



June 2, 2026 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Ginny Hendley
3. Recognitions / Public Presentations:
 - A) Ceremonial Signing between the City of Statesboro and the United States Army.
 - B) Presentation of a Proclamation recognizing June 8-12, 2026 as Municipal Court Clerks Week.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-12-2026 Budget Work Session Minutes
 - b) 05-19-2026 Work Session Minutes
 - c) 05-19-2026 Council Minutes
 - d) 05-19-2026 Executive Session Minutes
6. Public hearing to solicit input on the proposed FY2027 Budget for the City of Statesboro.
7. Public hearing and second reading for consideration to approve **Ordinance 2026-01**: An Ordinance amending the Unified Development Code to create zoning classifications and requirements for the development of Technological Facilities & Data Centers.
8. 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):

Annie's Nail Salon PT2
Owner: Tom Berry
Location: 105 Tormenta Way, Unit B1
License Type: Low Volume
9. Consideration of a motion to approve **Resolution 2026-22**: A Resolution calling for a Special Election to fill the unexpired term of the vacant District Two Council Seat; fixing the qualification fee for candidates, and authorizing publication.
10. Consideration of a motion to approve **Resolution 2026-23**: A Resolution approving the increase of health insurance rate premiums for current and retired employees.

11. Consideration of a motion to approve **Resolution 2026-24**: A Resolution requesting approval to apply for Assistance to Firefighters Grant for the City of Statesboro, Georgia.
12. Consideration of a motion to approve an amended IGA with Bulloch County, Brooklet, Portal, and Register regarding the Floating Local Option Sales Tax (FLOST), in order to comply with Senate Bill 33.
13. Consideration of motion to approve a limited warranty deed conveying a one-half undivided interest in Parcel 135 000010 000, a one acre parcel on WW Mann Center Road in Bulloch County
14. Consideration of a motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY 2027.
15. Consideration of a Memorandum of Understanding with GeorgiaForward, Inc. to host the 2026 Youth Symposium in Statesboro, Georgia.
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



CEREMONIAL SIGNING AGREEMENT
BETWEEN
THE UNITED STATES ARMY
AND
CITY OF STATESBORO

CITY OF STATESBORO AND THE UNITED STATES ARMY PARTNERSHIP FOR YOUR SUCCESS (PaYS) PROGRAM REAFFIRMS THE COMMITMENT MADE BY THE SIGNING OF THE OFFICIAL PARTNERSHIP MEMORANDUM OF AGREEMENT. TOGETHER THE UNITED STATES ARMY AND CITY OF STATESBORO WILL PROVIDE SOLDIERS THE OPPORTUNITY TO SERVE THEIR COUNTRY WHILE GAINING VALUABLE SKILLS AND EXPERIENCE, AS THEY PREPARE FOR THEIR FUTURE. THIS PARTNERSHIP CONFIRMS THE VALUE OF MILITARY SERVICE TO THE NATION.

JONATHAN MCCOLLAR
Mayor
City of Statesboro

CRAIG A. HENDERSON
LTC, EN, GAARNG
Commanding

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

IN RECOGNITION OF MUNICIPAL COURT CLERKS WEEK

June 8 – 12, 2026

- WHEREAS:** Municipal Court Clerks play a significant role in ensuring that municipal courts preserve public safety and promote quality of life in the City of Statesboro and local municipalities across the state; and,
- WHEREAS:** the procedures for the Statesboro Municipal Court operations are set forth by the Uniform Rules of Municipal Court and other laws of the State of Georgia; and,
- WHEREAS:** more people come in contact with Municipal Court Clerks than all other city services combined and public impression of the Statesboro judicial system is largely dependent upon the public's experience in municipal court; and,
- WHEREAS:** Municipal Court Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and,
- WHEREAS:** the Statesboro Municipal Court is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; Municipal Court Clerks act in a manner that promotes public confidence in the integrity and impartiality of the judiciary; and,
- WHEREAS:** it is most appropriate that we recognize the accomplishments and significant role the Municipal Court Clerks play in preserving the public confidence, integrity and impartiality of the judiciary.

NOW, THEREFORE, IN WITNESS WHEREOF, I Jonathan McCollar, Mayor of the City of Statesboro do recognize the week of June 8 - 12, 2026 as

MUNICIPAL COURT CLERKS WEEK

And further extend appreciation to our Municipal Court Clerk and Municipal Deputy Court Clerks for the vital services they perform and exemplary dedication to the communities they represent and serve.

SO PROCLAIMED this 2nd day of June, 2026

Jonathan McCollar, Mayor



**CITY OF STATESBORO
COUNCIL BUDGET WORK SESSION MINUTES
May 12, 2026**

A budget work session of the Statesboro City Council was held on May 12, 2026 at 2:00 p.m. in the Council Chambers at City Hall. Present were Mayor Jonathan McCollar, Council Members: Tangie Johnson, Paulette Chavers, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles, Finance Director Cindy West. Absent was Councilmember Ginny Hendley.

Mayor Jonathan McCollar called the meeting to order.

Review of the Proposed City of Statesboro Fiscal Year 2026 Operating Budget.

City Manager Charles Penny opened the budget presentation by characterizing the FY 2027 budget as the most challenging budget he had prepared to date, emphasizing that it contains no surprises but is a lean, foundational document focused on sustaining core city operations. The presentation covered budget priorities, revenue trends, expenditure increases, fund balances, and the primary fiscal challenge driving the proposed millage rate increase.

Budget Priorities and Overview

Mr. Penny outlined four central priorities for FY 2027: public safety, employee retention and recruitment, utility infrastructure investment focused on natural growth areas, and expansion of the city's tax base. He noted that employee turnover has remained below 5 percent for each of the past two years, which he credited to competitive compensation but also acknowledged means budgeted funds are fully expended with fewer vacancy savings. No new personnel positions are included in this budget.

The total proposed budget across all funds amounts to approximately \$110,865,965, compared to \$106,930,650 in FY 2026 — a roughly 5 percent overall increase. After netting out inter-fund transfers, total expenditures are approximately \$90,148,430, with total operating funds of \$62,780,440 for FY 2027, up from approximately \$59 million in FY 2026.

Revenue Trends and Tax Base Growth

Mr. Penny reported approximately \$700,000 in new revenue growth attributable to recent development activity, including major residential and mixed-use projects such as Charm (a \$62 million development), Grant Point apartments on Lovett Road, developments along Stockyard Road and Miller Street Extension, and Bryant Plan. He noted that the Old Register Tax Allocation District (TAD) revenue is not yet factored in, as that debt must first be retired. Commercial development growth was acknowledged as more limited.

For property tax revenue projections, the City is conservatively using an 8 percent property tax digest growth figure pending final numbers from the Tax Assessor's Office. Mr. Penny expressed optimism that the actual figure may be higher. Franchise fee revenue was also highlighted as a positive trend, projected to grow from approximately \$2.3 million to \$2.5 million.

The current millage rate stands at 8.625 mills. For context, Bulloch County's rate is 11.335 mills and the Board of Education's rate is 10.4 mills. The historical low for the City's millage rate was 6.358 mills.

Compensation and Employee Benefits

Staff recommended a 2 percent pay adjustment for all employees. This recommendation is below the 3 to 3.5 percent adjustment suggested by the City's compensation consultant, reflecting sensitivity to the

financial burden on citizens. The inflation rate as of March 2026 stood at 3.3 percent. Council was also informed that a 15 percent increase in employee-related insurance premiums is being recommended — the first such increase in seven years. Because these premiums are pre-tax deductions, staff noted the effective impact on employees is reduced. A separate discussion regarding retiree health insurance is planned for the next work session, as figures were still being finalized.

General Fund and Fire Service Fund

The General Fund budget (combined with the Statesboro Fire Service Fund) increases from approximately \$32.3 million in FY 2026 to approximately \$33.7 million in FY 2027, representing a 5 percent increase. Approximately 75 percent of the combined general fund and fire fund budget is comprised of salary and benefit costs.

Key expenditure increases within the general fund include:

- Flock License Plate Reader Equipment: \$170,000, previously covered by a grant that has expired. The technology has been instrumental in solving crimes and the City intends to continue the program at its own cost.
- Streetlight Electricity: An increase of \$100,000.
- Credit Card Processing Fees: An increase of \$80,000.
- Fusus Camera Network (Annual Contract): Previously grant-funded; now absorbed into the operating budget.
- Increased Transfer to Fire Service Fund: The single largest driver, rising from \$3,200,000 to \$7,400,000.

Statesboro Fire Service Fund — Primary Budget Challenge

Mr. Penny identified the dissolution of the Bulloch County Fire District as the central fiscal challenge of the FY 2027 budget. The loss of the fire district agreement, which took effect in July 2025, eliminated approximately \$2,755,000 in revenue. Additionally, the SAFER grant — which funded 12 firefighter positions at approximately \$3,000,000 — is set to expire in August 2026. Together, these losses require the City to fully absorb the cost of a fire department that had previously been partially subsidized. He also noted that the department added dispatchers to improve fire ground management, removing reliance on the county 911 center during active incidents.

To bridge the gap in FY 2026, the City made inter-fund loans from enterprise funds — \$1,800,000 from the Water Fund, \$700,000 from the Solid Waste Collection Fund, and \$680,000 from the Natural Gas Fund — to be repaid over ten years. Staff advised that this approach was not sustainable and could not be repeated for FY 2027. The new fire station, funded through SPLOST, is anticipated to come online in late summer 2026, with a new quint fire truck expected for delivery around the same time.

Staff recommended completing a feasibility study for a fire service fee as a potential future funding mechanism, though this was not incorporated into the current budget calculation. Mr. Penny noted that any implementation of a fire service fee should ideally be supported by legislative clarity to avoid litigation risk.

Fund Balance and Millage Rate Recommendation

The budget is balanced using only \$205,210 from the General Fund, fund balance. The City's policy target is to maintain a 25 percent fund balance. With the General Fund budget rising to approximately \$32 million, the required fund balance to meet that target is approximately \$8,000,000. Staff acknowledged that the FY 2026 ending fund balance is projected to fall short of the 25 percent target — estimated at approximately 19 to 21 percent — due to the increased transfer to the fire fund. The FY 2026 fund balance is expected to close at approximately \$6.5 million, pending year-end reconciliation.

To fully fund operations for FY 2027, staff identified a required increase of \$3,835,000, driven entirely by the dissolution of the fire district and the expiration of the SAFER grant. Staff presented the alternative of not increasing the millage rate, concluding it would require the elimination of approximately 40 positions citywide — a step the City Manager stated he could not recommend, as it would severely degrade service delivery to residents.

The proposed millage rate increase would result in an estimated annual tax increase of approximately \$376 for a home valued at \$250,000 (taxed at 40 percent of assessed value, with homestead exemption applied), rising from approximately \$845 to approximately \$1,225 per year.

Critically, staff noted this is expected to be a one-year impact. Beginning in July 2027, the City anticipates receiving Floating Local Option Sales Tax (FLOST) funds — estimated at approximately \$3,500,000 annually — which would allow the millage rate to be rolled back to approximately its current level in FY 2028.

Enterprise and Utility Funds

No rate increases are proposed in the Water and Sewer Fund (\$12.3 million, a 3 percent budget increase), Stormwater Fund (\$1,016,000, a 5.8 percent budget increase), Natural Gas Fund (\$5.8 million, a 6.9 percent decrease driven by market conditions), Solid Waste Collection Fund (less than 1 percent increase), or Solid Waste Disposal Fund (10 percent increase). The City Manager noted that the Natural Gas Fund is market-sensitive and capacity expansion — particularly for industrial use in the southern corridor toward Highway 16 — will be a priority in future planning.

Capital Project Priorities

Staff identified housing rehabilitation and sewer installation in unserved areas as key capital priorities, funded in part through SPLOST and residual ARPA funds. Several neighborhoods — including Fox Lake, Ramblewood, and Quail Run — have already received sewer connections. Additional areas remain to be served and funds have been set aside for that work.

Next Steps

Mr. Penny indicated that the proposed budget will be made available to the public online beginning the following Monday and will be available in the City Clerk's office for public review. A public hearing is scheduled for June 2, 2026, with formal budget adoption anticipated on June 16, 2026. Additional discussion of retiree health insurance matters is planned for the next work session.

Mayor McCollar offered closing remarks, characterizing the budget situation as sobering but avoidable, and noting that the 47-year partnership with the county was disrupted by a decision made without the presence of senior county leadership.

No action was taken.

The meeting was adjourned at 3:07 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
WORK SESSION MINUTES
MAY 19, 2026

Mayor & Council Work Session

50 East Main Street

3:30 PM

A Work Session of the Statesboro City Council was held on May 19, 2026 at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Tangie Johnson, John Riggs, and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Affairs Manager Layne Phillips. Absent was Councilmembers Paulette Chavers and Ginny Hendley.

1. Quarterly Financial Report

Cindy West, Director of Finance presented the Third Quarter Financial Report through March 2026.

In the General Fund, 92% of revenues have been collected, which is higher than the same period in the prior year, driven by increases in insurance premium taxes, franchise taxes (notably Georgia Power), and property taxes. Expenditures exceeded the prior year by over \$1 million, primarily due to personnel costs, with 74% of the budget expended.

The Statesboro Fire Fund shows that revenues were relatively flat with 78% of budgeted revenues collected. Expenditures showed only a slight increase over the prior year due to personnel-related costs, with 72% of the budget expended.

Water & Sewer revenues were lower than the prior year, attributed to a decrease in water tap fees, sewer tap fees, and ATC fees resulting from fewer permits pulled. The fund had collected 69% of budgeted revenues, with expenditures flat at 70% of budget expended.

Stormwater revenues reflected only 19% of budget collected, a grant held in the fund is not recognized as revenue until reimbursement is requested. Expenditures were relatively flat at 76% of budget expended.

Natural Gas revenues showed a decrease attributable to reduced commercial and industrial usage. Expenditures reflected an approximately \$800,000 increase driven by fluctuating natural gas purchase prices, with 73% of the budget expended. Solid Waste Collection had an increase in rates that are reflected in higher revenues, with 74% of the budget collected. Expenditures were flat at 73% of budget expended.

Solid Waste Disposal revenues were up from the prior year largely due to the sale of a piece of equipment totaling approximately \$260,000. Expenditures showed a significant decrease compared to the prior year, which was attributed to reduced contract labor services following Hurricane Helene cleanup activity in the prior period. 71% of the budget had been expended.

SPLOST & TSPLOST: Ms. West noted that collections generally followed a seasonal trend. The 2026 trend was higher than July through October, dipped below prior-year levels from November through December, saw an increase in January, and was trending upward again in March. It was noted that retailer remittances to the state are delayed by approximately one month, so January collections reflect December consumer spending.

Hotel/Motel Tax: Collections were approximately \$20,000 below the prior year through March.

2. Data Centers

Director of Planning and Development Justin Williams, presented the proposed Unified Development Code amendment introducing a new Section 2.40.14 governing data centers. This presentation mirrored what had been delivered to the Planning Commission, which had recommended adoption of the ordinance as presented.

The ordinance establishes two tiers of data center facilities. An edge data center is defined as a facility on a maximum of 50 acres, and a hyper-scale data center is defined as a facility on a maximum of 200 acres — the threshold above

which a Development of Regional Impact review would be triggered at the state level. Sensitive receptors are defined as churches, schools, residences, and similar nearby land uses.

Edge and hyper-scale facilities would be permitted in Highway Oriented Commercial, Light Industrial, Mixed Use, and Office zoning districts, with the caveat that hyper-scale facilities would not be allowed in Mixed Use or Office districts. Edge facilities require a 75-foot setback from sensitive receptors and a 50-foot minimum vegetated buffer. Hyper-scale facilities require a 300-foot setback from sensitive receptors and a 200-foot vegetated buffer, planted with species from the City's approved tree list and supplemented by fencing.

All facilities, regardless of size, must connect to municipal sewer and water and must use closed-loop water cooling systems. A water management plan detailing peak usage is required. A noise study establishing the ambient noise level at a given location is required. Facilities may not exceed the ambient level, with a general cap of 50 decibels. The UDC Administrator may require compliance with the Georgia Stormwater Management Manual. A 35% tree canopy requirement applies, with provisions to incentivize preservation of wetland areas that may not meet the Corps of Engineers' formal classification threshold. Roof-mounted equipment must be screened by parapet walls or full enclosure. Maximum building height is established at 65 feet, with allowance to 75 feet in specified circumstances.

Applicants are required to submit a report documenting the positives of the project. A decommissioning plan must also be provided, ensuring that should the facility become defunct, all IT infrastructure will be removed and the building returned to a condition suitable for general commercial use. A special use permit has a 24-month clock within which the permittee must commence action. The process begins with a pre-application consultation meeting, followed optionally by a letter of allowance regarding power infrastructure, a Right Start meeting, any necessary zoning map amendment, and concurrent special use permit consideration by the City Council. The first reading is at the council meeting this evening.

Mayor Pro Tem Shari Barr asked what the alternatives were, Justin Williams stated one of the alternatives is the outright prohibition of hyper-scale facilities, effectively capping all data center development at 50 acres. The substitute also incorporates additional environmental language, including bio-swales as a permitted infiltration measure and language drawn from feedback provided by Greenboro regarding green infrastructure standards.

City Manager Charles Penny stated there was some language that was not included and that was data centers be permitted only on previously developed land, prohibiting the clearing of woodland areas. After discussion, Council and staff generally did not support incorporating this restriction into the ordinance, noting that no such requirement is imposed on other types of commercial development outside of wetland protections administered by the Corps of Engineers.

Council members who had participated in a tour of data center facilities in the Atlanta area, including sites in Alpharetta and Social Circle (Meta), noted that edge centers in particular were visually indistinguishable from standard office or bank buildings and produced no perceptible noise at the property line. The Mayor expressed confidence that the City's infrastructure could accommodate edge-scale facilities and suggested that hyper-scale development might be more appropriate for the county. Council generally appeared to align with the more stringent substitute ordinance prohibiting hyper-scale facilities.

Mayor Pro Tem Shari Barr, recommended that the ordinance use dBC (which captures low-frequency vibrations) rather than dBA measurements, as dBC accounts for sub-audible bass frequencies that can be disruptive over time. Staff acknowledged the comment and noted that consideration of dBC was included in the revised language.

Council discussed whether language encouraging the use of reclaimed or non-potable water for cooling should be mandatory rather than aspirational. City Manager Charles Penny cautioned that mandating reclaimed water use could impose corresponding infrastructure obligations on the City, noting that currently only Georgia Southern University uses the City's gray water system. Staff agreed that language encouraging use — rather than requiring it — was the appropriate approach at this stage, with the expectation that revenue from future data centers could fund infrastructure expansion over time.

City Attorney Cain Smith, clarified that because the ordinance had not yet received a first reading before the City Council, the substitute (more stringent) version could be brought forward for first reading at the regular 5:30 p.m. session that evening without the matter having to return to the Planning Commission. Any substantive changes made after a first reading would restart the process, but no such change had yet occurred.

City Manager Charles Penny also noted that a public hearing had been advertised for the 5:30 p.m. meeting and encouraged Council to hear public comment before taking action. Council retained full discretion over whether to proceed to a vote following the public hearing.

3. Old Register TAD Bank Proposals

Doug Gebhardt with Davenport & Company presented the results of the Request for Proposals process for permanent financing of the Old Register Tax Allocation District (TAD) bond.

Back in 2019, the City issued a \$4,750,000 bond to fund public infrastructure — roads, sidewalks, and related improvements — within the Old Register TAD district. The bond was structured as an interest-only instrument while development came online. Due in part to the COVID-19 pandemic, the bond was rolled forward at its 2023 maturity. With the next maturity approaching in August 2026, staff and financial advisors recommended moving to permanent, fully-termed financing.

The RFP was distributed to local, regional, and national lending institutions. Two proposals were received: one from Queensborough Bank and one from Truist Bank. Mr. Gebhardt explained that the limited response pool was expected given the 20-year term sought and the specialized nature of TAD financing, which relies solely on district revenues rather than the City's full faith and credit. Truist Bank's proposal was deemed non-compliant, as it proposed a shorter term, a variable rate, and an amortization structure incompatible with the City's projected cash flows.

The recommended proposal from Queensborough Bank offers a 20-year fixed-rate term at 4.6% interest with no closing costs, and an anticipated closing date of June 16. Mr. Gebhardt highlighted that the fire station financing completed at the end of the prior year carried a 4.5% rate with the City's full faith and credit pledged; the fact that a TAD-backed obligation achieved a rate only 0.1% higher was characterized as "a tremendous outcome" and "a real home run." The planning rate used in the prior work session presentation had been 5%, making the final rate nearly a half-percent below projections.

Staff negotiated with Queensborough Bank to include an extraordinary prepayment provision allowing the City to apply surplus TAD revenues to retire the bond ahead of schedule without triggering prepayment penalties, provided the payoff comes from surplus funds rather than a third-party refinancing. This preserves the City's ability to accelerate debt retirement as TAD revenues grow.

The debt service schedule is structured to ramp up gradually in early years, allowing TAD revenues to accrue. Cash flow projections were described as extremely conservative, assuming a decline in assessed values related to a FLOST reduction in fiscal year 2027, no future development beyond existing projects, only 1% annual revenue growth, and no millage rate increases related to fire fees. Even under these conservative assumptions, projected revenues are sufficient to service the debt and satisfy the bullet maturity at the end of the term. Staff noted that dirt was already moving on a new development site across from the clubhouse in the district, suggesting revenues could grow more quickly than modeled.

Closing costs and any interest payment due at closing will be paid from existing cash in the TAD fund, as the authorizing redevelopment plan caps the bond at \$4,750,000.

In addition to the bond resolution, Queensborough Bank requested that the City adopt an assurance resolution — a non-binding commitment that, in the event something were to happen to the TAD district, the City would make debt service payments to prevent a default. This mirrors the approach taken at the 2023 refinancing.

Following Council adoption of both the bond resolution and the assurance resolution at the 5:30 p.m. regular meeting, bond counsel John Pannell will initiate the bond validation process through the courts, with closing scheduled for June 16.

4. Human Resources Items

Demetrius Bynes, Human Resources Director presented updates on the City's employee and retiree health insurance program. The city is self-funded for health insurance meaning annually the city budgets to pay for health claims. For a number of years the City's benefits plan year ran from January 1 through December 31. To better align the health fund with the City's fiscal year and improve budgeting accuracy, the City transitioned to a shortened plan year running January 1, 2026 through June 30, 2026, after which a standard 12-month plan year aligned with the fiscal year will commence on July 1, 2026.

The next item Mr. Bynes addressed was insurance premiums stating that there has been no increase to employee health insurance premiums since he joined the organization in November 2019 — a span of approximately six years. There is being recommended an across the board premium increase for active employees of 15% effective fiscal year 2027. Research conducted by staff found no comparable governmental organization in the region that had gone six years without a premium increase; some had increased premiums five times during that same period. The recommendation was framed as an overdue but reasonable adjustment given the continued rise in healthcare costs. To mitigate the impact

on employees of moving from a 12-month to a 6-month deductible period, the City is grandfathering all amounts paid toward deductibles and out-of-pocket maximums during the short plan year. These balances will carry forward into the new plan year beginning July 1, effectively giving employees an 18-month period to meet their annual cost-sharing obligations.

The City currently provides health insurance coverage to 20 retirees and their dependents. Retiree eligibility requires age 55 with 25 years of service or 30 years of service for public safety employees, and 30 years of service for non-public safety employees. Coverage extends to the retiree until age 65, when Medicare eligibility begins. Spouses are currently covered until they reach age 65, and dependent children are covered to age 26.

Since January 1, 2022, the City has paid \$1,400,000 in health claims for retirees and their families. The average monthly cost per retiree to the plan is \$1,849, compared to \$1,073 for active employees — a disparity consistent with the generally older age profile of the retiree population.

A premium increase for retirees was recommended, aligning the monthly retiree premium with what active employees pay on a biweekly basis. Currently retirees pay as little as \$80.70 per month for certain coverage tiers; the recommended rates would bring these to levels consistent with active employee contributions, such as \$147.56 per month for employee-only coverage and \$303.49 per month for employee-plus-spouse. Demetrius Bynes emphasized that even at the increased rates, the City's plan remains competitive with comparable governmental plans surveyed from Liberty County, the City of Savannah, and the City of Pooler. The effective date for retiree premium increases was recommended as January 1, 2027, allowing time to notify retirees and for them to adjust their financial planning.

Council discussed whether the City should discontinue subsidized coverage for a retiree's younger spouse when the retiree ages out at 65. After discussion, consensus was reached to preserve the benefit for the two or three spouses currently enrolled under this provision, but to end the benefit for any new retirees going forward — meaning that when a future retiree reaches age 65 and exits the plan, their spouse would exit simultaneously. It was noted that any spouse removed from the plan would have access to COBRA coverage (at full cost plus administration) or the private market and exchange. None of the 20 current retirees paid into their pension — the City funded the benefit entirely. Council affirmed its commitment to supporting employees and retirees while recognizing the need to bring contribution levels into greater alignment with market norms.

5. Retail Recruiter

City Manager Charles Penny presented a recommendation of transitioning the City's retail recruitment function from its current home within Georgia Southern University's Business Innovation Group to the Development Authority of Bulloch County (DABC).

The City entered into an agreement with Georgia Southern's Business Innovation Group in 2022 to host the position. That contract is set to expire at the end of June 2026; the most recent renewal was a one-year agreement, during which the city signaled to Georgia Southern that a transition was under consideration.

Mr. Penny credited the position and its current occupant, Alan Gross, with a number of notable achievements, including the recruitment of HomeGoods and Academy Sports, progress toward securing a national retail tenant for the former Kmart Plaza, and the City being selected by Georgia Power as its first "Retail Ready City" through their economic development team.

Mr. Penny cited several reasons for the proposed move. The Development Authority has created a new five-year strategic plan that broadens its mission to encompass retail recruitment, and the recruiter has already worked closely with DABC over the past four years. The current annual expenditure for the position — covering salary, travel, and operating expenses — is approximately \$125,000. The proposed agreement with DABC would increase that to approximately \$135,000, with incremental increases in subsequent years. The intergovernmental agreement between the City and DABC is on the 5:30 p.m. regular session agenda and is expected to go before the Development Authority Board on June 9.

Mayor McCollar noted that the partnership between the retail recruiter and the Development Authority was a natural alignment, and commended the work Alan Gross has done engaging directly with downtown businesses and building relationships at the grassroots level. Council raised no objections.

The City Manager provided an informational update regarding the City's \$15,500,000 line of credit with the Georgia Environmental Finance Authority (GEFA), originally established in 2019 for the Creek on Blue Mile project. Approximately \$12,000 had been drawn on the line, and a prior extension had been obtained following the City

Manager's arrival. The line has now run its course, and GEFA indicated it was unwilling to grant a further multi-year extension, as the funds could be deployed elsewhere. However, GEFA committed to the following: the City may continue using an existing approximately \$5,000,000 grant to fund ongoing engineering costs; the City is to repay the approximately \$6,000 currently outstanding on the line of credit and close it out; and when the City is ready to proceed to construction, GEFA committed to make the loan available at the original 2.25% interest rate for a 30-year term. The City has not yet responded in writing to GEFA but intends to document this commitment formally. The City Manager emphasized the significance of securing a 2.25% long-term rate for future construction financing. No action was requested at this session; the item was presented for Council's awareness.

The meeting was adjourned at 5:03 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
MAY 19, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Tangie Johnson gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

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

Other staff present: City Manager Charles Penny, 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 17- 23, 2026 as National Public Works Week.

Mayor McCollar read aloud the proclamation designating the week of May 17–23, 2026 as National Public Works Week in the City of Statesboro, honoring the contributions of public works professionals—engineers, managers, and employees—whose work is vital to the health, safety, and quality of life of the community. The proclamation noted that 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association. The proclamation was presented to the Public Works staff in attendance.

B) Recognition and Public Presentation from Dr. LaSara Mitchell recognizing graduating members of the Youth Council.

Dr. LaSara Mitchell addressed the Mayor and Council to honor the charter graduating class of the Statesboro Youth Council (2023–2026). She described the significance of the cords presented to graduates, each color representing a core value: navy blue for loyalty and leadership, white for civic engagement, gold for academic achievement, and cobalt blue for youth advocacy. Dr. Mitchell recognized the following graduates individually, Jamersyn Hughes - Junior Mayor, Ja’Kori Cope - Public Outreach, Za’Mya Colbert - Events Committee Chair, Isley Simpkins - Service Committee Chair Eden Chavers - District 1 Representative, and Grace Huff-Colbert – Secretary, noting their college destinations and fields of study, and thanked the Mayor, Council, parents, and city staff for their support of the program.

Mayor McCollar offered personal remarks, expressing deep pride in the young people of the community and expressing appreciation to Dr. Mitchell, city staff across multiple departments, and community partners who contributed to the program's success. The Mayor noted his aspiration for the program's alumni to one day seek elected office.

4. Public Comments (Agenda Item): None

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.

A motion was made to approve consent agenda.

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

Mayor Jonathan McCollar recused himself from agenda item #6, turned the meeting over to Mayor Pro Tem Shari Barr and stepped down from the dais.

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).

A motion was made to open the public hearing.

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

Planning Director Justin Williams presented the application, explaining that the 25-foot maximum building setback required under the MX District is a recurring challenge for large-scale projects. The anchor building—a Kroger grocery store—requires a significantly deeper setback to accommodate the parking layout on the 28-acre parcel. Staff and the Planning Commission recommended approval with two conditions: (1) approval of the variance does not grant the right to build without appropriate permitting, and (2) conditions from the original rezoning (RZ 25-10-07 and RZ 25-10-08)—which include the submission of a traffic study, residential concurrency for Whispering Pines Boulevard, and a wetland plan—must be maintained.

Steve Rushing a local attorney representing the applicant He affirmed support for the MX zoning district but noted that a 25-foot maximum setback is not workable for a parcel of this size, and that placing the grocery store toward the rear of the parcel necessitates parking in front of the building. He stated that the Planning Commission unanimously recommended approval and requested the Council adopt that recommendation.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **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) and **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).

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

Mayor Jonathan McCollar returned to the dais to preside over the remainder of the meeting.

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).**

A motion was made to open the public hearing.

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

Director of Planning Justin Williams presented the application, noting the property is a wooded corner lot situated within a heavily commercial corridor. He noted that the original concept plan included a multi-use commercial development with multiple stores but that the proposal had since been scaled back to a single sit-down restaurant with no drive-through component. Staff identified delineated wetlands on the northern portion of the parcel and noted that a townhome subdivision to the north, though currently stalled, is expected to eventually be developed. Staff as well as the Planning Commission recommended approval subject to two conditions: (1) the applicant may not receive a land disturbance permit prior to submission of a traffic study, and (2) the applicant must provide a wetland protection plan.

Nathan Brown with Hussey Gay Bell representing the applicant confirmed that following a Right Start meeting with the city, the team revised the concept from a multi-use development to a single sit-down restaurant—eliminating drive-throughs, gas stations, and all-day traffic generation in favor of a lunch-and-dinner use. He confirmed that a traffic study had already been initiated and that the wetlands had been delineated by an environmental firm, with zero wetland impacts shown in the current plan. He further noted that the wetlands, combined with the required MX buffer, would result in a buffer two to three times the ordinance minimum adjacent to the residential neighborhood.

No one spoke against the request.

A motion was made to close the public hearing.

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

Mayor Pro Tem Shari Barr noted familiarity with the neighborhood and sought clarification on access points, confirming with Mr. Brown that a southern connection would run to Bel Air Drive. She also asked whether the wooded wetland areas would remain undisturbed and whether a detention pond would be required. Mr. Brown confirmed both: the wetland areas would remain untouched, and a stormwater detention pond would be incorporated into the engineering plan.

Mayor Pro Tem Barr also sought clarification from Planning Director Justin Williams about what uses would be permitted under the rezoning if approved—not just what is currently proposed. Mr. Williams confirmed that any use permitted within the MX District could be built on the site, but that all wetland restrictions and special use conditions would run with the land regardless of future ownership or development.

A motion was made to approve with staff conditions **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).

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

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).

A motion was made to open the public hearing.

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

Planning Director Justin Williams presented Applications V 26-04-05 and V 26-04-06 together, noting both relate to Academy Sports & Outdoors at University Commons. Regarding the flagpole height variance, Mr. Williams explained the flag height increase from 40 to 50 feet is necessitated by the building's significant height and that an administrative variance was not possible for an increase of this magnitude. He also explained that due to the significant distance of the building from the right-of-way, a larger building sign is warranted. He noted a comparable precedent with a sign approved for a Franklin dealership on the bypass. Staff as well as the Planning Commission recommended approval, with the sole condition that the variance does not grant the right to install signage or structures without appropriate permitting.

Scott with Macon Signs on behalf of Academy Sports and Outdoors spoke in favor of the request affirming the request, citing visibility challenges due to the building's distance from the main road.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **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) and **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).

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

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.

A motion was made to open the public hearing.

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

City Attorney Cain Smith briefly introduced the ordinance as an amendment to Section 2.4.14 of the UDC, establishing requirements for data center development.

Planning Director Justin Williams presented the item noting the Planning Commission had previously recommended approval of an earlier draft.

City Manager Charles Penny clarified for the public that during a work session earlier that day, the Council had discussed modifications to make the ordinance more restrictive than the version approved by the Planning Commission.

Justin Williams summarized the key changes discussed:

- Hyperscale facilities banned: The definition of hyperscale facilities would be retained for reference, but such facilities would be explicitly prohibited within city limits, effectively capping all permissible data centers at 50 acres.
- Removal of hyperscale-related language: Sections addressing parking, setbacks, buffers, and reuse water provisions specific to hyperscale facilities would be removed.
- Noise standard update: The ordinance would utilize ambient DBC conditions rather than DBA for noise and sound study requirements.
- Sustainability provisions: Language regarding bioswales and permeability improvements would be added.
- Special Use Permit required: Data centers would not be permitted by right in any zoning district; all proposals would require a Special Use Permit, giving the Council full discretion to approve or deny any application.

No one spoke in favor of the request.

Jason McCoy raised concerns about power consumption, asking whether data centers would draw from the public grid or provide their own power infrastructure. Mr. McCoy also inquired about water consumption.

Planning Director Justin Williams confirmed that the proposed ordinance would require closed-loop water systems.

Mayor McCollar responded that updated state policy requires data centers to provide their own power infrastructure, a matter regulated at the state level rather than locally.

Virginia Russell shared with the Mayor and City Council a list of potential drawbacks regarding data centers, which she compiled through online research. In addition to this list, she expressed specific concerns regarding noise levels, the use of renewable energy, and water consumption.

Mayor McCollar addressed by referencing the Council's recent site visits to edge data center facilities in the Atlanta area, where noise was found to be negligible even at close proximity.

David Warren Goodknife, a member of the Greener Boro Commission, urged the Council to proceed cautiously, drawing an analogy from the music industry's transition from cassettes to CDs to streaming, suggesting that data center technology may evolve rapidly enough to render current decisions moot. He expressed concerns about the impact on the electric grid, potential surveillance implications, and electromagnetic frequency exposure from related infrastructure, recommending the Council take its time before committing.

A motion was made to close the public hearing.

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

Council deliberation centered on the question of whether to advance the ordinance to a first reading that evening or to defer it to allow additional public input on the modified version. Mayor Pro Tem Shari Barr expressed a preference for deferral, noting that the public had not yet had the opportunity to review and respond to the modified—more restrictive—version. She indicated that passing it forward at first reading would mean any subsequent public comment at second reading would be responding to an already-approved document.

Mayor McCollar acknowledged the concern but noted the Council had engaged in an extensive process over several months, including site visits to Atlanta-area facilities and multiple work sessions. He expressed confidence in the changes made and noted that no residents had contacted him directly with concerns about data centers. He also stated that if new, compelling information emerged at second reading, the Council retained the ability to further amend or delay final approval.

Councilmember John Riggs both expressed support for moving forward, acknowledging that public engagement typically increases after a first reading is reported in the press. The Council agreed that public comment on the modified ordinance would be accommodated at the second reading.

Mr. Penny emphasized for the public record that the Special Use Permit requirement is the most critical safeguard in the ordinance: regardless of what data center proposals may come forward, no facility can be approved without an affirmative vote of the Council.

A motion was made to approve with staff modifications as discussed during the work session, the 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.

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

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.

A motion was made 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.

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

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.

A motion was made 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.

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

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.

A motion was made 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.

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

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.

A motion was made to approve an Intergovernmental Agreement between the City of Statesboro and the Development Authority of Bulloch County to continue the Business Recruiter position.

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

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.

A motion was made to approve an award of 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.

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

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.

A motion was made 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.

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

16. Public Comments (General):

Jammie Chavers addressed the Council as a concerned parent. He described a situation in which his eleventh-grade daughter, an honor student who had not previously been in trouble, was arrested, handcuffed, and expelled from Statesboro High School following an incident in which he stated she was the victim of an assault. He expressed frustration with what he described as an incomplete investigation, lack of access to full video footage, and the school administration's handling of the matter. He requested fairness, transparency, and accountability from those in authority over the school.

Mayor McCollar directed City Manager Charles Penny and the Police Chief to meet with Mr. Chavers following the meeting to review the situation and determine what assistance could be offered.

17. Other Business from City Council

Mayor Pro Tem Shari Barr offered congratulations to Allen Muldrew and the Downtown Statesboro Development Authority (DSDA) on their recertification as a Main Street USA city, recognizing the organization's continued contributions to the vitality and character of Statesboro.

18. City Managers Comments

City Manager Charles Penny, presented the Council with updated information regarding the city's budget challenges stemming from Bulloch County's dissolution of the fire district 18 months prior, which created an estimated \$2.7 million negative impact on the city's budget. The city funded fire department operations through intergovernmental loans in the current fiscal year, a measure acknowledged as unsustainable.

Mr. Penny reported that recent developments may reduce the extent of any millage rate increase previously anticipated. Specifically, the state began receiving FLOST funds in January 2026, and the city may receive five to six months' worth of those funds this fiscal year—potentially \$1.6 to \$1.7 million—rather than waiting for the full year's allocation. Additionally, early tax digest data suggests the digest may come in higher than the conservative 8 percent growth assumption used in the budget, which could further reduce the revenue gap.

He outlined the alternatives if the Council chose not to pursue a millage rate increase: a reduction of approximately 60 personnel from the general fund, or a significant drawdown of the city's general fund reserve—currently at approximately \$6.7 million (roughly 25 percent of the budget)—neither of which he recommended.

Mayor McCollar responded, stating he did not provide direction to cut 60 positions. He recounted the history of the fire district dissolution in detail, emphasizing that the decision was made by a reduced quorum of the County Commission without the presence of the then-Chairman or County Manager, and without prior notice to the city. He described the decision as "asinine" and noted that the city had warned at the time that dissolving the 47-year fire service agreement would increase costs for the entire county—a prediction he stated has been borne out. He made clear that reducing city staff to offset a problem caused by the county's decision was not a direction he would support.

Councilmember Paulette Chavers echoed those remarks, stating she was not in favor of cutting staff members who are trying to feed their families, and referenced her prior advocacy for a modest millage rate increase to address the issue before it reached this point.

Councilmember John Riggs noted that a more gradual transition—had the county approached the city years in advance—could have allowed for a managed resolution without the current fiscal strain.

The Council provided no direction to reduce personnel or draw down reserves. Mr. Penny acknowledged the guidance and noted the situation is expected to normalize as FLOST funds flow in, characterizing the current budget pressure as a one-year adjustment.

Mr. Penny announced that Police Chief Mike Broadhead has submitted his retirement, effective July 1, 2026. He informed the Council that Development Associates—the firm used in the original search that resulted in Chief Mike's hiring—has been engaged to manage the search process for a replacement. The process will include employee and community focus groups to identify desired characteristics for the next chief.

Mayor McCollar expressed strong appreciation for Chief Mike's service, describing him as the most knowledgeable local law enforcement professional he had encountered and praising his character and dedication to the people of Statesboro.

Councilmember Paulette Chavers read a formal statement of resignation as District 2, Councilmember, effective immediately. The following is her statement:

“Mayor, Fellow Council Members, and Citizens of Statesboro,

It is with deep gratitude and sincere reflection that I submit my resignation from Statesboro City Council effective immediately.

Serving this community has been one of the greatest honors of my life. I am truly thankful for the trust placed in me by the residents of this city and for the opportunity to work alongside dedicated leaders, staff, and community members who care deeply about the future of our city.

Throughout my time on the council, I have witnessed the strength, resilience, and compassion that make this community special. Together, we have celebrated victories, faced challenges, and worked diligently to create positive change for our citizens. I am proud of what we have accomplished and grateful for every conversation, partnership, and moment of service.

This decision has not been easy. After much prayer and consideration, I believe it is time for me to step away from this role and focus on the next season of my personal and professional journey. While I may be resigning from my official position, my love and support for this community will remain steadfast.

I want to express my heartfelt appreciation to my fellow council members for your collaboration and commitment to public service. I also thank the city employees whose hard work often goes unseen but is essential to the success of our city. I also want to thank my family and friends who have stood by and supported me during the toughest seasons of my life. Most importantly, I thank the citizens for allowing me to serve you. Your voices, concerns, and hopes have continually inspired me.

I leave this position hopeful for the future of Statesboro and confident that the strong leadership lead by Mayor McCollar and community unity will continue to move this city forward.

May God continue to bless our city, its leaders, and every family who calls this community home.”

Mayor McCollar offered heartfelt personal remarks recognizing Councilmember Shay's contributions, particularly her willingness to lead ad hoc community initiatives, her kindness, and her service as part of the incoming class of council members. He announced that a public reception would be organized to allow the community to honor her service.

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

At 7:24 pm a motion was made to enter into executive session to discuss personnel matters in accordance with O.C.G.A 50-14-3(b).

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

At 7:30 pm a motion was made to exit executive session.

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

A motion was made to appoint Michelle Wilson and Megan Kriss to the Keep Statesboro Bulloch Beautiful Advisory Board.

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

20. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:30 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Tangie Johnson
Vacant
Ginny Hendley
John C. Riggs
Shari Barr



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

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: May 27, 2026

RE: Public Hearing of FY2027 Budget

Background: State law requires the City of Statesboro to have 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.

Budget Impact: \$111,316,250 (including transfers and internal service funds)

Council Person and District: All

Attachments: FY2027 Budget in Brief

FY 2027 Budget in Brief

Fund	FY2026	FY2027
General Fund		
Revenues	\$ 26,443,470	\$ 32,466,575
Fund Balance Appropriated	928,755	205,210
Total	<u>\$ 27,372,225</u>	<u>\$ 32,671,785</u>
Operating Expenses	<u>\$ 27,372,225</u>	<u>\$ 32,671,785</u>
Statesboro Fire Service Fund		
Revenues	\$ 8,217,780	\$ 8,741,420
Fund Balance Appropriated	-	-
Total	<u>\$ 8,217,780</u>	<u>\$ 8,741,420</u>
Operating Expenses	<u>\$ 8,036,930</u>	<u>\$ 8,643,670</u>
Water Sewer Fund		
Revenues	\$ 16,278,635	\$ 18,241,830
Loans/Grants	\$ -	-
Fund Balance Appropriated	\$ -	2,469,600
Total	<u>\$ 16,278,635</u>	<u>\$ 20,711,430</u>
Operating Expenses	\$ 11,995,030	\$ 12,353,990
Capital Expenses	1,850,000	7,280,000
Debt Service	\$ 1,096,070	1,077,440
Total	<u>\$ 14,941,100</u>	<u>\$ 20,711,430</u>
Stormwater Fund		
Revenues	\$ 2,397,500	\$ 2,076,500
Loans/Grants	3,770,000	204,000
Fund Balance Appropriated	-	175,045
Total	<u>\$ 6,167,500</u>	<u>\$ 2,455,545</u>
Operating Expenses	\$ 961,270	\$ 1,016,545
Capital Expenses	4,980,000	1,264,000
Debt Service	100,150	175,000
Total	<u>\$ 6,041,420</u>	<u>\$ 2,455,545</u>
Natural Gas Fund		
Revenues	\$ 6,600,385	\$ 7,267,665
Fund Balance Appropriated	1,354,230	27,785
Total	<u>\$ 7,954,615</u>	<u>\$ 7,295,450</u>
Operating Expenses	\$ 6,244,615	\$ 5,816,450
Capital Expenses	1,710,000	1,479,000
Debt Service	-	-

Total	<u>\$ 7,954,615</u>	<u>\$ 7,295,450</u>
Solid Waste Collection Fund		
Revenues	\$ 6,197,500	\$ 6,468,100
Fund Balance Appropriated	-	-
Total	<u>\$ 6,197,500</u>	<u>\$ 6,468,100</u>
Operating Expenses	\$ 5,551,960	\$ 5,593,960
Capital Expenses	550,000	510,000
Total	<u>\$ 6,101,960</u>	<u>\$ 6,103,960</u>
Solid Waste Disposal Fund		
Revenues	\$ 6,061,125	\$ 5,884,667
Fund Balance Appropriated	-	253,738
Total	<u>\$ 6,061,125</u>	<u>\$ 6,138,405</u>
Operating Expenses	\$ 4,707,435	\$ 5,218,905
Capital Expenses	810,000	715,000
Post Closure Costs	204,500	204,500
Total	<u>\$ 5,721,935</u>	<u>\$ 6,138,405</u>
Special Revenue Funds		
Confiscated Asset Fund		
Revenues	<u>\$ 500</u>	<u>\$ 500</u>
Operating Expenses	<u>\$ 500</u>	<u>\$ 500</u>
Opiod Settlement Fund		
Fund Balance Appropriated	<u>\$ 10,000</u>	<u>\$ 43,425</u>
Operating Expenses	<u>\$ 10,000</u>	<u>\$ 43,425</u>
CDBG Fund		
Fund Balance Appropriated	<u>\$ -</u>	<u>\$ 25,000</u>
Operating Expenses	<u>\$ -</u>	<u>\$ 25,000</u>
US DOJ Fund		
Revenues	\$ 8,000	\$ 8,000
Fund Balance Appropriated	2,000	12,000
Total	<u>\$ 10,000</u>	<u>\$ 20,000</u>
Operating Expenses	<u>\$ 10,000</u>	<u>\$ 20,000</u>
ARPA Fund		
Revenues	\$ -	\$ 20,000
Fund Balance Appropriated	\$ -	\$ 230,000

	<u>\$ -</u>	<u>\$ 250,000</u>
Operating Expenses	<u>\$ -</u>	<u>\$ 250,000</u>
Multiple Grant Fund		
Revenues	<u>\$ -</u>	<u>\$ 3,500</u>
Operating Expenses	<u>\$ -</u>	<u>\$ 3,500</u>
South Main TAD Fund		
Revenues	<u>\$ 865,000</u>	<u>\$ 1,092,890</u>
Operating Expenses	<u>\$ 50,000</u>	<u>\$ 200,000</u>
Old Register TAD Fund		
Revenues	<u>\$ 402,000</u>	<u>\$ 454,500</u>
Operating Expenses	<u>\$ 284,665</u>	<u>\$ 243,260</u>
Hotel Motel		
Revenues	<u>\$ 1,685,000</u>	<u>\$ 1,600,000</u>
Operating Expenses	<u>\$ 1,685,000</u>	<u>\$ 1,600,000</u>
Tech Fee		
Revenues	<u>\$ 55,000</u>	<u>\$ 88,000</u>
Operating Expenses	<u>\$ 22,595</u>	<u>\$ 88,000</u>
Capital Funds		
2013 SPLOST		
Revenues	\$ 45,000	\$ 35,000
Fund Balance Appropriated	<u>-</u>	<u>-</u>
	<u>45,000</u>	<u>35,000</u>
Capital Expense (Non Enterprise)	<u>\$ -</u>	<u>\$ -</u>
2018 TSPLOST		
Revenues	\$ 400,000	\$ 120,000
Fund Balance Appropriated	<u>7,825,000</u>	<u>680,000</u>
Total	<u>\$ 8,225,000</u>	<u>\$ 800,000</u>
Capital Expense	<u>\$ 8,225,000</u>	<u>\$ 800,000</u>
2019 SPLOST		
Revenues	\$ 2,605,715	\$ 550,000
Fund Balance Appropriated	\$ -	\$ 5,504,990

Total	<u>\$ 2,605,715</u>	<u>\$ 6,054,990</u>
Capital Expense (Non Enterprise)	<u>\$ 2,013,765</u>	<u>\$ 2,194,990</u>
2023 TSPLOST		
Revenues	\$ 6,767,000	\$ 7,717,000
Fund Balance Appropriated	\$ -	\$ 2,048,000
Total	<u>\$ 6,767,000</u>	<u>\$ 9,765,000</u>
Capital Expense	<u>\$ 6,350,000</u>	<u>\$ 9,765,000</u>
2025 SPLOST		
Revenues	\$ 2,449,775	\$ 7,193,670
Fund Balance Appropriated	\$ 590,245	\$ -
Total	<u>\$ 3,040,020</u>	<u>\$ 7,193,670</u>
Capital Expense (Non Enterprise)	<u>\$ 3,040,000</u>	<u>\$ 2,610,000</u>
Internal Service Funds		
Health Insurance Fund		
Revenues	\$ 5,268,325	\$ 5,235,705
Fund Balance Appropriated	-	482,905
Total	<u>\$ 5,268,325</u>	<u>\$ 5,718,610</u>
Operating Expenses	<u>\$ 5,268,325</u>	<u>\$ 5,718,610</u>
Fleet Management Fund		
Revenues	\$ 884,460	\$ 886,940
Fund Balance Appropriated	138,715	\$ 148,985
Total	<u>\$ 1,023,175</u>	<u>\$ 1,035,925</u>
Operating Expenses	\$ 1,005,720	\$ 1,023,425
Capital Expenses	-	-
Debt Service	17,455	12,500
Total	<u>\$ 1,023,175</u>	<u>\$ 1,035,925</u>
Wellness Fund		
Revenues	\$ 73,335	\$ 71,850
Fund Balance Appropriated	\$ -	\$ -
Total	<u>\$ 73,335</u>	<u>\$ 71,850</u>
Operating Expenses	<u>\$ 73,335</u>	<u>\$ 71,800</u>
Central Services Fund		
Revenues	\$ 2,732,825	\$ 2,656,000
Fund Balance Appropriated	\$ -	\$ -
Total	<u>\$ 2,732,825</u>	<u>\$ 2,656,000</u>

Operating Expenses	\$ 1,759,105	\$ 1,875,995
Capital Expense	\$ 945,000	\$ 750,000
	<u>\$ 2,704,105</u>	<u>\$ 2,625,995</u>
Less Internal Funds Expenses	\$ 8,123,940	\$ 8,702,330
Less Transfers Between Funds	\$ 7,920,000	\$ 11,200,550
Total Operating	<u>\$ 59,199,270</u>	<u>\$ 62,780,440</u>
Total Capital	<u>\$ 30,473,765</u>	<u>\$ 27,367,990</u>
Total Debt Service (Enterprise Funds)	<u>\$ 1,213,675</u>	<u>\$ 1,264,940</u>
Total Expenditures	<u>\$ 89,673,035</u>	<u>\$ 90,148,430</u>
Total Expenditures Including Transfers and Internal Service Funds	<u>\$ 106,930,650</u>	<u>\$ 111,316,250</u>

City Manager's Proposed FY2027 Annual Operating Budget

1

CITY OF STATESBORO

JUNE 2026

City Council 2026-2027 Budget Public Hearing 6/2/2026 9:00 AM

2

1. Call to Order by Mayor McCollar
2. Budget Overview
3. Revenue Review
 - a.) General Fund
 - b.) Enterprise Funds
4. Expenditure Review
 - a.) General Fund
 - b.) Enterprise Funds
5. General Discussion
6. Adjournment

FY2027 Budget Objectives

- ▶ Emphasis on Public Safety
- ▶ Retain and Recruit Exceptional Employees
- ▶ Emphasis on Utility Infrastructure in natural growth areas
- ▶ Tax Base and Revenue Growth

FY2027 Budget Highlights

- ▶ 5% Total Budget Increase from FY 2026
- ▶ 5% General Fund and Fire Fund Combined Increase
- ▶ Increase transfer from General Fund to Fire Fund (from \$3,200,000 to \$7,485,550)
- ▶ Balanced Budget
- ▶ No Increase in personnel

Compensation & Benefits Highlights

5

- ▶ Federal Inflation Rates
 - ▶ March 2025: 2.8%
 - ▶ March 2026: 3.3%
- ▶ Pay Plan adjustment of 2.0%
- ▶ Continue Pay for Performance for Employees
- ▶ 15% Increase in Employee Related Premiums

Current & Future Opportunities

6

- ▶ Continue to Position Statesboro for growth in the Region
- ▶ Grow Downtown City Center
- ▶ Keep Pay Plan Up to Date

FY2027 Budget in Brief

7

Operating Budget of General Fund, Fire Service Fund and Enterprise Funds

Fund	FY2026	FY2027
General Fund		
Operating Expenses	\$ 24,043,135	\$ 25,156,235
Statesboro Fire Service Fund		
Operating Expenses	\$ 7,966,885	\$ 8,613,670
Water Sewer Fund		
Operating Expenses	\$ 10,383,915	\$ 11,598,990
Stormwater Fund		
Operating Expenses	\$ 897,490	\$ 936,545
Natural Gas Fund		
Operating Expenses	\$ 5,233,265	\$ 4,811,450
Solid Waste Collection Fund		
Operating Expenses	\$ 4,164,905	\$ 4,213,960
Solid Waste Disposal Fund		
Operating Expenses	\$ 4,298,500	\$ 4,813,905
	<u>\$ 56,988,095</u>	<u>\$ 60,144,755</u>

FY2027 Budget in Brief

Total Expenses All Funds	<u>\$ 106,930,650</u>	<u>\$ 111,316,250</u>
Less Internal Funds Expenses	\$ 8,123,940	\$ 8,702,330
Less Transfers Between Funds	\$ 7,920,000	\$ 11,200,550
Less Debt Service Enterprise Fund	<u>\$ 1,213,675</u>	<u>\$ 1,264,940</u>
Total Expenditures	<u><u>\$ 89,673,035</u></u>	<u><u>\$ 90,148,430</u></u>
Total Capital	<u><u>\$ 30,473,765</u></u>	<u><u>\$ 27,367,990</u></u>
Total Operating	<u><u>\$ 59,199,270</u></u>	<u><u>\$ 62,780,440</u></u>

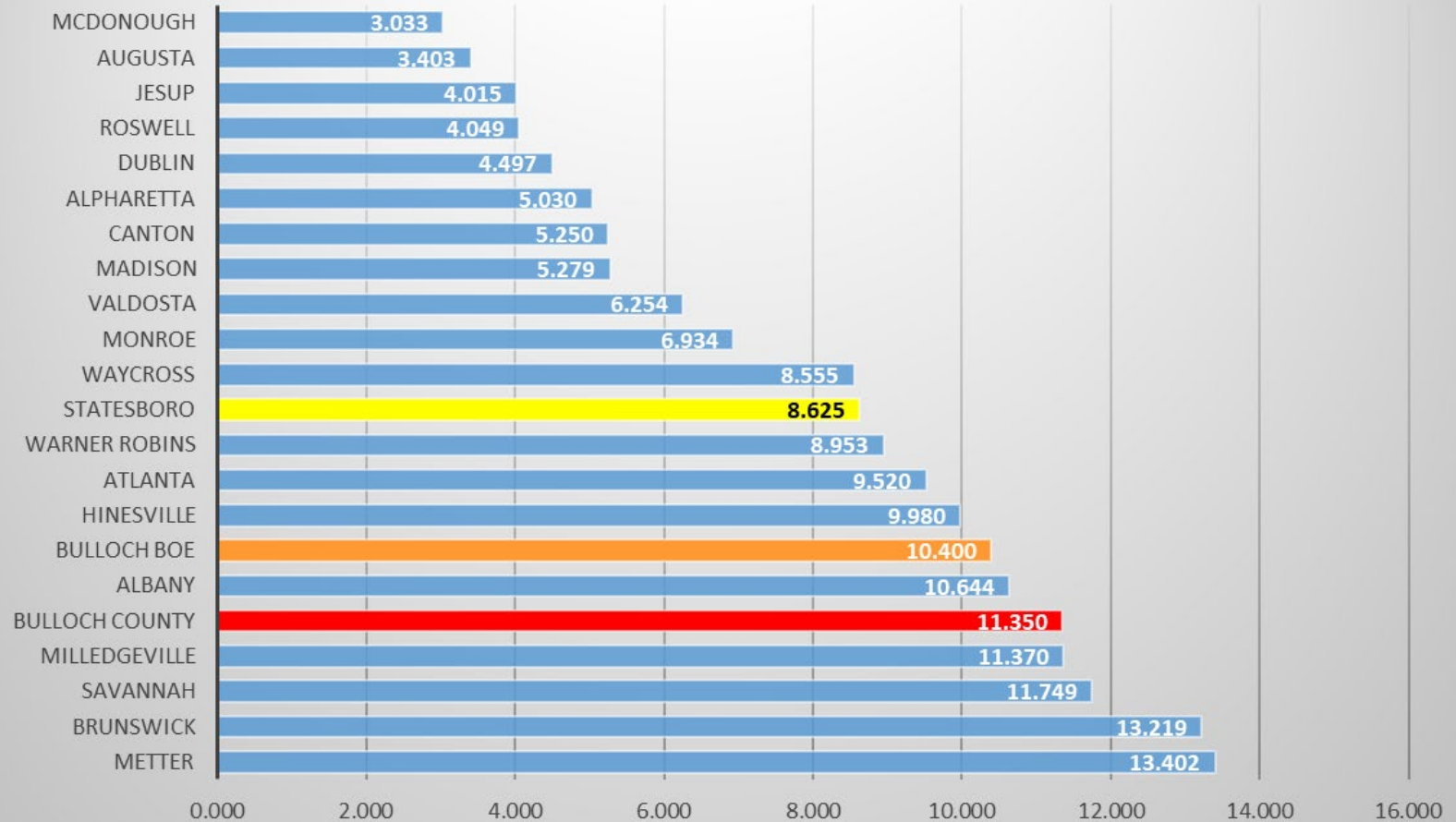
Revenue Trends

- ▶ 22.8% Overall Increase in General Fund Revenues
- ▶ 10% Property Tax Digest Growth

Property Tax Millage Rates

10

FY2026 Millage Rates In Georgia



Current Local Property Millage Rates

Bulloch County

- 11.35

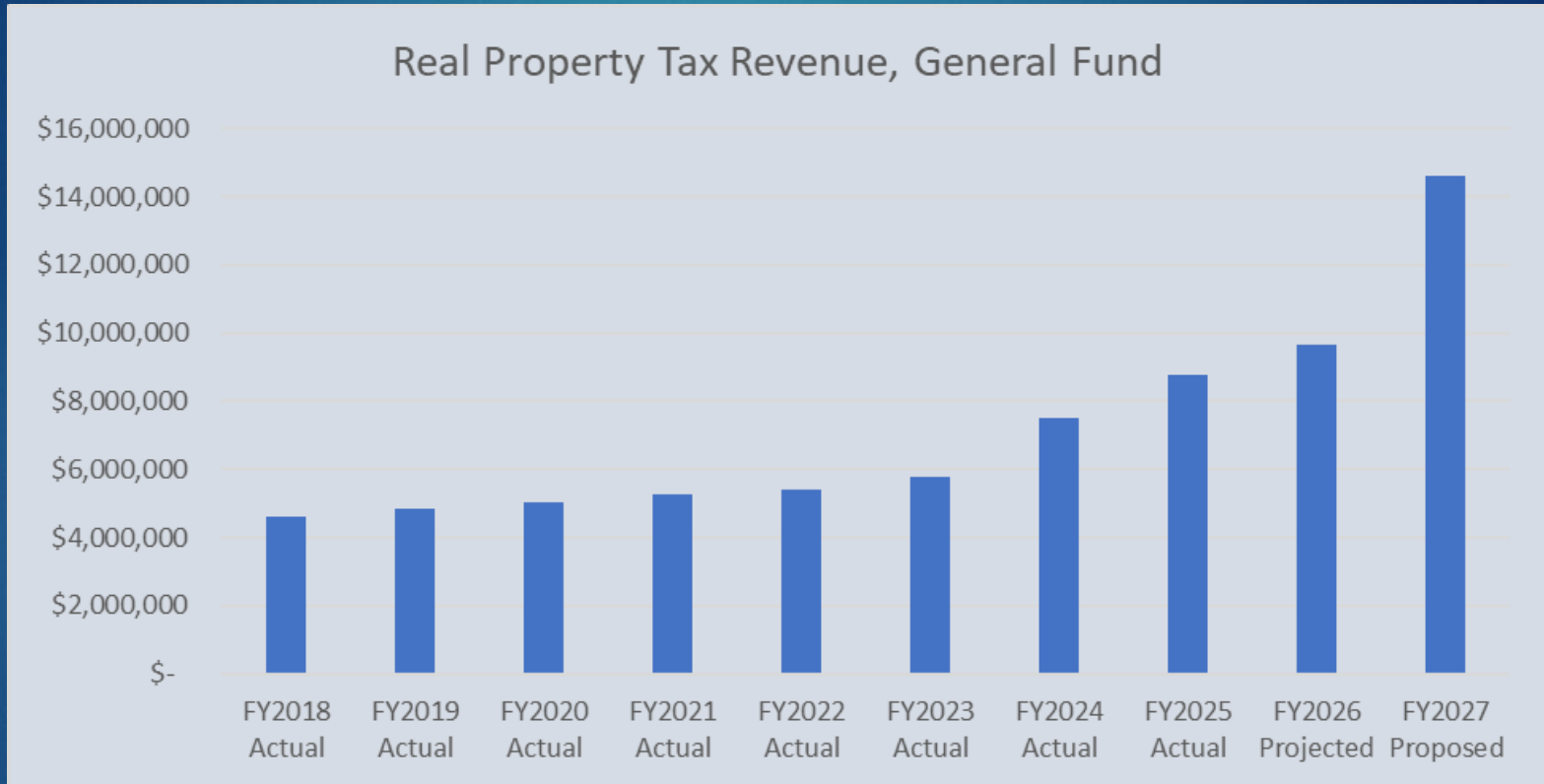
Board of Education

- 10.4

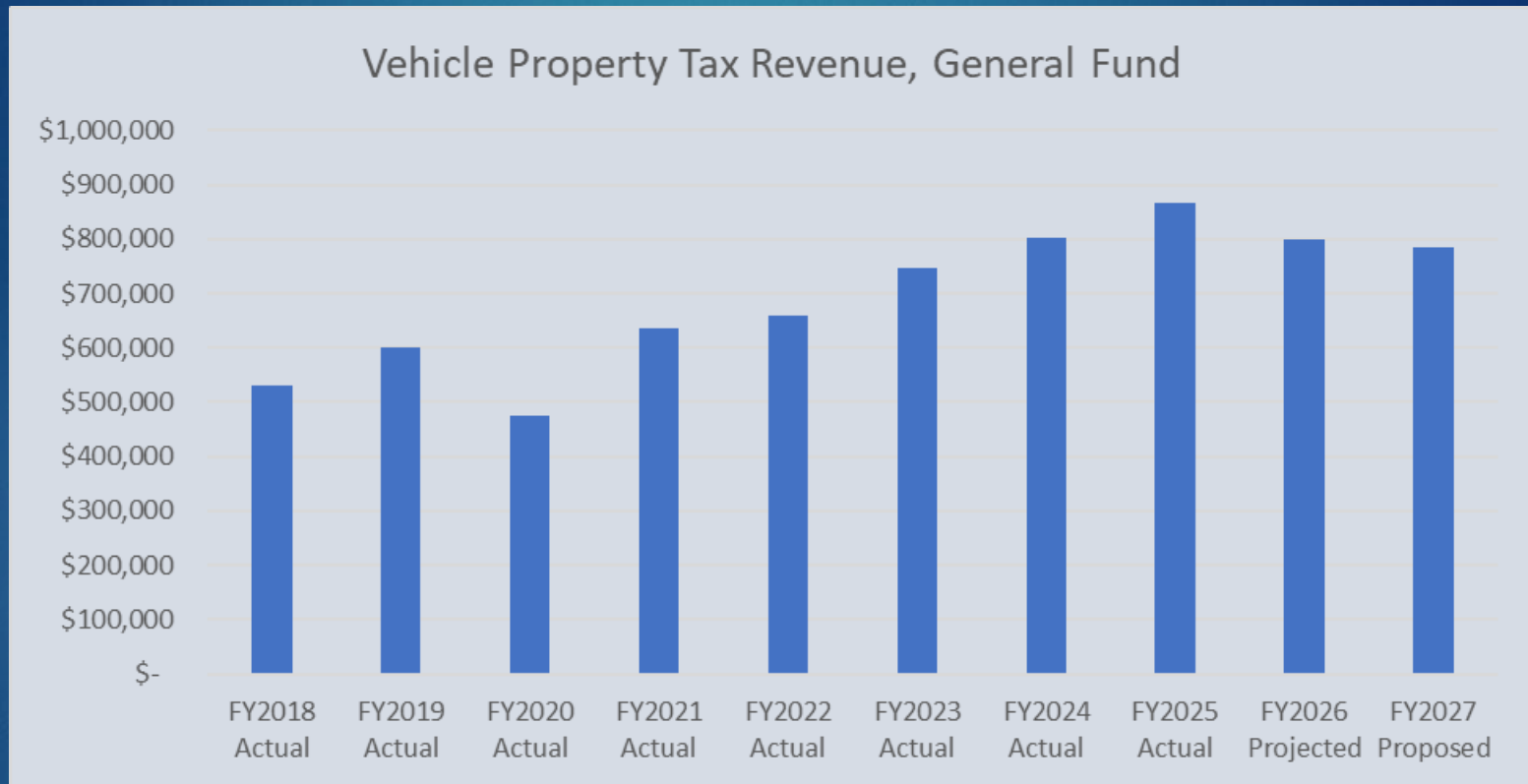
City of Statesboro

- 8.625

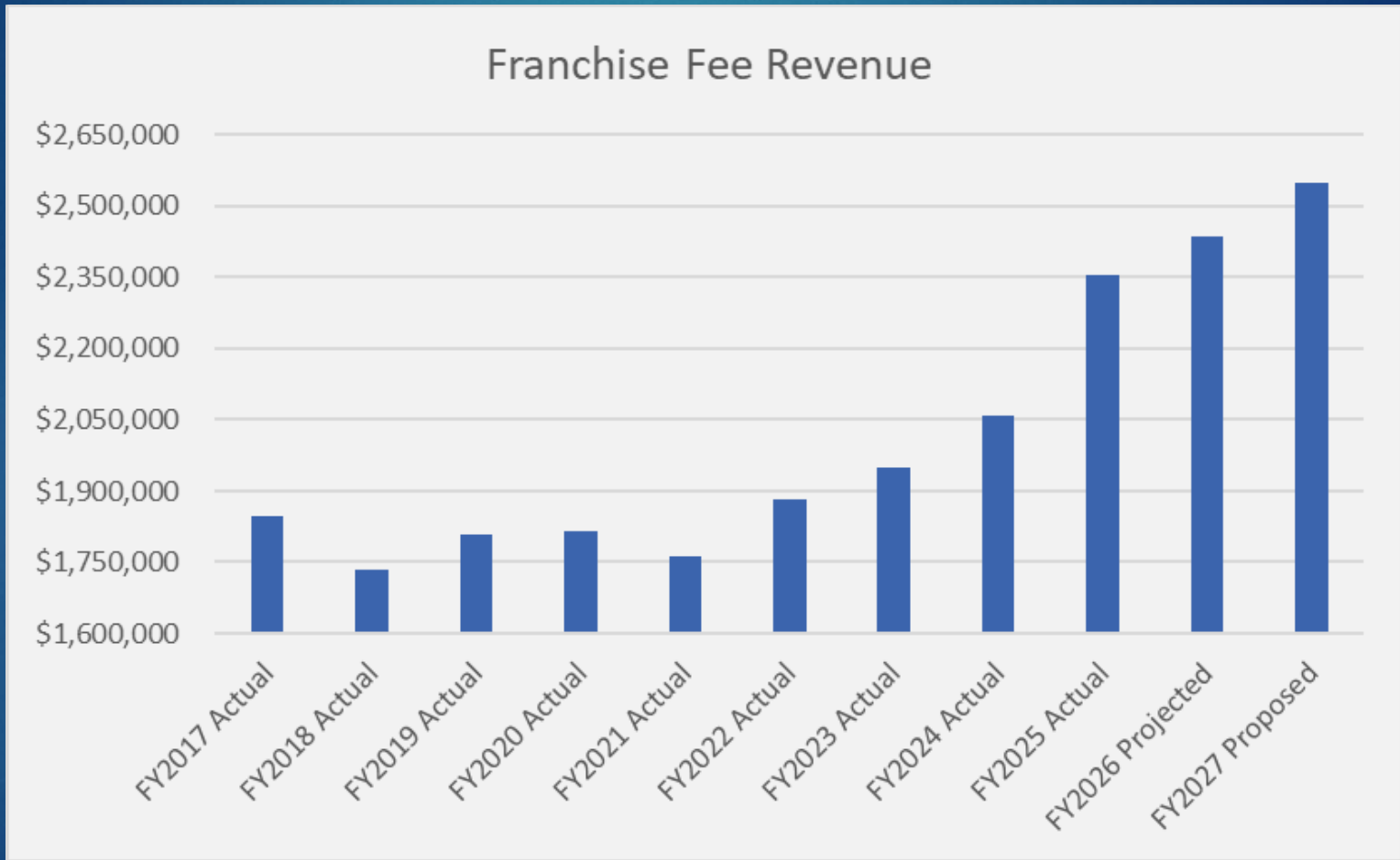
Property Tax Revenue



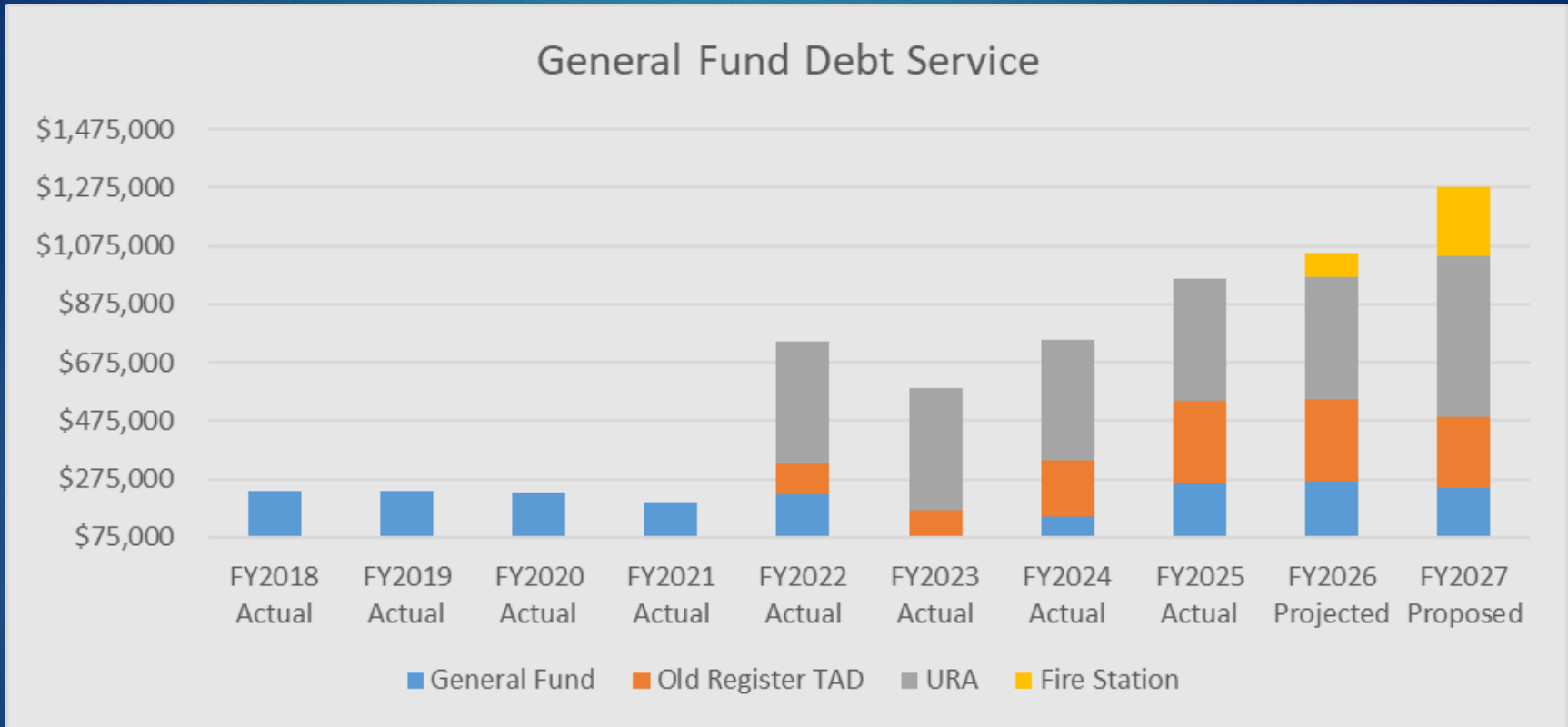
Vehicle Tax Revenue



Franchise Fee Revenue



General Fund Debt Service



Balancing the Budget

16

- ▶ \$205,210 in Fund Balance Used to Balance the General Fund
- ▶ Increase in Expenditures in the General Fund raises the dollar amount required to meet the targeted 25% Fund Balance

Fund Balance Comparison

17

Fund	FY2024 Ending <u>Fund Balance</u>	FY2025 Ending <u>Fund Balance</u>
General Fund	\$ 7,467,391	\$ 6,855,566
Fire Fund	\$ -	\$ 291,829
Water and Sewer Fund	\$ 16,608,496	\$ 19,012,148
Stormwater Fund	\$ 7,739,587	\$ 8,240,262
Gas Fund	\$ 10,197,065	\$ 10,109,113
Solid Waste Collection Fund	\$ 5,076,162	\$ 4,630,093
Solid Waste Disposal Fund	\$ 1,042,113	\$ 1,514,911
Total	<u>\$48,130,814</u>	<u>\$50,653,922</u>

General Fund Highlights

18

- ▶ 75.7% of the General Fund and Fire Budget is Salary and Benefit Costs
- ▶ Increased Expenditures:
 - ▶ Salaries and Benefits (Gen. Fund) \$803,581
 - ▶ Salaries and Benefits (Fire Fund) \$252,937
 - ▶ Police Flock Equipment \$170,000
 - ▶ Electricity – Street Lights \$100,000
 - ▶ Credit Card Fees \$80,000
 - ▶ FUSUS Annual Contract \$80,000
- ▶ Increase transfer to Fire Fund (from \$3,200,000 to \$7,485,550)

Proposed Fund Appropriation Levels – Includes Transfers

	FY2026 Adopted Budget	FY2027 Proposed Budget	Difference from FY 2026 Adopted
General Fund & Fire Fund	\$ 32,209,155	\$ 33,829,905	5.0%
Water and Sewer Fund	\$ 11,995,030	\$ 12,353,990	3.0%
Stormwater Fund	\$ 961,270	\$ 1,016,545	5.8%
Gas Fund	\$ 6,244,615	\$ 5,816,450	-6.9%
Solid Waste Collection Fund	\$ 5,551,960	\$ 5,593,960	0.8%
Solid Waste Disposal Fund	\$ 4,707,435	\$ 5,218,905	10.9%
	<u>\$ 61,669,465</u>	<u>\$ 63,829,755</u>	<u>3.5%</u>

Statesboro Fire Service Fund

20

\$8,643,670

- Fire Station 3 – anticipated online in late Summer 2026 – **SPLOST** Funded
- Completed study for feasibility of a Fire Fee
- 69 Fire Fighters – versus loss of Fire District
- 4 Dispatchers – Fire Ground Management

Statesboro Fire Service Fund

21

- Loss of Fire District Tax - \$2.755 million
- Expiration of SAFER grant
- Loans from Enterprise Funds to be repaid over ten years:
 - Water Sewer Fund: \$1,800,000
 - Solid Waste Collection Fund: \$707,000
 - Natural Gas Fund: \$680,000

Water & Sewer Fund

\$12,353,990

- No increase in Water/Sewer rates proposed.
- Future Wastewater Treatment Plant (\$100,000,000)

Stormwater Fund

23

\$1,016,545

- No increase in Stormwater rates proposed
- Maintain fund reserve
- Implement essential capital projects

Natural Gas Fund

24

\$5,816,450

- No increase in Natural Gas rates proposed
- Continue to pursue opportunities for expansion and system growth
- Continue to study expansion of main trunk line to increase available capacity

Solid Waste Collection Fund

25

\$5,593,960

- No increase in Solid Waste Collection Fees proposed
- Continue to meet increasing service demand

Solid Waste Disposal Fund

26

\$5,218,905

- No increase in Solid Waste Fund proposed
- Expand Inert Landfill

Capital Project Priorities

27

- ▶ Housing Rehabilitation
- ▶ Sewer Installation in Unserved Areas
- ▶ Enhance roadways, install sidewalks, and improve intersections to accommodate growth

In Summary – 2027 Budget

28

- ▶ The City's budget is financially sound
 - ▶ Strong reserves in enterprise funds
 - ▶ Continued growth in property values
 - ▶ This budget reflects nominal tax base increase from new developments

In Summary – 2027 Budget

29

▶ General Fund

- ▶ Balancing the Budget using General Fund Balance will take \$205,210
- ▶ Increase in Expenditures in the General Fund raises the dollar amount required to meet the targeted 25% Fund Balance
- ▶ Fund Balance for FY 2026 will be less than the 25% target due to the increase in transfer to the Fire Department

In Summary – 2027 Budget

30

- ▶ City must continue to expand the tax base
- ▶ Voluntary annexations add to tax base.
- ▶ New commercial and retail developments help to grow tax base
- ▶ City has currently approved zoning for new residential units and commercial requests

Final Conclusion

To balance the City's Budget for Fiscal Year 2027 will require a 2.129 mill increase. This increase is due to the County's decision to dissolve the Fire District. This year FLOST is estimated to be \$1.4 million. The increase will be offset next year by the FLOST funds, which are estimated at 3.5 million.

Final Conclusion

Example: House Value of \$225,000

House Value	\$ 225,000.00	\$ 225,000.00
Millage Rate	8.625	10.754
40% Assessed Value	\$ 90,000.00	\$ 90,000.00
Homestead Exemption	<u>\$ (2,000.00)</u>	<u>\$ (2,000.00)</u>
Taxable Value	<u><u>\$ 88,000.00</u></u>	<u><u>\$ 88,000.00</u></u>
Taxes	\$ 759.00	\$ 1,096.48
Current Millage Rate - Taxes	0.008625	

Annual Increase: \$337.48

Monthly Increase: \$28.12

This increase will be offset in FY 2028 by FLOST funds

Questions?

Public Hearing: June 2

Budget Adoption: June 16

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, 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 22, 2026

RE: June 2, 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 Ordinance Amendment – Section 2.4.14.

Background: After an initial draft recommendation for approval by the Planning Commission and discussion at the May 19, 2026 City Council Work Session, staff presented a revised ordinance for the Public Hearing and First Reading at the City Council Meeting on May 19, 2026. The revised draft reflects the requested changes by Mayor and City Council including, but not limited to, a maximum site of 50 acres, removal of Hyperscale Facilities, and changes to sound measurement.

Budget Impact: None

Council Person and District: All

Attachments: UDC Amendment: Section 2.4.14

City of Statesboro Unified Development Code Amendments

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 extremely 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: Require 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. It shall be unlawful for these facilities to be constructed in the City.

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)**

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 **Fifty (50) 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) **Reserved**

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.
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 conditions or 50 dBa/70 dBc 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, bioswales 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
Vacant, 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: City Manager Charles Penny & City Clerk Leah Harden

From: Jennifer Joyner, Tax & License Coordinator

Date: May 13, 2026

RE: Annie's Nails Salon Pt. 2 (Low Volume)

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

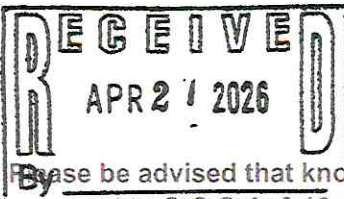
(a) No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer, or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been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

Recommendation: Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

Budget Impact: None

Council Person and District: Ginny Hendley, District 3

Attachments: Application and Department Approvals



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

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

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

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

Date application was received by tax/license office: 4/27/24

1. Business Trade Name: Annie's Nails Salon pt. 2
D/B/A Name

2. Applicant's Name: Tom Bercy
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 105 tormenta way unit B1

4. Business mailing address: 210 orleans trail . 30461

5. Local business phone number: 912-259-9915

Corporate office phone number: 828-246-7117

6. Name of Manager: Tom Bercy
Person responsible for alcohol licensing issues

7. Phone number for manager: 828-246-7117

8. Email address for manager: Tom Pham 01282 @ Yahoo . Com

9. Address of manager: 210 orleans trail . 30461

10. Purpose of application is: serve ~~complimentary~~ glass of wine . red/white wine only

New Business _____ New Owner _____

Previous owner's name: None

If the business name has changed, list previous name: _____

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

12. Type of Business: _____ Individual _____ Corporation _____ Partnership LLC

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

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

Full Legal Name: Tom Beccy Phone #: 828-246-7117

Home Address: 210 orleans trail
statesboro, GA 30461

Have you completed the financial affidavit attached to this application? no

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

Name & address of partnership, LLC, or LLP: Annie's Nail Salon pt.2 LLC

Do you have an operating or partnership agreement for the LLC, LLP, or partnership? no partner

If not, what documents establish the ownership rights of the members/partners? my federal
LLC

15. Members of LLC and/or partners:

Full Legal Name: Tom Belly Phone #: 828-246-7117

Home Address: 210 Orleans trail, 30461

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: Annie's Nails Salon pt. 2 LLC

Home Office address: 105 Tolmenta way, Statesboro, GA
30458

Mailing address (if different): NO

Date & Place of incorporation: NO

Do you have a shareholders agreement?: NO

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

17. Officers:

Full Legal Name: Tom Berry Phone #: 828-246-7117

Home address: 210 Orleans trail, 30461

Percentage of stock owned: none Office held: none

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Attach additional pages if necessary

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Attach additional pages if necessary

Has each shareholder completed the financial affidavit attached to this application? Yes

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

Name: NO Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: NO Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: NO Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

Annie's Nails Salon pt. 2. 105 formenta way
unit B1, Statesboro, GA 30458

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

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

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

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

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

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

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

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

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

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

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

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

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

no

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? NO
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? NO
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? NO
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? NO
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? NO
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

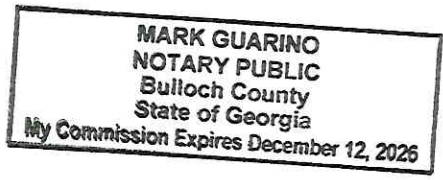
I, Tom Berry, solemnly swear, subject to the penalties sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand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

Tom Berry
Print full name as signed below

JB Signature of applicant Owner Title 4/20/26 Date

Sworn and subscribed before me this 20th day of April, 2026.

Mark Guarino MB Notary Public 12/12/26 My commission expires



Calculation of Basic License Fee

For Calendar Year: _____

<u>Classification:</u>	<u>Mark all that apply</u>	<u>License Fee</u>
1. A. Package Sales (Beer & Wine)	_____	\$1750
B. Package Sales (Distilled Spirits)	_____	\$5000
Location Reservation	_____	N/A
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	_____	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____ ✓	\$750
E. Pub	_____	\$5600
F. Restaurant	_____	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	_____	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 750.00

Annie's PT 2
Tom Berry
105 Tormenta Way, Ste B1

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Monica Gann	Approval	05.04.2026
Fire Department	Noel Small	Approved	5.12.2026
Police Department	Jared Akins	Approve	5/11/26
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, District 2
Ginny Hendley, District 3
John C. Riggs, District 4
Shari Barr, District 5



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 26, 2026

RE: June 2, 2026 City Council Agenda Items

Policy Issue: Consideration of resolution to set special election for District 2 vacancy on November 3, 2026

Recommendation: Approval

Background: Councilmember Paulette Chavers tendered her resignation as District 2 representative at regular Council meeting on May 19, 2026, effective immediately. This resolution would allow a special called election to fill the District 2 vacancy on November 3, 2026.

Budget Impact: None

Council Person and District: District 2

Attachments: Resolution

RESOLUTION 2026-22: A RESOLUTION CALLING FOR A SPECIAL ELECTION TO FILL THE UNEXPIRED TERM OF THE VACANT DISTRICT TWO COUNCIL SEAT; FIXING THE QUALIFICATION FEE FOR CANDIDATES, and AUTHORIZING PUBLICATION

THAT WHEREAS, at the Regular City Council Meeting on May 19, 2026 the Mayor and City Council accepted the resignation of Councilmember Paulette Chavers, and declared the District 2 City Council Seat vacant as of May 19, 2026;

WHEREAS Section 2-3 of the Charter of the City of Statesboro provides that in the event a vacancy occurs on the City Council for any reason other than the expiration of the term of office a Special Election to fill the unexpired term shall be held in accordance with the Georgia Election Code, O.C.G.A., Title 21;

WHEREAS, O.C.G.A. § 21-2-131 requires the governing body to fix the candidate qualification fee, and authorize the publication of a notice of such fee at least THIRTY-FIVE (35) DAYS prior to a special election;

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

Section 1. That a Special Election is hereby called for the purpose to filling the unexpired term of the vacant District 2 City Council seat;

Section 2. That the Special Election called for the purpose of filling the unexpired term of the vacant District 2 City Council seat shall occur on November 3, 2026 from the hours of 7:00 a.m. to 7:00 p.m.;

Section 3. Pursuant to O.C.G.A. § 21-2-131 the qualification fee for candidates for this Special Election to fill the unexpired term of the vacant District 2 City Council seat is hereby set at THREE PERCENT (3%) of the total gross salary of the office in the preceding calendar year which is \$330.00.

Section 4. That the dates and times for candidates to qualify for this Special Election shall begin at **8:30 a.m. on Tuesday, August 18, 2026 and end at 4:30 p.m. on Thursday, August 20, 2026;**

Section 5. That the place for candidates to qualify for this Special Election is the Office of the City Clerk located in City Hall at 50 East Main Street, Statesboro, Georgia 30458;

Section 6. That the last day to register to vote for this Special Election is **October 5, 2026.**

Section 7. That the City Clerk, Leah Harden, is hereby authorized and directed to publish notice of this qualifying fee as well as all other notices required by law for this Special Election.

Section 8. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this 2nd day of June, 2026

CITY OF STATESBORO, GEORGIA

Jonathan McCollar, in his capacity as
Mayor of the City of Statesboro

Attested to by:

Leah Harden, in her capacity as City Clerk
of the City of Statesboro

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, 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

From: Demetrius C. Bynes, Director of Human Resources

Date: May 27, 2026

RE: June 2, 2026 City Council Agenda Items

Policy Issue: Consideration of a motion to confirm health insurance coverage/rates for employees and retirees

Recommendation: Approve

Background: Expenditures related to providing health insurance for employees, retirees, and their families increase annually. For the past six years, the City has covered the increases and not increased premiums for employees or retirees. Staff recommends a 15% increase for biweekly employee premiums effective July 1, 2026. Staff recommends that retiree rates be adjusted to match employee premiums. Lastly, staff recommends that coverage for spouses will end when the retiree reaches age 65.

Budget Impact: N/A

Council Members: All

Attachment: Resolution

**RESOLUTION 2026 - 23: A RESOLUTION CONFIRMING HEALTH
INSURANCE COVERAGE/RATES FOR EMPLOYEES AND RETIREES**

THAT WHEREAS, the Mayor and City Council understand the importance of benefits in the lives of employees, retirees, and their families;

WHEREAS, the Mayor and City Council approve annual funding so that employees and retirees are provided health insurance at a reasonable rate;

WHEREAS, the City of Statesboro's out-of-pocket health expenditures have increased annually;

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

Section 1. Sets the following biweekly rates for employee health insurance premiums effective July 1, 2026:

<u>Coverage</u>	<u>Gold</u>	<u>Platinum</u>
Employee	68.10	115.45
Employee & Spouse	140.07	169.96
Employee & Children	125.78	152.56
Family	202.12	245.42

Section 2. Sets the following monthly rates for retirees:

<u>Coverage</u>	<u>Gold</u>	<u>Platinum</u>
Employee	147.56	250.14
Employee & Spouse	303.49	368.24
Employee & Children	272.51	330.54
Family	437.94	531.75

Section 3. Affirms existing retirees will begin paying the monthly rates above on January 1, 2027.

Section 4. Affirms new retirees will pay the monthly rates above, effective July 1, 2026.

Section 5. Affirms eligibility for retiree health insurance as follows:

- Employee has worked at least 30 years of service with the City of Statesboro
- Employee has worked in a public safety position (Police Officer or Firefighter) for at least 25 years and is at least 55 years old.

Section 6. Affirms spousal coverage for new retirees will cease once the retiree reaches 65 years old.

Adopted this 2nd day of June, 2026.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 5-27-2026

RE: Submission of Application for the 2025 Assistance to Firefighters Grant (AFG).

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for 2025 AFG funding for projects outlined below.

Background: Each year, the federal government invites fire departments from across the country to submit applications for the Assistance to Firefighters Grant (AFG). The primary goal of the AFG program is to help local fire departments meet critical firefighting and emergency response needs by providing funding for equipment, protective gear, emergency vehicles, training, health and safety programs, and other essential resources. The AFG program is highly competitive, and it is the Fire Department's desire to submit an application during this grant period for the following two projects. The total grant request is \$799,700.00.

- Continuation of the Fire Department Health and Wellness Program
(Formerly referred to as the Fire Department Physician Program)
 - This program was previously awarded funding through the Department's 2023 AFG Grant in the amount of \$35,000.00. The Department is requesting \$168,000.00 to continue the Fire Department Health and Wellness Program for a two-year period. The program supports firefighter medical evaluations, health monitoring, and early identification of health risks associated with the fire service. The request also includes additional mental and behavioral health components, which were not included in the 2023 grant, in accordance with NFPA 1582, further supporting firefighter safety, readiness, and long-term wellness.
- Replacements of SCBA (Self-Contained Breathing Apparatus)
 - The Fire Department is requesting \$631,700.00 to replace its current self-contained breathing apparatus, commonly referred to as SCBAs. The Department's current SCBAs need replacement due to operational needs, equipment age, unsupported parts, and changes in applicable NFPA standards. The Department currently operates SCBAs with two different pressure systems, which are not compatible with one another and cannot be converted to a single system.

Replacing the Department's SCBAs through this grant would allow the Fire Department to move to one consistent platform across all apparatus. New SCBA models require a different facepiece, and replacing only a portion of the Department's SCBAs would require personnel to maintain multiple masks, which is not ideal for emergency operations. A full replacement would improve operational consistency, reduce compatibility issues, and help avoid additional costs related to maintaining and testing multiple systems. Without grant funding, replacing the SCBAs would



*Timothy E. Grams
Fire Chief*

Statesboro Fire Department

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



*Jonathan M. McCollar
Mayor*

place a significant burden on the Department's budget over multiple years and limit the Department's ability to address other needs required to operate safely and effectively.

Budget Impact: The relevant stipulations of this grant require a 10% cost share to be paid by the City. If the Fire Department is awarded both projects at the full amount requested, the City's required contribution would not exceed \$79,970.00. Fire Department staff believe the cost share associated with the Health and Wellness Program, \$16,800.00, can be absorbed within the Department's annual budget. The cost share associated with the SCBA replacement would be paid using 2025 SPLOST funds.

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2025 Assistance to Firefighters Grant (AFG).

RESOLUTION 2026-24: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE CITY OF STATESBORO, GEORGIA

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of Assistance to Firefighter Grant, which may be utilized to aid fire departments with needs associated with fire service delivery within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$799,700.00 with a ten percent (10%) cost share or equivalent in-kind expenditure.

WHEREAS, this grant allows the expenditures of the grant funds over a twenty-four (24) month period and is reimbursed to the funded agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 2nd day of June, 2026 hereby authorizes the application for the 2025 Assistance to Firefighter Grant.

BE IT FURTHER RESOLVED that the funding will be provided through the City of Statesboro Fire Department budget and 2025 SPLOST funds for expenditures associated with this grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 2nd day of June, 2026.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Tangie Johnson
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 27, 2026

RE: June 2, 2026 City Council Agenda Items

Policy Issue: Consideration of revised IGA with Bulloch County and other Bulloch municipalities regarding the Floating Local Option Sales Tax (FLOST).

Recommendation: Approval

Background: This amendment is necessary to accommodate the provisions of Senate Bill 33, which amended OCGA 48-8-109.42 to provide that FLOST proceeds received from July 1 of the previous calendar year through June 30 of the current calendar year must be used to reduce ad valorem property taxes for the current calendar year.

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed Amended IGA

**STATE OF GEORGIA
COUNTY OF BULLOCH**

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
IMPOSITION OF THE FLOATING LOCAL OPTION SALES TAX (“FLOST”)**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR IMPOSITION OF THE FLOATING LOCAL OPTION SALES TAX (“FLOST”) (hereinafter the “First Amendment”) is entered into on the ____ day of June, 2026, by and between **BULLOCH COUNTY**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”), the **MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Statesboro”), the **MAYOR AND COUNCIL OF THE CITY OF BROOKLET, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Brooklet”), the **MAYOR AND COUNCIL OF THE CITY OF PORTAL, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Portal”), and the **MAYOR AND COUNCIL OF THE TOWN OF REGISTER, GEORGIA**, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter “Register”) (Statesboro, Brooklet, Portal, and Register hereinafter being also collectively referred to as the “Municipalities”) (the County and the Municipalities hereinafter being also collectively referred to as the “Parties” or individually as a “Party”).

WITNESSETH:

WHEREAS, on August 19, 2025, the Parties entered into an intergovernmental agreement calling for a referendum to impose a sales tax pursuant to Article 2B of Chapter 8 of Title 48 of

the Official Code of Georgia Annotated (the “Agreement”), which Agreement governed, *inter alia*, the collection and distribution of the sales tax (hereinafter the “FLOST”); and

WHEREAS, said referendum was held on November 4, 2025, and a majority of those Bulloch County electors voting in the election voted in favor of imposition of the FLOST; and

WHEREAS, collection of the FLOST began on January 1, 2026; and

WHEREAS, the General Assembly passed Senate Bill 33 in the 2025-2026 Regular Session of the Georgia General Assembly, which became effective upon approval of the Governor on May 11, 2026; and

WHEREAS, Senate Bill 33 amended O.C.G.A. § 48-8-109.42(a) to read as follows: “(a) Any proceeds received by a political subdivision from the tax authorized by this article shall be used by such political subdivision exclusively for tax relief and in conjunction with all limitations provided in the intergovernmental agreement authorizing the tax for such political subdivision as follows: (1) With respect to the proceeds of the tax received by a political subdivision prior to July 1 of a given calendar year in which the tax is imposed under this article for such political subdivision, the governing authority of such political subdivision shall apply such proceeds to reduce ad valorem property taxes for such year; and (2) With respect to the proceeds of the tax received by a political subdivision on or after July 1 of a given calendar year in which the tax is imposed under this article for such political subdivision, the governing authority of such political subdivision shall apply such proceeds to reduce ad valorem property taxes for the subsequent year.”; and

WHEREAS, the Parties have determined that certain provisions of the Agreement related to collection and distribution of the FLOST must be amended in order to comply with the above-quoted provision of Senate Bill 33;

NOW THEREFORE, in consideration of the mutual promises and understandings made in this First Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Municipalities hereby agree as follows:

I. Sections 9, 10, and 11 of the Agreement are hereby amended to read as follows:

Section 9. Accounting of FLOST Proceeds Received by the County

The Parties agree that the County will create a separate account to be held in trust in behalf of the Special Taxing District for FLOST proceeds that are collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account shall be designated as the Bulloch County Special District FLOST Proceeds Fund (“County SD FLOST Proceeds Fund”). The County shall select a bank which shall act as a depository and custodian of the County SD FLOST Proceeds Fund upon such terms and conditions as may be acceptable to the County; provided, however, that the account shall be interest bearing with interest paid into and retained within such account for later apportionment and distribution in accordance with the distribution schedule set forth in Section 10 of this Agreement.

Section 10. Apportionment and Distribution Schedule of FLOST Proceeds

(a) For the term and duration of this Agreement, the Parties agree that FLOST proceeds shall be apportioned and distributed among the Parties in such a manner so as to provide for broad property tax relief for the taxpayers of the Special Taxing District and not result in a net increase in revenue for any jurisdiction. To such end, the Parties agree that the FLOST proceeds shall be apportioned in order to result in the reduction, by an equal percentage, of the total amount of property taxes levied by the governing authority of each Party within the Special Taxing District during the immediately preceding calendar year.

(b) The apportionment described in Section 10(a) shall be calculated by dividing each Party's total property taxes levied in the preceding calendar year by the sum total of the property taxes levied by all the Parties, then multiplying the total FLOST proceeds deposited in the County SD FLOST Proceeds Fund from July 1 in the previous calendar year to June 30 in the current calendar year by the resulting percentage to calculate each Party's apportionment of FLOST proceeds. The following illustration is based on property taxes levied in calendar year 2024 and an assumption that FLOST was in effect and collected from July 1, 2024 to June 30, 2025 with total proceeds of \$19,200,000.00 deposited in the County SD FLOST Proceeds Fund during that period:

<u>Jurisdiction</u>	<u>Taxes Levied</u>	<u>% of Total</u>	<u>FLOST Allocation</u>	<u>% Savings</u>
County	\$39,679,108.75	81.17%	\$15,585,597.65	39.28%
Statesboro	\$8,631,190.74	17.66%	\$3,390,254.23	39.28%
Brooklet	\$436,303.57	0.89%	\$171,376.12	39.28%
Portal	\$101,519.46	0.21%	\$39,875.93	39.28%
Register	\$32,831.89	0.07%	\$12,896.07	39.28%
Total	\$48,880,954.40	100%	\$19,200,000.00	

(c) Each year no later than July 10, the County shall distribute to the Parties from the County SD FLOST Proceeds Fund the FLOST proceeds deposited in the County SD FLOST Proceeds Fund during the period from July 1 of the previous calendar year through June 30 of the current calendar year, and any interest accrued thereon, in accordance with the apportionment formula described in Section 10(a) and (b). For purposes of applying the FLOST proceeds to reduce ad valorem property taxes for the current calendar year, the proceeds will be considered to be received by the Parties prior to July 1 since the proceeds will be in the County SD FLOST Proceeds Fund prior to July 1.

Section 11. Distributions, Accounting, Record Keeping, and Audits

(a) The Parties agree that the County shall distribute FLOST proceeds to each Party periodically as provided for in the distribution schedule set forth in Section 10 of this Agreement.

(b) The Parties agree that a separate account or fund may be created by the County and by each Municipality individually, which corresponds with each year during which FLOST proceeds are to be distributed from the County SD FLOST Proceeds Fund. Each such account or fund shall be designated by the given Party as their 20__ [County or Municipality Name] Floating Local Option Sales Tax Fund (“Annual FLOST Tax Relief Fund”). Alternatively, a Party may deposit its FLOST proceeds into its general fund; provided, however, that the Party shall maintain records of the total amount of FLOST proceeds and the expenditure of the FLOST proceeds for the fiscal year during which the FLOST proceeds are received.

(c) The Parties agree that all records concerning funds and accounts established under Sections 9 and 11 of this Agreement shall be kept by each Party so that the records may be audited, as may be necessary.

(d) The Parties agree that if a Municipality ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such Municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the County as part of the County's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive Municipality.

II. Except as expressly set forth in this Amendment, all of the terms, conditions, and provisions of the Agreement remain unmodified and of full force and effect.

IN WITNESS WHEREOF, the County and the Municipalities, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered on the date indicated herein.

[SIGNATURES ON FOLLOWING PAGES]

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: _____
David Bennett, Chairman

Attest: _____
Venus Mincey-White, Clerk

(SEAL)

MAYOR AND CITY COUNCIL OF
STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, Clerk

(SEAL)

MAYOR AND COUNCIL OF THE
CITY OF BROOKLET, GEORGIA

By: _____
L.W. ("Nicky") Gwinett, Jr., Mayor

Attest: _____
Lori Phillips, Clerk

(SEAL)

MAYOR AND COUNCIL OF THE
CITY OF PORTAL, GEORGIA

By: _____
Billy R. Boggs, Mayor

Attest: _____
John Michael Arrieta, Clerk

(SEAL)

MAYOR AND COUNCIL OF THE
TOWN OF REGISTER, GEORGIA

By: _____
Donnie Roberts, Mayor

Attest: _____
Annette Waters, Clerk

(SEAL)

CITY OF STATESBORO

COUNCIL

Tangie Johnson
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 27, 2026

RE: June 2, 2026 City Council Agenda Items

Policy Issue: Consideration of motion to approve a limited warranty deed conveying a one-half undivided interest in Parcel 135 000010 000, a one acre parcel on WW Mann Center Road in Bulloch County

Recommendation: Approval

Background: Subject property houses FAA-maintained airport infrastructure pursuant to a lease with the City and County. Recent title search revealed this parcel is owned solely by the City. It was assumed that this parcel was jointly owned with Bulloch County, like all other airport related real property. This conveyance will bring the property's ownership in line with other airport properties

Budget Impact: None

Council Person and District: N/A

Attachments: Limited warranty deed and parcel map

Return to: Jeff S. Akins, Esq., Bulloch County Commissioners, 115 North Main Street, Statesboro, GA 30458

STATE OF GEORGIA
COUNTY OF BULLOCH

LIMITED WARRANTY DEED

THIS INDENTURE made this ____ day of _____, 2026, by and between the **MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA**, municipal corporation organized and existing under the laws of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA**, a political subdivision of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives, and assigns where the context requires or permits).

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, all the following described property, to-wit:

A one-half undivided interest in and to that certain tract or parcel of land lying and being in the 1523rd G.M. District of Bulloch County, Georgia, containing 1.382 acres, more or less, according to a plat prepared by J.D. McLeod, Surveyor, dated December 7, 1982 and being recorded in Plat Book 23, Page 43, Bulloch County Records.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part hereof.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantee forever in FEE SIMPLE.

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

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

MAYOR AND CITY COUNCIL OF
STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, Clerk

(SEAL)

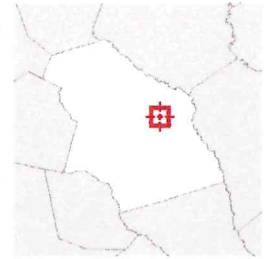
Signed, sealed and delivered
in the presence of:

Witness

Notary Public



Overview



Legend

- Parcels
- Roads
- Bulloch County Outlines

Parcel ID	135 000010 000	Owner	MAYOR & CITY COUNCIL OF STATESBORO	Last 2 Sales			
Class Code	Exempt		GA	Date	Price	Reason	Qual
Taxing District	County		PO BOX 348	4/11/1983	0	Q	U
Acres	1.0	Physical Address	STATESBORO, GA 30459	n/a	0	n/a	n/a
		Fair Market Value	W W MANN CENTER RD				
			Value \$19400				

(Note: Not to be used on legal documents)

Date created: 5/27/2026
 Last Data Uploaded: 5/27/2026 12:15:01 AM




STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police 

DATE: June 2, 2026

RE: Annual Wrecker Agreement

POLICY ISSUE: Adoption of Annual Wrecker Agreement

RECOMMENDATION: That Council approve the July 1, 2026-June 30, 2027 Wrecker Agreement.

BACKGROUND: The City maintains a Wrecker Agreement with local businesses that conduct motor vehicle tows. The Agreement provides companies with requirements in order to be used by the City to tow vehicles at the City's request. In order to be placed on the wrecker rotation, companies must agree to, and abide with, the Agreement. As an example, if the police respond to a motor vehicle crash and a driver requires a tow from the scene, and that driver does not have a personally preferred towing service, the City will contact the next wrecker available under the rotation. This Agreement has been adopted annually by City Council.

There are no proposed changes to last year's Agreement aside from the dates.

BUDGET IMPACT: There is no budget impact.

COUNCIL DISTRICT: All

ATTACHMENTS: Updated Wrecker Agreement.

STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT

July 01, 2026 to June 30, 2027

DEFINITIONS

1. SPD: The Statesboro Police Department
2. Company: The towing company making application for Rotation
3. Owner: Person(s) that own and/or operate/manage a company
4. Operator: An approved tow truck driver/operator
5. Yard: A secured impoundment facility that meets the requirements of the Department of Public Safety's Rule 570-6-1-08
6. Normal Business Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays
7. Sanctions: A penalty, including but not limited to, warnings, suspensions, and/or termination

DISCLAIMER

SPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. SPD reserves the right to make changes to the Agreement, with sufficient notice to the Companies.

Being on the SPD Towing Rotation List is a privilege and not a right. This does not create a contract between SPD and the Company. To be eligible for inclusion on the SPD Towing Rotation List towing Companies must submit, during the application period, their Towing Rotation Application. Companies must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Companies must also follow all Federal, State, and local laws and regulations related to towing companies. Failure to comply with the terms of this Agreement or applicable Federal, State, or local laws or regulations may lead to sanctions against the Company. These sanctions are described further by this Agreement.

The signature of the duly authorized representative on the Application and Agreement signifies that the company acknowledges the following:

- the entire document has been read
- the information provided by the Company is complete and accurate
- that the Company and all of its employees are bound by the provisions of the Agreement
- that the Company understands the requirements for inclusion on the Towing Rotation List
- that the Company accepts all conditions of the Agreement
- that the Company accepts responsibility for the actions of its owners and operators
- that the Company's inclusion on the SPD Towing Rotation List is a discretionary privilege and not a right
- that the Company's inclusion on the SPD Towing Rotation List does not guarantee an equal or specific number of calls while on the rotation

- that falsification of any portion of this Application or Agreement, including in any documentation provided in support of the Application, shall be cause for immediate removal from the Towing Rotation List
- that any such falsifications may later result in criminal prosecution

DESCRIPTION

1. This rotation and agreement will be effective July 01, 2026 to June 30, 2027 unless terminated earlier at the discretion of SPD.
2. Renewals and enrollments for existing and/or new companies must be completed each year during the renewal/enrollment period specified by SPD.

APPLICATION REQUIREMENTS

1. SPD will receive sealed packets until June 19, 2026 at 4:00 p.m. at 25 West Grady Street, Statesboro, Georgia. Packets delivered by this date and time will be processed in preparation for the July 01, 2026 implementation date.
2. Packets must be complete in order to be considered.
3. SPD reserves the right to reject all application, to waive any informality or technicality, and to accept applications deemed to be in the best interest of the Agency.
4. Packets which include trucks, drivers, yards, owners, operators, or managers not qualifying for participation per the terms of this Agreement will not be considered.

CONDITIONS APPLYING TO THE COMPANY

1. The Company is responsible for submitting all information requested as part of this application
2. Managers who do not drive or operate tow trucks must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. Managers must be in compliance with the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.
 - c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.
 - d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
 - e. Shall not be a Registered Sex Offender in Georgia or in any other state.

- f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. The Company must maintain at least one approved yard within 7 miles of the city limits.
5. If the Company has only one approved Driver, and if that Driver is to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during that time period.
6. The Company must maintain general liability and property damage insurance equivalent to that required by the Georgia Department of Public Safety Rule 570-6-1-09 governing nonconsensual towing. The City of Statesboro shall be listed as an additional insured and the Company shall provide proof to SPD that the City of Statesboro is so listed.
7. The Company shall provide evidence of Worker's Compensation Insurance and shall maintain said coverage throughout the rotation year as required per Georgia law.
8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of the call within 20 minutes, except under extraordinary circumstances. The wrecker which arrives must bear the markings of the towing company which was contacted to respond. If the wrecker contacted does not arrive within 20 minutes then another towing service may be requested to respond and the first company sanctioned.
9. The Company bears the responsibility for ensuring that it can respond to requests. SPD's Dispatch Center will attempt to contact Companies on the list by phone one time and then move on to the next towing service on the list. It is not Dispatch's responsibility to continue to call the towing service. If a Company cannot be reached and the next service is contacted, SPD's Dispatch will note this fact and forward the information to the Operations Bureau Captain.
10. For all regular rotation calls, the Company agrees to bill for towing and storage at the exact same rate as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council of Statesboro. In cases of tows which are longer than one hour, an on-scene SPD supervisor may sign the tow receipt, noting the wrecker's arrival and departure from the scene, and thereby authorize billing at an additional \$15.00 per additional quarter hour. For purposes of this section, the tow begins when the SPD dispatcher or officer contacts the Company. It ends when the wrecker departs the scene with the vehicle in tow.
11. If the Company initiates proceedings to perfect and enforce its lien rights against the vehicle as provided for in Chapter 3 of Title 40 of the Official Code of Georgia, the Company may assess the actual costs of postage for providing notice via certified mail or statutory overnight delivery to the owner.
12. Only those charges allowed per this agreement may be charged to a vehicle owner or insurance company. There will be no additional charges allowed for cleanup of any debris or spills at the scene. SPD may perform audits on Company billing receipts.
13. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques. It will also

ensure that they are capable of performing their duties in a lawful, safe, proper, and efficient manner.

14. The dispatch phone number shall be answered in the name of the Company making application.
15. The Company agrees not to use unapproved managers, drivers, operators, yards, or trucks. New managers, drivers, operators, yards, and trucks may be added by submitting the required information and supporting documentation. The Company must immediately notify SPD of any and all changes to Company information including the removal of any yard, truck, driver, or operator.
16. The Company shall state their regular business hours on the application and shall maintain those hours while serving on the Towing Rotation List.
17. Applications for inclusion on SPD's Towing Rotation List shall constitute agreement and consent by the person or entity making the application for inspections by SPD personnel. These inspections include, but are not limited to, entry onto the premises during normal business hours, inspection of records, inspection of the conditions on the yard, and inspection of equipment. These inspections are for purposes of determining compliance with the terms set forth in this agreement.
18. Only those Companies contacted by SPD's Dispatch from the Towing Rotation List may respond to an SPD tow request. Companies are prohibited from responding to calls based on surveillance, either in person or by overhearing radio traffic and responding. Further, the Company contacted by Dispatch from the Towing Rotation List must be the one which responds. Companies are not permitted to cover for one another without the List itself being changed at the direction of the Chief of Police or his/her designee.
19. The Company will maintain complete and accurate records of all SPD-requested tows and shall provide SPD with said records upon request. Failure to maintain such records will result in sanctions up to suspension or removal from the Towing Rotation List.
20. The Company agrees that all work will be performed using equipment declared on the Company's application and approved for use by SPD. No work on behalf of SPD will be performed by equipment, employees, or agents of the Company not declared on the Company's application. The only exceptions are when specialized equipment is needed for the towing of vehicles requiring special handling. In that case, a subcontractor may be utilized.
21. The Company will ensure that tow truck operators provide only those services that are necessary or requested and will, at the time of the tow, provide the owner or driver of the vehicle (if present on scene) with the following:
 - a. the location where the vehicle will be stored
 - b. a copy of the current rate schedule
 - c. the terms of the vehicle recovery
22. The Company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle. This will be done in a timely manner. Vehicles that are damaged as a result of the tow may result in the Company being sanctioned up to suspension or removal from rotation.
23. The Company shall provide SPD officers on scene any requested information regarding the Company, driver, truck, equipment, yard, or any other fact deemed pertinent.

24. The Company shall ensure that once the Operator is given control of the vehicle at the tow scene a notation is made on the invoice describing any property removed from the vehicle and the name of the person removing it.
25. Operators shall not leave the scene of a tow on a traffic collision until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed unless permitted by the SPD officer.
26. The Company shall provide renewal copies of occupation tax certificates, local/state/federal licenses, insurance, registration, Motor Carrier Certification, and driver certificates to SPD at the time the item is renewed. As the Companies should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within 30 days of the previous expiration. Notification by an insurance company or the State of Georgia that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by SPD.
27. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with SPD officers at the scene of traffic collisions. Dishonesty and/or failure to cooperate may result in sanctions up to termination from the Towing Rotation List.
28. The Company shall ensure that all owners, managers, and operators report to SPD at 25 West Grady Street no later than July 1 of each year to sign authorization forms for bi-annual criminal and driver's history checks to be conducted.
29. The Company must submit a Georgia E-Verify affidavit form or exemption affidavit along with its application packet.

CONDITIONS APPLYING TO THE OPERATOR

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.
2. Each Owner and Operator must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. An SPD identification card shall only be issued to Owners and Operators who meet the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.
 - c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.

- d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
 - e. Shall not be a Registered Sex Offender in Georgia or in any other state.
 - f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. Each Owner and Operator must submit his driving record, not older than 30 days, from the Georgia Department of Public Safety.
 5. Each Owner or Operator who responds to Rotation calls shall clearly display a valid SPD identification card which has been issued to that Owner or Operator for his/her specific Company. ID cards are non-transferable and shall be used for official, Rotation calls only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of SPD and shall be surrendered to SPD upon termination. The Company is responsible for making sure that the ID card is returned to SPD and shall not destroy or dispose of said ID cards.
 6. Operator error that results in excess of \$1,000.00 in damage to a vehicle or which causes bodily injury may result in the Company being sanctioned and the Operator being permanently banned from participating in the Towing Rotation List.
 7. Using an unauthorized Operator on a Rotation call may result in a Company's immediate termination from the Towing Rotation List.

CONDITIONS APPLYING TO THE TRUCKS AND EQUIPMENT

1. Each tow truck shall comply with the equipment requirements as established by the Georgia Department of Public Safety's Rule 570-6-1-11.
2. Tow trucks must comply with all Federal, State, and local laws.

CONDITIONS APPLYING TO THE STORAGE YARD/LOT

1. Yards/lots shall be located within a 7 mile radius of the city limits of Statesboro and in compliance with the requirements of the Georgia Department of Public Safety's Rule 570-6-1-.08 governing non-consensual towing.
2. The Company shall provide owner access to vehicles towed subject to a Rotation call during the normal business hours on the Company's application. If the Company provides access to the vehicle outside of the normal business hours listed on the application, the Company may charge the owner "after hours fees" as prescribed in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council.
3. Companies, upon being contacted by the vehicle owner or authorized agent will comply with the following:
 - a. A representative of the Company will respond within 20 minutes and by appointment

- b. The Company will not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of any of the following activities:
 - i. Releasing a vehicle
 - ii. Releasing life essential personal property contained within the vehicle
 - iii. Inspecting the condition of the vehicle
4. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may be prohibited from accepting vehicles towed under the Towing Rotation List.
5. All property removed from towed vehicles by the Company for "safekeeping" must be listed on the invoice received by the vehicle owner.
6. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property. Such a log shall show the name, vehicle, date, time, and receipt number.

COMPLAINTS PROCEDURES

1. The Company shall cooperate with SPD in any inquiry regarding a complaint alleging that any part of this agreement has been violated by the Company.
2. As a matter of practicality, the enforcement of certain articles in this Agreement occurs primarily as violations are reported to SPD.
3. SPD shall be the determining authority as to the severity of any violation. Complaints will be delivered to the Dispatch Supervisor, registered with the Operations Bureau Captain, and then assigned out for investigation. The Operations Bureau Captain will then make a recommendation to the Chief of Police or his/her designee as to the appropriate disposition of the complaint and any potential sanctions.

PENALTIES FOR VIOLATION OF THE TERMS OF THIS AGREEMENT

1. SPD has an obligation to the public regarding the safety of vehicles and their contents when towed and stored at SPD request and by a Company operating under the Towing Rotation List. When circumstances warrant, it may be necessary to immediately suspend a towing company from the Rotation and continue said suspension until the situation can be thoroughly investigated and a fair decision rendered.
2. Actions that may result in a Company's suspension or termination from the SPD Towing Rotation List include, but are not limited to:
 - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers
 - b. charging unauthorized fees
 - c. holding life-essential personal property "hostage" for payment to the company
 - d. expiration of liability or workers compensation insurance
 - e. failure to maintain complete and accurate records of Rotation towed vehicles
 - f. threats
 - g. operating a tow truck or Company in violation of law
 - h. using unauthorized company operators, trucks, or yards on rotation calls
 - i. serious operator error

- j. vehicle damage sustained during the towing process
 - k. operating unsafe tow trucks
 - l. moving a yard to another location without prior notification to SPD
 - m. operating a yard which does not have an office on site unless the yard and off-site storage location is approved by SPD
 - n. falsifying information on this application
 - o. revocation/suspension of driving or towing privileges by the State of Georgia
3. Following an investigation, the Company will be notified by email or U.S. mail of any sanctions deemed appropriate by SPD
 4. SPD will determine the length of any suspension. Suspension may result in a Company being denied participation for any length of time in the current Rotation, extended into a proceeding Rotation, permanently, or as determined by the Chief of Police or his designee.
 5. A company, yard, truck, or driver may be suspended or terminated from the Rotation for practices determined by SPD to be unlawful, unreasonable, or otherwise not in the best interests of the public and as outlined in this Application.
 6. A violation of any part of this Agreement may be the cause for sanctions.
 7. If SPD removes, suspends, or sanctions a Company on the Rotation the Company will be furnished with the reasons for said sanctions, in writing, within 5 days of imposition of said sanctions. The Company has the right to appeal this decision to the Mayor and City Council. in order to appeal such a decision, the Company shall file a written notice of appeal with the City Clerk within 30 days of receipt of the written decision by SPD. Upon receipt of a notice of appeal, the City Clerk shall place the appeal on the agenda for the next meeting of the Mayor and City Council for hearing.

AFFIRMATION AND ACKNOWLEDGEMENT

I hereby declare under criminal penalty of the State of Georgia that the information contained in the foregoing STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I have read the application in its entirety. I agree to abide by

the terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner

Printed name: _____

Company name: _____

Date: _____

Phone number: _____

Email address: _____

Mailing address: _____

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, 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

From: Demetrius C. Bynes, Director of Human Resources

Date: May 27, 2026

RE: June 2, 2026 City Council Agenda Items

Policy Issue: Consideration of a Memorandum of Understanding with GeorgiaForward, Inc. to host the 2026 Youth Symposium in Statesboro

Recommendation: Approve

Background: Annually, the Georgia Municipal Association and GeorgiaForward host a Youth Symposium in conjunction with a host city. City leadership believes this event would provide an excellent opportunity to host approximately 100 youth from across the state while highlighting our community. The Statesboro Youth Council has affirmed its support and is committed to collaborating with staff to successfully implement this event if approved by the Elected Body.

Budget Impact: \$10,000

Council Members: All

Attachment: Memorandum of Agreement

**MEMORANDUM OF UNDERSTANDING
BETWEEN
GEORGIAFORWARD, INC.,
AND
THE CITY OF STATESBORO, GEORGIA**

This Memorandum of Understanding (hereinafter called the “Agreement” or “MOU”) is made and entered into as of the date of execution, by and between GeorgiaForward, Inc., (hereinafter called “GF”), and the City of Statesboro, Georgia, (hereinafter called the “City”), and is effective on the ____ day of _____, 2026 (“Effective Date”).

RECITALS

WHEREAS, GF is a domestic, nonprofit corporation created with a mission to improve the State of Georgia by working as a catalyst to promote cross-sector, statewide conversations and partnerships by engaging young professionals and business, political, academic, and civic leaders; and

WHEREAS, the City is a municipal government of Statesboro, Georgia and Bulloch County, Georgia; and

WHEREAS, the Youth Symposium is an annual leadership and civic engagement event designed to bring together youth leaders from across Georgia for educational sessions, networking opportunities, and community-building experiences. The event is anticipated to host approximately 100 youth participants and 30 adult chaperones.

WHEREAS, it is agreed and understood that the City and GF have the authority to contract for the scope of work described in **Exhibit A** and both the City and GF agree to perform all obligation under this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, covenants, and agreements contained herein, and other good and valuable consideration, GF and the City (hereinafter each individually a “Party” and collectively the “Parties”) agree to the Recitals above and as follows:

I. Services and Compensation

The City and GF agree to perform the services and scope of work set forth in the attached **Exhibit A** (the “Services”) for the compensation set forth in **Exhibit A**. **Exhibit A** is expressly incorporated into this Agreement as if fully restated. The Parties agree that each shall provide reasonable assistance to facilitate the performance of the services and scope of work.

II. Term

The term of this Agreement shall start on the Effective Date, which is the date of execution by all parties, and remain in effect through the completion of the 2026 Youth Symposium and any associated post-event obligations, unless terminated earlier by mutual written agreement. In no event shall this Agreement extend beyond one year past the Effective Date.

III. Ownership and Use of Work Product

GF provides similar services for other non-profit organizations and local governments, and all organizations benefit by GF's ability to re-use and repurpose its intellectual property when providing services. Unless otherwise stated in **Exhibit A**, GF retains ownership of any intellectual property it develops in the performance of Services ("Work Product"). However, the City is granted a permanent, non-exclusive license to use for its own operations any Work Product prepared by GF and delivered to the City.

IV. Limitation of Liability

GF shall not be liable for any third-party claims against the City, nor shall this Agreement be construed to make GF an agent or employee of the City. Each Party shall defend, and hold harmless the other party, and the other Party's officers, directors, agents, and employees, from and against any and all third-party claims and actions arising from its own negligent acts, errors and/or omissions or intentional or willful misconduct in the performance of this agreement. Any indemnification by GF of the City, and any liability to the City arising from the actions of GF, shall be limited to the amounts paid by the City to GF under this Agreement.

V. Independent Contractor Relationship

This Agreement does not create and shall not be construed to create an employee, representative, joint venture, partnership or agency relationship between the parties. Accordingly:

- a) GF shall provide Services as an independent contractor, and GF shall not be considered an employee of the City for any purpose;
- b) GF's employees, representatives, agents and subcontractors shall not be entitled to, and shall not receive from the City in connection with services provided hereunder, any insurance coverage, pension, profit sharing, paid vacation, sick leave disability or similar benefit normally provided by the City to its employees;

VI. Excused Performance

Neither GF nor the City shall be deemed to be in default of this Agreement or be liable for any delay or failure in performance, resulting directly or indirectly from any act of the elements, civil or military authority, civil disturbance, war, strike, fire, earthquake or other cause beyond its control. The time within which GF is required to perform in accordance with the terms and conditions of this Agreement shall be extended for any delays caused in whole or in part by the City, provided however, that GF notifies the City in writing within ten (10) business days of discovering such delays.

VII. Termination

Neither Party may terminate this Agreement for convenience. GF shall have the right to terminate this Agreement: if the City fails to make any payment of undisputed amounts or commits any other material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the failure or other material breach and GF's intention to terminate the Agreement unless cured. The City shall have the right to terminate this Agreement: if GF commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the failure or other material breach and the City's intention to terminate the Agreement unless cured.

VIII. Confidential Information and Contact Information

Confidential Information includes all confidential and proprietary information of either party or any third party disclosed by one party to the other. If GF will need to create or maintain sensitive personal information such as first and last names and dates of birth in order to perform the Services, GF shall protect such information in accordance with information privacy and security policies by which it is subject. The Parties may use and disclose Confidential Information for the purposes of performing services under this Agreement, exercising rights under this Agreement, and associated recordkeeping.

IX. Miscellaneous

- a) Survival. The terms of the following sections shall survive any termination of this Agreement:
Ownership and Use of Work Product
Limitation of Liability
Miscellaneous
- b) Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and any attempted assignment or delegation without such consent shall be void.
- c) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors and permitted assigns of the Parties.

- d) No other Agreement; Modification. This Agreement sets forth the entire understanding of the Parties and supersedes any prior negotiations, understandings or agreements with respect to the subject matter hereto. Except as expressly set forth herein, neither Party has made any statement, representation or warranty in connection herewith which has been relied upon by the other party or which acted as an inducement for the other Party to enter into this Agreement. This Agreement may only be modified by a writing signed by both Parties.
- e) Notices. All notices under this Agreement shall be in writing and shall be delivered (a) personally, with a copy by email; (b) by overnight courier, with a copy by email; or (c) by United States mail, registered or certified, return receipt requested, postage prepaid, with a copy by email. Notices shall be deemed received on the date of personal delivery, the date of action receipt as indicated on the delivery invoice or return receipt or the date receipt is refused; whichever is earlier. Notices shall be sent to the parties at the addresses set forth herein, or at such other addresses as the parties may provide in writing from time to time.

GF:

Mr. Tafari Turner
Program Manager
GeorgiaForward, Inc.
201 Pryor Street, SW
Atlanta, GA 30303-3606
tturner@gacities.com
(470) 376-9492

City:

Mr. Charles Penny
City Manager
City of Statesboro
50 East Main Street
Statesboro, Georgia 30458
charles.penny@statesboroga.gov
(912)764-0683

- f) Waiver and Severability. The waiver of one breach or default under this Agreement will not constitute the waiver of any subsequent breach or default. Any provision of this Agreement held to be illegal or unenforceable will be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it will be

stricken and the remainder of this Agreement will continue in full force and effect.

- g) Governing Law. This Agreement will be governed in all respects by the laws of the state of Georgia, without regard to any conflict of laws principles, decisional law, or statutory provision which would require or permit application of another jurisdiction's substantive law. The Parties agree that the venue of any legal or equitable action that arises out of or relates to this Agreement shall be a court of competent subject matter jurisdiction in Fulton County, Georgia and the parties hereby consent to the jurisdiction of such court.

- h) Dispute Resolution. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between those who have authority to settle the controversy. Within ten (10) business days after receipt of the notice, the receiving Party shall submit to the other a written response. The notice and the response shall include (1) a statement of each Party's position and a summary of arguments supporting that position, and (2) the name and title of the person who will represent that Party and of any other person who will accompany that person. Within ten (10) business days after delivery of the disputing Party's notice, the representatives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other will be honored. All negotiations pursuant to this clause will be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and the rules of evidence of any state.

[Signatures on Following Page]

In witness whereof, the Parties have executed this Agreement and it is effective on the Effective Date.

GeorgiaForward, Inc. (GF)

By: _____

Date: _____

Name: _____

Title: _____

City of Statesboro, Georgia (City)

By: _____

Date: _____

Name: _____

Title: _____

REVIEWED
By Legal: Rusi Patel at 10:42 am, May 22, 2026

Exhibit A

I. Event Details

The 2026 Youth Symposium shall be held in Statesboro, Georgia, on mutually agreed-upon dates during the fall of 2026 (September–November), pending final approval by GMA and GeorgiaForward.

II. GeorgiaForward Inc. (GF) will:

1. Provide overall event coordination and management support.
2. Collaborate with the Host City on event planning and logistics.
3. Assist in developing the symposium agenda and programming.
4. Assist with identifying and securing speakers and presenters.
5. Secure the hotel room block for attendees and chaperones.
6. Conduct regular planning meetings with the Host City:
 - Monthly meetings during the planning phase
 - Bi-weekly meetings closer to the event date
7. Manage participant registration and registration fee collection.
8. Apply registration revenues toward event-related expenses.
9. Provide final approval of meeting space, programming, and overall event structure.

III. City will:

A. Planning & Coordination

1. Establish a local planning committee to coordinate symposium activities.
2. Participate in regular planning meetings with GMA and GeorgiaForward.
3. Assist in developing the symposium schedule and identifying local speakers, presenters, and talent when available.

B. Facilities & Lodging

4. Secure adequate lodging accommodations (in coordination with GMA) consisting of:
 - Approximately 40 rooms with double beds
 - Approximately 20 single rooms

5. Secure meeting and event space at no cost to GMA or GeorgiaForward, subject to approval by GMA and GeorgiaForward.

C. Event Hosting

6. Host and coordinate the Friday evening kickoff event, including food and activities (examples may include a pizza party, taco bar, or icebreaker event).
7. Assist with coordination of:
 - o Friday dinner
 - o Saturday lunch
 - o Saturday dinner
8. Provide attendee gift bags.
9. Coordinate local volunteers to assist with event operations, including registration, setup, hospitality, food service, and cleanup.

D. Financial Commitments & Sponsorships

10. Commit local financial and in-kind support toward hosting the symposium.
11. Work to secure local sponsors and partners to help offset event costs, including:
 - Printing
 - Food and catering
 - Speaker gifts
 - Signage
 - Gift bag items
12. Acknowledge that anticipated local event-related expenses may total approximately \$10,000, however, In-Kind donations are encouraged to lower actual costs.

IV. Financial Understanding

Each party shall be responsible for expenses specifically assigned within this agreement unless otherwise agreed upon in writing.

GMA and GeorgiaForward shall allocate registration revenues toward symposium expenses. The City of Statesboro understands that local sponsorships and financial support are essential to offset the remaining costs associated with hosting the event.