CITY OF STATESBORO, GEORGIA
CITY HALL COUNCIL CHAMBERS

CITY COUNCIL MEETING &
PUBLIC HEARING AGENDA

November 17, 2026 5:30 pm

1. Call to Order by Mayor Jonathan McCollar

2. Invocation and Pledge of Allegiance by Councilmember Tangie Johnson

3. Oath of Office Administrated by Bulloch County Probate Judge Lorna Deloach to District 2 Council Member elect Loletta Donaldson-Elliott.

4. Recognitions/Public Presentations:

   A) Presentation of a Proclamation recognizing the Southern Ambassador Team for their contributions to Georgia Southern University's record enrollment growth.

5. Public Comments (Agenda Item):

6. Consideration of a Motion to approve the Consent Agenda
   A) Approval of Minutes
      a) 11-03-2026 Council Minutes
      b) 11-03-2026 Executive Session Minutes
   B) Consideration of a motion to approve the surplus and disposition of equipment that has exceeded its useful life in the Public Works and Engineering Department.

7. Public hearing and consideration of a motion to approve **APPLICATION RZ 26-08-01**: Zack Smith Properties is requesting a Zoning Map Amendment from the R-15 (One-Household Residential)/HOC (Highway Oriented Commercial) to R-4 (High Density Residential District). The Zoning Map Amendment requests is for one (1) parcel of 17.83-acres located along Zetterower Road (Tax Parcel # MS48000022 000).

8. Public hearing and consideration of a motion to approve: **APPLICATION RZ 26-10-02**: KRA Architects is requesting a Zoning Map Amendment from the PUD/MX (Planned Unit Development/Mixed Use District) to the MX (Mixed Use District). The Zoning Map Amendment request is for one (1) parcel of 18.14 acres located at 2802 Old Register Road for a proposed town center development (Tax parcel# 076 000001 002).

9. Public hearing and consideration of a motion to approve: **Resolution 2026-42**: A Resolution adopting an updated Language Access Plan for the Community Development Block Grant.

10. Consideration of a motion to approve **Resolution 2026-43**: A Resolution requesting the Georgia General Assembly to adopt Local Legislation for the City of Statesboro to increase the Hotel/Motel tax from 6% to 8%.

11. Consideration of a motion to approve Task Order 3 with Michael Baker International, Inc., in a not-to-exceed amount of $1,365,585.01 for engineering design services for the Bridges on the Creek on the Blue Mile project, STM-34, to be funded by GDOT.

12. Consideration of a motion to approve an employment agreement between the Mayor and City Council of Statesboro and Jason M. Boyles.

13. Public Comments (General)

14. Other Business from City Council

15. City Managers Comments

16. 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)

17. Consideration of a Motion to Adjourn

City of Statesboro

Oath of Office – City Council

November 17, 2026

"I, Loletta Donaldson Elliott, do solemnly swear that I will faithfully discharge all duties devolving on me as Councilwoman of the City of Statesboro, during my continuance in office, according to the best of my ability and understanding, so help me God."

_____

Loletta Donaldson Elliott,
Councilmember

_____

Lorna Deloach,
Bulloch County Probate Judge

City of Statesboro

Proclamation

RECOGNIZING THE SOUTHERN AMBASSADOR TEAM FOR THEIR CONTRIBUTIONS TO GEORGIA SOUTHERN UNIVERSITY'S RECORD ENROLLMENT GROWTH

WHEREAS: Georgia Southern University is a cornerstone of educational excellence, community engagement, and economic development in the State of Georgia; and

WHEREAS: Georgia Southern University has achieved a historic enrollment milestone, welcoming 33,773 students overall and more than 6,700 new undergraduate students, reflecting the university's continued growth and its commitment to providing exceptional educational opportunities; and

WHEREAS: the Southern Ambassador team serves as a vital representative of Georgia Southern University, welcoming prospective students and their families, leading campus tours, and creating meaningful experiences that connect students to Eagle Nation; and

WHEREAS: through their dedication, professionalism, and commitment to student success, the Southern Ambassadors have played an important role in supporting Georgia Southern University's record enrollment growth and strengthening the university's recruitment efforts; and

WHEREAS: the Southern Ambassadors exemplify the values of service, leadership, collaboration, and excellence while representing Georgia Southern University throughout the community; and

WHEREAS: their hard work and commitment have helped prospective students envision their future at Georgia Southern University and contributed to the continued growth and success of the university; and

WHEREAS: the City of Statesboro recognizes the significant contributions of the Southern Ambassador team and the positive impact they have made on students, families, and the broader community.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro, do hereby recognize and honor the

Southern Ambassador Team of Georgia Southern University

for their outstanding service, dedication, and contributions to the university's record enrollment growth, including the achievement of 33,773 overall students and more than 6,700 new undergraduate students.

BE IT FURTHER PROCLAIMED that the City of Statesboro extends its sincere appreciation to the Southern Ambassadors for their continued commitment to welcoming future Eagles, supporting student success, and strengthening the connection between Georgia Southern University and the community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Statesboro to be affixed this 17th day of November 2026.

_____

Jonathan McCollar, Mayor

CITY OF STATESBORO
COUNCIL MINUTES
NOVEMBER 03, 2026

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

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

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

ATTENDENCE

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

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Senior IT Support Specialist Alan Schleder, City Attorney Cain Smith and City Clerk Leah Harden

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 10-20-2026 Work Session Minutes
b) 10-20-2026 Council Minutes
c) 10-20-2026 Executive Session Minutes
d) 10-23-2026 Called Council Meeting Minutes
e) 10-23-2026 Executive Session Minutes

A motion was made to approve consent agenda.

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

5. **Consideration of a motion to approve <u>Resolution 2026-41</u>: A Resolution to adopt the first amendment to the Fiscal Year 2026 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.**

A motion was made to approve **<u>Resolution 2026-41</u>**: A Resolution to adopt the first amendment to the Fiscal Year 2026 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

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

6. **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 health insurance brokerage service to NFP.**

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 health insurance brokerage service to NFP.

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

7. **Consideration of a motion to approve the purchase of 34 Motorola V700 body worn cameras, 10 battery chargers, 34 batteries, and five-year warranties from Motorola Solutions in the amount of $70,516.60. This purchase will be funded from 2025 SPLOST.**

A motion was made to approve the purchase of 34 Motorola V700 body worn cameras, 10 battery chargers, 34 batteries, and five-year warranties from Motorola Solutions in the amount of $70,516.60. This purchase will be funded from 2025 SPLOST.

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

8. **Consideration of a motion to approve Task Order #7 with Atlas Technical Consultants, LLC, for right of way negotiation services for the ENG-115B Blue Mile Phase 2 Project in the amount of $197,950, to be funded by 2023 TSPOLST funds.**

A motion was made to approve Task Order #7 with Atlas Technical Consultants, LLC, for right of way negotiation services for the ENG-115B Blue Mile Phase 2 Project in the amount of $197,950, to be funded by 2023 TSPOLST funds.

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

9. **Public Comments (General):**

Karon Williams addressed Council regarding the public library. He introduced himself as a traveling missionary who does campus ministry at Georgia Southern and has lived in Statesboro for about two years. He described a recent incident at the library in which the head librarian spoke to him rudely. He said he addressed the librarian about it, and the librarian then called police to have him removed for what he called criminal trespass. When Mr. Williams went to the police station, he found no record of the incident. He later spoke with the Police Chief, whom he described as having been great to him, and said they had "a great conversation." He had not heard from the head librarian in the roughly one month since.

Sandra Bohlen, a 71-year-old resident of Eastview Apartments, said she and the few remaining residents were being displaced due to a tax and water-service issue involving the property. She said she had paid rent for 15 years and had not received written documentation of the move. She described difficulty finding affordable housing, particularly because she has no vehicle and relies on a home aide and nearby family. She said only eight residents remained, and she was speaking for some who were too old to speak for themselves. She stated that her daughter would not leave her in the street, but that she did not want to impose. Ms. Bowden concluded: "All I want is a place to live and pay my bills like I've been paying them."

City Manager Charles Penny asked a staff member, Olympia, to meet with Ms. Bohlen following the meeting, noting that Leah had already been helping her. He stated that this was a private matter that could not be resolved at the dais, but that staff would try to contact Union Mission and other resources. He said he could not make any promises.

Mayor McCollar shared that Bryant's Landing was building another 50 apartments, but that this would not solve the problem immediately. He said the City had been aggressively pursuing more senior housing but "probably" had a two-year waiting list, which "doesn't fix right now." He asked Mr. Penny, to provide Council with additional insight into the foreclosure situation.

10. **Other Business from City Council**

Mayor Pro Tem Barr announced several upcoming community events:

- **Tractors and Tunes:** Friday evening at 6:00 PM downtown. It had been postponed twice due to rain and will proceed rain or shine.
- **Greener Boro:** Meets the first Thursday of each month at 6:00 PM in the Council chamber and is open to the public.

- **Town Hall:** Thursday evening at 6:00 PM at Pittman Park. It is a City and college partnership using a three-question survey, also available on the City website, to gather input on community priorities.
- **Recycle Fest:** Saturday, November 14, at 10:00 AM behind City Hall.

11. City Managers Comments

City Manager Charles Penny reported that Council had received an email from Michael Taylor about the Statesboro Stag, a proposed semi-professional football team. He had met with Mr. Taylor, who said a coach had already been engaged and the staff was being assembled. The team would still need a place to play, and its season would run from about March to the end of May. Mr. Taylor hopes to launch the team in 2028, not 2027, to allow time to secure sponsors.

Mr. Penny also addressed public statements about the City's role in a proposed data center. He stated that the only actions the City had taken were these:
Council adopted an ordinance in June setting parameters for data centers.

Property owners on Burkhalter approached the City about a year ago and asked whether the property could be zoned to allow a data center. Staff researched the request and recommended office zoning, and the Mayor and Council approved it.

The ordinance requires a special use permit, and the application submitted was incomplete. He said the Planning Director's work is the same as for any developer, identifying appropriate land uses, and that recommendations go to the Planning Commission and then to Council. The City has not run water, sewer, or gas to the site, is not recruiting a data center, and is not meeting behind closed doors. He compared the process to that followed for Kroger. He defended staff against claims of impropriety and stated that if a complete special use application is received, adequate public notice will be given before it goes to the Planning Board and then to Council.

12. 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 9:32 am 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:	Councilmember John Riggs
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

At 9:52 am a motion was made to exit executive session.

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

13. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 9:53 a.m.

_____
Jonathan McCollar, Mayor

_____
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
I. Cain Smith, City Attorney

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

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

From: Brad Deal, P.E., Director - Public Works & Engineering

Date: November 9, 2026

RE: Public Works & Engineering Department Asset Surplus and Disposition

Policy Issue: Purchasing Policy: Equipment Surplus and Disposition.

Recommendation:
Staff recommends approval of the surplus and disposition of equipment on the attached list in the Public Works and Engineering Department.

Background:
The equipment on the attached list has exceeded its useful life and is being replaced, or has already been replaced in some cases.

Budget Impact: Reduce Maintenance Cost

Council Person and District: N/A (citywide)

Attachment: Public Works Surplus List FY2027

Copy: Darren Prather, Director of Central Services

Public Works Surplus List FY2027

Streets Division

1. 2008 Ford F-250 gas engine truck serial # 1FTSX20Y78ED56790 Streets
2. 2013 Asphalt machine K-M 8000 T serial # 1K9BU2024DN246141 Streets
3. 1992 Whiteman Concrete Mixer Serial # GX40242 Streets
4. Echo weedeater- SRM2620T
5. Echo weedeater- SRM 2620
6. Stihl handheld blower BG56
7. Echo handheld blower PB2620
8. Echo chainsaw CS 370
9. Husqvarna chainsaw 445
10. Echo chainsaw CS 355T Parts
11. Husqvarna chainsaw 450
12. Echo Auger EA 410

Parks Division

Blowers

1. PB-9010 P56912013040
2. PB-755 P43214216048
3. PB-755 P53114018856
4. PB-755 P43214041499

Weedeaters

1. 2620 T94215074839
2. 2620 T42512062730
3. 2620 T94215074835

Pole Saw

1. PPT 2620 E6041502293

Chain Saw

1. CS-346 2058116

Shop Vac

1. SVXZ

Stormwater Division

1. 2003 Ford F-450 VIN: 1FDXF46P23EB99368

Solid Waste Disposal Division

1. 2015 Caterpillar 938H VIN: J3R01217
2. Transfer station scales (Acquired 3/2000) Serial Number: N/A

CITY OF STATESBORO

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Vacant, District 2
Ginny Hendley, District 3
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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: November 5, 2026

RE: November 17, 2026 City Council Agenda Items

Policy Issue: *Application RZ 26-08-01*: Zoning Map Amendment Request

Recommendation: Planning Commission recommends Denial of RZ 26-08-01.

Background: Zack Smith Properties is requesting a Zoning Map Amendment from the R-15 (One-Household Residential)/HOC (Highway Oriented Commercial) to R-4 (High Density Residential District). The Zoning Map Amendment requests is for one (1) parcel of 17.83-acres located along Zetterower Road (Tax Parcel # MS48000022 000).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Development Services Report RZ 26-08-01

City of Statesboro-Department of Planning and Development

ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458
(912) 764-0630
(912) 764-0664 (Fax)

RZ 26-08-01 **ZONING MAP AMENDMENT REQUEST**	
LOCATION:	Highway 80 west and Zetterower Road
PETITIONER/REPRESENTATIVE	Philip Searles/ Pape-Dawson Jeb Stewart
EXISTING ZONING:	R-15 (One-Household Residential)/HOC (Highway-Oriented Commercial)
PROPOSED ZONING:	R-4 (High Density Residential District)
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Developing Neighborhoods and Redevelopment Area
TOTAL ACRES:	17.83-acres (776,674.8 +sq ft)
PARCEL TAX MAP #:	MS48 00002 000
COUNCIL DISTRICT:	District 1 (Johnson)
EXISTING USE:	Vacant
PROPOSED USE:	Independent Senior Living and Multi-family dwelling.

Planning Commission: September 1, 2026

City Council: September 15, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION
RZ 26 08-01 DENIAL

DETAILED DISCUSSION

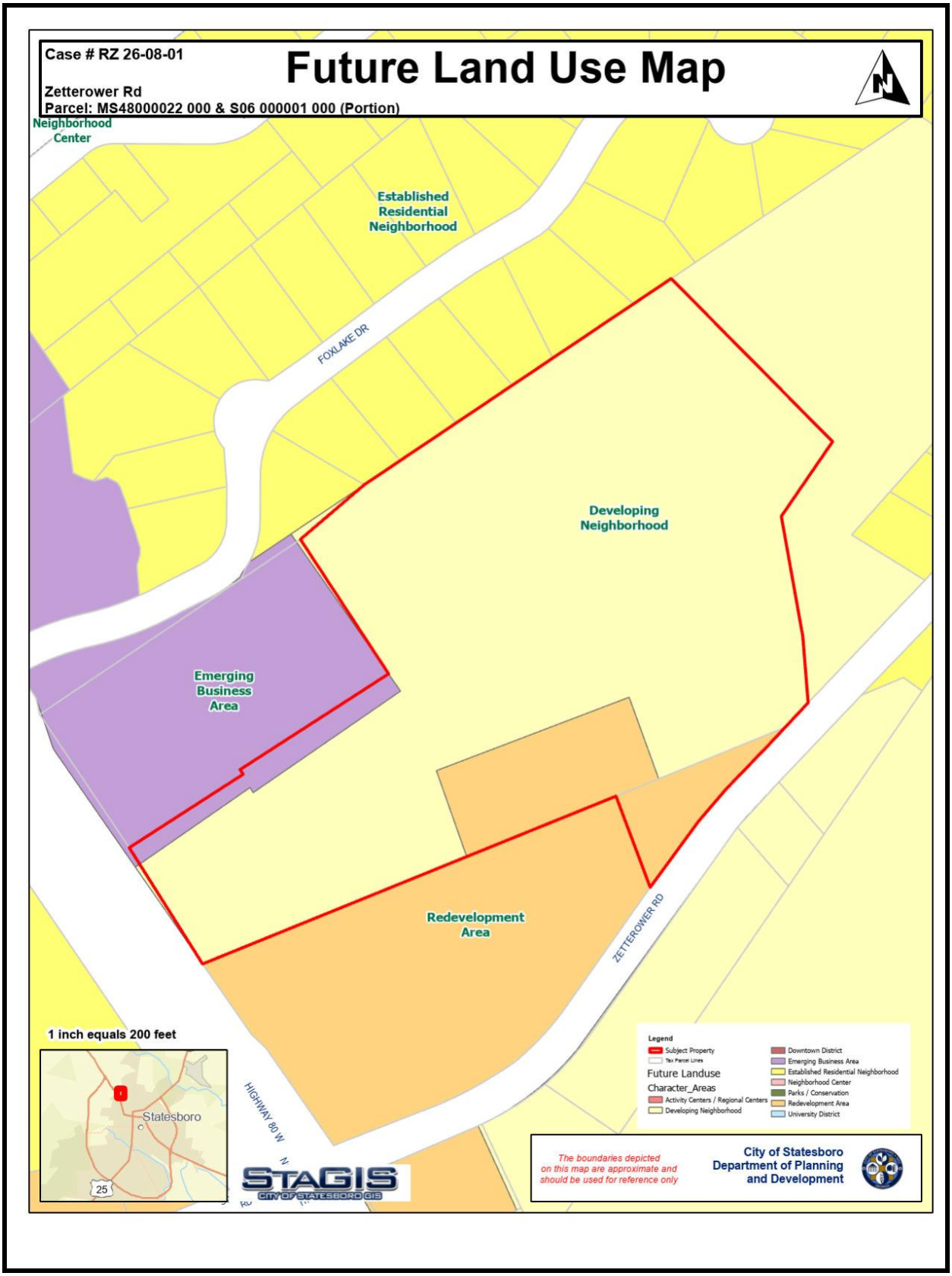
HISTORY

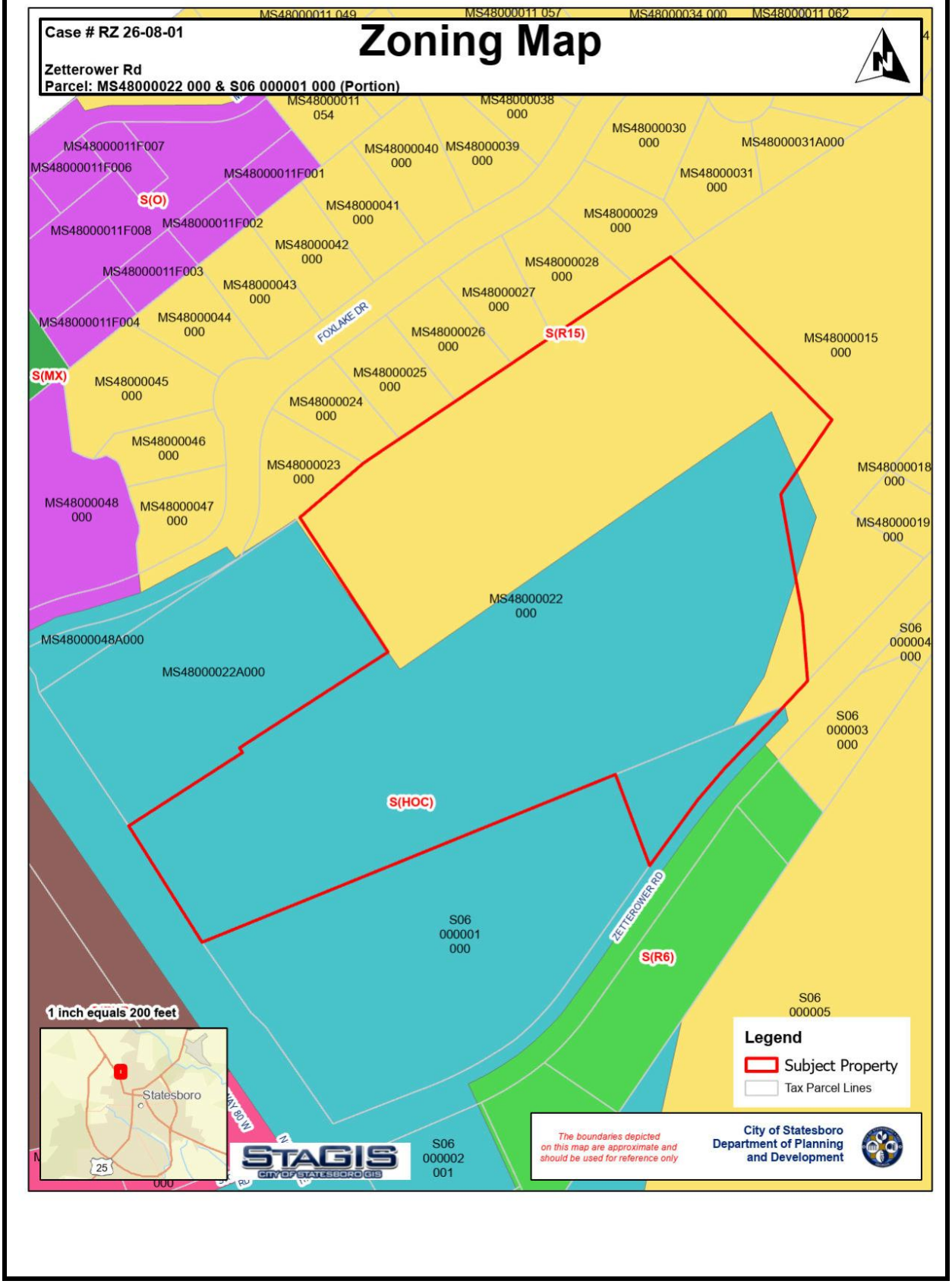
Based on historic maps and topographies the parcel seems to have been vacant since the early 20th century.

REQUEST

The petitioner is requesting a Zoning Map Amendment from two zoning districts; R-15 (One Household Residential) and HOC (Highway Oriented Commercial) to a single zone of R-4 (High Density Residential District). The parcel consists of 17.83-acres of woodland and wetlands. The property is on Highway 80 west and stretches back on to Zetterower Road.

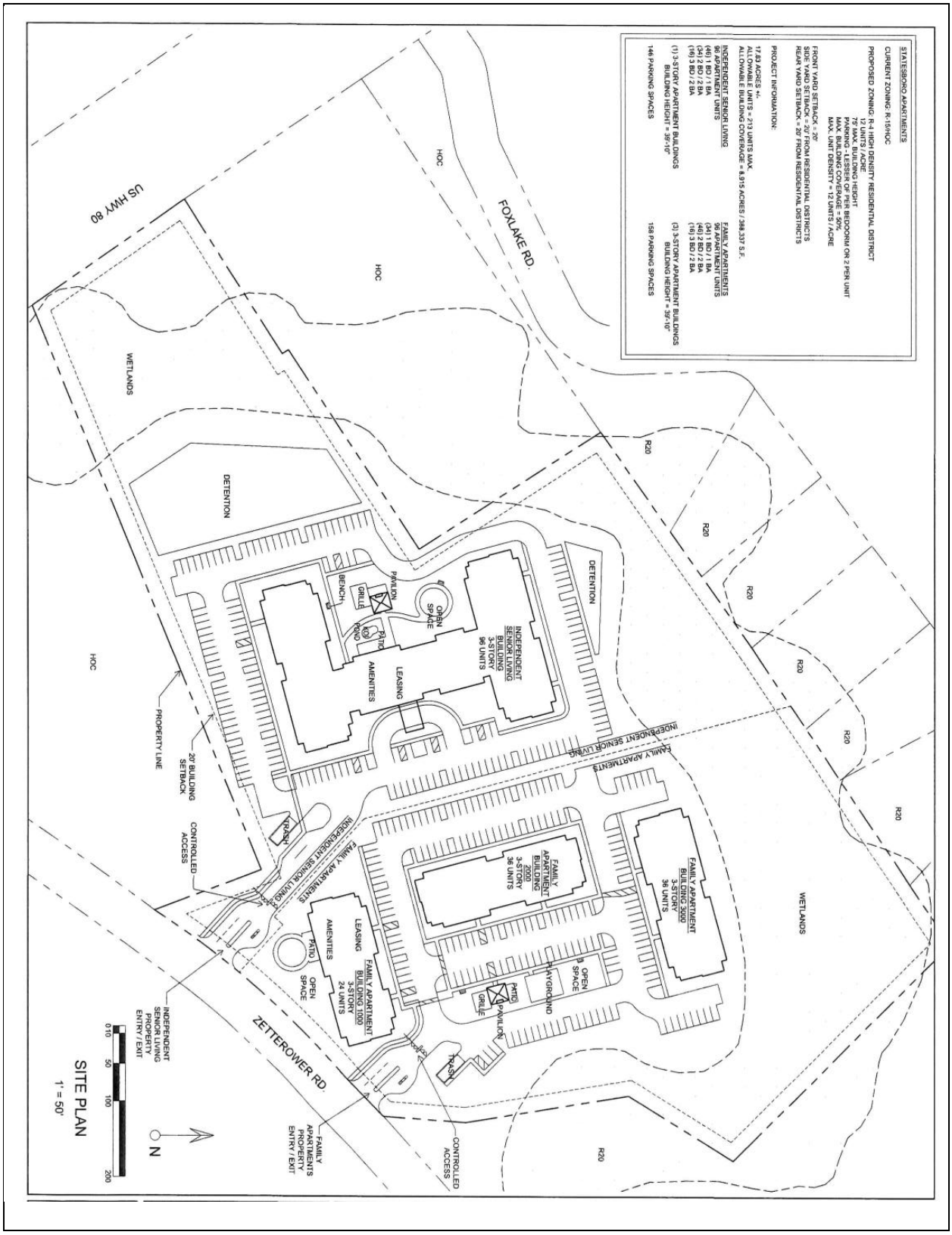

Case # RZ 26-08-01
Location Map
Zetterower Rd
Parcel: MS48000022 000 & S06 000001 000 (Portion)
MYRTLE CROSSING DR
FOXLAKE DR
ZETTEROWER RD
HIGHWAY 80 W
1 inch equals 200 feet
Aerial: 2023 Eagleview
Statesboro
25
STAGIS
CITY OF STATESBORO GIS
Legend
Subject Property
City Limits
Tax Parcel Lines
The boundaries depicted on this map are approximate and should be used for reference only
City of Statesboro
Department of Planning
and Development


Case # RZ 26-08-01
Future Land Use Map
Zetterower Rd
Parcel: MS48000022 000 & S06 000001 000 (Portion)
Neighborhood Center
Established Residential Neighborhood
FOXLAKE DR
Developing Neighborhood
Emerging Business Area
Redevelopment Area
ZETTEROWER RD
1 inch equals 200 feet
Statesboro
25
HIGHWAY 80 W
STAGIS
CITY OF STATESBORO GIS
Legend
Subject Property
Tax Parcel Lines
Future Landuse Character_Areas
Activity Centers / Regional Centers
Developing Neighborhood
Downtown District
Emerging Business Area
Established Residential Neighborhood
Neighborhood Center
Parks / Conservation
Redevelopment Area
University District
The boundaries depicted on this map are approximate and should be used for reference only
City of Statesboro
Department of Planning and Development


Case # RZ 26-08-01
Zetterower Rd
Parcel: MS48000022 000 & S06 000001 000 (Portion)
Zoning Map
MS48000011 049
MS48000011 057
MS48000034 000
MS48000011 062
MS48000011 054
MS48000038 000
MS48000030 000
MS48000031A000
MS48000011F007
MS48000011F006
MS48000040 000
MS48000039 000
MS48000011F001
MS48000031 000
S(O)
MS48000041 000
MS48000029 000
MS48000011F008
MS48000011F002
MS48000042 000
MS48000028 000
MS48000011F003
MS48000043 000
MS48000027 000
MS48000011F004
MS48000044 000
FOXLAKE DR
MS48000026 000
S(R15)
MS48000015 000
S(MX)
MS48000045 000
MS48000025 000
MS48000024 000
MS48000046 000
MS48000023 000
MS48000018 000
MS48000048 000
MS48000047 000
MS48000019 000
MS48000022 000
MS48000048A000
S06 000004 000
MS48000022A000
S06 000003 000
S(HOC)
ZETTEROWER RD
S06 000001 000
S(R6)
S06 000005
1 inch equals 200 feet
Statesboro
25
STAGIS
CITY OF STATESBORO GIS
S06 000002 001
Legend
Subject Property
Tax Parcel Lines
The boundaries depicted on this map are approximate and should be used for reference only
City of Statesboro
Department of Planning and Development

SURROUNDING LAND USES/ZONING		
Location	**Zoning Information**	**Land Use**
North	R-15 (One Household Residential)	Subdivision
Northeast	R-15 (One Household Residential)	Subdivision
East	R-15 (One Household Residential)	Residential
Northwest	R-15 (One Household Residential)	Subdivision
Southeast	R-6 (One-Household Residential)	Single-family house
South	HOC (Highway Oriented Commercial)	Storage Warehouses
Southwest	LI (Light Industrial)	Storage Warehouses
West	PUD (Planned Unit Development)	Townhouses

SITE CHARACTERISTISCS	
Overlay/District	None
Acreage	17.83-acres
Lot	Vacant-undeveloped land with 405.6 feet of frontage along Zetterower Rd and with a depth of 782.50 feet from Zetterower Road directly west to the Foxlake subdivision.
Flooding	The parcel is not in a flood zone.
Wetlands	There are wetlands on the north, northeast, northwest, and southwest.
Easements	There is an existing easement 25 x 300 drainage easement along the southern end of the property.


STATESBORO APARTMENTS
CURRENT ZONING: R-15/HOC
PROPOSED ZONING: R-4 HIGH DENSITY RESIDENTIAL DISTRICT
12 UNITS / ACRE
35' MAX. BUILDING HEIGHT
PARKING - LESSER OF PER BEDOOMN OR 2 PER UNIT
MAX. BUILDING COVERAGE = 50%
MAX. UNIT DENSITY = 12 UNITS / ACRE
FRONT YARD SETBACK = 20'
SIDE YARD SETBACK = 20' FROM RESIDENTIAL DISTRICTS
REAR YARD SETBACK = 20' FROM RESIDENTIAL DISTRICTS
PROJECT INFORMATION:
17.83 ACRES +/-
ALLOWABLE UNITS = 213 UNITS MAX
ALLOWABLE BUILDING COVERAGE = 8.915 ACRES / 388,337 S.F.
INDEPENDENT SENIOR LIVING
96 APARTMENT UNITS
(48) 1 BD / 1 BA
(34) 2 BD / 2 BA
(16) 3 BD / 2 BA
(1) 3-STORY APARTMENT BUILDING
BUILDING HEIGHT = 39'-10"
146 PARKING SPACES
FAMILY APARTMENTS
84 APARTMENT UNITS
(38) 1 BD / 1 BA
(46) 2 BD / 2 BA
(16) 3 BD / 2 BA
(3) 3-STORY APARTMENT BUILDINGS
BUILDING HEIGHT = 39'-10"
158 PARKING SPACES
US HWY 80
FOXLAKE RD.
ZETTEROWER RD
HOC
WETLANDS
DETENTION
R20
INDEPENDENT SENIOR LIVING BUILDING 3-STORY 96 UNITS
AMENITIES
LEASING
BENCH
GRILLE
PATIO
PAVILION
OPEN SPACE
FAMILY APARTMENT BUILDING 1000 3-STORY 24 UNITS
FAMILY APARTMENT BUILDING 2000 3-STORY 36 UNITS
FAMILY APARTMENT BUILDING 3000 3-STORY 36 UNITS
PLAYGROUND
TRASH
PROPERTY LINE
20' BUILDING SETBACK
CONTROLLED ACCESS
INDEPENDENT SENIOR LIVING
FAMILY APARTMENTS
INDEPENDENT SENIOR LIVING PROPERTY ENTRY / EXIT
FAMILY APARTMENTS PROPERTY ENTRY / EXIT
SITE PLAN
1" = 50'
N
0 10 50 100 200

SITE DETAILS

Site Design and Layout

The proposed project consists of 17.83-acres proposed to consist the following:

Apartments:
Proposed to be a maximum of two (2) stories high and proposed to be a total of 192 units with 161 bedrooms spread through Three (3) buildings.

Roadways and Access:
The proposed project would consist of private roads with two (2) access point that will be gated from Zetterower Road. No access point from Highway 80 west.

The project proposes five (5) foot wide sidewalks to be provided within the community.

Infrastructure/Public Utilities:
The project is planning to connect to City of Statesboro utilities.

Amenity Center:
A club house is proposed for the project, along with playgrounds, a pavilion, grill area and open green spaces.

SITE DESIGN DETAILS

UDC Section 2.2.3 R-4 (High Density Residential District

	Required	Proposed
Minimum Lot Area:	N/A	N/A
Maximum Building Height:	75 feet	39 feet
Maximum Building Coverage:	50%	50%
Setbacks: front yard: side yard: rear yard:	 Minimum 20 feet Minimum 20 feet from residential districts; 10 feet from all other districts. Minimum 20 feet from residential districts; 10 feet from all other districts.	 Minimum 20 feet Minimum 20 feet Minimum 20 feet

Buffer:	Whenever any nonresidential use abuts a residential zoned area, a buffer must be installed	Using the wetland area as a buffer.
Minimum Amenity Center:	Development with 30 or more units: 10%	10%
ADDITIONAL DIMENSIONAL STANDARDS		
Maximum density of 12 units per acre may be permitted by right; a density greater than 12 units per acre may only be allowed by approval of a special use permit per Section 2.7.5 -Special Use Permits. -212 units allowed		Proposing 192 units at 10.77 units per acre.

STAFF SUMMARY AND ANALYSIS

The subject site is a vacant parcel consisting of 17.83 acres of woodland and wetlands, which the petitioner is requesting a Zoning Map Amendment from; R-15 (One Household Residential) and HOC (Highway Oriented Commercial) to a single zone of R-4 (High Density Residential District).

The proposed zoning district R-4 (High density Residential District) is for the purpose of establishing high density residential districts to encourage the logical and timely development of land for apartment and other high density residential purposes in accordance with objectives, policies, and proposals of the most recently adopted comprehensive plan. In addition, to assure the suitable design of apartments in order to protect surrounding environment of adjacent and nearby neighborhoods. Thus, to ensure that proposed development will constitute a residential environment of sustained desirability and stability and not produce a volume of traffic in excess of the capacity for which access streets are designed.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as part of both the "*Developing Neighborhood and Redevelopment Area.*" The Developing Neighborhood are areas that may contain a mix of single-family homes, townhomes, or other low to medium density residential developments. Neighborhood-serving commercial development may also be located within this area.

In addition, the Redevelopment Area generally be of a medium density and will be characterized by pedestrian oriented neighborhood scale development. However, the said parcel though is proposed entrance is on Zetterower Road, the nearest intersection is Highway 80 west, which is already high-volume traffic intersection.

In review of the zoning district and comprehensive plan, it is the opinion of Staff the request is not aligned with characteristics of the area, adjacent and nearby properties. The proposed apartments are considered a high-density development in which would cause a much higher volume of traffic than the local streets are designed for.

ENVIRONMENTAL SITE ANALYSIS

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

ENVIRONMENTAL SITE ANALYSIS

The subject property does contain wetlands. Current site plan shows no impact on the wetlands.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property has access to both city water and sewer. The proposed project is proposing only access points from Zetterower Road, which is a two-lane street with moderate traffic from local neighborhoods and businesses. There are currently no sidewalks on Zetterower Road. The proposed project would add increased stress to the intersection of Highway 80 West and Zetterower Road. The project at the proposed density could cause an estimate of 872 daily vehicle trips.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

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

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

   Analysis: No, the proposed high-density development is not aligned with the adjacent and nearby neighborhoods.

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

   Analysis: Yes, the zoning proposal would have an adverse effect on the adjacent and nearby properties due to the proposed increase of traffic. In addition, the project proposes only access points on to the property from Zetterower Road.

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

   Analysis: Yes, there are reasonable economic uses as its currently zoned.

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

Analysis: It is the opinion of Staff, there would little public gain.

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

   Analysis: The property does contain wetlands, which could limit where to build on the property. Also, an addition of a wetland crossing needs to be considered for an added access point from Highway 80 west.

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

   Analysis: It is Staff's opinion that while the classification aligns with the comprehensive plan, the subject property lacks the infrastructure capacity to support high density traffic.

Based upon the review of the proposed Zoning Map Amendment and proposed project, it is the opinion of Staff that provided analysis demonstrates that request is out of character with the surrounding neighborhoods and the increase of traffic would cause added stress to existing traffic conditions and local street design.



Subject property: view of the property from the ROW in Zetterower Road, facing north.



Subject property: view of the property from the ROW on Zetterower Road, facing northeast



View of the property to the southeast of the subject property from the ROW on Zetterower Road, facing southeast.



View of the property to the east of the subject property from the ROW on Zetterower Road, facing east.



View of the property to the west of the Subject property from the ROW on Zetterower Road, facing northwest.



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



View of the intersection of Highway 80 west and Zetterower Road facing northwest.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **DENIAL of RZ 26-08-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to following enumerated condition(s) shall apply:

1. Approval of the zoning map amendment does not grant the right to begin construction.
2. No Land Disturbance permit shall be issued for the proposed density without GDOT and USACE approval for and additional access to Hwy 80 West to allow substantial compliance with International Fire Code Section D.106.1.
3. No Land Disturbance permit may be issued without approval of a traffic impact study analysis.
4. The final site plan must show interconnectivity between both phases of development.

At the regularly scheduled meeting of the Planning Commission on September 1, 2026 the Commission recommended **DENIAL** of the request with a 7-0 vote.

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: November 5, 2026

RE: November 17, 2026 City Council Agenda Items

Policy Issue: *Application RZ 26-10-02*: Zoning Map Amendment Request

Recommendation: Planning Commission recommends Approval of RZ 26-10-02.

Background: KRA Architects is requesting a Zoning Map Amendment from the PUD/MX (Planned Unit Development/Mixed Use District) to the MX (Mixed Use District). The Zoning Map Amendment request is for one (1) parcel of 18.14 acres located at 2802 Old Register Road for a proposed town center development (Tax parcel# 076 000001 002).

Budget Impact: None

Council Person and District: District 3 (Hendley)

Attachments: Development Services Report RZ 26-10-02

City of Statesboro-Department of Planning and Development

ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458
(912) 764-0630
(912) 764-0664 (Fax)

RZ 26-10-02 **ZONING MAP AMENDMENT REQUEST**	
LOCATION:	2802 Old Register Road
PETITIONER/REPRESENTATIVE	KRA Architects/Michael Kronimus
EXISTING ZONING:	PUD (Planned Unit Development) and PUD/MX (Planned Unit Development and Mixed-Use District)
PROPOSED ZONING:	MX (Mixed Use)
OVERLAYS/DISTRICTS:	TAD (Tax Allocation District) #2
FUTURE LAND USE CLASSIFICATION	Activity Center/Regional Centers
TOTAL ACRES:	14.34-acres (624,650.40 sq ft)
PARCEL TAX MAP #:	076 000001 002
COUNCIL DISTRICT:	District 3 (Hendley)
EXISTING USE:	Soccer Stadium
PROPOSED USE:	Town center development with residences.

Planning Commission: November 3, 2026

City Council: November 17, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION
RZ 26-10-02 CONDITIONAL APPROVAL

DETAILED DISCUSSION

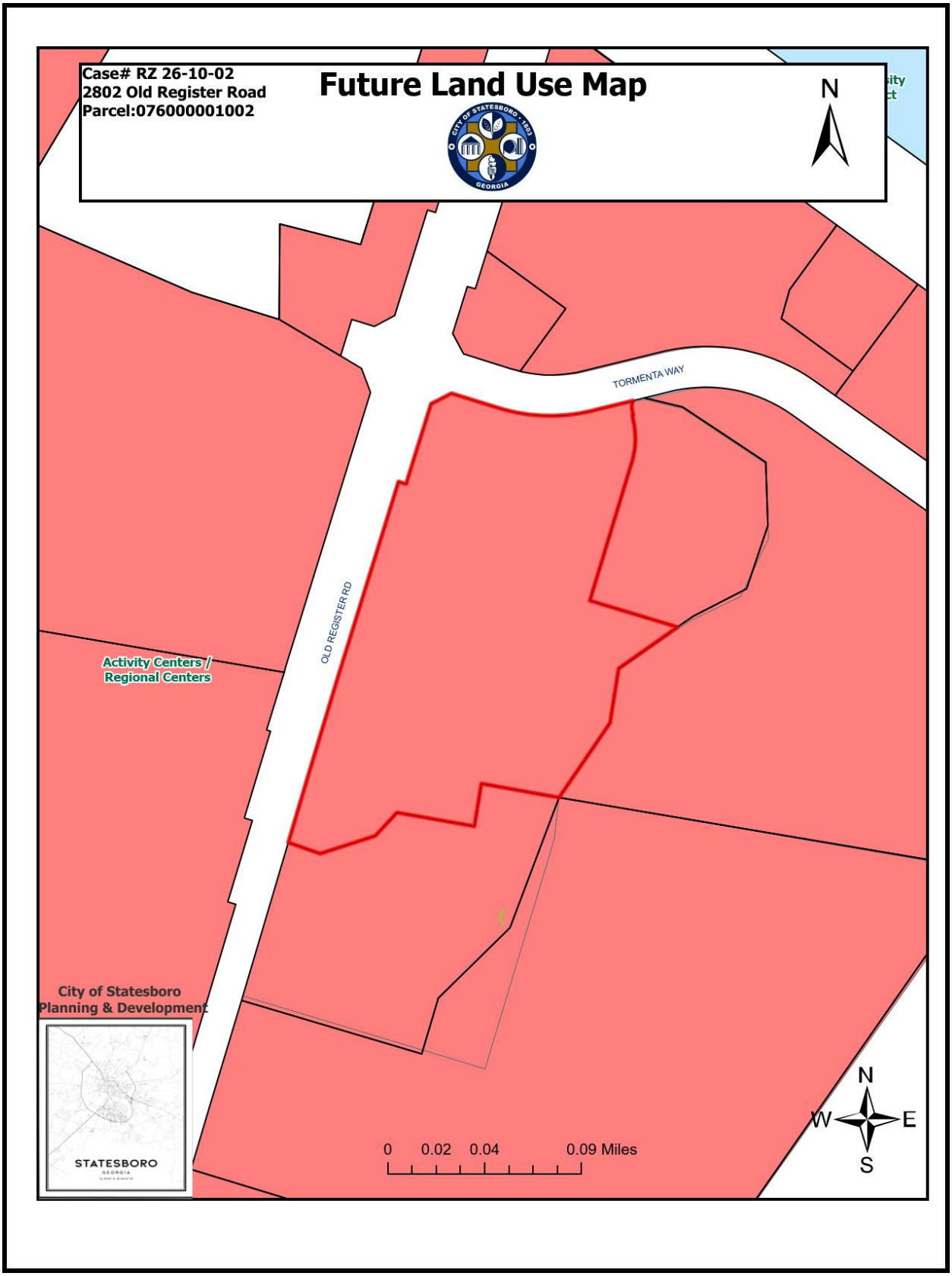
HISTORY

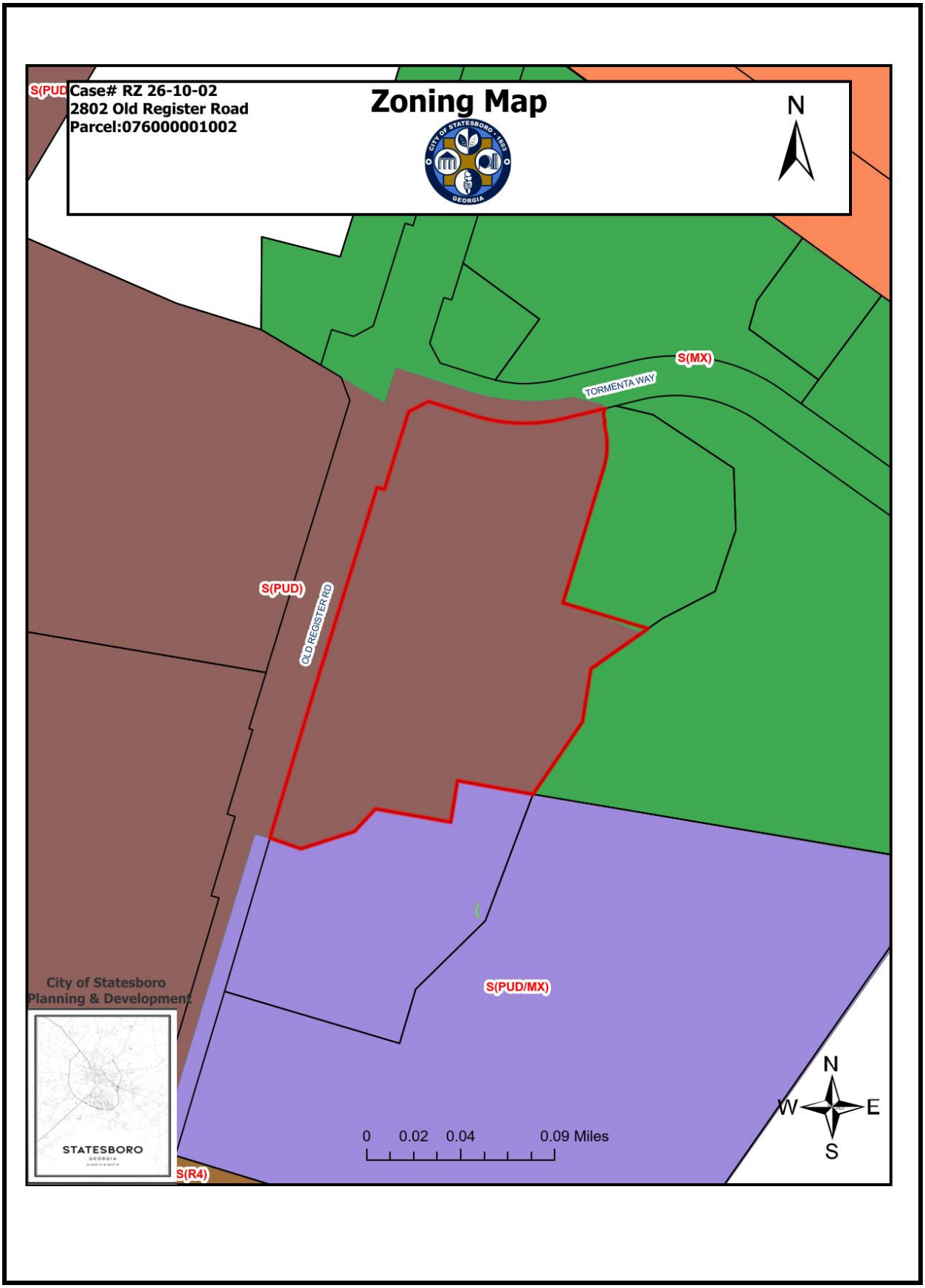
Based on historic aerial maps, this area was farmland until about late 1990s. In early 2000s, slowly was transitioning from rural agricultural area to a commercial activity center. This parcel was part of the 291.74-acres annexation from 2010 (AN 10-06-01), which was zoned at that time as a Planned Unit Development-Commercial Retail (PUD-CR). In 2018-2019 the area was classified as a Tax Allocation District.

REQUEST

The petitioner requests a Zoning Map Amendment of existing PUD (Planned Unit Development) to a MX (Mixed Use District). The Zoning Map Amendment requests is for one (1) parcel for 14.34-acres parcel on the corner of Old Register Road and Tomenta Way Its proposed for a mixed-use development.


Case# RZ 26-10-02
2802 Old Register Road
Parcel:076000001002
Location Map
N
TORMENTA WAY
OLD REGISTER RD
STATESBORO
GEORGIA
0 0.02 0.04 0.09 Miles
N
W
E
S

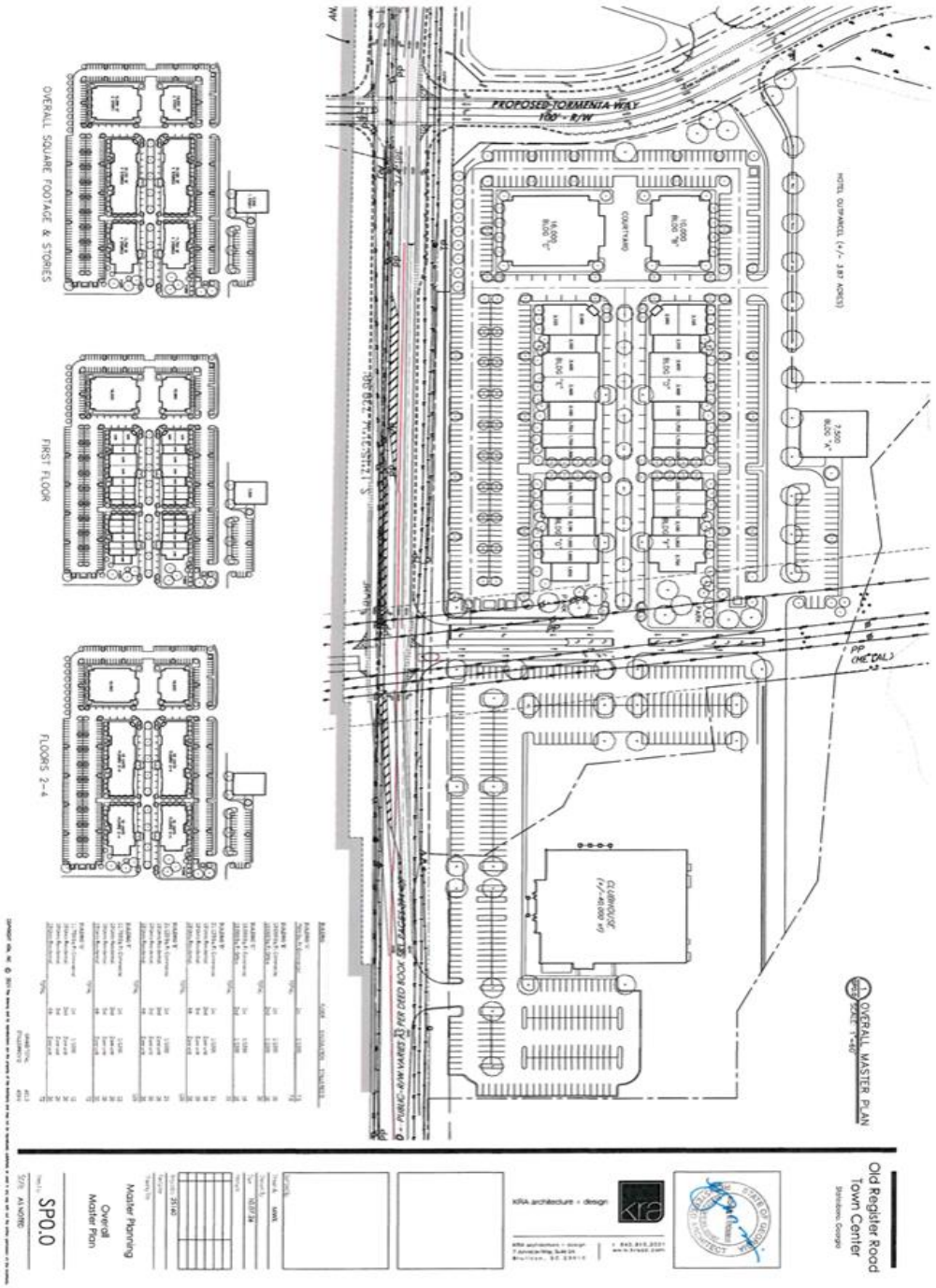

Case# RZ 26-10-02
2802 Old Register Road
Parcel:076000001002
Future Land Use Map
N
TORMENTA WAY
OLD REGISTER RD
Activity Centers / Regional Centers
City of Statesboro
Planning & Development
STATESBORO
GEORGIA
0 0.02 0.04 0.09 Miles
N
W
E
S


Case# RZ 26-10-02
2802 Old Register Road
Parcel:076000001002
Zoning Map
N
S(PUD
S(MX)
TORMENTA WAY
S(PUD)
OLD REGISTER RD
S(PUD/MX)
City of Statesboro
Planning & Development
STATESBORO
GEORGIA
S(R4)
0 0.02 0.04 0.09 Miles
N
W
E
S

SURROUNDING LAND USES/ZONING		
Location	**Zoning Information**	**Land Use**
North	MX (Mixed-Use District)	Commercial
Northeast	MX (Mixed-Use District)	Commercial
East	MX (Mixed-Use District)	Commercial
Northwest	MX (Mixed-Use District)	Commercial
Southeast	MX (Mixed-Use District)	Commercial
South	MX (Mixed-Use District)	Commercial
Southwest	PUD (Planned Unit Development)	Stadium
West	PUD (Planned Unit Development)	Stadium

SITE CHARACTERISTISCS	
Overlay/District	TAD (Tax Allocation District) #2
Acreage	14.34-acres
Lot	Lot sits on the corner of Old Register Road and Tormenta Way, currently where the soccer stadium is situated.
Flooding	The parcels are not in a flood zone. FIRM Panel 13031C0216D effective 08/05/2010.
Wetlands	No Wetlands on the property.
Easements	There is a GA Power easement running east from Old Register Road.

CONCEPT PLAN



SITE DETAILS

Site Design and Layout

The proposed project site sits at the corner Old Register Road and Tormenta Way the site of the soccer stadium. The proposed project site is 14.34-acres consisting of the following:

Residential and Commercial/Retail:

The propose project is to be designed as a town center development. Four (4) stories building with commercial/retail on the first floor and residential units on the second, third and fourth floors.

Roadways and Access:

The project proposes two (2) access points off the new road to be established off Tormenta Way. The entrance to the new road would be directly across the entrance to the Publix commercial center.

Infrastructure/Public Utilities:

The is project is planning to connect to the city's utilities.

SITE DESIGN DETAILS

UDC Section 2.2.9 Mixed Use District

Required		Proposed
Minimum Lot Area:	N/A	N/A
Maximum Building Height:	65 feet (1)	65 feet
Maximum Building Coverage:	N/A	N/A
Setbacks: front yard: side yard: rear yard:	 Maximum 25 feet Minimum 5 feet Minimum 5 feet	 10 feet 120 feet each side 50 feet
Parking: Restaurants: Retail: Residential Units:		432 total parking spaces

Minimum Amenity Space	5% of the development site (2)	None

Table Notes:

(1) Buildings where the entire ground story is occupied by commercial and office uses may have an increased height of 75 feet.

(2) To encourage outdoor dining, it may be counted towards amenity space requirements.

OTHER SITE REQUIREMENTS

- The sidewalks surrounding the proposed buildings require to be a minimum four (4) feet wide.
- The tract fronting Tormenta Way is required to have five (5) foot sidewalks.
- A Tree and Landscape plan is required per the UDC.

STAFF SUMMARY AND ANALYSIS

The subject site is a vacant lot that the petitioner is requesting to rezone from PUD (Planned Unit Development) to MX (Mixed Used District).

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the "*Activity Centers and Regional Centers*," is an area dominated by auto-oriented design. However, may evolve into pedestrian oriented shopping, office, and entertainment places that may also accommodate high-density residential development. The changes within area show how the area has developed and continuing to grow in direction with 2024 Comprehensive Master Plan.

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

ENVIRONMENTAL SITE ANALYSIS

The subject property does not have wetlands.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently serviced by City Water. Natural gas would be available from Tormenta Way.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The Unified Development Code permits a zoning amendment subject to conditions if "approved by the mayor and city council based upon findings that the use is consistent with adopted plans for the area

and that the location, construction, and operation of the proposed use will not significantly impact upon surrounding development or the community in general."

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

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

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

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

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

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

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

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

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

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

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

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

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



Subject property: view of the property from the ROW on Tormenta Way, facing southeast.



Subject property: view of the property from the ROW on Old Register Road, facing south.



Subject property: view of the property from the ROW on Old Register Road, facing east.



View of the property across the street from the subject property on the ROW on Tormenta Way, facing north.



Subject property: view of the property from the ROW on Old register Road, facing south.



View of the property from the ROW on Old Register Road, facing west.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of RZ 26-10-02**. If this petition is approved the following enumerated condition(s) shall apply:

1. The applicant may not receive a land disturbance permit prior to the submission of a traffic study.

2. Due to the proposed building layout, road configurations and intense parking requirements, the applicant shall be subject to a sixty (60) foot maximum setback from Tormenta Way.

At the regularly scheduled meeting of the Planning Commission on November 3, 2026, the Commission recommended approval of the application with a 5-0 vote.

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: November 5, 2026, 2026

RE: November 17, 2026 City Council Agenda Items

Policy Issue: *Resolution 2026-42 - CDBG Special Condition #1:* Language Access Plan

Recommendation: Staff recommends Approval of the Resolution 2026-42 in order to update the COS Language Access Plan.

Background: As a function of the CDBG Grant special conditions, the City of Statesboro is required to update the existing Language Access Plan. This Plan was most recently updated in response to the CHIP Grant, but must again be revised to stay up to current year.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2026-42 & City of Statesboro: Language Access Plan Update

RESOLUTION 2026-42: A RESOLUTION ADOPTING AN AMENDED 10/27/2026 LANGUAGE ACCESS PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT

WHEREAS, the City of Statesboro has amended city's Language Access Plan (LAP) to include an awarded Fiscal Year 2026 Community Development Block Grant (CDBG) from the State of Georgia Department of Community Affairs (DCA) Office of Community Development; and

WHEREAS, the City of Statesboro CDBG grant is for the purpose of assisting low- and moderate-income people with public infrastructure improvements.

THEREFORE, BE IT RESOLVED, that the City of Statesboro's Mayor and Council Members have amended the adopted Language Access Plan (LAP) pursuant to the requirement of Title VI of the Civil Rights Act of 1964 and Executive Order (EO) 13166, it will take timely and reasonable steps to provide Limited English Proficient (LEP) persons with Meaningful Access to programs and activities funded by the federal government and awarded by DCA. Access to this program and services will not be impeded as a result of an individual's inability to speak, read, write or understand English.

THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and Council Members that the adoption of the amended Language Access Plan (LAP) will be used to provide language assistance with the respect to ensure persons with Limited English Proficiency (LEP) gain access to the City programs and services.

Adopted this 17TH day of November, 2026.

_____ _____

Jonathan McCollar, Mayor

_____ _____

Attest: Leah Harden, City Clerk

City of Statesboro

50 E. Main Street
Statesboro, GA 30458

LANGUAGE ACCESS PLAN

for

Community Home Investment Partnership (CHIP) Program and
Community Development Block Grant (CDBG) Funded Activities

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LANGUAGE ACCESS PLAN

I. GENERAL INFORMATION

Prepared By: Coastal Regional Commission
1181 Coastal Drive SW, Darien, GA 31305
(912) 580-8912
Mail to: planning@crc.ga.gov

Amended By: Gilbert+Associates, Inc.
625 Piping Rock Point
Lawrenceville, GA 30043
Mail to: gilbertassoc@outlook.com

List of Current Applicable HUD Funded Grants/Programs (to be automatically amended as projects are funded):

1. Grantee: City of Statesboro, GA
   CDBG Grant Number: 26b-x-016-2-6857
   Target Area: Project located in the Roundtree-Church St neighborhood

2. Grantee: City of Statesboro, GA
   CHIP Grant Number: 2025-115
   Target Area: Project located in the Johnson Street neighborhood
   Census Tract 1104.01: 2.3% LEP

3. Grantee: City of Statesboro, GA
   LIHTC Grant Number: 2024-021
   Target Area: Project is located in the MLK neighborhood

This *Language Access Plan* has been prepared to address the City of Statesboro's responsibilities as a recipient of Federal financial assistance as they relate to the needs of individuals with limited English language skills.

The plan has been prepared to ensure compliance with Title VI of the Civil Rights Act of 1964, and its implementing regulations. The City of Statesboro must take reasonable steps to ensure meaningful access to their programs and activities by persons with Limited English Proficiency (LEP).

Executive Order 13166, titled *Improving Access to Services for Persons with Limited English Proficiency,* indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all state and local agencies which receive Federal funds,

including the City of Statesboro.

The City of Statesboro has developed this *Language Access Plan* to help identify reasonable steps for providing language assistance to persons with Limited English Proficiency (LEP) who wish to access services provided through Federal or State programs. As defined by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, the City of Statesboro used a four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the City of Statesboro programs, activities or services;
2. The frequency with which LEP persons come in contact with the City of Statesboro programs, activities or services;
3. The nature and importance of the City of Statesboro programs, activities or services provided by the City of Statesboro to the LEP population; and
4. The resources available to the City of Statesboro and overall cost to provide LEP assistance.

SAFE HARBORS

In accordance with Safe Harbors for LEP, the City of Statesboro will translate written documents for groups that are at least 5% of the population eligible (and more than 50 persons) or 1,000 persons, whichever is less. If there are fewer than 50 persons in a language group that reaches the 5% trigger above, the City of Statesboro will not translate the vital written materials, but provides written notice in the primary language of the LEP group of the right to receive competent oral interpretation of those written materials, free of cost.

The size of the language group determines the recommended provision for written language assistance.

Size of Language Group	**Recommended Provision of Written Language Assistance**
1,000 or more in the eligible population	Translated vital documents
More than 5% of the eligible population or beneficiaries and more than 50 in number	Translated vital documents
More than 5% of the eligible population or beneficiaries and 50 or less in number	Translated written notice of right to receive free oral interpretation of documents.
5% or less of the eligible population or beneficiaries and less than 1,000 in number	No written translation is required.

II. MEANINGFUL ACCESS: FOUR-FACTOR ANALYSIS

1. The number or proportion of LEP persons eligible to be served or likely to

be encountered by the programs, activities or services.

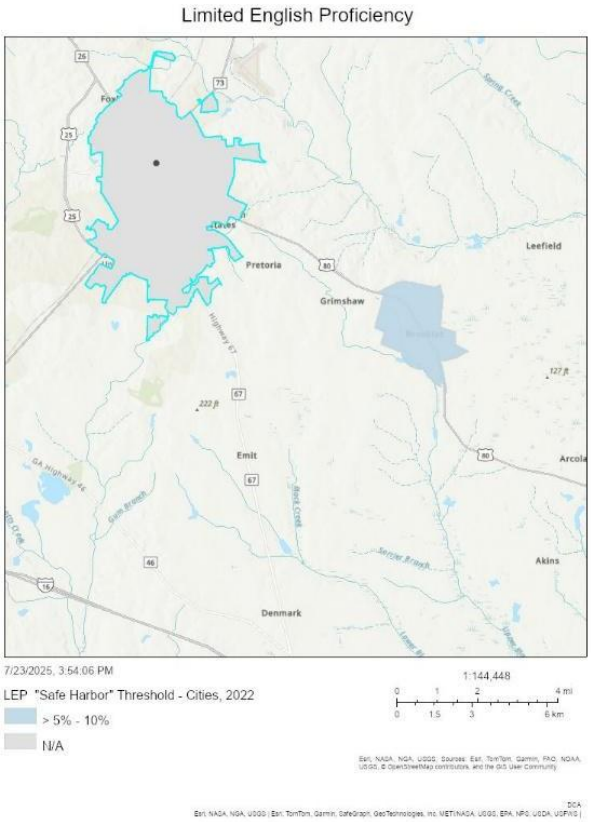
The City of Statesboro staff reviewed DCA's LEP Census Data Mapping Tool and Table S1601 in the 2023 American Community Survey 5-year estimates and determined that of the population of 32,235 persons over 5 years of age, 1,947 persons in the City of Statesboro (6.1% of the total population) speak a language other than English. Of those 1,947 persons, 418 persons (1.3 % of the total population) have limited English proficiency; that is, they speak English less than "very well". In the City of Statesboro, of those 418 persons with limited English proficiency, 359 persons speak Spanish, 11 persons speak Indo- European, 41 persons speak Asian & Pacific, and 7 persons speak other languages*

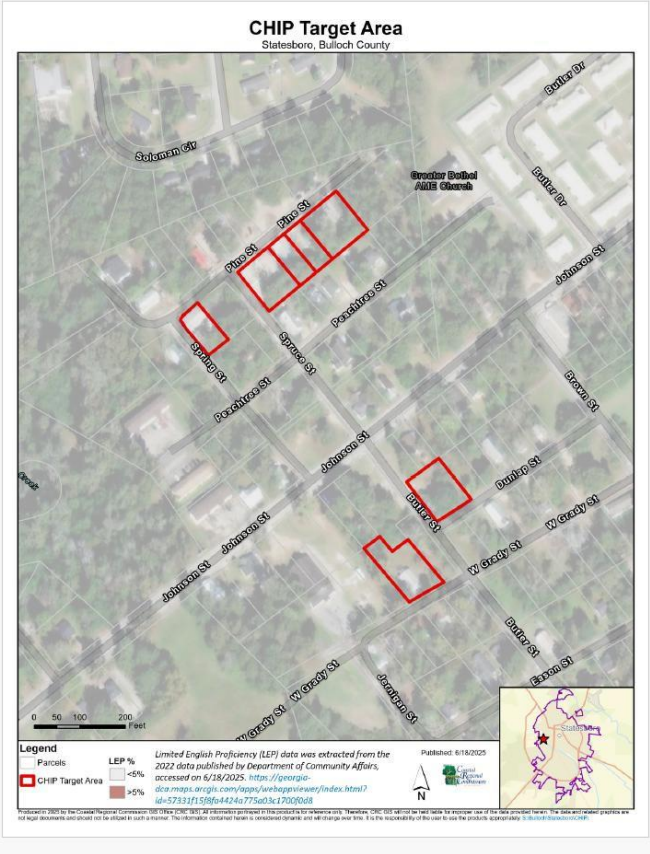
This does not meet the threshold described above for translating vital documents or translated written notice of right to receive free oral interpretation of documents. Oral Interpretation Services are available for clients upon request.

Language Spoken*	# of Residents Over 5 Years of Age*	Speaks English Less Than "Very Well" *
English	30,291 (94.0%)	N/A
Spanish	1,191 (3.7%)	359 (1.1%)
Other Indo-European	408 (1.3%)	11 (0.0%)
Asian & Pacific	261 (0.8%)	41 (0.1%)
Other languages	84 (0.3%)	7 (0.0%)
Total	32,235 (100%)	418 (1.3%)

*2023 American Community Survey 5-year estimate Table S1601

Grantee: City of Statesboro
CHIP Grant Number: 2025-115
Target Area: Project bounded by E Hazel Street, Pine Street, Pecan Street, and Grande Avenue.





Language Spoken*	# of Residents Over 5 Years of Age*	Speaks English Less Than "Very Well" *
English	32,006 (94.6%)	N/A
Spanish	922 (.027%)	355 (1.1%)
Other Indo-European	491 (.015%)	20 (0.0%)
Asian & Pacific	316 (.009%)	59 (0.1%)
Other languages	91 (.003%	7 (0.0%)
Total	33,826	418 (1.3%)

*

2024 American Community Survey 5-year estimate Table S1601

2. The frequency with which LEP persons come in contact with City of Statesboro programs, activities or services.

The City of Statesboro reviewed the frequency with which staff have, or could have, contact with LEP persons. This includes documenting phone inquiries or office visits, as well as public hearings and interactions during surveys. Over the past two years, City of Statesboro staff have had no requests for interpreters and no requests for translated documents.

Frequency of Interaction: Daily <u>For Daily Activities:</u>

a. When interacting with the public by telephone;
b. When interacting with the public during office visits; and
c. When interacting with the public during field visits.

Frequency of Interaction: Annually

<u>For Grant Projects:</u>

a. When notifying the public about a grant award application and its proposed activities;
b. When notifying the public about the grant award and its funded activities;
c. When seeking applicants to participate in the program (e.g., when seeking homeowners for rehabilitation assistance);
d. When seeking qualified contractors;
e. When working with homeowners selected for assistance;
f. When seeking bids from builders to construct the homes; and
g. When notifying the public about the grant award closeout and its accomplishments.

Typically, engagement with the public occurs for HUD CHIP programs in three (3) year cycles during grant award (through application intake), grant construction activities (individual engagement if required) and during grant closeout.

3. The nature and importance of programs, activities or services provided by the City of Statesboro to the LEP population.

Housing and public infrastructure plays a critical role in maintaining the quality of life. The City of Statesboro is committed to ensuring access to safe, sanitary, and affordable housing and public infrastructure for our eligible clients. Outreach throughout the community helps to ensure awareness of our programs. The City's population-98.4% speaks English. Other than English-speaking individuals, City staff are most likely to encounter Spanish-speaking LEP individuals through office visits, and phone conversations. Upon client request, the City of Statesboro will provide oral interpreters using bilingual employees or qualified contract interpreters. To date, all LEP individuals have provided their own interpreter-a child or friend.

Nature of the Program(s): Community Home Investment Program (CHIP)
Construction of homes in the City Limits of the City of Statesboro.

Community Development Block Grant (CDBG)
Public Infrastructure Improvements Roundtree-Church St Neighborhood

Importance of the Program, Activities or Services: Denial or delay of access to services and information concerning the HUD CHIP or CDBG would not have serious or life-threatening implications for the LEP individual.

4. The resources available to the City of Statesboro, and overall cost to provide LEP assistance.

The City of Statesboro reviewed its available resources that could be used for providing LEP assistance, including which of its documents would be most valuable to be translated if the need should arise. An "I Speak" card/poster will be made available to determine needed language translations. A notice (see below) will be posted in all public meeting and event notices regarding who to contact should language assistance be needed. Language translation, if needed, would be provided through the available bi-lingual staff and/or the Language Line Solutions 1-800-752-6096 (or similar service) for which the City of Statesboro would pay a fee.

III. LANGUAGE ASSISTANCE

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to City of Statesboro services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

The Name of the individual at the City of Statesboro responsible for coordination of LEP Compliance is:

Justin Williams
50 E. Main Street
Statesboro, GA 30458
912-764-5468

How the City of Statesboro staff may identify an LEP person who needs language assistance:

- Post notice of LEP Plan and the availability of interpretation services free of charge in languages LEP persons would understand;
- Add statement (see below) to public meeting and event notices;
- All City of Statesboro staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year; and
- When City of Statesboro staff conduct a Public Hearing, an informational meeting or event, a staff person may greet participants as they arrive. By informally engaging participants in conversation it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be able to be provided at the event (unless previously requested) it will help identify the need for future events; and
- Language Identification Cards/Posters will be used as necessary to determine a client's language needs.

Language Assistance Measures-Although there is a small percentage in Statesboro of eligible LEP households, that is, persons who speak English "not well" or "not at all", it will strive to offer the following measures:

1. City of Statesboro staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating English.
2. The following resources will be available to accommodate LEP persons:

- Interpreters for the Spanish and Asian and Pacific Island languages, or other languages, if available, will be provided within a reasonable time period; or
- Language interpretation, particularly in emergency situations, will be accessed through Language Line Solutions at 1-800-752-6096 (or similar service).

3. Language Identification Cards/Posters will be used as necessary to determine a client's language needs.

4. The following statements will be added to public meeting and event notices:

"Persons with special needs relating to handicapped accessibility or foreign language should contact Jermaine Foster at 912-764-5468. J e r m a i n e can be located at the Statesboro City Hall, 50 E. Main Street, GA 30458, and is available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. Persons with hearing disabilities may consider using the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135."

5. As City of Statesboro documents are reprinted the following statement will be added in English and Spanish:

"If you require a free oral interpretation in a language other than English, please call 912-496-7332."

"Si necesita una interpretación oral libre en un idioma que no sea Ingles, por favor llame al 912-

496-7332."

IV. STAFF TRAINING

The following training will be provided to all City of Statesboro staff:

- Information on the Title VI Policy and LEP responsibilities;
- Description of language assistance services offered to the public;
- Documentation of language assistance requests; and
- How to handle a potential Title VI/LEP complaint.

All contractors, subcontractors and sub-recipients performing work for or receiving Federal funds for City of Statesboro projects will be required to follow the Title VI/LEP guidelines.

V. TRANSLATION OF DOCUMENTS

- The City of Statesboro weighed the cost and benefits of translating documents for potential LEP groups. Considering the expense of translating the documents, the likelihood of frequent changes in documents and other relevant factors, at this time no documents require translation.

- Due to the relatively small eligible local LEP population, the City of Statesboro does not have a formal outreach procedure in place at this time. Translation resources have been identified. When and if the need arises for LEP outreach, the City of Statesboro will consider the following option:

  -When staff prepares a document, or schedules a meeting, for which the target audience is expected to include LEP individuals, then relevant documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population, if requested.

VI. MONITORING AND UPDATING THE LAP PLAN

The City of Statesboro will update the LAP Plan as required. At a minimum, the plan will be reviewed and updated every five years using American Fact Finder for census information, or when it is clear that higher concentrations of LEP individuals are present in the City of Statesboro. Updates will include the following:

- The number of documented LEP person contacts encountered annually;
- How the needs of LEP persons have been addressed;
- Determination of the current LEP population in the service area;
- Determination as to whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;
- Determine whether the City of Statesboro's financial resources are sufficient to fund language assistance resources needed;
- Determine whether the City of Statesboro fully complies with the goals of this LAP Plan; and
- Determine whether complaints have been received concerning the agency's failure to meet the needs of LEP individuals.

VII. DISSEMINATION OF THE CITY OF STATEBORO'S LAP PLAN

The LAP Plan will be on the City of Statesboro's website page and provided to anyone requesting the information.

VIII. RECORDS

The City of Statesboro will maintain records in the City Clerk's office regarding its efforts to comply with Title VI LEP obligations. These records will be reviewed periodically and open to the public in an effort to improve service.

IX. COMPLAINTS/FINDINGS

Any person who believes they have been denied the benefits of this LAP or that the City of Statesboro has not complied with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and Executive Order 13166 regulations may file a complaint with the City LAP Coordinator. The City LAP Coordinator may be the first point of contact for any complaints or appeals, but the GA DCA LAP Coordinator must be informed of all complaints and appeals regarding GA DCA/HUD programs. The LAP Coordinator will provide oversight of the complaint/appeal resolution process. To file a complaint, submit the written complaint to:

Justin Williams
City of Statesboro
50 E. Main Street
Statesboro, GA 30458
(912) 764-5468

Or for GA DCA/HUD funded programs:

DCA 504 Coordinator
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
fairhousing@dca.ga.gov

X. AVAILABLE FEDERAL LEP RESOURCES

HUD's LEP Website:
http://www.hud.gov/offices/fheo/lep.xml
Federal LEP Website:
http://www.lep.gov/
LEP and Title VI Videos:
http://www.lep.gov/video/video.html
"I Speak" Card:
http://www.lep.gov/ISpeakCards2004.pdf

CITY OF STATESBORO

COUNCIL
Tangie Johnson
Loletta Donaldson-Elliott
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: November 10, 2026

RE: November 17, 2026 City Council Agenda Items

Policy Issue: Consideration of a resolution to request the City's Hotel Motel Tax rate be increased from 6% to 8%. Resolution also sets out how those funds will be disbursed to follow the requirements of state law

Recommendation: Approval

Background: Statesboro's current tax rate of 6% has been in in effect since 2014. SCVB requested today's increase to allow for additional TCT (tourism, conventions, and trade) and TPD (tourism product development) funding.

Budget Impact: None

Council Person and District: N/A

Attachments: Proposed Resolution

RESOLUTION 2026-43

A RESOLUTION OF THE CITY OF STATESBORO REQUESTING THE GEORGIA GENERAL ASSEMBLY ADOPT LOCAL LEGISLATION FOR THE CITY OF STATESBORO TO INCREASE THE HOTEL/MOTEL TAX TO PROVIDE ADDITIONAL FUNDING RESOURCES FOR PROMOTING TOURISM, CONVENTIONS, AND TRADE SHOWS AND TOURISM PRODUCT DEVELOPMENT PROJECTS; TO AUTHORIZE THE MAYOR TO EXECUTE ANY DOCUMENTS RELATING TO SUCH LEGISLATION, AND OTHERWISE PERFORM ALL NECESSARY ACTS TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES

WHEREAS, the governing authority of the City of Statesboro is the Mayor and City Council;

WHEREAS, the City of Statesboro currently imposes a 6% Hotel/Motel tax on all occupied rooms within the City;

WHEREAS, the Georgia General Assembly authorizes municipalities to increase their Hotel/Motel Tax to 8% upon a request from the governing authority and passage of a local act by the General Assembly;

WHEREAS, the Mayor and City Council find that the City would benefit from the imposition of this increased tax rate by providing additional revenues for the promotion of travel and tourism and the development of destinations for visitors to the City of Statesboro;

and WHEREAS, O.C.G.A. § 48-13-51(b) provides that municipalities wishing to increase such tax must adopt a resolution which specifies the subsequent tax rate, identifies the projects or tourism product development purposes and specifies the allocation of proceeds;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL IN REGULAR SESSION THAT:

1. The City of Statesboro hereby requests the State Legislative Delegation of Bulloch County introduce and seek passage of a local legislative act authorizing Statesboro to increase its Hotel/Motel tax from the existing 6% to 8%.

2. The City of Statesboro intends to use the proceeds of such tax for any legal purpose, to include specifically, but not limited to, promoting tourism, conventions, and trade shows by Statesboro Convention and Visitors Bureau.

3. The tax authorized by Section 48-13-51(b)(2) of the Official Code of Georgia Annotated, and the proceeds of this tax shall be used in accordance with sections 48-13-51(b)(5) and 48-13-51(b)(6).

4. An amount equal to the total taxes collected under O.C.G.A. § 48-13-51(b), which would have been collected at a rate of 5% shall be expended in accordance with the provisions of O.C.G.A. § 48-13-51(a)(3).

5. Any amount equal to not less than 50% of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% shall be expended for promoting tourism, conventions, and trade shows by the Statesboro Convention and Visitors Bureau.

6. Any remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5% which are not otherwise expended pursuant to the previous

paragraph shall be expended for tourism product development.

7. This Resolution shall be effective immediately upon adoption.

SO RESOLVED, THIS 17th day of November, 2026.

CITY OF STATESBORO, GEORGIA

_____
MAYOR JONATHAN M MCCOLLAR

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

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

Date: November 7, 2026

RE: Task Order #3 with Michael Baker International (MBI) for Engineering Design Services for the Creek on the Blue Mile Bridges, STM-34

Policy Issue: Purchasing

Recommendation:
Engineering staff has reviewed and recommends approval of Task Order #3 under the Master Service Agreement for continuation of the design of the Creek on the Blue Mile Bridges for $1,365,585.01.

Background:
Michael Baker International, Inc. (MBI) was selected as the most qualified firm following the GDOT Procurement Policy for the preliminary engineering design for the Creek on the Blue Mile Bridges. The project was broken down into task orders to more accurately manage the scope and costs for the project. A Client Services Agreement with MBI was approved by Council on November 18, 2025, along with Task Order #1, in the amount of $100,000. Task Order #2 was approved on April 14, 2026, in the amount of $958,977.31.

MBI has submitted Task Order #3 with a defined scope for next steps, while Task Order #2 is still in progress. The scope items and costs proposed were negotiated. The scope of Task Order #3 includes final concept development, conclude public involvement, preliminary plans, Right of Way Plans, updates or addendums, National Environmental Policy Act of 1969 (NEPA) documentation, preliminary construction plans, Subsurface Utility Engineering (SUE) services, and hydraulic and hydrological studies. All deliverables shall be in accordance with the current edition of the GDOT Plan Development Process (PDP), Electronic Data Guidelines (EDG), GDOT Design Policy Manual, and the GDOT Survey Manual. The duration of Task Order 3 is twenty-four (24) months. Atlas Technical Consultants performed an independent cost estimate for the services provided in Task Order #3, and the estimate was 13.3% higher than the total amount proposed by MBI. There will be additional task orders required to complete the final design. MBI is currently working on environmental studies, utilities locations, and preliminary plans.

Budget Impact: Task Order #3 is not to exceed $1,365,585.01. Actual cost will be based on the quantity of work completed according to the billable rates listed in the agreement, plus the fixed fees listed for each subconsultant. GDOT has awarded $3 million to the City for design of the bridges. Task Orders #1

and #2 were approved in the amount of $100,000 and $958,977.31 respectively, and $246,128.95 has been spent to date. The overall cost of the design of the bridges is estimated to be $3 million to $3.5 million.

Council Person and District: Vacant, District 2 and Ginny Hendley, District 3

Attachments: Task Order 3 with Michael Baker International, Inc.

Copy: Darren Prather, Director of Central Services
Cain Smith, City Attorney
Marcos Trejo, P.E., Assistant Director of Public Works

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into this 17th day of November 2026 ("Effective Date") by and between **Michael Baker International, Inc** ("**MICHAEL BAKER**"), and the **City of Statesboro** ("**CLIENT**"). **CLIENT** and **MICHAEL BAKER** may be referred to individually as a "Party" and collectively as the "Parties" herein.

WHEREAS, **CLIENT** is undertaking the project for the **Bridges on the Blue Mile** ("Project");

WHEREAS, **CLIENT** desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES. MICHAEL BAKER** shall perform the services more fully described in **Exhibit A** hereto, as may be amended from time to time by the Parties as set forth herein (collectively, "Services"). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in **Exhibit B** hereto ("Services Schedule"), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.

2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.

3. **COMPENSATION AND PAYMENT. CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and **Exhibit C** hereto. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER's** invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL BAKER** does not waive and fully reserves any and all mechanics' or other lien rights for any unpaid Services.

CLIENT's payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES. MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**. **CLIENT** shall indemnify and hold **MICHAEL BAKER** harmless from and against any liability, damage and/or loss (including, without limitation, attorneys' fees or other legal costs) incurred by **MICHAEL BAKER** relating to any unauthorized use, re-use or modification of any Deliverables by **CLIENT**.

5. **CLIENT OBLIGATIONS**. **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.

6. **CHANGES/IMPACTS. CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below). No **MICHAEL BAKER** claim for additional compensation or time shall be waived or limited by lack of written notice if **CLIENT** has actual or constructive knowledge of the condition, event, or circumstance giving rise to **MICHAEL BAKER's** claim.

7. **INDEMNIFICATION**. Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.

8. **COST ESTIMATES. CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.

9. **SUSPENSION/TERMINATION. MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 30 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to a cure a material breach following receipt of written notice and a reasonable opportunity to cure. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.

10. **DEFAULT/DISPUTES**. As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than 30 days) to analyze and commence a cure of the alleged default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A**, **MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	$1,000,000 Bodily Injury by Accident (Per Occurrence) $1,000,000 Bodily Injury by Disease (Policy Limit) $1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	$2,000,000 (Per Occurrence) $4,000,000 (Aggregate)
Automobile Liability	$2,000,000 Combined Single Limit
Professional Liability	$2,000,000 (Per Claim) $4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Services Schedule

Exhibit C – Compensation

13. **ELECTRONIC FILES**. In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.

14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT**, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of **MICHAEL BAKER** (each, a "Force Majeure Event").

15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in

any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of **MICHAEL BAKER**; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to **MICHAEL BAKER** for the Services; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

16. **CONFIDENTIALITY.** A receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.

17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *J. Matt Bennett, DBIA*
Project Manager
112 Delk Rd.
Screven, GA 31560
912-294-7656

CLIENT: *Marcos Trejo Jr., P.E.*
Assistant Director of Public Works
City of Statesboro – Public Works & Engineering Dept.
50 East Main St.
Statesboro, GA 30458
912-764-0681

18. **ASSIGNMENT/SUBCONTRACTING**. Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.

19. **INDEPENDENT CONTRACTOR**. The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.

20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.

21. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS**. If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.

22. **DEBARMENT CERTIFICATION**. By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of

Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.

24. **ENTIRE AGREEMENT**. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

WITNESS:

Albert W. Bowman

CONTRACTOR LEGAL NAME:

Michael Baker International, Inc

Recommended by: _____

Charles Penny, City Manager

APPROVED AS TO FORM:

_____

I. Cain Smith, City Attorney

ATTEST:

By: _____

Leah Harden, City Clerk

CITY OF STATESBORO

By: _____

Jonathan McCollar, Mayor

EXHIBIT A
Scope of Services

MICHAEL BAKER agrees to furnish **CLIENT** with full services in connection with the Project, which include:

All services required to deliver the project per GDOT Plan Development Process and designed to GDOT standards, policies and requirements.

See below for specific scope of services for this Task Order.

TASK ORDER

MASTER CONTRACT ID #: **Total Task Order Amount**: **$ 1,365,585.01**
TASK ORDER #: 3

Task Order Funding Project Information:

PI #: 0019357
County: City of Statesboro
TPRO Description: 0019357 – Bridges on the Blue Mile – SR 67; SR 73 & Zetterower Ave. @ Little Lotts Creek

The above project task order is made and entered into as of November 17, 2026, (hereinafter referred to as "Task Order Effective Date") by and between the City of Statesboro, through its Office listed in Item # I. (responsibilities and obligations pursuant to this task order will be performed by the individuals identified in Item # I of this task order), hereinafter referred to as the City of Statesboro;

AND

MICHAEL BAKER INTERNATIONAL, INC.

hereinafter referred to as the Consultant.

This task order is made a part of the Professional Services Agreement Master Contract referenced above between the City of Statesboro and the Consultant.

I. CITY OF STATESBORO AND CONSULTANT CONTACT INFORMATION:

The City of Statesboro's mailing address and telephone number for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

City of Statesboro's Project Manager:

City of Statesboro
Marcos Trejo
50 East Main St.
Statesboro, GA 30458
912-764-0681

Consultant's Project Manager:

Michael Baker International, Inc.

Attn: J. Matt Bennett
112 Delk Rd.
Screven, GA 31560
Telephone #: 912-294-7656
E-Mail: j.matt.bennett@mbakerintl.com

II. Task Order Description:

The purpose of this task order is to prepare final concept development, conclude public involvement, preliminary plans, Right of Way Plans, perform any necessary environmental studies, updates or addendums, National Environmental Policy Act of 1969 (NEPA) documentation, preliminary construction plans, Subsurface Utility Engineering (SUE) services, hydraulic and hydrological studies for GDOT project 0019357. All deliverables shall be in accordance with the current edition of the GDOT Plan Development Process (PDP), Electronic Data Guidelines (EDG), GDOT Design Policy Manual, and the GDOT Survey Manual. All required engineering studies/reports are considered part of the scope of services.

III. Scope of Services:

The consultant shall:

A. Attend Project Team Meetings:

The Consultant shall prepare for, attend, and prepare meeting minutes for monthly coordination/team meetings for the life of this contract.

B. Finalize Conceptual Design:

The Consultant shall gather from the City of Statesboro all available data and information pertinent to the preparation of the project plans. Pertinent data shall be defined as that data and information which GDOT will allow the Consult- ant to use in the development of the project. The Consultant shall also gather and utilize other data from sources, such as the applicable County, to supplement existing data, as needed.

a. Provide, coordinate, and attend public information meetings (Key Stakeholder Meetings, Local Government Meetings, Special Interest Group Meetings, any additional Public Information Open Houses (PIOH) required, etc.), which includes preparing advertisement, dry run materials, handout package, displays, synopsis and comments summary and providing written responses to written and verbal PIOH comments; Prepare and circulate early coordination letters; Perform all activities associated with a Detour Open House, to include attending the meeting and the dry run and preparing the following materials: legal advertisement, handout, synopsis, summary of comments, and comment response letters, if required.
b. Provide, and include in GDOT's AASHTOWare, a concept construction cost estimate with the concept report. Not every item needs to be covered in this estimate, only those items that will establish a reasonable estimate of the total construction cost. The City of Statesboro, upon request, will furnish unit cost data for similar type projects as may be available.
c. Finalize a limited scope concept report for the project.
d. Update Concept Report, according to comments received from the CTM and from the GDOT Office of Design Policy and Support, and resubmit for approval by GDOT management.

C. Provide Programmatic Cost Estimate Updates:

a. Provide milestones and annual construction cost estimate update prepared in GDOT AASHTOWare (if needed).
b. Provide annual right-of-way cost estimate, prepared by a GDOT prequalified right-of-way service provider, and approved by GDOT's Office of Right-of-Way (as needed).
c. Provide utility plans and utility cost estimate request checklist for annual utility cost estimate request.

D. Provide Environmental Documentation and Required Studies:

a. Preparation for and attendance of Preliminary Field Plan Review (PFPR) including:
b. Prepare Environmental Resource Impact Table (ERIT) and other materials for Field Plan Review.
c. Attend Field Plan Review.
d. Review PFPR Report and provide written responses to any environmental comments.
e. Certification - for ROW authorizations.

E. Provide Utility Plans

a. Complete Quality Level B Subsurface Utility Engineering –provide subsurface utility engineering services within the project area, including:
    i. Provide to GDOT SUE Office for review and acceptance according to SUE submittal checklist prior to baseline 1st submission date. Use utility plan sheets provided from the designer.
    ii. Update SUE plans based on SUE verification responses from 1st submission
b. Provide plans to the GDOT PM/District Utility office once SUE is accepted, with current design files for 1st submission
c. Designer to prepare for and attend Preliminary Utility Relocation Meeting. SUE firm attends meeting.
d. Complete Utility Impact Analysis Subsurface Utility Engineering –provide a matrix that determines the extent the proposed roadway improvements will impact the existing utilities within the project area. (Use available cross-sections, plans, profiles, staging, drainage, and erosion control plans to complete this effort.)

F. Provide Preliminary Roadway Design Plans:

a. Provide construction plans for constructability review meeting.
b. Prepare for and attend constructability review meeting.
c. Prepare and provide preliminary bridge layout for GDOT review and approval.
d. Provide bridge hydraulics study for GDOT review and approval.
    i. Prepare Federal Emergency Management Agency (FEMA) floodplain studies and no-rise certifications (if needed).
e. Provide pavement design submission.
f. Perform Phase I Environmental Site Assessment for GDOT review and approval.
g. Provide soil survey and report for GDOT review and approval.
h. Complete a Quality Assurance / Quality Control Review. A QA/QC Letter will be provided for PFPR.
i. Provide preliminary construction plans meeting the requirements of the latest PFPR checklist.
j. Provide complete PFPR request package including all items listed on the PFPR checklist and all the construction plan sets required for distribution per the GDOT standard distribution list.
    i. Preliminary Signing and Marking Plans
    ii. Preliminary ESPCP
    iii. Preliminary Utility Plans
    iv. Submit 1st Utility Submission
    v. Preliminary Staging Plans and Staging Cross Sections (if needed)
k. Attend PFPR meeting.
l. Provide responses to comments included in the PFPR report.
m. Prepare and submit one (1) Design Exception/Variance.
n. Prepare Detour plans and Detour Report (if needed).
o. Bridge End Roll staking (assume one [1] time).

G. Provide Right-of-Way Plans:

a) Revise plans and deliver final GDOT approved Right-of-Way plans.
b) Provide Right-of-Way revisions during acquisition.
c) Provide Location and design approval report.
d) ROW and easement staking (assume one [1] time).
e) Prepare for and attend property owner meeting.

H. Special Studies

a) Participate in Local Government Meetings
b) Prepare wall location and envelope (8 walls)
c) Conduct Ecology Protected Species Survey and Report (terrestrial), if needed

IV. Available Information:

The City of Statesboro shall provide the following:

Approved Project Schedule

V. Deliverables:

Deliverables include the following items that shall be completed by the Consultant and delivered to the City of Statesboro during the term of this task order as specified by the Project Manager and in accordance with the approved project schedule:

A. Approved Concept Report and Layouts
B. Monthly Project Status Reports
C. Cultural Resources Assessment of Effects, if needed
D. Categorical Exclusion (CE) including Environmental Commitments Table
E. Prepare Reevaluation for ROW Authorization and certify for ROW authorization
F. De Minimis correspondence
G. Protected Species Survey Report(s), if needed
H. All documents and reviews for Preliminary Field Plan Reviews.
I. Electronic copy of each final report and NEPA document in Word and .pdf format.
J. Transmittal letters for all reports and application packages.
K. Approved Preliminary Plans per latest PFPR Checklist, includes but is not limited to:
    a. QC/QA letter with PFPR submission
    b. Accepted PFPR responses
    c. Updated construction cost estimate per milestone and annually
    d. 1st submission of utility plans for SUE
    e. Accepted preliminary bridge layout
    f. Approved pavement design
    g. Approved Detour Report (if needed)
    h. Approved two (2) Design Exceptions/Variances
    i. Approved soil survey
L. Meeting Minutes
M. PFPR Meeting Minutes
N. PFPR Comment Responses
O. Copy of Right of Entry letters mailed to project area Property Owners by Consultant.
P. Approved Right of Way Plans
Q. Right-of-Way Plan revisions during acquisition
R. Accepted Quality Level B SUE
S. UIA Spreadsheet and SUE database with conflict locations.
T. Accepted Bridge Hydraulic Study

VI. Work Schedule:

The Consultant must complete all work between the date of the notice to proceed and the completion date specified. In no instance shall any work be authorized beyond the completion date specified unless specifically authorized in writing as evidenced by a task order time extension letter. No work shall be authorized or payment made for work performed beyond the termination date of the master professional services agreement. All work specified in this task order shall be completed in accordance with the below schedule and/or no later than the completion date specified:

All work of this task order will be completed within twenty-four (24) months of Notice to Proceed (NTP).

VII. Compensation Summary:

A. Maximum Allowable Compensation: $1,365,585.01

B. Cost Plus Fixed Fee: $106,574.65

NOTE: Fixed Fee = (Direct Labor + Overhead /Indirect Cost Rate) X 10%);

Note: FCCM is not included in the calculation of the Fixed Fee amount.

C. Cost Basis: **[X] Cost Plus Fixed Fee** **[ ] Firm Fixed Price**

D. DBE Summary:

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year above first written:

CITY OF STATESBORO

Signature: Date

Charles Penny, City Manager

Printed Name/Title

MICHAEL BAKER INTERNATIONAL, INC.

Albert W. Bowman **10/26/2026**

Signature: Date

Al Bowman, Vice President

Printed Name/Title

ATTEST: **CITY OF STATESBORO**

BY:

Leah Harden, City Clerk Date

BY:

Jonathan McCollar, Mayor Date

EXHIBIT B
Services Schedule

It is Michael Baker International's intention to adhere to the approved GDOT specificized schedule unless the City of Statesboro directs otherwise at any given time, or unforeseen circumstances prevent the team from doing so.

EXHIBIT C

Compensation

See attached compensation summary below.

City of Statesboro

COST PROPOSAL SUMMARY

Proj. No.:		Project:	**Bridges on the Blue Mile**
PI No.:	**0019357**	County:	**Bulloch**
Prime:	**Michael Baker International**	Contract Type:	**Cost Plus Fixed Fee**
Date:	**23-Sep-2026**	Fixed Fee %:	**10%**

Offeror:	**Michael Baker International**		Master Contract:	
	112 Delk Rd.		Contract Expiration:	**31-Oct-2028** **ASSUMES NTP BY 10/31/2026**
	Screven, GA 31560		Task Order No:	**3**
Contact:	**J. Matt Bennett**	**912-294-7656**		
	Project Manager	j.matt.bennett@mbakerintl.com		

Contract Office: **City of Statesboro**

Contract Action: **Task Order**

Contract Type: **Cost Plus Fixed Fee**

	Task Order Totals
Maximum Allowable Cost	**$ 1,365,585.01**
(Prime) Maximum Amount for Fixed Fee	**$ 59,065.36**
Provisional Overhead Rate	**155.373%**
Fixed Fee Percentage	**10%**
Minimum DBE Percentage	**16.0%**

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: November 12, 2026

RE: November 17, 2026 City Council Agenda Items

Policy Issue: Consideration of a motion to approve an employment agreement between the Mayor and City Council of Statesboro and Jason M. Boyles.

Recommendation: Approve

Background: Development Associates coordinated a national search for the City Manager position. The Elected Body identified Jason M. Boyles as the sole finalist.

Budget Impact: $245,000.00

Council Members: All

Attachment: Employment Agreement

EMPLOYMENT AGREEMENT

GEORGIA, BULLOCH COUNTY.

This agreement entered into this ___ day of November, 2026 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO,** a municipal corporation, its assigns and successors, hereinafter known as "City", and **JASON M. BOYLES**, his heirs, assigns and successors, hereinafter known as "Employee"

WITNESSETH:

WHEREAS, the Charter of the City of Statesboro provides for the appointment of a City Manager, and the City seeks to the fill the position of City Manager, and;

WHEREAS, Employee has been selected after a national search and is desirous of fulfilling the duties the office of the City Manager;

NOW, THEREFORE, both parties covenant and agree as follows:

SECTION 1. DUTIES

Employee covenants and agrees to act as the City Manager and shall be vested with the legal authority prescribed to the City Manager by the City Charter, and Code of Ordinances of the City of Statesboro as amended and shall represent and pursue the interests of the municipal corporation of the City of Statesboro as defined by the Mayor and City Council as the governing body of the municipal corporation of the City of Statesboro. In so doing, the City Manager shall act as an executive and fiduciary of the municipal corporation of the City of Statesboro.

SECTION 2. TERM

A. This agreement shall remain in full force and effect from January 1, 2027 until terminated by the Employer or Employee as provided in Section 3 of this agreement.

B. All parties acknowledge that Employee is an appointed official and serves at the pleasure of the Mayor and City Council, and that the Mayor and City Council can terminate that

appointment at will, and thereby terminate this agreement at will subject only to the provisions set forth in Section 3, Paragraph A of this agreement.

C. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraphs B and C of this agreement.

SECTION 3. TERMINATION AND SEVERANCE PAY

A. In the event the Employee is terminated and the Employee is willing and able to perform the duties of the position under this agreement, the Employer agrees to pay the Employee a lump sum cash payment equal to six (6) months' gross salary. However, in the event Employee is terminated because the Employee is convicted of a crime of moral turpitude or a felony, or if the City determines that the Employee has engaged in unprofessional conduct, conduct that breaches the public trust, including but not limited to illegal acts involving moral turpitude, malfeasance or misfeasance, the City shall be entitled to terminate the Employee immediately without any severance pay or indemnification as specified and provided for in this agreement.

B. If Employer refuses, following a written request to comply with any provision benefitting Employee herein, or if the Employee resigns following an offer to accept resignation whether formal or informal by the Employer, then the Employee may declare a termination and receive severance pay as above provided.

C. In the event the Employee voluntarily resigns his position with the City then the Employee shall give the City FORTY-FIVE (45) days' written notice in advance, unless the parties otherwise agree. The severance pay agreement detailed above shall not apply to voluntary resignation.

SECTION 4. TERMINATION DUE TO DISABILITY

If the Employee is unable to perform his duties because of illness, accident, injury, or mental incapacity, for a period of at least twelve (12) weeks and no reasonable accommodations are available, the City shall have the option to terminate employment. However, the employee shall be entitled to severance pay as provided for in Section 3.

SECTION 5. COMPENSATION

A. As compensation for acting as the City Manager, Employee shall be paid the annual sum of Two Hundred Forty Five Thousand and No/100 Dollars ($245,000.00), payable in installments at the same time as other employees of the City are paid. The City agrees that the employee shall receive increases in base salary and benefits due other employees based on the Employee's initial hire date each year in the same percentage as all other employees who receive a favorable evaluation in that year unless the Employer determines in an annual evaluation that the Employee's performance in the past year does not justify a merit increase. Employee shall also receive the same cost of living adjustments as a percentage of annual salary as other full-time City employees receive that year.

B. As further compensation for acting as the City Manager, the City of Statesboro shall provide a car allowance in the amount of Seven Hundred Dollars ($700.00) per month.

C. As further compensation for acting as the City Manager, the City of Statesboro shall provide an amount equal to four percent (4.00%) of Employee's salary into a deferred compensation account for Employee's benefit. Such deferred compensation account shall be titled in Employee's name. No vesting period shall be required by the City. Such account will remain the property of the Employee during and after his employment.

D. As further compensation for acting as the City Manager, the City shall provide an annual bonus typically provided to employees of the City of Statesboro subject to prior budgetary approval by the Mayor and City Council.

SECTION 6. BENEFITS

Employee shall receive all benefits typically provided to employees of the City of Statesboro including, but not limited to, participation in the Defined Benefit Retirement Plan; life insurance equivalent to his annual salary; long-term disability; and health, dental and vision insurance. The City shall contribute the Employee's share to the Defined Benefit Retirement Plan and other benefits as it does for other City employees. These benefits shall equal those offered to regular employees of the City.

Retirement Benefits; Imputed Credited Service under Retirement Plan: In the event Employee is terminated without cause (pursuant to Section 3, Paragraph A), or if the Employee resigns following an offer to accept resignation, whether formal or informal by the Employer, before accruing 30 years of Total Credited Service under City's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), City agrees to grant Employee the additional number of years and months of Credited Service necessary for Employee to accrue a total of 30 years of Total Credited Service under the Plan. For example, if Employee is terminated without cause and has 27 years and six (6) months of Total Credited Service with City, City will give Employee an additional two (2) years and six (6) months of Credited Service under the Plan. Similarly, if Employee is terminated without cause and has 29 years of Total Credited Service with City, City will give Employee an additional one (1) year of Credited Service under the Plan. This additional Credited Service shall be imputed service and shall count solely for the purpose of satisfying the minimum requirements for the Plan's Alternative Normal Retirement Qualification, which provides that a participant is eligible for an

alternative normal retirement benefit if he has at least 30 years of Total Credited Service, regardless of his age. This additional Credited Service shall not count for the purpose of calculating retirement and/or death benefits, or any other purpose under the Plan, other than meeting the minimum requirements for the Alternative Normal Retirement Qualification. Employee will not receive compensation associated with the additional years of Credited Service attributed to him pursuant to this Agreement. Earnings used to calculate Employee's Final Average Earnings under the Plan will be based on Employee's Earnings, as defined under the City's Plan, with the City as of his Termination Date.

Employee's retirement benefits under the City's Plan will be subject to any applicable reduction under the Plan, including but not limited to a reduced benefit option (i.e., Option B or Option C) elected by Employee, as well as any reduction required by the Internal Revenue Code. This grant of additional Credit Service is only applicable if Employee is terminated without cause before attaining 30 years of Total Credited Service with City. If Employee resigns or is terminated for cause before attaining 30 years of Total Credited Service with City, this provision granting additional Credited Service shall be null and void and Employee shall not receive additional (imputed) Credited Service under the Plan for any purpose.

SECTION 7. VACATION AND SICK LEAVE

Employee shall accrue sick leave at the same rate as regular full-time employees of the City. Employee shall accrue vacation leave at the rate of 160 hours per calendar year, or the amount of vacation leave eligible to employees of the City based upon years of service. The amount of vacation leave time that the Employee may accrue shall be governed by the *City of Statesboro, Georgia Personnel Policies and Procedures (Employee Handbook)* as from time to time amended by the Mayor and City Council of Statesboro.

SECTION 8. DUES, SUBSCRIPTIONS, AND PROFESSIONAL DEVELOPMENT

A. City agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties and/or necessary to maintain requisite credentialing hours, not to exceed the budgeted amount and subject to prior budgetary approval of the Mayor and City Council. City shall also cover the costs of any professional memberships.

B. The City agrees to pay for travel and subsistence expenses for the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions of the City, not to exceed the budgetary restrictions and subject to prior budgetary approval by the Mayor and City Council. Mileage shall be paid at the same rate as other City employees when Employee is required to drive his own vehicle outside Bulloch County for any purpose under this subsection.

C. City agrees to pay the dues and meal expenses for Employee's membership in one civic club of Employee's choosing.

SECTION 9. HOURS OF WORK

The City recognizes that Employee must devote substantial time outside of normal business hours to the affairs of the City and that Employee shall be allowed to take time off for holidays and for leave as he shall deem appropriate during normal office hours (generally considered as 8:00 a.m. – 5:00 p.m. on Monday through Friday).

SECTION 10. HOLD HARMLESS AND INDEMNIFICATION

The City recognizes that Employee is an agent and an employee of the City of Statesboro and that in the performance of Employee's duties and as an agent of the City, the City shall defend, hold harmless, and indemnify Employee from all claims, demands, and liabilities arising

directly or indirectly from Employee's service as an agent and employee of the City to the extent that such claims, demands, or liabilities are covered by the City's general liability insurance policy or other applicable insurance policies.

SECTION 11. CONTINUING DUTY OF COOPERATION

At the termination of the employment relationship between the parties, if requested by the City, Employee expressly agrees to cooperate with and assist any newly appointed City Manager during the period of transition at a rate of pay equivalent to the Employee's last monthly salary rate. The period of transition shall begin on the date of the termination of the employment relationship, and shall be for a period not to exceed six (6) months unless otherwise agreed to by the parties.

SECTION 12. ETHICAL COMMITMENT

The Employer expects the Employee to adhere to the highest professional standards. The Employee's actions will always comply with those standards. The Employee agrees to follow the Code of Ethics of the International City/County Management Association (ICMA) and the ethics rules, regulations, and laws of the State of Georgia. Consistent with the standards outlined in the Code, the Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time. Employer shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected

office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

SECTION 13. MISCELLANEOUS PROVISIONS

A. Mayor and City Council reserve the right to fix any other reasonable terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided that such terms and conditions are not inconsistent with or in conflict with other provisions of this Agreement, the City Charter, or the Code of Ordinances.

B. If any provision or portion of this Agreement is held to be invalid or unenforceable for any reason, the remainder of this Agreement or portion thereof shall be severable and shall remain in full force and effect.

IN WITNESS WHEREOF, all parties hereto have affixed their hands and seals the day and year above written.

MAYOR AND CITY COUNCIL
OF STATESBORO

_____
Jason M. Boyles
Employee

By: _____
Jonathan McCollar
Mayor, City of Statesboro

Attest: _____
Leah Harden
City Clerk, City of Statesboro

Given to me, this ____ day of November, 2026

_____
NOTARY PUBLIC

My commission expires on the _____ day of _____, 20 _____.