.

Section 803. Covenant Concerning Enforcement Rights. The City covenants to diligently impose, receive, collect and enforce, as applicable, the payment of Tax Allocation Increments in the manner prescribed by this Bond Resolution and all resolutions, ordinances or laws thereunto appertaining, and will pay and deposit the proceeds of Tax Allocation Increments as received into the Special Fund. Absent a default or delinquency in the payment of any Tax Allocation Increments, nothing herein shall require the prepayment of any installment due on a Tax Allocation Increments prior to its due date.

Section 804. Maintenance of Existence of Tax Allocation District. The City covenants to at all times maintain the existence of the Tax Allocation District and to not take any action to dissolve or terminate the existence of the Tax Allocation District until the Bonds and all other amounts payable under this Bond Resolution have been paid in full.

[END OF ARTICLE VIII]

**ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES**

Section 901. Events of Default.

(a) If any of the following events occur, it is hereby defined as and declared to be and to constitute a default and an “Event of Default”:

- (1) default in the due and punctual payment of any interest on the Bond;
- (2) default in the due and punctual payment of any principal of the Bond (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof;
- (3) any material breach by the City of any representation or warranty made in this Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the City in this Agreement or in the Bond contained, subject to the provisions of subsection (b) of this Section 901;
- (4) the issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the City relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the City or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of sixty consecutive days; or
- (5) the consent by the City to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the City or of any substantial part of its property, affairs, or assets.

(b) Anything herein to the contrary notwithstanding, no default under Section 901(a)(3) shall constitute an Event of Default until actual written notice of such default by registered or certified mail shall be given by the Bondholder to the City, and the City shall have had thirty (30) days after receipt of such notice to correct such default or cause such default to be corrected and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if such default be such that it cannot with due diligence be cured within the applicable period but can be wholly cured within a period of time not materially detrimental to the rights of the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected in accordance with and subject to any directions or limitations of time established by the Bondholder.

Section 902. Remedies. If any Event of Default has occurred and is continuing, the Bondholder may exercise any right, power, or remedy permitted to it by law and may proceed to protect and enforce the rights of the Bondholder by an action at law, suit in equity, or other

appropriate proceeding, whether for the specific performance of any covenant or agreement contained herein or in the Bond, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

Section 903. No Waivers or Election of Remedies; Expenses. No course of dealing and no delay or omission on the part of the Bondholder in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair or prejudice the Bondholder's rights, powers, or remedies, but any such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient. No right, power, or remedy conferred by this Resolution or by the Bond upon the Bondholder shall be exclusive of any other right, power, or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute, or otherwise, but each and every such right, power, or remedy shall be cumulative and shall be in addition to every other right, power, or remedy given under this Resolution or the Bond or now or hereafter existing at law, in equity, by statute, or otherwise. The City will pay to the Bondholder on demand such further amount as shall be sufficient to cover all costs and expenses of the Bondholder incurred in any enforcement or collection under this Section 903, including, without limitation, reasonable attorneys' fees, expenses, and disbursements actually incurred.

[END OF ARTICLE IX]

**ARTICLE X
SUPPLEMENTAL PROCEEDINGS**

Section 1001. Supplemental Proceedings Not Requiring Consent of Bondholders.

This Bond Resolution may be modified, altered, amended or expanded by the City without the consent of, or notice to, any of the Bondholders for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in the Resolution;
- (b) to grant to or confer any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of the Resolution additional rents, revenues, receipts, properties or other collateral;
- (d) to evidence the appointment of successors to any depositories, custodian, Paying Agent or Bond Registrar hereunder; and
- (e) to provide for the issuance of Parity Bonds in accordance with the provisions of this Bond Resolution.

Section 1002. Supplemental Proceedings Requiring Consent of Bondholders. The Resolution may, from time to time, be modified, altered and amended by adding to or rescinding in any particular any terms or provisions contained herein. Such modifications, alterations and amendments shall be made by a supplemental resolution. No such proceedings shall become effective unless the registered owners of at least fifty-five percent of the aggregate principal amount of the affected Bonds then outstanding shall have filed with the City, within sixty days after the adoption of such resolution, written consent to approval thereof. If the approval as herein required is received by the City, then the supplemental resolution shall thereafter form a part of the Resolution for any and all purposes.

Notwithstanding the preceding paragraph, nothing contained herein shall permit or be construed as permitting:

- (a) the extension of the maturity of any Bonds issued hereunder;
- (b) the reduction in or alteration of the interest on the Bonds or any modification of the terms of payment of principal and interest thereon; or
- (c) the reduction of the percentage of the principal amount of Bonds required for consent to such modification, alteration or amendment.

A modification or amendment of the provisions with respect to increasing payments required to be made to the Special Fund to pay principal of and interest on the Bonds shall not be deemed a change in the terms of payment.

If at any time the City shall seek to adopt any supplemental resolution for any purposes in this Section, it shall notify the Bond Registrar (if other than the City Clerk), and the Bond Registrar shall cause notice of the proposed execution of such supplemental resolution to be mailed by first class mail to the Bondholders, but no failure to mail any such notice nor any defect in any notice shall affect the right of the City to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Bond Registrar. Upon the adoption of any such supplemental resolution as in this Section 1002 permitted and provided the Resolution shall be deemed to be modified and amended in accordance therewith.

Section 1003. Effect of Supplemental Proceeding. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of the Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of the Resolution and shall be effective as to all owners of the then Outstanding Bonds and of any Parity Bonds, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

Section 1004. Resolution Constitutes Contract. The provisions, terms and conditions of the Resolution shall constitute a contract by and between the City and the owners of Outstanding Bonds, and, after the issuance of the Bonds, the Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the City adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the City by the provisions of this Article X.

Section 1005. Subsequent Proceedings Consistent With Resolution. Any subsequent proceeding or proceedings authorizing the issuance of Parity Bonds as permitted under the provisions of the Resolution shall not conflict with the terms and conditions of the Resolution, but shall, for all legal purposes, contain all the covenants, agreements and provisions of the Resolution for the equal protection and benefit of all owners of Bonds.

[END OF ARTICLE X]

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

Section 1101. Merger of Paying Agent. Any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the Paying Agent may be sold shall be the successor Paying Agent for the purpose of the Resolution.

Section 1102. Limitation on Liability from Funds on Deposit with the Paying Agent. Should any Bonds not be presented for payment when due, the Paying Agent shall retain, for the benefit of the owners of such bonds, a sum of money sufficient to pay such bonds when the same are presented by the owners thereof for payment. All liability of the City to the owners of such Bonds and all rights of such owners against the City under the Bonds or under the Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit with the Paying Agent.

If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, the Paying Agent, at the written request of the City, shall transfer to the City's general fund all funds theretofore held by it for payment of such bond. The Paying Agent shall thereupon be released and discharged with respect to such bonds, and such bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the City.

Section 1103. Validation. The Series 2026 Bond shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Bond Resolution and a copy hereof shall be served upon the District Attorney of the Ogeechee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Bulloch County.

Section 1104. Rebate Calculator. The City shall appoint and pay a Rebate Calculator, if necessary, to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Tax Code. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of the Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Tax Code. The City agrees to pay to the United States Treasury the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator, from amounts on deposit in the Rebate Fund or from other legally available funds. The City shall cause to be filed all reports required to be filed with the United States pursuant to Section 148(f) of the Tax Code in connection with the Bond.

Section 1105. Tax Covenants. The City recognizes that the owner of the Series 2026 Bond will have accepted it on, and paid therefor a price which reflects the understanding that interest thereon is exempt from federal and Georgia income taxation under laws in force at the time the Series 2026 Bond shall have been delivered. The City agrees that it shall not take or cause or permit to be taken, or fail to take or cause or permit to fail to be taken, any action which may render the interest on the Series 2026 Bond subject to federal or Georgia income taxation, or which, if reasonably expected on the date of issuance of any series of bonds, would have caused interest on any of the Series 2026 Bond to be subject to federal or Georgia income taxation.

The City covenants not to make or permit the use of, nor direct any depository or custodian to make any investment of, any proceeds of the Series 2026 Bond which, if such use or investment had been reasonably expected on the date of issuance of the Series 2026 Bond, would have caused such bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, and such regulations promulgated from time to time under said Section 148 as may be applicable to the Series 2026 Bond. The City further covenants that it will comply throughout the term of the Series 2026 Bond with the requirements of said Section 148 and any such applicable regulations to the end of preventing the Series 2026 Bond from become “arbitrage bonds.” Nothing contained in this Section shall be construed to impose contractual obligations on the City which are more onerous or burdensome than the requirements (as they shall exist from time to time) of said Section 148 and any such applicable regulations which must be observed in order to prevent the Series 2026 Bond from becoming “arbitrage bonds.”

Section 1106. Designation of the Series 2026 Bond as a Qualified Tax-Exempt Obligation. The City hereby designates the Series 2026 Bond as a “qualified tax-exempt obligation” within the meaning of § 265(b)(3) of the Code. The City covenants that the reasonably anticipated amount of tax-exempt obligations (including the Series 2026 Bond) which the City will issue, together with any tax-exempt obligations issued by any entity subordinate to the City and all other entities which issue obligations on behalf of the City, during the calendar year in which the Series 2026 Bond is issued does not exceed \$10,000,000.

Section 1107. Exemption from Disclosure Requirements. The City covenants that the disclosure requirements of U.S. Securities and Exchange Commission Rule 15c2-12 do not apply to the Series 2026 Bond because the issuance and delivery of the Series 2026 Bond to the purchaser thereof comply with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

Section 1108. Applicable Provisions of Law. The Resolution shall be governed by and construed in accordance with the laws of the State of Georgia.

Section 1109. Partial Invalidity. In case any one or more of the provisions of the Resolution or the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and the Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Revenue Bond Law, and, if any provisions hereof conflict with any applicable provisions of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1110. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date of payment of the principal of or interest on the Bonds or the date fixed for redemption of any Bonds shall be in the City of payment a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business date with the same force and effect as if made on the Interest Payment Date or on the date of stated maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1111. Authorization of Other Documents and Actions. The Mayor, City Clerk, City Attorney, or other officers or agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Bond Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2026 Bond, including but not limited to (i) negotiating and signing paying agency or other agreements with the bond registrar and paying agent named herein or any successor bond registrar or paying agent, (ii) negotiating and signing depository or other necessary agreements with the custodians of any funds described herein or any successor custodians of such funds, and (iii) executing and filing with the Internal Revenue Service a completed Form 8038-G upon closing of the Series 2026 Bond. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2026 Bond are ratified and approved.

Section 1112. [Reserved].

Section 1113. Financial Statements. The City shall, not later than 240 days from the end of each Fiscal Year of the City, provide to the Bondholder copies of the City's financial statements audited by a firm of certified public accountants. In the event audited financial statements are not available within 240 days from the end of said Fiscal Year, the City shall provide the Bondholder copies of the City's unaudited financial statements, and shall furnish copies of the audited financial statements to the Bondholder within 3 days of same becoming available. Upon written request, the City will provide to the Bondholder such financial or other information regarding the financial affairs of the City as the Bondholder shall reasonably request.

Section 1114. Captions. The captions or headings in this Bond Resolution are for convenience only and in no way limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

Section 1115. Repealer. Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Bond Resolution shall be and the same hereby are repealed, and the Resolution shall be in full force and effect from and after its adoption.

APPROVED AND ADOPTED this May 19, 2026.

THE CITY OF STATESBORO, GEORGIA

By: _____
Mayor

(SEAL)

Attest: _____
City Clerk

CLERK'S CERTIFICATE

Now comes the undersigned City Clerk of the City of Statesboro, Georgia ("the City"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Mayor and City Council in a public meeting properly and lawfully held and assembled on May 19, 2026, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of Official Code of Georgia Annotated.

(S E A L)

City Clerk

BOND DEBT SERVICE

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
04/01/2027	40,000	4.600%	172,979.17	212,979.17	
06/30/2027					212,979.17
10/01/2027			108,330.00	108,330.00	
04/01/2028	40,000	4.600%	108,330.00	148,330.00	
06/30/2028					256,660.00
10/01/2028			107,410.00	107,410.00	
04/01/2029	100,000	4.600%	107,410.00	207,410.00	
06/30/2029					314,820.00
10/01/2029			105,110.00	105,110.00	
04/01/2030	100,000	4.600%	105,110.00	205,110.00	
06/30/2030					310,220.00
10/01/2030			102,810.00	102,810.00	
04/01/2031	100,000	4.600%	102,810.00	202,810.00	
06/30/2031					305,620.00
10/01/2031			100,510.00	100,510.00	
04/01/2032	150,000	4.600%	100,510.00	250,510.00	
06/30/2032					351,020.00
10/01/2032			97,060.00	97,060.00	
04/01/2033	160,000	4.600%	97,060.00	257,060.00	
06/30/2033					354,120.00
10/01/2033			93,380.00	93,380.00	
04/01/2034	165,000	4.600%	93,380.00	258,380.00	
06/30/2034					351,760.00
10/01/2034			89,585.00	89,585.00	
04/01/2035	175,000	4.600%	89,585.00	264,585.00	
06/30/2035					354,170.00
10/01/2035			85,560.00	85,560.00	
04/01/2036	180,000	4.600%	85,560.00	265,560.00	
06/30/2036					351,120.00
10/01/2036			81,420.00	81,420.00	
04/01/2037	190,000	4.600%	81,420.00	271,420.00	
06/30/2037					352,840.00
10/01/2037			77,050.00	77,050.00	
04/01/2038	195,000	4.600%	77,050.00	272,050.00	
06/30/2038					349,100.00
10/01/2038			72,565.00	72,565.00	
04/01/2039	205,000	4.600%	72,565.00	277,565.00	
06/30/2039					350,130.00
10/01/2039			67,850.00	67,850.00	
04/01/2040	215,000	4.600%	67,850.00	282,850.00	
06/30/2040					350,700.00
10/01/2040			62,905.00	62,905.00	
04/01/2041	225,000	4.600%	62,905.00	287,905.00	
06/30/2041					350,810.00
10/01/2041			57,730.00	57,730.00	
04/01/2042	235,000	4.600%	57,730.00	292,730.00	
06/30/2042					350,460.00
10/01/2042			52,325.00	52,325.00	
04/01/2043	245,000	4.600%	52,325.00	297,325.00	
06/30/2043					349,650.00
10/01/2043			46,690.00	46,690.00	
04/01/2044	260,000	4.600%	46,690.00	306,690.00	
06/30/2044					353,380.00
10/01/2044			40,710.00	40,710.00	
04/01/2045	270,000	4.600%	40,710.00	310,710.00	
06/30/2045					351,420.00
10/01/2045			34,500.00	34,500.00	
04/01/2046	1,500,000	4.600%	34,500.00	1,534,500.00	
06/30/2046					1,569,000.00
	4,750,000		3,139,979.17	7,889,979.17	7,889,979.17

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: May 13, 2026

RE: May 19, 2026 City Council Agenda Items

Policy Issue: Consideration of resolution authorizing and directing City of Statesboro to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of any deficiency in the payment of debt service, if any, on the City of Statesboro, Georgia Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2026, anticipated to be issued and delivered on or about June 15, 2026.

Recommendation: Approval

Background: Queensborough Bank requires this resolution requiring City to commit funding beyond any potential TAD revenue shortfall.

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed Resolution

**STATE OF GEORGIA
COUNTY OF BULLOCH**

MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA

RESOLUTION 2026 - 21

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA TO APPROPRIATE FUNDS TO COVER DEFICIENCY IN TAD REVENUES

WHEREAS the City established the Old Register Tax Allocation District by Resolution on August 7, 2018; and

WHEREAS the City approved a Resolution on June 26, 2019 authorizing the Old Register TAD Projects, Series 2019 Revenue Bond with Truist Bank in the principal amount of \$4,750,000; and

WHEREAS the City approved a Resolution on July 18, 2023 authorizing the Old Register TAD Projects, Series 2023 Revenue Bond with Truist Bank in the principal amount of \$4,750,000 for the purpose of refinancing the Series 2019 Bond; and

WHEREAS the City has determined that it is in its best inters to refinance the Series 2023 Bond with the City of Statesboro Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2026, in the principal amount of \$4,750,000;

WHEREAS, Queensborough Bank is purchasing the Series 2026 and has requested assurances from City to cover any deficiency in TAD collections should they be insufficient to cover debt service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO THAT:

The City is hereby authorized and directed to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of any deficiency in the payment of debt service, if any, on the Series 2026 Bond, anticipated to be issued and delivered on or about June 16, 2026.

RESOLUTION APPROVED AND ADOPTED this May 19, 2026.

By: _____
Mayor

Attest: _____
City Clerk

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: Mayor and City Council
From: Charles W. Penny, City Manager
Date: May 13, 2026
RE: May 19, 2026 City Council Agenda Item

Policy Issue: Business Recruiter Intergovernmental Agreement with Development Authority of Bulloch County

Recommendation: Approval of Agreement to continue the Business Recruiter position

Background: In July 2022 city council approved an agreement with the Business Innovation Group at Georgia Southern University to establish a business recruiter position for the City of Statesboro. The initial agreement was for a 3 year term and was extended for one additional year in 2025. That agreement will end June 30, 2026.

Since its creation this position has been working to actively promote Statesboro and recruit new retail businesses to our community, with several successes. Under this new agreement that position will no longer be located and supervised by Georgia Southern University but, instead, will be relocated and employed by the Development Authority of Bulloch County. This change will bring alignment with other initiatives of the Authority and broaden the position's network and influence. The term of this agreement is for three years with a nine (9) month termination notice by either party.

Budget Impact: \$135,000.00 in year one, \$139,050.00 in year two, \$143,221.50 in year three.
Total cost of \$417,271.50

Attachment: Intergovernmental Agreement with the Development Authority of Bulloch County

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into as of _____, 2026 by and between the DEVELOPMENT AUTHORITY OF BULLOCH COUNTY (the "Authority"), a development authority and public body corporate and politic duly created under the Development Authorities Law, O.C.G.A. Section 36-62-1, et seq., as amended (the "Act"), and activated by resolution of the Board of Commissioners of Bulloch County, Georgia, and CITY OF STATESBORO (the "City"), a municipal corporation in the State of Georgia, each a "Party" and collectively the "Parties."

WHEREAS, the Authority serves as the economic development organization for Bulloch County, including as the primary point of contact for commercial and industrial interests, with county wide jurisdiction; and,

WHEREAS, the Authority desires to enhance its support for retail and related activities in the City of Statesboro and throughout Bulloch County, as outlined in "Forward Statesboro-Bulloch," the Authority's five year Strategic Plan; and,

WHEREAS, the City desires to recruit new retail and related entities to the community, as well as support existing retail and related activities in the City; and,

WHEREAS, the Parties recognize that the Authority provides a level of experience and expertise to support these goals; and,

WHEREAS, the services contemplated by this Agreement are of mutual interest and benefit to the Authority and the City;

NOW, THEREFORE, the Parties hereto agree as follows:

1. STATEMENT OF WORK

The Authority agrees to use its reasonable efforts to perform the activities described herein and in the Position Description appended hereto as Appendix A. The City recognizes and agrees that any individuals engaged and secured by the Authority to perform these activities, including employees, vendors, consultants, and others, are performing under the scope and supervision of the Authority.

2. PERIOD OF PERFORMANCE

The Agreement will be binding on the Parties during the period of July 1, 2026 through June 30, 2029, and will be subject to renewal or extension only by mutual written agreement of the Parties. However, either party may terminate this Agreement prior to expiration by providing at least nine (9) months' written notice of termination to the other party.

3. PRICE AND PAYMENT

As compensation for the performance of this Agreement, the City agrees to provide funds to the Authority at an initial rate of one hundred thirty five thousand dollars (\$135,000) annually, increased by 3% for each of the second and third years of the Agreement, with payments made monthly to the Authority on a prorated basis. The full compensation for the Agreement period will be as follows:

- Fiscal Year 2027: \$135,000.00
- FY 2028: \$139,050.00
- FY 2029: \$143,221.50
- TOTAL: \$417,271.50

Invoices for compensation shall be submitted to the following address:

- City of Statesboro
50 E Main Street
Statesboro, GA 30458
Attn: Charles Penny

Payment shall be sent to:

- Development Authority of Bulloch County
- 201 South Main Street, Suite A
- Statesboro, Georgia 30458

4. NOTICES

All notices to Parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either Party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

For the Authority:

- Development Authority of Bulloch County
Attn: Benjy Thompson, CEO
201 South Main Street, Suite A
Statesboro, Georgia 30458
Telephone: 912.536.5054
Electronic Mail: benjy.thompson@advantagebulloch.com

For the City:

- City of Statesboro
Attn: Charles Penny

50 E Main Street
Statesboro, GA 30458
Telephone: 912-764-5468
Electronic Mail: charles.penny@statesboroga.gov

15. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

16. SEVERABILITY

If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

17. ASSIGNMENT

This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

21. INDEMNITY

22. MISCELLANEOUS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

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
Cain Smith, City Attorney

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

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

From: Darren Prather, Central Services Director

Date: 5-13-2026

RE: Policy Issue: Recommendation—Broker for Property and Casualty
and Workers Compensation Insurance.

Recommendation:

The evaluation team's consensus is a recommendation to award a three (3) year contract with the option to renew for an additional two (2) years on a year to year basis to provide brokerage services for Property and Casualty and workers compensation insurance to Gallagher. While all brokers offered high-quality submittals and presentations, it was felt Gallagher best met the evaluation criteria and offered the best overall product to the City of Statesboro.

Background:

The City of Statesboro issued a request for qualifications (RFQ) to provide insurance brokerage services for Property and Casualty and Workers Compensation insurance. This RFQ brokerage method was selected to make sure the City had access to all insurance carriers in the market once a broker was selected. The opportunity was advertised per our policy and directly sent to all known interested local insurance agencies as well as many firms from other areas. This contract, if approved, will be for three (3) years with the option to renew for two (2) additional one (1) year terms on a year to year basis if agreed on by both parties. The RFQ submittals were evaluated by a five (5) member team comprised of City employees with experience in various areas of insurance. The team individually evaluated each submittal of participating brokers. After this initial stage, the top-ranked firms were invited for a presentation to the evaluation team. During both evaluation stages, each broker was evaluated by such criteria

as; experience, consulting ability, technologies available, service model, implementation ability, compliance resources, responsiveness to RFQ and references. After the submittals were reviewed and the presentations were viewed, a consensus for recommendation was reached by the evaluation team. Once selected and approved, the successful firm will shop all the markets to offer the City the best options from carriers for our approval. The selected broker will be paid as a percentage of the premium and this will be negotiated by the City during this process. The selected carrier will be presented to Council for approval after this process has been conducted. Gallagher is located locally (Formally Glenn/Davis) and has provided excellent service in the past.

Council Person and District: All

Attachments: None

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
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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: May 12, 2026

RE: Proposed Contract Amendment 1 with Cranston Engineering for Design Services on ENG-92 West Main Streetscape Design Services

Policy Issue: Contract Amendment

Recommendation: Engineering staff recommends approval of the proposed Contract Amendment 1 in the amount of \$29,900.

Background:

A contract with Cranston Engineering for design services on the ENG-92 West Main Streetscape project was approved by City Council on April 19, 2024, in the amount of \$181,360. The project includes drainage, sidewalk, safety improvements, lighting improvements, parking, and landscaping improvements on West Main Street from North Main Street to South College Street. Also, a contract amendment in the amount of \$79,850 was approved on June 18, 2024 with included drainage upgrades to address flooding as well as lighting and landscaping upgrades on East Main Street, from North Main Street to Railroad Street. The design is approximately 95% complete.

After Cranston submitted final design plans in December of 2025, staff reviewed the plans and requested that Cranston revise the sidewalk plans to eliminate the steps at the entrances to some of the businesses to provide additional accessible entrances for disabled persons. Staff also requested revisions to the parking, landscaping, electrical, and lighting plans as well. These design revisions were not included in the original scope of the project. The proposed contract amendment also includes bid phase support, with includes handling requests for information during the construction bidding, as well as evaluation of the bids and recommendation of a contract award for construction.

Budget Impact: The original contract with Cranston was \$181,360. Contract Amendment 1 was \$79,850. Proposed Contract Amendment 2 is \$29,900, which would give a total contract cost of \$291,110. ENG-92 has \$2,500,000 in 2018 TSPLOST funds budgeted for FY 2026.

Council Person and District: Paulette Chavers, District 2

Attachments: Proposal from Cranston Engineering

Copy: Cindy West, Director of Finance



CRANSTON

CranstonEngineering.com

452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

April 30, 2026

City of Statesboro
Attention: Brad Deal, P.E.
22 W. Grady Street
Statesboro, GA 30458
brad.deal@statesboroga.gov

Re: West Main – East Main Streetscape
Additional Engineering Services
Cranston File No.: 24CRA0108

Dear Mr. Deal,

In accordance with your request, we are pleased to offer this proposal to provide additional professional engineering services for the West Main – East Main Streetscape project.

This proposal outlines the project as we understand it, the scope of services offered, and the proposed fees.

PROJECT DESCRIPTION

Streetscape improvements are proposed along West Main Street and East Main Street between College Avenue and Railroad Avenue. The improvements proposed along West Main Street include the relocation of most on-street parking to a new parking lot at 45 West Main Street with travel lane reconfiguration to create safer pedestrian corridors through the project area. New streetlights, hardscapes, and accessible routes are being added along West Main Street. Improvements along East Main Street, which are more aesthetic in nature, include pavement milling and inlay and new street trees with at-grade planter wells. Additional improvements along East Main Street include added hardscape areas to increase space for pedestrians. Drainage systems along West Main and East Main Street are being replaced to more effectively capture surface flow and increase hydraulic conveyance capacity.

PROJECT BACKGROUND

Cranston initiated services during the summer of 2024 with West Main Street as the only proposed streetscape improvements. East Main Street was then added to the scope of work and survey services were completed during August 2024. During the design process the project was paused due to a natural disaster, Hurricane Helene during September 2024. The design process restarted following the November 14, 2024 Public Meeting and subsequent public comment period.

The first quarter of 2025 included significant utility coordination and engineering design. The project was again paused in March 2025 with the change of City Engineer. Design services restarted during May 2025 with a design review meeting. During that meeting Cranston was asked to assess a section of the downstream storm sewer system along East Main Street and Railroad Street to further validate our concerns relating to potential downstream impacts resulting from the East Main Street drainage system upgrades. Although not in our original scope, Cranston delivered the downstream assessment on June 6, 2025, for City review of potential downstream storm sewer improvements.

Final design services were completed throughout the fourth quarter of 2025. A public meeting was held on December 17, 2025, that included the Statesboro Downtown Development Authority and several local business owners. Drawings and Contract Documents were submitted on January 30, 2026. Additional design comments were provided to us on April 10, 2026, that will require revisions to the design drawings. Between February and April 2026 Cranston has accrued \$12,137.50 of Work at Risk time associated with design updates, continued utility coordination, and bi-weekly meeting attendance. We estimate approximately \$12,500 of additional time will be necessary for final engineering, coordination between disciplines, and QA-QC.

Based on the recently requested updates, past project delays beyond our control, and completed services that were outside of our contracted scope, Cranston respectfully proposes the following supplemental scope of work and fees.

SCOPE OF WORK

TASK 1: FINAL CONSTRUCTION DOCUMENTS

- Cranston will finalize Construction Drawings and Contract Documents for public bidding.
- Any final permit-related updates will be made and incorporated into the final documents.
- A final opinion of probable construction cost will be delivered.

TASK 2: BID PHASE SUPPORT

- Cranston will attend a pre-bid meeting where we will provide an overview of the project requirements
- We will respond to pre-bid questions and issue Addenda as necessary.
- Cranston will attend the bid opening and review all bids for general conformance and completeness.
- We will prepare a bid tabulation for review with you. We will issue a letter of recommendation relating to contract award.

DELIVERABLES

- Cranston will deliver Final Construction Drawings and Bid Documents in accordance with the direction provided by the City on April 10, 2026.
- Cranston will continue utility coordination as necessary.
- Cranston will provide a Final Opinion of Probable Construction Cost.

FEE PROPOSAL

We propose to deliver the professional engineering services as outlined below:

TASK	DESCRIPTION	PROPOSED FEE
1	Final Construction Drawings <i>(Lump Sum)</i>	\$ 24,600.00
2	Bid Phase Support <i>(Lump Sum)</i>	\$ 5,300.00
Total Basic Services		\$ 29,900.00
	Reimbursable Expenses <i>(Time & Materials Estimate)</i>	\$ 500.00

We will submit monthly invoices for work completed to date. Payment will be due within 30 days from the date on the invoice.

ASSUMPTIONS / EXCLUSIONS

This proposal is based on the following assumptions:

- Construction Administration is excluded.
- Construction Materials and Testing are excluded.
- Stormwater sampling and monitoring are excluded.
- Electrical Inspections are understood to be performed by Dominion or their subcontractor.
- Fiber optic inspections are excluded.
- Public Meetings/Project Stakeholder meetings are excluded.
- Any services not expressly included in this proposal are excluded. Additional services may be provided on a time and materials basis or as a separate agreement.

TIME OF COMPLETION

We are prepared to begin work at your direction and anticipate delivering bid ready documents in three (3) weeks.

We appreciate your confidence in our firm and the opportunity to prepare this proposal. We trust that you find it satisfactory. Should you have any questions concerning the scope of the services offered, or the fees, we will be happy to meet and discuss any aspect.

Sincerely,
CRANSTON LLC

Tom Dunaway, P.E., MBA
Vice President of Operations

TERMS AND CONDITIONS

These terms and conditions govern all work and services (the "Services") provided by Cranston LLC ("Company") to customers. By requesting or agreeing to Service(s) from the Company, you the customer ("Customer") agree to be legally bound by these Terms and Conditions (the "Agreement"). If you do not agree with this Agreement without limitation or qualification, you should not request or accept Services from the Company.

- 1. ACCEPTANCE:** The term "Service(s)" throughout this Agreement includes, without limitation, raw materials, parts, components, labor and services provided to the Customer. Any Estimate, Quotation, or Engagement Letter that has not been accepted by both parties is hereby referred to as an "Offer." Offers provided by the Company are not binding on the Company until accepted by the Customer in writing or via an electronic approval method designated by the Company. If Customer does not accept the Offer within fifteen (15) days of Customer's receipt thereof, the Offer will be considered invalid with the exception that a longer validity period is not expressly stated in the Offer. Customer understands that by requesting Service(s), they are presenting themselves as the owner of the property where Service(s) will be performed or are authorized by the owner to fully represent their interest in the property. **NO PURPORTED ACCEPTANCE OF ANY ORDER ON TERMS AND CONDITIONS WHICH MODIFY, SUPERSEDE, OR OTHERWISE ALTER THE TERMS AND CONDITIONS HEREOF SHALL BE BINDING UPON THE COMPANY, ARE EXPRESSLY DISCLAIMED, AND SHALL BE DEEMED REJECTED, UNLESS THEY ARE ACCEPTED, IN WRITING, BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY.** By requesting services from the Company, the Customer represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The Company's delivery of the Services indicates its acceptance of this Agreement.
- 2. TERMINATION OF WORK PRIOR TO COMPLETION:** The parties may terminate this Agreement as follows: (1) by mutual, written consent of all parties; or (2) by either party by providing thirty (30) days written notice, provided that in the event that Customer terminates such Agreement without cause or the Company terminates such Agreement due to any breach by Customer, the Customer shall pay an early termination fee equal to the remaining direct, unrecoverable costs. The Company will, at its sole discretion, make efforts to reduce the cost to the Customer by canceling orders and returning or repurposing materials. Customers will only be charged for purchases, restocking fees, or charges associated with cancellation of orders that were not avoided by the Company's efforts. The parties agree that otherwise, injury to the Company caused by any breach by Customer would be difficult or impossible to estimate. The Parties intend to provide for liquidated damages, and the amount of the early termination fee described herein is a reasonable and proportional estimate of the Company's probable loss.
- 3. PAYMENT TERMS:** Payment is due in full within thirty (30) days from the invoice date unless otherwise stated explicitly in writing by an authorized representative of the Company. Any dispute of an invoice must be submitted within 30 days of the invoice date. Unpaid balances beyond sixty (60) days may accrue late fees at a rate of 2% per month starting from the invoice date.
- 4. RIGHT TO LIEN:** To the fullest extent permitted under law, the Company reserves the right to lien the serviced property for any past-due balance and the Customer shall be charged all attorney fees, costs and expenses associated with implementing said lien.
- 5. LIMITATION OF LIABILITY:** The Company shall not be liable for indirect, incidental, or consequential damages arising from the Services. The Company's maximum liability, in the aggregate, shall not exceed the amount paid by the Customer for the specific Service(s) performed.

Initials_____

6. ACCESS AND WORK CONDITIONS: The Customer must provide reasonable access to the work site and ensure that conditions are safe for the Company's personnel. Failure to provide access or safe working conditions will be treated as a cancellation or termination, as the case may be, and may be subject to a cancellation or termination fee. The Company is not responsible for damage to hidden utilities, structures, or pre-existing issues that were not visible upon initial inspection.
7. SCOPE OF SERVICES: The scope of the Services is defined by the Offer as agreed by the Customer. For Service(s) provided without an Offer, the Services are defined as the work performed in response to the request made by the Customer. Any changes to the agreed-upon Services provided in an Offer must be documented and may result in additional charges. Cranston will perform the Services in a workmanlike manner consistent with industry standards. Cranston does not make any other warranty, express or implied.
8. GOVERNING LAW AND VENUE: This Agreement shall be governed by all applicable laws of the State of Georgia. The parties shall attempt in good faith to resolve disputes arising under or with respect to this Agreement. The parties agree that the state and Federal courts located in Richmond County, Georgia shall be the exclusive venue for litigation of any such issues or disputes that cannot be satisfactorily resolved between them. The Customer consents to personal jurisdiction in such courts.
9. LIMITATION OF ACTION. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one (1) year after such action has accrued.
10. ATTORNEY FEES. The prevailing party in any lawsuit arising or related to this Agreement shall be entitled to reasonable attorney fees and costs incurred.
11. FORCE MAJEURE. The Company shall not be liable for damages, delay, or default in performance if such is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions or quarantines, wars, pandemics, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft and/or any other cause beyond the reasonable control of either party. Any delay or failure of a party to perform its obligations under this Agreement will be excused if and to the extent that such failure was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of the Force Majeure event.
12. CONFLICTING PROVISIONS. This Agreement may only be superseded by a contract signed and executed by an authorized representative of the Company and the Customer. Any such contract shall only be binding upon the parties signing the contract. In the event of a conflict between the provisions of any such contract and the provisions of this Agreement, the provisions of this Agreement shall govern unless explicitly stated otherwise in the contract.
13. SURVIVAL. The provisions of this Section and of those Sections of this Agreement entitled Right to Lien, Payments, Warranty, Limitation of Liability and Governing Law and Venue shall survive termination or expiration of this Agreement.
14. SEVERABILITY. If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
15. ENTIRE AGREEMENT. The terms of this Agreement, along with any estimates accepted by the Customer and invoices provided by the Company, constitute the entire agreement between the Company and the Customer and supersede any prior agreements or understandings.

Initials_____

ACCEPTED:

CITY OF STATESBORO

BY: _____

TITLE: _____

DATE: _____