



**February 17, 2026 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Recognitions/Public Presentations:
  - A) Presentation of a Life Saving Award to APO Leah Carrera.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 02-03-2026 Council Minutes
    - b) 02-03-2026 Executive Session Minutes
6. Public hearing and consideration of a motion to approve **APPLICATION V 26-01-01:** Melessia Wade-Smith requests a Variance to the permitted uses allowed in the O (Office and Business) zoning district, in order to establish a hair salon at 57 Granade Street (Tax Parcel# S52 000042 000).
7. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a)
  - a) Annie's Nail Salon LLC  
Owner: Tom Pham  
1098 Bermuda Run, Suite 4  
License Type: Low Volume (by the drink)
  - b) Azul on Gentilly LLC  
Owner: Lorena Cisneros  
608 Brannen St.  
License Type: Restaurant (by the drink)
  - c) B&T Food Fresh  
Owners(s): John Triplett/Clark Brunson  
620 Fair Rd.  
License Type: Package Sales (beer & wine only)
  - d) B&T Food Fresh  
Owner(s): John Triplett/Clark Brunson  
Location: 2949 Northside Dr. West  
License Type: Package Sales (beer & wine only)

8. Consideration of a motion to approve **Resolution 2026-07**: A Resolution to convey roughly three foot wide segment of city right-of-way along West Vine Street to Walnut & Vine, LLC and Boro Beverages, LLC.
9. Consideration of a motion to approve a Memorandum of Understanding between the City and RISEUP Addiction Recovery Support Center regarding the placement of a harm reduction box on City Property at BIG campus.
10. Consideration of a motion to approve an Intergovernmental Agreement between Bulloch County and the City of Statesboro for roadway improvements and maintenance on Burkhalter and Cawana Roads.
11. Consideration of a motion to approve a contract amendment with Goodwyn Mills Cawood, LLC on Task Order 8: Lake Sal Design and Permitting, in the amount of \$5,000, to be funded by 2013 SPLOST funds.
12. Public Comments (General)
13. Other Business from City Council
14. City Managers Comments
15. 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)
16. Consideration of a Motion to Adjourn

# STATESBORO POLICE DEPARTMENT

*presents this*

## Life Saving Award



*for*

ON JANUARY 9, 2026, ADVANCED PATROL OFFICER LEAH CARRERA WAS DISPATCHED TO A MOTOR VEHICLE CRASH. AFTER HER INVESTIGATION, SHE AGREED TO TRANSPORT AN ELDERLY MALE FROM THE SCENE TO A NEARBY LOCATION. ONCE AT THE LOCATION, SHE WAS ASSISTING THE MAN WHEN HE SUDDENLY BECAME UNRESPONSIVE AND STOPPED WALKING. OFFICER CARRERA RECOGNIZED THAT THE MAN WAS IN DISTRESS, AND AS HE COLLAPSED, SHE WAS ABLE TO GRAB ONTO HIM AND SLOW HIS FALL TO THE GROUND. THE MAN WAS NOT BREATHING AND HAD NO DETECTABLE PULSE. OFFICER CARRERA CALLED FOR ASSISTANCE OVER THE RADIO, AND BEGAN LIFE-SAVING CPR. AFTER A SHORT PERIOD OF TIME, THE MAN BEGAN BREATHING AND COLOR RETURNED TO HIS FACE. AS OTHER OFFICERS ARRIVED, THEY WERE ABLE TO FIND A PULSE. OFFICER CARRERA'S IMMEDIATE ACTIONS TO RESUSCITATE THE MAN CLEARLY SAVED HIS LIFE. SHE IS TO BE COMMENDED FOR HER PROFESSIONALISM AND ATTENTION TO DUTY.

*to*

**APO LEAH CARRERA**

Charles "Mike" Broadhead,  
Chief of Police





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**CITY OF STATESBORO  
COUNCIL MINUTES  
FEBRUARY 3, 2026**

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Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

Marcus Toole gave the invocation and Councilmember John Riggs led the Pledge of Allegiance.

**ATTENDENCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Absent	
Paulette Chavers	Councilmember	Present	
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, Public Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

**3. Recognitions/Public Presentations:**

**A) Presentation of a Proclamation recognizing February 20, 2026 as Arbor Day in the City of Statesboro and recognition of the City's participation in the Tree City USA program.**

Mayor McCollar read a proclamation recognizing February 20, 2026, as Arbor Day in the City of Statesboro, highlighting the importance of trees for environmental benefits, economic vitality, and community beautification.

Shawn Diddy, Chair of the Statesboro Tree Board, announced that the Arbor Day event would be held on Saturday, February 21, from 10:00 AM to 12:00 PM at Marvin Park. The event will include community organizations, native plant displays, and a tree planting ceremony to honor the life of Henry Clay, who served on the Tree Board for approximately 40 years. The event will also feature a tree raffle where attendees can bring food or pet food donations to receive raffle tickets.

Parker Dukes from the Georgia Forestry Commission presented the Tree City USA flag to the City, recognizing Statesboro's 33 consecutive years of participation in the program.

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

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

**A) Approval of Minutes**

**a) 01-20-2026 Work Session Minutes**

**b) 01-20-2026 Council Minutes**

A motion was made to approve consent agenda.

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

**6. Consideration of a motion to approve Resolution 2026-02: A Resolution to award a contract to Gilbert & Associates to provide Grant Writing and Administrative Services for the 2026 Community Development Block Grant.**

A motion was made to approve **Resolution 2026-02: A Resolution to award a contract to Gilbert & Associates to provide Grant Writing and Administrative Services for the 2026 Community Development Block Grant.**

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

**7. Consideration of a motion to approve Resolution 2026-03: A Resolution to award a contract to Parker Engineering, LLC to provide engineering services for the 2026 Community Development Block Grant (CDBG). The project will be funded by CDBG funds and 2025 SPLOST funds for the local match.**

A motion was made to approve Resolution 2026-03: A Resolution to award a contract to Parker Engineering, LLC to provide engineering services for the 2026 Community Development Block Grant (CDBG). The project will be funded by CDBG funds and 2025 SPLOST funds for the local match.

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

**8. Consideration of a motion to approve Resolution 2026-04: A Resolution accepting the street rights of way of Lakeview Pines Way and a portion of Shortleaf Way within the Lakeview Pines Subdivision Phase 1 as public streets to be owned and maintained by the City of Statesboro.**

A motion was made to approve **Resolution 2026-04**: A Resolution accepting the street rights of way of Lakeview Pines Way and a portion of Shortleaf Way within the Lakeview Pines Subdivision Phase 1 as public streets to be owned and maintained by the City of Statesboro.

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

**9. Consideration of a motion to approve Resolution 2026-05: A Resolution accepting the street rights of way of Corral Court, Longhorn Court, Cowbell Circle, Timber Road, Pasture Lane, and Haystack Hollow within the Stockyard West Subdivision Phases 1 and 2, as public streets to be owned and maintained by the City of Statesboro.**

A motion was made to approve **Resolution 2026-05**: A Resolution accepting the street rights of way of Corral Court, Longhorn Court, Cowbell Circle, Timber Road, Pasture Lane, and Haystack Hollow within the Stockyard West Subdivision Phases 1 and 2, as public streets to be owned and maintained by the City of Statesboro.

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

**10. Consideration of a motion to approve Resolution 2026-06: A resolution to adopt the first amendment to the City of Statesboro Schedule of Rates, Fees, and Fines for Fiscal Year 2026.**

A motion was made to approve **Resolution 2026-06**: A resolution to adopt the first amendment to the City of Statesboro Schedule of Rates, Fees, and Fines for Fiscal Year 2026.

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

**11. Consideration of a motion to approve a joint Resolution of the Mayor and Council of the City of Statesboro, Georgia and the Board of Commissioners of Bulloch County, Georgia to request their local legislative delegation in the General Assembly of Georgia to take necessary action to provide funding to assist in extending the City of Statesboro's water and sewer system to the Statesboro-Bulloch County Airport; to repeal prior conflicting resolutions or ordinances; to establish an effective date; and for other purposes.**

A motion was made to approve a joint Resolution of the Mayor and Council of the City of Statesboro, Georgia and the Board of Commissioners of Bulloch County, Georgia to request their local legislative delegation in the General Assembly of Georgia to take necessary action to provide funding to assist in extending the City of Statesboro's water and sewer system to the Statesboro-Bulloch County Airport; to repeal prior conflicting resolutions or ordinances; to establish an effective date; and for other purposes.

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

**12. Consideration of a motion to approve the purchase of three Poligon bus stop shelters from Hasley Recreation, Inc. in the amount not to exceed \$65,000.00, to be funded by 2018 TSPLOST funds under ENG-134b.**

A motion was made to approve the purchase of three Poligon bus stop shelters from Hasley Recreation, Inc. in the amount not to exceed \$65,000.00, to be funded by 2018 TSPLOST funds under ENG-134b.

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

**13. Consideration of a motion to approve a Contract Amendment 1 with TR Long Engineering in the amount of \$44,000 on the ENG-115b Blue Mile Phase 2 engineering design contract, to be funded by 2018 TSPLOST funds.**

A motion was made to approve a Contract Amendment 1 with TR Long Engineering in the amount of \$44,000 on the ENG-115b Blue Mile Phase 2 engineering design contract, to be funded by 2018 TSPLOST funds.

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

**14. Consideration of a motion to approve an award of a contract to Cornerstone H20, LLC for the purchase of a Smith & Loveless Pista Grit Screw Conveyor in the amount of \$65,747.00. This item to be purchased with funds approved in the 2026 CIP Budget, item #WTP-15, funded by Aid-to-Construction (ATC) fees.**

A motion was made to approve an award of a contract to Cornerstone H20, LLC for the purchase of a Smith & Loveless Pista Grit Screw Conveyor in the amount of \$65,747.00. This item to be purchased with funds approved in the 2026 CIP Budget, item #WTP-15, funded by Aid-to-Construction (ATC) fees.

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

**15. Consideration of a motion to approve an award of a contract to Truck Country of Indiana for the purchase of a new Autocar Yard Spotter Truck per Sourcewell cooperative purchasing contract in the amount of \$135,000.00. This item to be purchased with funds approved in the FY2026 CIP Budget, items WTP-19, funded by system revenues.**

A motion was made to approve an award of a contract to Truck Country of Indiana for the purchase of a new Autocar Yard Spotter Truck per Sourcewell cooperative purchasing contract in the amount of \$135,000.00. This item to be purchased with funds approved in the FY2026 CIP Budget, items WTP-19, funded by system revenues.

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

## **16. Public Comments (General):**

James Hagan expressed concerns about the Flock Safety automated license plate readers being installed in Statesboro. He described them as AI-powered traffic cameras that photograph every vehicle, recording data such as license plates, make and model. While acknowledging their use in law enforcement, he raised four concerns: privacy violations, potential for abuse by law enforcement, risk of false identifications that could lead to dangerous confrontations, and cybersecurity vulnerabilities with Flock Safety's systems.

Mr. Hagan requested that the City reconsider renewing the Flock Safety contract and conduct a safety audit to determine whether the system presents dangers to citizens. He emphasized that he supports law enforcement but believes the system's risks outweigh its benefits.

Police Chief Mike Broadhead responded to these concerns, acknowledging the balance between security and freedom. He explained that the cameras only capture images of public roadways, not private property. He provided examples of the system's effectiveness in solving crimes, including a recent shooting case where the suspect vehicle was identified within minutes and a murder case where a victim's stolen vehicle was tracked to Cincinnati, leading to the arrest and confession of the suspect. He noted that the department has recovered 30 stolen vehicles using the system in the past year.

The Chief explained that the department controls potential abuse through policies that specify appropriate use of the system, with violations potentially resulting in termination. He confirmed that the system can flag vehicles with expired registration or no insurance, but officers have discretion in setting filters for what violations they want to monitor.

Mayor McCollar suggested that Mr. Hagan meet with Chief Broadhead to discuss his concerns further and noted that the City has an IT team focused on cybersecurity.

## **17. Other Business from City Council**

Mayor Pro Tem Shari Barr thanked local churches that opened warming shelters during the recent cold weather, specifically mentioning Trinity Episcopal. She also reminded everyone about the Arbor Day celebration on February 21 at 10:00 AM at Marvin Park and mentioned that Trinity Episcopal will host a sustainable art festival on February 28 at 10:00 AM.

## **18. City Managers Comments**

City Manager Charles Penny made several announcements:

- The Mayor's State of the City address will be held on February 24 at 7:00 PM in the Emma Kelly Theater at the Averitt Center.
- The first public information meeting regarding the fire service fee will be held on Monday, February 9. Fire Chief Tim Grams and a consultant will explain why the City is considering this fee and how other communities have implemented it. Mr. Penny noted that the City is currently operating the fire department with an internal loan, and by July 1, the City will need to decide between a millage rate increase or a fire service fee.
- The Downtown Live concert series will begin in April with performances by:
  - Liquid Pleasure on April 9
  - Seventy's Kids on April 30
  - Elizabeth as Taylor on May 14
  - Y2K Kids on May 28
  - The Tams on June 11
  - Papa Soul on June 25

All concerts will begin at 7:00 PM.

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

At 9:49 am a motion was made to enter into executive session to discuss real estate in accordance with OCGA 50-14-3(b).

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

At 9:59 am a motion was made to exit executive session.

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

Mayor McCollar called the regular meeting back to order with not action taken in executive session.

**20. Consideration of a Motion to Adjourn**

A motion was made to adjourn.

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

The meeting was adjourned at 9:59 a.m.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



Jonathan McCollar, Mayor  
Charles Penny, City Manager  
Leah Harden, City Clerk  
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:** February 9, 2026

**RE:** February 17, 2026 City Council Agenda Items

**Policy Issue:** *Unified Development Code: Variance Request*

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

**Background:** Melessia Wade-Smith requests a Variance to the permitted uses allowed in the O (Office and Business) zoning district, in order to establish a hair salon at 57 Granade Street (Tax Parcel# S52 000042 000).

**Budget Impact:** None

**Council Person and District:** District 3 (Hendley)

**Attachments:** Development Services Report – V 26-01-01



*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)

**V 26-01-01**  
**ZONING VARIANCE REQUEST**

<b>LOCATION:</b>	57 Granade Street
<b>PETITIONER/REPRESENTATIVE</b>	Cage Holdings LLC/Melessia Wade-Smith
<b>EXISTING ZONING:</b>	O (Office and Business District)
<b>PROPOSED ZONING:</b>	N/A
<b>OVERLAYS/DISTRICTS:</b>	N/A
<b>FUTURE LAND USE CLASSIFICATION</b>	Neighborhood Center
<b>TOTAL ACRES:</b>	0.31 acres (13503.6 sq ft)
<b>PARCEL TAX MAP #:</b>	S52 000042 000
<b>COUNCIL DISTRICT:</b>	District 3 Hendley
<b>EXISTING USE:</b>	Vacant/retail
<b>VARIANCE REQUEST(S):</b>	Variance to the permitted use in O (Office and Business District) Section 2.2.8-A.

**Planning Commission: February 3, 2026**

**City Council: February 17, 2026**

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**V 26-01-01 CONDITIONAL APPROVAL**

## DETAILED DISCUSSION

### **HISTORY**

According to the Tax Assessor Website, the original building was constructed about 1960. It since then has been replaced with current building between 1982 and 1992, based on historic aerials. It was used as a pharmacy for some time until the building was sold in 2023 and converted into a retail space for a children's boutique.

### **REQUEST**

The petitioner is requesting a variance from Section 2.2.8-A of the permitted uses allowed in O (Office and Business District), to allow commercial and personal services, and retail space.

Case# V-26-01-01  
57 Granade Street  
Parcel: S52000042000

## Location Map



Case# V-26-01-01  
57 Granade Street  
Parcel: S52000042000

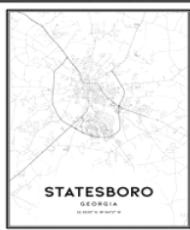
## Future Land Use Map



GRANADE ST

E GRADY ST

Neighborhood Center  
City of Statesboro  
Planning & Development



0 0 0.01 0.01 Miles



Case# V-26-01-01  
57 Granade Street  
Parcel: S52000042000

## Zoning Map



GRANADE ST

S(O)

E GRADY ST

City of Statesboro  
Planning & Development



0 0 0.01 0.01 Miles



### SURROUNDING LAND USES/ZONING

Location	Zoning Information	Land Use
North	O (Office and Business Offices District)	Medical Office
Northeast	O (Office and Business Offices District)	Vacant lot
East	O (Office and Business Offices District)	Vacant lot
Northwest	O (Office and Business Offices District)	Parking lot
Southeast	O (Office and Business Offices District)	Vacant lot
South	O (Office and Business Offices District)	Parking lot
Southwest	O (Office and Business Offices District)	Medical facility
West	O (Office and Business Offices District)	Parking lot

### SITE CHARACTERISTICS

Overlay/District	None
Acreage	0.31 acres (13503.6 sq ft)
Lot	133 X 100 with existing commercial/retail building
Flooding	None on the parcel or nearby.
Wetlands	None on the parcel or nearby.
Easements	None on the parcel or nearby.

### SITE DESIGN DETAILS

UDC Section 2.2.8 – O (Office and Business Office District)

**Other Business or Professional Offices:**

**Parking requirements: 1 per 1,000 square feet of total floor area.**

## STAFF SUMMARY AND ANALYSIS

The petitioner is requesting a variance from UDC Section 2.2.8 for a change of use allowed. The petitioner is requesting to be allowed to use the existing building for retail and as a personal services facility for educational hair care. The building previously was used as a pharmacy then later as a retail space. The site has accompanying parking spaces and it is close local businesses and the intersection of Granade Street and East Grady Street.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Neighborhood Center,” which are primarily characterized by a blend of low and medium density neighborhood scale development that may be commercial office or mixed -use with some residential. The purpose of the O district is to provide for orderly development of office and business uses, permitting and protecting desirable benefits of developments and appropriate associated uses.

The request to allow retail space and personal services is consistent with the comprehensive plan and remains consistent with the character of surrounding area. The building historically has been used as a business establishment. The request aligns with the benefits of such development and the proposed associated use.

### **ENVIRONMENTAL SITE ANALYSIS**

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

### **COMMUNITY FACILITIES AND TRANSPORTATION**

Property is connected to city utilities.

### **ZONING VARIANCE STANDARDS OF REVIEW**

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

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

Analysis: No, there are no special conditions pertaining to the land. However, the building is approaching historic status with almost 50 years since it was constructed. The proposed use would allow the building to be used with little exterior work and serve the neighborhood.

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

Analysis: The applications and request for the variance to allow permitted uses under the UDC is not a result of the applicant's actions. The requested use consists of an educational facility and which would be allowed by right.

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

Analysis: No, petitioner may use the property with allowed permitted uses according to the UDC.

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

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

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

Analysis: The proposed variance of an unpermitted use (personal services) in the O district remains aligned with the Comprehensive Plan's goal for this specific area of the city allowing different types of businesses to utilize the existing structure. The allowance of the proposed use, would continue the usage of a building the supports the character of the surrounding area and connected neighborhood.

**Based upon review of the proposed use and surrounding area, it's the opinion of Staff that the provided analysis demonstrates the existing building may be used as a retail space and provide personal services. Allowing the said use, will continue the existing building to service the neighborhood and surrounding area. Therefore, the proposed variance does meet the review criteria on the Standards of Review.**



Subject property: Northwest view of the property from the ROW on Granade Street, facing northwest.



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



View of the property north of the subject property, facing northeast.



View of the property southwest from the subject property from the ROW on West Grady Street, facing southwest.

## STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL** for **V 26 01-01**. 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 variance does not grant the right to alter the building without appropriate permitting.

At the regularly scheduled meeting of the Planning Commission on February 4, 2026, the Commission recommended approval of the requests and staff conditions with a 7 - 0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** February 10, 2026

**RE:** Annie's Nail Salon LLC

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

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

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

**Budget Impact:** None

**Council Person and District:** Shari Barr, District 5

**Attachments:** Application and Department Approvals

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

RECEIVED  
NOV 17 2025

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

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

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

Date application was received by tax/license office: 11/17/25

1. Business Trade Name: Annie's Nail Salon LLC  
D/B/A Name

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

3. Business Physical Address: 1098 Bermuda Run Suite 4, Statesboro  
GA 30458

4. Business mailing address: 1098 Bermuda Run Suite 4, Statesboro  
GA 30458

5. Local business phone number: 912 - 225 - 3700

Corporate office phone number: 828 - 246 - 7117

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

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

8. Email address for manager: tompham01282@yahoo.com

9. Address of manager: 210 Orleans Trails, Statesboro GA 30461

10. Purpose of application is:

New Business not new New Owner not new

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

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

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

11. Indicate where the business will be located:

Above ground  
 Street or ground floor level

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

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

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

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

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

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

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

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

Name & address of partnership, LLC, or LLP: Annie's Nails Salon, LLC

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

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

15. Members of LLC and/or partners:

Full Legal Name: Tom Thank Berry Phone #: 828-246-7117  
Home Address: 210 Orleans Trails, Statesboro, GA 30461

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

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

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

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

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

JB  
Yes

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

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

Name of Corporation: Annie's Nails Salon LLC

Home Office address: 1098 Bermuda Run Rd. Suite 4  
Statesboro, GA 30458

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

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

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

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

## 17. Officers:

Full Legal Name: Tom Berry Phone #: 828-246 7117Home address: 210 Orleans trail  
Statesboro, GA 30461

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yes 2B

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

Name: Tom Berry Phone #: 828-246-7117 2B

Previous address: 210 Orleans trail Statesboro, GA

Dates lived there: 2017 - 2024

Previous address: Jacksonville, NC

Dates lived there: 2012 - 2016

Previous address: Asheville, NC

Dates lived there: 2005 - 2012

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Leonard Blount

106 Lancaster Pointe, Statesboro, GA 30458

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

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

the Market District Center MSB, LLC

1098 Bermuda Run, Statesboro, GA 30458

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

No

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

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

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

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

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

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

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

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

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

31. Will live nude performances or adult entertainment be a part of this business operation? No

If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

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

Tom Berry  
Print full name as signed below

  
Signature of applicant

Owner      11/17/25  
Title              Date

Sworn and subscribed before me this 17 day of November, 20 25.

Eric McLendon  
Notary Public

7/29/2029  
My commission expires

Eric McLendon  
NOTARY PUBLIC  
BULLOCH COUNTY, GEORGIA  
My Commission Expires 07/29/2029

Calculation of Basic License Fee

For Calendar Year: 2026

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

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



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

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50 East Main Street      P.O. Box 348      » (912) 764-0630  
Statesboro, Georgia 30458      Statesboro, Georgia 30459      » (912) 764-0664 (Fax)

**DATE:** November 20, 2025

**TO:** Tax Department

**SUBJECT: ALCOHOLIC BEVERAGE APPLICATION (1098 BERMUDA RUN SUITE 4, STATESBORO GA 30458)**

The Department of Planning and Development has reviewed the alcoholic beverage application submitted by Annie's Nail Salon LLC 1098 Bermuda Run. The applicant is proposing on premise retail sale of wine for a "Nail Salon". The proposed sale of alcoholic beverages is permitted at the location and **the application may be APPROVED**. Staff's recommendation is based on the following:

- 1) **Zoning District:** "1098 Bermuda Run" MX (Mixed Use District) district.
- 2) **Zoning Use Classification:** Per Code of Ordinance Sec. 6-7 (3) Sec. 6-8 (d), a "By the drink sales for consumption on the premises" may be classified in the MX (Mixed Use District) district as:

- By the drink sales

**3) Alcohol Beverages Proximity Restrictions:** The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6, Section 6-7 (d) of *Statesboro Codes and Ordinances*. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6-7, Class D, E, and F licenses shall be issued for a location only if the location complies with the proximity requirements provided by O.C.G.A. § 3-3-21 as measured by the rules and regulations promulgated by the Georgia Department of Revenue. The proposed location is required to adhere to the proximity requirements and package sales for off-premises consumption governed by O.C.G.A. § 3-3-21.

The Department of Planning and Development recommendation of **approval** is based on the information provided within the business occupational tax application submitted for our review. This approval does not confer rights to open or operate the proposed business until all dimensional requirements of the *Statesboro Zoning Ordinance*, or applicable requirements of any other chapter of City Code have been met.

The Department of Planning & Development encourages all applicants to access the *Statesboro Zoning Ordinance* online at <http://www.statesboroga.gov/>. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire, and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

*Jermaine Foster*

Jermaine Foster  
Planner  
Department of Planning & Development

**Annie's Nail Salon LLC (alcohol)**  
**Tom Pham**  
**1098 Bermuda Run, Suite 4**

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

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	11-21-2025
<b>Fire Department</b>	Noel Small	Pending	1-28-2026; business is conducting renovations. Owner will reach out in a couple of weeks once complete for inspection.
<b>Police Department</b>	Jared Akins	Approved	1/27/26
<b>Legal</b>	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** February 10, 2026

**RE:** Azul on Gentilly

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

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

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

**Budget Impact:** None

**Council Person and District:** Shari Barr, District 5

**Attachments:** Application and Department Approvals

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

RECEIVED  
NOV 04 2025  
D

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

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

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

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

1. Business Trade Name: Azul Tex-Mex Express  
D/B/A Name

2. Applicant's Name: Azul on Gentilly, LLC  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 408 South Main Street, Statesboro, GA 30458  
408 Brannen Street, Statesboro, GA 30458

4. Business mailing address: 408 S Main Street, Statesboro, GA 30458

5. Local business phone number: (912) 259-9565

Corporate office phone number: (912) 516-5387

6. Name of Manager: Lorena Cisneros  
Person responsible for alcohol licensing issues

7. Phone number for manager: Lorena Cisneros

8. Email address for manager: azultexmexexpress@gmail.com

9. Address of manager: 128 Mayport Drive, Statesboro, GA 30458

10. Purpose of application is:

New Business ✓ New Owner \_\_\_\_\_

Previous owner's name: N/A

If the business name has changed, list previous name: N/A

If the business address has changed, list the previous address: N/A

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership  LLC

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

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

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

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

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

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

Name & address of partnership, LLC, or LLP: AZVI on Gentry LLC

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

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

Agreement

15. Members of LLC and/or partners:

Full Legal Name: Lorena Cisneros Phone #: (912) 516-5387

Home Address: 128 Mayport Drive, Statesboro, GA 30458

Full Legal Name: Jorge San Juan Phone #: (912) 516-5387

Home Address: 128 Mayport Drive, Statesboro, GA 30458

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

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

Has each member/partner completed a financial affidavit to attach to this application? \_\_\_\_\_

(Attach additional pages if necessary)

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

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

Name of Corporation: April on Gentilly

Home Office address: 608 Brunnen St

Statesboro, GA, 30458

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

Date & Place of incorporation: Oct 13, 2023, Statesboro

Do you have a shareholders agreement?: NA

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

## 17. Officers:

Full Legal Name: Jorge Sam Juan Phone #: (712) 541-3706Home address: 98 crazy Johnson Rd lot 79Percentage of stock owned: 50% Office held: CEOFull Legal Name: Wera Cisneros Phone #: 912-516-5387Home address: 128 Maypust Drive  
Statesboro, GAPercentage of stock owned: 50% Office held: OwnerFull Legal Name: \_\_\_\_\_ Phone #: DRF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

408 South Main Street, Statesboro, GA 30458

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

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

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

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

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

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

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

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

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

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

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

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

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

NO

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

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

28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? no  
If yes, please provide details on a separate sheet of paper.

29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? no  
If yes, please provide details on a separate sheet of paper.

30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? no  
If yes, please provide details on a separate sheet of paper.

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

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

Lorene Cisneros  
Print full name as signed below

Lorene Cisneros member Nov 4, 25  
Signature of applicant Title Date

Sworn and subscribed before me this 4th day of November, 20 25.  
Murcedes Perez  
Notary Public 12/10/28  
My commission expires



Calculation of Basic License Fee

For Calendar Year: 2026

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

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

**Azul on Gentilly LLC**  
**Lorena Cisneros**  
**608 Brannen St.**

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

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	12-19-2025 This location is zoned MX and meets all proximity requirements
<b>Fire Department</b>	Noe Small	Approved	1-28-2026
<b>Police Department</b>	Jared Akins	Approved	2/5/26
<b>Legal</b>	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** February 10, 2026

**RE:** B&T Food Fresh-Fair Rd.

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

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

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

**Budget Impact:** None

**Council Person and District:** John Riggs, District 4

**Attachments:** Application and Department Approvals

FEB 11 2020  
JAN 30 2026

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

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

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

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

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

1. Business Trade Name: B&T's Food Fresh  
D/B/A Name \_\_\_\_\_
2. Applicant's Name: Brunson & Triplett Enterprises LLC  
Name of partnership, llc, corporation, or individual \_\_\_\_\_
3. Business Physical Address: 620 Fair Rd. Statesboro, GA 30548  
\_\_\_\_\_

4. Business mailing address: P.O. Box 2069 Sylvania, GA 30467  
\_\_\_\_\_
5. Local business phone number: (912) 681-2779  
Corporate office phone number: 912-564-2170  
\_\_\_\_\_

6. Name of Manager: John Triplett  
Person responsible for alcohol licensing issues \_\_\_\_\_
7. Phone number for manager: 912-687-4969  
\_\_\_\_\_
8. Email address for manager: johntriplett@btfoodfresh.com  
\_\_\_\_\_
9. Address of manager: 107 East Lake Dr Sylvania, GA 30467  
\_\_\_\_\_
10. Purpose of application is:

New Business  New Owner

Previous owner's name: HAC

If the business name has changed, list previous name: Food World

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

11. Indicate where the business will be located:

Above ground  
 Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership  LLC

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

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

Full Legal Name: John Triplett Phone #: 912-687-4969

Home Address: 107 East Lake Dr Sylvania, GA 30467

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

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

Name & address of partnership, LLC, or LLP: Brunson & Triplett Enterprises LLC

107 East Lake Dr Sylvania, GA 30467

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

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

15. Members of LLC and/or partners:

Full Legal Name: John Triplett Phone #: 912-687-4969

Home Address: 107 East Lake Dr Sylvania, GA 30467

Full Legal Name: Clark Brunson Phone #: 912-978-0257

Home Address: 2851 Old Poor Robin Rd Sylvania, GA 30467

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

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

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

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

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

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

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

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

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

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

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

**17. Officers:**

Full Legal Name: John Triplett Phone #: 912-687-4969

Home address: 107 East Lake Dr Sylvania, GA 30467

Percentage of stock owned 50 Office held: CFO - Owner

Full Legal Name: Clark Brunson Phone #: 912-978-0257

Home address: 2851 Old Poor Robin Rd Sylvania, GA 30467

Percentage of stock owned 50 Office held: Owner

Full Legal Name: Mark Mulkey Phone #: 785-806-9432

Home address: 115 Beech Ln Anderson, SC 29621

Percentage of stock owned 0 Office held: COO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Frank Ullman

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

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

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

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

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

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes

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

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

No

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

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

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

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

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

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

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

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

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

31. Will live nude performances or adult entertainment be a part of this business operation? No

If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

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

Print full name as signed below

John Triplett  
Signature of applicant

CFU  
Title

1-15-26  
Date

Sworn and subscribed before me this 15 day of Jan, 20 26.

Clark Brunson  
Notary Public

2-4-28  
My commission expires



Calculation of Basic License Fee

For Calendar Year: \_\_\_\_\_

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

2,050

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

**B&T Food Fresh**  
**John Triplett/Clark Brunson**  
**620 Fair Rd.**

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

**Alcohol License Review**

Department	Full Name	Recommendation	Comments
Planning & Development	Monica Gann	Approved	02.10.2026
Fire Department	Justin Taylor	Pending	OTC not approved due to fire code violations. 2/11/2026
Police Department	Jared Akins	Approve	2/9/26
Legal	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** February 10, 2026

**RE:** B&T Food Fresh-Northside Dr. West

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

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

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

**Budget Impact:** None

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

**Attachments:** Application and Department Approvals

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

JAN 30 2026

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

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

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

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

1. Business Trade Name: B&T's Food Fresh  
D/B/A Name \_\_\_\_\_
2. Applicant's Name: Brunson & Triplett Enterprises LLC  
Name of partnership, llc, corporation, or individual \_\_\_\_\_
3. Business Physical Address: 2949 Northside Dr. West Statesboro, GA 30458  
\_\_\_\_\_

4. Business mailing address: P.O. Box 2069 Sylvania, GA 30467  
\_\_\_\_\_
5. Local business phone number: (912) 764-9452  
Corporate office phone number: 912-564-2170  
\_\_\_\_\_
6. Name of Manager: John Triplett  
Person responsible for alcohol licensing issues \_\_\_\_\_
7. Phone number for manager: 912-687-4969  
\_\_\_\_\_
8. Email address for manager: johntriplett@btfoodfresh.com  
\_\_\_\_\_
9. Address of manager: 107 East Lake Dr Sylvania, GA 30467  
\_\_\_\_\_
10. Purpose of application is:

New Business  New Owner

Previous owner's name: HAC

If the business name has changed, list previous name: Food World

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

11. Indicate where the business will be located:

Above ground  
 Street or ground floor level

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

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

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

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

Full Legal Name: John Triplett Phone #: 912-687-4969

Home Address: 107 East Lake Dr Sylvania, GA 30467

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

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

Name & address of partnership, LLC, or LLP: Brunson & Triplett Enterprises LLC

107 East Lake Dr Sylvania, GA 30467

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

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

15. Members of LLC and/or partners:

Full Legal Name: John Triplett Phone #: 912-687-4969

Home Address: 107 East Lake Dr Sylvania, GA 30467

Full Legal Name: Clark Brunson Phone #: 912-978-0257

Home Address: 2851 Old Poor Robin Rd Sylvania, GA 30467

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

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

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

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

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

Name of Corporation: Brunson & Triplett Enterprises

Home Office address: 107 E Lake Drive, Sylvania GA, 30467

Mailing address (if different): PO Box 2069 Sylvania GA 30467

Date & Place of incorporation: 2017, Sylvania GA

Do you have a shareholders agreement? NO

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

17. Officers:

Full Legal Name: John Triplett Phone #: 912-687-4969

Home address: 107 East Lake Dr Sylvania, GA 30467

Percentage of stock owned: 50 Office held: CFO - Owner

Full Legal Name: Clark Brunson Phone #: 912-978-0257

Home address: 2851 Old Poor Robin Rd Sylvania, GA 30467

Percentage of stock owned: 50 Office held: Owner

Full Legal Name: Mark Mulkey Phone #: 785-806-9432

Home address: 115 Beech Ln Anderson, SC 29621

Percentage of stock owned: 0 Office held: COO

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

18. Stockholders: (if different than officer names)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Frank Ullman 2949 Northside Dr Statesboro GA

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

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

Frank Ullman - New York - fullman@fcuholdings.com - We are taking an assignment of the current lease.

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

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

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

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes - We own a chain of grocery stores that sell alcohol across the state

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

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

No

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

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

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

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

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

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

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

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

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

31. Will live nude performances or adult entertainment be a part of this business operation? No

If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

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

  
John Triplett

Print full name as signed below



Signature of applicant

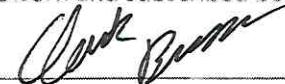
CRU

Title

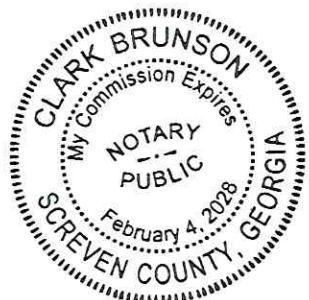
1-15-26

Date

Sworn and subscribed before me this 15 day of Jan, 20 26.

  
Clark Brunson

My commission expires



Calculation of Basic License Fee

For Calendar Year: \_\_\_\_\_

Classification:	Mark all that apply	License Fee
1. A. Package Sales (Beer & Wine)	✓	\$1750
B. Package Sales (Distilled Spirits)	_____	\$5000
Location Reservation	_____	N/A
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	_____	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	_____	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	✓	\$300
9. In Room Service Permit	_____	\$150
		2,050
	Total Due: \$	_____

**B&T Food Fresh**  
**John Triplett/Clark Brunson**  
**2949 Northside Dr. West**

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

**Alcohol License Review**

Department	Full Name	Recommendation	Comments
Planning & Development	Monica Gann	Approved	02.10.2026
Fire Department			
Police Department	Jared Akins	Approved	2/10/26
Legal	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** February 11, 2026

**RE:** February 17, 2026 City Council items

**Policy Issue:** Consideration of a Resolution to convey a roughly three-foot-wide segment of City right of way along West Vine Street to Walnut & Vine, LLC and Boro Beverages, LLC

**Recommendation:**

Approval

**Background:**

Current owners are developing a restaurant at the subject address and need to extend private restaurant facility infrastructure into the right of way. Prior encroachment has been present at this spot for a long time.

**Budget Impact:** \$2,700 in proceeds

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

**Attachments:** Resolution, warranty deed, and utility easement

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA**

**RESOLUTION 2026 - 07**

**A RESOLUTION TO CONVEY A ROUGHLY THREE-FOOT-WIDE SEGMENT OF CITY RIGHT OF WAY ALONG WEST VINE STREET TO WALNUT AND VINE LLC/ BORO BEVERAGES, LLC**

WHEREAS, Walnut and Vine, LLC and Boro Beverages, LLC (“Buyer”) is owner of record of Parcel S18 000068 000, which includes frontage along West Vine Street;

WHEREAS, City of Statesboro is owner of right of way along West Vine Street, which is a City street;

WHEREAS, an encroachment into City right of way has long existed and Buyer desires to further extend private restaurant facility infrastructure into this right of way;

WHEREAS, pursuant to OCGA §36-37-6(g) City has authority to sell or convey narrow strips of land to abutting property owners without need for auction or solicitation of sealed bids;

WHEREAS Buyer is sole owner of land abutting this narrow strip of City right of way and desires to purchase strip of right of way for fair market value;

WHEREAS, strip of right of way was appraised for \$2,700 by Hulsey- Johnson Appraisal Services; and

WHEREAS City desires to sell right of way to Buyer to reduce civil liability and facilitate the enjoyment of the highest and best use of this property

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

The Mayor is authorized to execute conveyance deed for sale of referenced strip of right of way to Buyer for \$2700.00.

RESOLUTION APPROVED AND ADOPTED this 17<sup>th</sup> day of February, 2026.

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, City Clerk

**RETURN TO:**

I. Cain Smith, City Attorney  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30459

**WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF BULLOCH

THIS INDENTURE made this \_\_\_ day of February 2026 between THE MAYOR AND CITY COUNCIL OF STATESBORO hereinafter called Grantor, and WALNUT & VINE, LLC and BORO BEVERAGES, LLC hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

**WITNESSETH:**

That the said Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which is hereby acknowledged, has granted, sold, bargained and conveyed, and does by these present grant, bargain, sell, convey, transfer, and assign unto said Grantee and the legal representatives, successors and assigns of Grantee, to-wit:

*All that tract or parcel of land lying or being in the City of Statesboro, G.M.D. 1209 in Bulloch County, Georgia, and being more particularly described as follows:*

*Beginning at an 8" spike set in concrete and furthermore located at the intersection of the right-of-way of South Walnut Street and the right-of-way of West Vine Street herein described and referred to as the "POINT OF BEGINNING" (P.O.B);  
thence N 86°05'52" W a distance of 107.36' to a "hole set in concrete";  
thence N 05°03'05" E a distance of 3.13' to an 8" spike set in concrete;  
thence S 86°05'54" E a distance of 107.31' to an 8" spike set in concrete;  
thence S 04°03'48" W a distance of 3.13' to an 8" spike set in concrete being the aforementioned "POINT OF BEGINNING" (P.O.B);  
Together with and subject to covenants, easements, and restrictions of record.  
Said property contains 0.008 acres or 336 square feet more or less.*

TO HAVE AND TO HOLD, the said tract or parcel of land above described and hereby

conveyed, together with all and singular the rights, members and appurtenances thereto belonging or in any manner appertaining to the said Grantee, forever in fee simple; subject only to all zoning ordinances, easements, and restrictions of record affecting these bargained premises.

AND the said Grantor, its heirs, successors and assigns, will warrant and forever defend upon said Grantee, its successors, and its assigns, the right and title to the property hereby conveyed against the lawful claims of all persons and entities whatsoever claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and affixed its seal on this day and year herein written.

GRANTOR:

---

JONATHAN MCCOLLAR  
Mayor, City of Statesboro  
ATTEST:

---

Leah Harden, City Clerk

Signed, sealed and delivered  
in the presence of:

---

Witness:

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Notary Public

**RETURN TO:**

Cain Smith, City Attorney  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30459

**EASEMENT**

For and in consideration of the sum of one dollar (\$1.00) in hand paid, and other good and valuable consideration, the undersigned grantor WALNUT & VINE, LLC and BORO BEVERAGES, LLC hereby grants unto THE MAYOR AND CITY COUNCIL OF STATESBORO, hereinafter referred to as grantee, a perpetual easement for the purpose and uses hereinafter set forth, over, through, and across the following lands, to-wit:

*All that tract or parcel of land lying or being in the City of Statesboro, G.M.D. 1209 in Bulloch County, Georgia, and being more particularly described as follows:*

*Beginning at an 8" spike set in concrete and furthermore located at the intersection of the right-of-way of South Walnut Street and the right-of-way of West Vine Street herein described and referred to as the "POINT OF BEGINNING" (P.O.B); thence N 86°05'52" W a distance of 107.36' to a "hole set in concrete"; thence N 05°03'05" E a distance of 3.13' to an 8" spike set in concrete; thence S 86°05'54" E a distance of 107.31' to an 8" spike set in concrete; thence S 04°03'48" W a distance of 3.13' to an 8" spike set in concrete being the aforementioned "POINT OF BEGINNING" (P.O.B); Together with and subject to covenants, easements, and restrictions of record.*  
*Said property contains 0.008 acres or 336 square feet more or less.*

*.*  
Said recorded plat is made a part of this description by reference.

Said easement is granted to Grantee for the purpose of construction, installation and subsequent maintenance of a water and sanitary sewer lines. The easement herein granted shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of the grantee.

WITNESS, the hand(s) and seal(s) of the undersigned, this \_\_\_\_\_ day of June, 2022

GRANTOR:

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SMITH MATTHEWS  
Managing Member, WALNUT & VINE, LLC  
Managing Member, BORO BEVERAGES, LLC

Signed, sealed and delivered  
in presence of:

---

(Unofficial Witness)

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(Notary Public)

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** February 10, 2026

**RE:** February 17, 2026 City Council items

**Policy Issue:** Consideration of Memorandum of Understanding between the City and RISEUP Addiction Recovery Support Center regarding the placement of a harm reduction box on City Property at BIG campus.

**Recommendation:**

Approval

**Background:**

One Boro and Healthy Boro Subcommission support this initiative. Box would be placed on City property at 58 E. Main Street adjacent to the BIG campus. Box would contain opioid harm reduction products such as Fentanyl test strips and Naloxone.

**Budget Impact:** None

**Council Person and District:** Tangie Johnson, District 1

**Attachment:** Memorandum of Understanding

**USE OF FACILITIES  
MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**CITY OF STATESBORO**

**and**

**RISEUP ADDICTION RECOVERY SUPPORT CENTER**

This is an agreement between the City of Statesboro hereinafter called City and RISEUP Addiction Recovery Support Center hereinafter called Center

**I. PURPOSE & SCOPE**

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use and installation of a harm reduction box at 58 East Main Street in Statesboro.

Both Parties shall ensure that program activities are conducted in compliance with all applicable state and federal laws, rules, and regulations.

**II. BACKGROUND**

Center has requested installing a harm reduction box on City property located at 58 E Main Street to provide harm reduction products such as Fentanyl test strips and intranasal Naloxone delivery devices that from time to time may be modified. City's One Boro Commission and its Healthy Boro Subcommission request same.

Center has set up these boxes in other south Georgia jurisdictions.

**III. CITY RESPONSIBILITIES UNDER THIS MOU**

City shall:

- a. Allow placement of the harm reduction box on its property at 58 East Main

**IV. GSU RESPONSIBILITIES UNDER THIS MOU**

Center shall

- a. Maintain and stock the harm reduction box. Center hereby agrees not to stock any products that include hypodermic needles.

1. All notices regarding this agreement should be mailed or delivered to the following:

FOR THE CITY:  
Charles Penny  
City Manager  
50 East Main Street  
Statesboro, GA 30458

FOR THE CENTER:  
Ashley Black  
RISEUP ARSC  
621 Academy Ave  
Dublin, GA 31021

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND  
BETWEEN THE PARTIES THAT:**

This MOU shall only be amended by mutual consent. Either party shall have right to cancel upon 30 days' written notice to other Party.

**VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Parties' authorized officials.

So Agreed this 17<sup>th</sup> day of February, 2026

City of Statesboro

RISEUP ARSC

---

Jonathan McCollar, Mayor

---

Ashley Black, Executive Director

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Brad Deal, Director of Public Works and Engineering

**Date:** February 6, 2026

**RE:** Roadway Improvements and Maintenance on Burkhalter Road and Cawana Road

**Policy Issue:** Intergovernmental Agreement between Bulloch County and City of Statesboro

**Recommendation:** Staff recommends approval of the proposed IGA for roadway improvements and maintenance on Burkhalter Road and Cawana Road.

## Background:

City staff began meeting with County staff in August of 2025 to develop an IGA concerning the need for roadway improvements along Burkhalter Road, from Herman Rushing Road to Langston Chapel Road, as well as the proposed projects on Cawana Road at Brannen Street and Cawana Road at S&S Railroad Bed Road. The intersections of SR 67 at Burkhalter Road and Burkhalter Road at Cawana Road are included in the area covered by this IGA. This area includes a mixture of both city and county right of way due to recent annexations. The IGA provides a framework for the City and County to share responsibilities and funding for the proposed improvements, as well as provisions for maintenance responsibilities of the roadways in the area covered by the IGA.

The intersection of SR 67 at Burkhalter Road currently has a poor level of service at many times of the day, particularly on Burkhalter Road, where the traffic queue often extends for a long distance from the traffic signal. Residential construction that is currently in progress on Burkhalter Road will further increase traffic in this area. Also nearby are Sallie Zetterower Elementary School and Langston Chapel Elementary and Middle School, apartment complexes, townhomes, convenience stores, churches, residential subdivisions, restaurants, and medical offices. Burkhalter and Langston Chapel Road connect US Hwy 80, SR 67, and US 301.

Under the provisions of the recommended IGA, staff proposes to procure an engineering design consultant to perform traffic analysis and design roadway improvements that may include a new turn lane on Burkhalter Road at Herman Rushing Road, a roundabout at the Burkhalter Road/Cawana Road intersection, and new turn lanes at the SR 67/Burkhalter intersection. Also included in the IGA are guidelines for cooperation between the County and City for the acquisition of right of way for new roundabouts at the Cawana Road/Brannen Street and Cawana Road/S&S Railroad Bed Road intersections, which are being designed currently. The City will serve as lead agency for management of the project(s).

**Budget Impact:**

Funding responsibilities are detailed in Article V of the IGA. The County and City will each be responsible for 50% of project costs on Burkhalter Road. The City will be responsible for 100% of project costs at the Cawana/Brannen and Cawana/S&S Railroad Bed Road intersections, including right of way acquisition costs. The County will be responsible for 100% of right of way acquisition costs on Burkhalter Road west of SR 67.

The total estimated cost for engineering design is \$1,000,000, which will be shared by the City and County as outlined above and in the IGA. The estimated costs of right of way acquisition, utility relocation, and construction will be determined during the design process. After completion of the project design, an amendment to the IGA will detail these costs.

ENG-123i Cawana Road at Burkhalter Road Intersection Improvements has \$250,000 budgeted for FY 2026 and \$2,500,000 proposed for FY 2028 using 2023 TSPLOST funds.

ENG-124h Burkhalter Road Improvements from Herman Rushing Road to SR 67 has \$300,000 budgeted for FY 2026, and \$2,500,000 proposed for FY 2027 using 2023 TSPLOST funds.

ENG-123f Cawana Road at Brannen Street and Cawana Road at S&S Railroad Bed Road, has \$3,300,000 budgeted for FY 2026 using 2018 TSPLOST funds.

**Council Person and District:** Shari Barr, District 5

**Attachments:** Proposed IGA

**Copy:** Cain Smith, City Attorney

# **INTERGOVERNMENTAL AGREEMENT FOR ROAD IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT FOR ROAD IMPROVEMENTS (hereinafter referred to as the "Agreement") is made and entered into as of this 17<sup>th</sup> day of February, 2026, by and between BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA (hereinafter referred to as the "County"), and the MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA, a municipal corporation chartered and existing under the laws of the State of Georgia (hereinafter referred to as the "City"). The County and the City are sometimes referred to individually as a "Party" and collectively as the "Parties."

## **WITNESSETH:**

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty (50) years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, O.C.G.A. § 32-4-62 and O.C.G.A. § 32-4-112 authorize counties and municipalities to enter into contracts with each other for the construction and maintenance of public roads; and

WHEREAS, the County and the City desire to cooperate in the improvement of certain

roads located within both the County and the City; and

WHEREAS, the County and the City desire to establish their respective rights, obligations, and liabilities with respect to the road improvement project described herein; and

WHEREAS, the County and the City find that the undertakings described herein serve a public purpose and will promote the health, safety, prosperity, security, and general welfare of the citizens of both the County and the City;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

## ARTICLE I. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- 1.1. **"Effective Date"** means the date set forth above.
- 1.2. **"Final Completion"** means the period following Substantial Completion that includes final acceptance, project closeout, and final payment.
- 1.3. **"Project"** means the road improvements to be constructed pursuant to this Agreement, as more particularly described in Exhibit A attached hereto and incorporated herein by reference.
- 1.4. **"Project Budget"** means the approved budget for the Project, as described in Exhibit B attached hereto and incorporated herein by reference.
- 1.5. **"Project Management Team" or "PMT"** means a team composed of City and County staff who are assigned to the PMT by the City Manager and County Manager respectively. The PMT shall consist of at least three City staff and three County staff from the engineering, finance, and planning and zoning departments.

1.6. "**Project Schedule**" means the timeline for completion of the Project, as described in Exhibit C attached hereto and incorporated herein by reference.

1.7. "**Substantial Completion**" means the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the Project specifications so that the improved roads can be opened to traffic and utilized for their intended use.

## **ARTICLE II. PURPOSE AND SCOPE**

2.1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Parties will cooperate in the planning, funding, construction, and maintenance of the Project.

2.2. **Scope of Work.** The scope of work for the Project shall include, but not necessarily be limited to, the following:

- a. Design and engineering services;
- b. Acquisition of necessary rights-of-way and easements;
- c. Utility relocation and coordination;
- d. Construction of road improvements, including but not necessarily limited to paving, curbing, drainage, signage, and traffic signals;
- e. Landscaping and aesthetic improvements;
- f. Project management, administration, construction engineering inspection, and material testing; and

g. Any other work necessary to complete the Project as described in Exhibit A.

## **ARTICLE III. TERM**

**3.1. Term.** This Agreement shall commence on the Effective Date and shall continue until the later of: (a) Final Completion of the Project; or (b) the expiration of any warranty period provided by contractors or suppliers for the Project, unless earlier terminated as provided herein.

**3.2. Extension.** The term of this Agreement may be extended by mutual written agreement of the Parties.

## **ARTICLE IV. ROLES AND RESPONSIBILITIES**

**4.1. County Responsibilities.** The County shall be responsible for:

- a. Providing funding for the Project in accordance with Article V of this Agreement;
- b. Participating in the planning and design of the Project, including but not limited to providing input on the procurement of design and construction services;
- c. Providing technical assistance and support throughout the Project;
- d. Reviewing Project plan documents;
- e. Participating in Project progress meetings;
- f. Acquiring necessary rights-of-way and easements on that portion of Burkhalter Road from its intersection with Highway 67 to the roundabout at Langston Chapel Road (Note: this roadway segment appears to be officially named Burkhalter Road, but it has also been known as Harville Road and the current road sign identifies it as Harville Road;

therefore, for purposes of clarity and ease of reference, this segment of Burkhalter Road will be referred to as Harville Road hereinafter in this Agreement);

g. Performing such other duties as may be necessary to facilitate the completion of the Project.

**4.2. City Responsibilities.** The City shall be responsible for:

- a. Providing funding for the Project in accordance with Article V of this Agreement;
- b. Serving as the lead agency for the Project, including procurement of design and construction services with the participation of the Project Management Team (“PMT”);
- c. Preparing and submitting all necessary applications, permits, and approvals for the Project;
- d. Acquiring necessary rights-of-way and easements on Cawana Road and Burkhalter Road;
- e. Coordinating with utility companies regarding any necessary utility relocations;
- f. Managing the day-to-day activities of the Project, including supervision of contractors and consultants;
- g. Providing regular progress reports to the County; and
- h. Performing such other duties as may be necessary to facilitate the completion of the Project.

**4.3. Joint Responsibilities.** The Parties shall jointly:

- a. Establish the Project Management Team;
- b. Develop and approve the Project Budget and Project Schedule;

- c. Review and approve any significant changes to the Project scope, budget, or schedule;
- d. Coordinate public information and community outreach efforts related to the Project;
- e. Resolve any disputes or issues that may arise during the planning, design, or construction of the Project; and
- f. Cooperate in good faith to ensure the successful completion of the Project.

## **ARTICLE V. FUNDING AND PAYMENT**

**5.1. Project Budget.** The total estimated cost of the design and engineering portion of the Project is set forth in the Project Budget attached hereto as Exhibit B. The Parties acknowledge that the Project Budget is an estimate and that actual costs may vary. The Parties further acknowledge that the estimated costs of the Project other than design and engineering have yet to be determined, and that an amendment to this Agreement (including an Amendment to Exhibit B) will be required to state the estimated costs and not-to-exceed amounts for the remainder of the Project after the completion of construction plans and specifications. In the event that the Parties are unable to agree to an amendment to this Agreement to state the estimated costs and not-to-exceed amounts within sixty (60) days after completion of the final construction plans and specifications, this Agreement be terminated by either Party upon providing written notice of termination to the other Party.

**5.2. Funding Responsibilities.** The Parties agree to be responsible for funding of the Project as follows:

- a. The City shall be responsible for 100% of the costs of right-of-way and easement acquisition on Cawana Road. The County shall be responsible for 100% of the costs of right-of-way and easement acquisition on Harville Road. The County shall reimburse the City for 50% of the costs of right-of-way and easement acquisition on Burkhalter

Road; provided, however, that the City shall not offer an amount greater than 10% of the appraised value for a right-of-way or easement acquisition on Burkhalter Road without the prior written consent of the County. For purposes of this provision, the roundabout at the intersection of Cawana Road and Burkhalter Road is considered to be an improvement on Burkhalter Road.

- b. The City shall be responsible for 100% of the Project costs on Cawana Road. The City and the County shall each be responsible for 50% of the Project costs on Burkhalter Road and Harville Road. For purposes of this provision, Project costs include all costs except right-of-way and easement acquisition, which is addressed in Section 5.2a. Also for purposes of this provision, the roundabout at the intersection of Cawana Road and Burkhalter Road is considered to be an improvement on Burkhalter Road.

**5.3. Invoicing and Payment Procedures.** The City shall submit monthly invoices to the County for its proportionate share of the Project costs incurred during the preceding month. Each invoice shall include detailed documentation of the costs incurred, including copies of engineer, contractor, and vendor invoices. The County shall pay each invoice within thirty (30) days after receipt.

**5.4. Cost Overruns.** If the actual cost of the Project exceeds the estimated cost set forth in the Project Budget, the governing bodies of the Parties shall approve an amendment to this Agreement to incorporate the revised actual cost of the Project into the Project Budget. Thereafter, the Parties shall be responsible for their respective proportionate shares of the cost overrun.

**5.6. Grant Funding.** Any grant funds received for the Project shall be applied to reduce the Parties' respective funding contributions on a proportionate basis.

## **ARTICLE VI. DESIGN AND CONSTRUCTION**

**6.1. Design Services.** The City shall procure design services for the Project in accordance with applicable law and the City's procurement policies. The design documents shall be subject to review by both Parties.

**6.2. Construction Services.** The City shall procure construction services for the Project in accordance with applicable law and the City's procurement policies. The construction contract(s) shall be subject to review by both Parties.

**6.3. Project Management.** The City shall be responsible for managing the design and construction of the Project, including supervision of contractors and consultants, coordination of construction activities, and monitoring of the Project Schedule and Project Budget.

**6.4. Change Orders.** Any proposed change order that would result in a material change to the Project scope, an increase in the Project Budget, or a delay in the Project Schedule shall require the prior written approval of both Parties.

**6.5. Inspections.** Both Parties shall have the right to inspect the Project during construction to ensure compliance with approved plans and specifications. The City shall provide the County with reasonable notice of any significant inspections or tests.

**6.6. Substantial Completion.** Upon Substantial Completion of the Project, the City shall notify the County and schedule a final inspection. Representatives of both Parties shall participate in the final inspection and develop a punch list of any remaining items to be completed or corrected.

**6.7. Final Acceptance.** Final acceptance of the Project shall occur when all punch list items have been completed or corrected to the satisfaction of both Parties. The City shall provide the County with copies of all as-built drawings, warranties, and other Project documentation upon final acceptance.

## **ARTICLE VII. MAINTENANCE OF ROADS**

**7.1. Maintenance Responsibilities.** After Final Completion of the Project, the City shall be responsible for the maintenance of Cawana Road in its entirety from its intersection with Highway 80 to its intersection with Burkhalter Road, and the City shall also be responsible for the maintenance of Burkhalter Road from its intersection with Herman Rushing Road to its intersection with Highway 67. The Parties agree that the assumption of these maintenance obligations by the City are reasonable due to the fact that the City has annexed some property on both sides of these sections of roads, and has also annexed some property on one side of these sections of roads, resulting in a patchwork and confusing maintenance obligation pursuant to O.C.G.A. § 36-36-7(c), which requires a municipality annexing property on both sides of a county road to assume the ownership, control, care, and maintenance of such right of way unless otherwise agreed. Given that the City is already responsible for maintenance under this statute of a substantial portion of these sections of roads, and given that the City may annex property on both sides of these sections of roads in the future, the Parties agree that it is reasonable and in the public interest for the City to assume the obligation to maintain the entirety of these sections of roads. After Final Completion of the Project, the County shall execute a quitclaim deed to the City for the rights-of-way on Cawana Road from its intersection with Highway 80 to its intersection with Burkhalter Road, and on Burkhalter Road from its intersection with Herman Rushing Road to its intersection with Highway 67.

## **ARTICLE VIII. REPRESENTATIONS AND WARRANTIES**

**8.1. County Representations and Warranties.** The County represents and warrants to the City as follows:

- a. The County is a political subdivision of the State of Georgia, duly organized and validly existing under the laws of the State of Georgia.
- b. The County has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- c. This Agreement has been duly authorized, executed, and delivered by the County and constitutes a legal, valid, and binding obligation of the County, enforceable in accordance with its terms.
- d. The execution, delivery, and performance of this Agreement by the County does not violate any provision of law, rule, regulation, or any order, judgment, or decree applicable to the County.

**8.2. City Representations and Warranties.** The City represents and warrants to the County as follows:

- a. The City is a municipal corporation of the State of Georgia, duly organized and validly existing under the laws of the State of Georgia.
- b. The City has full power and authority to enter into this Agreement and to perform its obligations hereunder.
- c. This Agreement has been duly authorized, executed, and delivered by the City and constitutes a legal, valid, and binding obligation of the City, enforceable in accordance with its terms.
- d. The execution, delivery, and performance of this Agreement by the City does not violate any provision of law, rule, regulation, or any order, judgment, or decree applicable to the City.

## **ARTICLE IX. INDEMNIFICATION AND LIABILITY**

**9.1. County Indemnification.** To the extent permitted by law, the County shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the County's performance or non-performance of its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the City, its officers, employees, or agents.

**9.2. City Indemnification.** To the extent permitted by law, the City shall indemnify, defend, and hold harmless the County, its officers, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the City's performance or non-performance of its obligations under this Agreement, except to the extent caused by the negligence or willful misconduct of the County, its officers, employees, or agents.

**9.3. Limitation of Liability.** Neither Party shall be liable to the other Party for any indirect, special, punitive, or consequential damages arising out of or related to this Agreement.

**9.4. Insurance.** Each Party shall maintain, throughout the term of this Agreement, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with coverage limits and terms customary for similar projects. Each Party shall provide the other Party with certificates of insurance evidencing such coverage upon request.

**9.5. Sovereign Immunity.** Nothing in this Agreement shall be construed as a waiver of either Party's sovereign immunity or any other defenses available to either Party under Georgia law.

## **ARTICLE X. DEFAULT AND REMEDIES**

**10.1. Events of Default.** The occurrence of any of the following shall constitute an event of default under this Agreement:

- a. Failure by either Party to make any payment required under this Agreement when due, and such failure continues for thirty (30) days after written notice from the non-defaulting Party.
- b. Failure by either Party to perform any other material obligation under this Agreement, and such failure continues for sixty (60) days after written notice from the non-defaulting Party; provided, however, that if such failure cannot reasonably be cured within such sixty (60) day period, no event of default shall occur if the defaulting Party commences to cure such failure within such sixty (60) day period and diligently pursues such cure to completion.
- c. Any representation or warranty made by either Party in this Agreement proves to have been false or misleading in any material respect when made.

**10.2. Remedies.** Upon the occurrence of an event of default, the non-defaulting Party may exercise any one or more of the following remedies:

- a. Terminate this Agreement by providing written notice to the defaulting Party.
- b. Suspend performance of its obligations under this Agreement until the default is cured.
- c. Seek specific performance of the defaulting Party's obligations under this Agreement.
- d. Pursue any other remedy available at law or in equity.

**10.3. Cumulative Remedies.** The remedies provided in this Agreement are cumulative and not exclusive of any other remedies provided by law.

## ARTICLE XI. DISPUTE RESOLUTION

**11.1. Negotiation.** In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, the Parties shall first attempt to resolve the matter through good faith negotiation. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice shall respond in writing within fifteen (15) days with a statement of its position on the dispute and any recommended solution.

**11.2. Mediation.** If the dispute cannot be resolved through negotiation within thirty (30) days after the date of the initial notice, the Parties shall submit the dispute to mediation. The mediation shall be conducted by a mediator mutually agreed upon by the Parties. The cost of the mediation shall be shared equally by the Parties.

**11.3. Litigation.** If the dispute cannot be resolved through mediation within sixty (60) days after the dispute is submitted to mediation, either Party may pursue any available legal or equitable remedy in a court of competent jurisdiction.

**11.4. Continued Performance.** During the pendency of any dispute resolution process, the Parties shall continue to perform their respective obligations under this Agreement to the extent practicable, unless otherwise agreed in writing.

## ARTICLE XII. FORCE MAJEURE

**12.1. Force Majeure Events.** Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, civil unrest, government actions, labor disputes, or other similar events (each, a "Force Majeure Event").

12.2. **Notice.** The Party affected by a Force Majeure Event shall provide written notice to the other Party as soon as practicable, describing the nature and expected duration of the Force Majeure Event and the steps being taken to mitigate its effects.

12.3. **Suspension of Performance.** The affected Party's performance of its obligations under this Agreement shall be suspended during the period of the Force Majeure Event. The affected Party shall resume performance as soon as reasonably practicable after the Force Majeure Event has ended.

12.4. **Termination.** If a Force Majeure Event continues for more than one hundred eighty (180) days, either Party may terminate this Agreement by providing written notice to the other Party.

## ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.1. **Notices.** All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally, (b) sent by confirmed email or facsimile, (c) sent by commercial overnight courier with written verification of receipt, or (d) mailed by registered or certified mail, postage prepaid and return receipt requested, to the Parties at their respective addresses set forth below:

If to the County:  
Bulloch County  
115 North Main Street  
Statesboro, GA 30458  
Attention: County Manager  
Email: [celdridge@bullochcounty.net](mailto:celdridge@bullochcounty.net)

If to the City:  
City of Statesboro  
50 East Main Street  
Statesboro, GA 30458  
Attention: City Manager  
Email: [charles.penny@statesboroga.gov](mailto:charles.penny@statesboroga.gov)

**13.2. Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.

**13.3. Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

**13.4. Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach.

**13.5. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**13.6. Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

**13.7. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**13.8. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13.9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule.

13.10. **Venue.** Any legal action or proceeding arising out of or relating to this Agreement shall be brought in the Superior Court of Bulloch County, Georgia, and each Party hereby irrevocably submits to the exclusive jurisdiction of such court in any such action or proceeding.

13.11. **Compliance with Laws.** Each Party shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of its obligations under this Agreement.

13.12. **Authority to Execute.** Each Party represents and warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

13.13. **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the Parties. Neither Party shall have the authority to act on behalf of the other Party or to bind the other Party in any manner.

13.14. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance.

13.15. **Further Assurances.** Each Party shall, upon the reasonable request of the other Party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.16. **Survival.** Any provision of this Agreement that, by its nature, would survive termination or expiration of this Agreement shall survive such termination or expiration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA

By: \_\_\_\_\_  
David Bennett, Chairman

Attest: \_\_\_\_\_  
Venus Mincey-White, Clerk

(SEAL)

MAYOR AND CITY COUNCIL OF  
STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, Clerk

(SEAL)

# **EXHIBIT A**

## **PROJECT DESCRIPTION**

The Project includes, but may not necessarily be limited to, the following improvements to Burkhalter Road, Harville Road, and Cawana Road:

1. A new turn lane on Burkhalter Road at Herman Rushing Road.
2. A new roundabout at the intersection of Cawana Road and Burkhalter Road.
3. A new roundabout at the intersection of Cawana Road and S & S Railroad Bed Road.
4. A new roundabout at the intersection of Cawana Road and Brannen Street.
5. Improvements along Burkhalter Road and Harville Road, including at their intersection with Highway 67.

## **EXHIBIT B**

### **PROJECT BUDGET**

Budget for Design and Engineering - \$1,000,000.00

Budget for right-of-way acquisition – To Be Determined

Budget for Other Project Costs – To Be Determined

## **EXHIBIT C**

### **PROJECT SCHEDULE**

To Be Determined

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Brad Deal, Director of Public Works and Engineering

**Date:** February 9, 2026

**RE:** Proposed Contract Amendment with Goodwyn Mills Cawood, LLC. (GMC) on STM-36  
Lake Sal Watershed Detention Project

**Policy Issue:** Contract Amendment

**Recommendation:** Engineering staff recommends approval of the proposed Contract Amendment in the amount of \$5,000.

## Background:

Task Order 8, Engineering Design and Permitting of Basin No. 2 (Lake Sal), was approved by City Council on February 20, 2024 with GMC. The task order includes final design and permitting, implementation, and construction administration of a Continuous Monitoring and Adaptive Control (CMAC) system on the Lake Sale Outlet Control structure. The project is currently in the latter stages of the construction phase.

This proposed contract amendment is for additional geotechnical testing and inspections for the installation of the new outlet control structure in Lake Sal. The original plans called for the existing outlet control structure to be used with the new CMAC system. However, the existing outlet control structure fell apart during the project due to its age and structural limitations, and had to be replaced by a new reinforced concrete structure. The additional geotechnical testing was necessary to ensure the proper installation of the new structure, which is now complete.

**Budget Impact:** The original Task Order 8 amount with GMC is \$198,655. The proposed Contract Amendment is \$5,000, making the new total for Task Order 8 \$203,655. STM-36 has sufficient remaining funds to account for this amendment.

**Council Person and District:** Tangie Johnson, District 1

**Attachments:** Proposal from GMC

**Copy:** Cindy West, Director of Finance

## **TASK ORDER NO. 08**

*AMENDMENT #2*

### **To the PROFESSIONAL SERVICES AGREEMENT**

#### **Phase I, Drainage Improvements in Basin No. 2 (“Lake Sal”): Engineering Design and Permitting**

Continuation of work completed under Task Order No. 06 “Stakeholder Engagement and Drainage Improvements in Basin No. 2 (“Lake Sal”)”

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

#### **A. PURPOSE/BACKGROUND**

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with drainage improvements in Drainage Basin No. 2 (“Lake Sal Area”). This drainage basin was the focus of Task Order No. 06, in which a previously developed hydrologic and hydraulic (H&H) watershed model was updated and refined to explore a design solution that incorporated Continuous Monitoring and Adaptive Control (CMAC) on the outlet structure in Lake Sal to discharge flow and increase storage capacity automatically based on rainfall forecasts. This approach was explored because it can deliver the highest level-of-service for flood mitigation, have the quickest installation timeline, and provide tremendous cost savings compared with the alternative of acquiring land to build a new regional stormwater detention system.

The previous task order modeled this approach and pursued an updated conceptual design in order to attain support and participation from the Lake Sal Homeowner’s Association (HOA), as they would need to grant the City a permanent easement and allow the outlet structure of their lake to be modified. Based on the outcomes from the recent work and stakeholder engagement with the HOA, the project is ready to move to the Final Engineering Design and Permitting phase. The scope of services and schedule for this phase is outlined in Section B.

The design and overall implementation of drainage improvements in the Lake Sal drainage basin will be configured in three phases to expedite implementation of the Continuous Monitoring and Adaptive Control (CMAC) system on the Lake Sal Outlet Control Structure:

- I: Final Design and Permitting (*Task Order No. 8*)
- II: Implementation of Continuous Monitoring and Adaptive Control (CMAC) System
- III: Construction Administration for Drainage System Conveyance Improvements

This approach will allow implementation to not be delayed by permitting/dredging/final design on other drainage improvements nor the procurement process of other drainage improvements components. Also, the CMAC system needs to be installed first, before the other pipes are upsized. By separating Phase I & II, this will allow the solution design to be fully developed before the installation is priced. At this stage, since all of the details of the connection to the outlet control structure have not been determined, the installation cost would be on the conservative side.

## B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated February 13, 2024, is specifically described herein.

*Amendment #1 added Task #5, and it was approved by the City on January 6, 2026.*

*Edits per Amendment #2, dated January 28, 2026, are presented herein, in gray/italicized text.*  
*Amendment #2 is related to an increase in the billing limit for Task #5.*

### **Task 1. Environmental Services**

#### ***1A: Waters of the U.S. Delineation & USACE Jurisdictional Determination Update***

A delineation of jurisdictional waters of the U.S. including wetlands and streams on the property will be required and will be conducted by an environmental scientist qualified to perform delineations of jurisdictional waters. The jurisdictional boundaries will be flagged according to the three required wetland criteria (vegetation, hydrology, and soils). The scope of work will include all fieldwork necessary to delineate any jurisdictional areas, as well as surveying and mapping. The waters of the U.S. including wetland areas will be surveyed with a mapping grade (sub meter) GPS system. Please note this method of surveying is not considered survey grade. This method of surveying is approved by the USACE and does not require a certified stamp from a Licensed Professional Land Surveyor (PLS). Following delineations, GMC will prepare the USACE wetland data sheets, JD forms, associated mapping, and coordinate a site visit with the USACE.

#### ***1B: USACE Permitting***

It is currently anticipated that the proposed drainage improvements will meet the requirements for coverage under a Nationwide Permit (NWP). Please note that if impacts exceed 0.5-acres of wetlands and/or stream, an individual permit may be required. If this is the case GMC will submit a separate proposal. Below is a summary of the scope of work that will take place to obtain verification that the activities are covered by a NWP:

- Preparation of the Preconstruction Notification (PCN) for coverage under a NWP
- Completion of the Savannah District Standard Operating Procedure (SOP) impact sheet to determine the required stream and wetland compensatory mitigation for project impacts, if necessary.
- Preliminary review of resources under the jurisdiction of the U.S. Fish and Wildlife Service (USFWS) and State Historic Preservation Office (SHPO)
- Present mitigation options to meet the requirements of compensatory mitigation for the project.

If additional surveys are requested by regulatory agencies (U.S. Fish and Wildlife Service / State Historical Preservation Office) additional fees may be included. This application may include a preliminary analysis of required compensatory mitigation, but this scope of work does not include the acquisition of compensatory mitigation credits for related impacts.

#### ***1C: EPD Buffer Variance***

It is currently anticipated that the proposed drainage improvements will require a buffer variance from Georgia Environmental Protection Division (EPD). GMC will prepare this permit and coordinate submission to Georgia EPD.

### **Task 2: Survey Services**

The project team will conduct a topographic survey at each of the areas with proposed drainage improvements: (1) new culverts at channels into Lake Sal, (2) culverts and ditches along Zetterower Road from Aldred Avenue to the lake, (3) Lake Sal outlet control structure and new

spillway. Survey to include underground utilities and property corners. Additionally, the survey will include additional storm structures and downstream channel cross sections necessary to complete downstream analysis for the area downstream of Lake Sal.

### **Task 3: Downstream Analysis**

The project team will perform an analysis of previously modeled flows that result from the drainage improvements in the Lake Sal area to help ensure that anticipated flow increases do not negatively impact properties downstream of Lake Sal. This effort will focus on the residential duplex located at 15 Pate Place, that borders the downstream channel. The project team will perform surveying to establish stream channel and floodplain cross sections in this area to extend the existing and proposed conditions ICPR model further downstream. Water surface elevations for existing and proposed conditions for the 25-year and 100-year storm events will be modeled for comparison to determine if the drainage improvements may negatively impact homes in this area especially at 15 Pate Place.

### **Task 4: Engineering Design**

#### ***4A: Drainage Improvements for Increased Storage /Continuous Monitoring and Adaptive Control (CMAC) for Lake Sal Outlet Structure***

The project team will provide solution design and analysis of the Opti procured hardware and software. This includes the following components and deliverables:

- Opti Certified Hardware design details
- Opti Continuous Monitoring and Adaptive Control (CMAC) construction specifications (as needed)
- Draft Software Configuration (i.e. control objectives and settings)
- Hydrologic and hydraulic (H&H) modeling
- Opti Certified Hardware submittal package

#### **Opti Certified Hardware Design Details & Bill of Materials**

The project team will provide the following to be included as part of the site plan set or construction submittals in .dwg or PDF format:

- Standard installation details of Opti's Certified Hardware, including mounting methods, supports, and full specifications for all associated hardware to be included in the site plans or submittals;
- Electrical connection schedule (one-line diagram and terminal block guide for Opti control panel) as to be included in the site plans;
- Bill of Materials

#### **Opti CMAC Construction Specifications**

The project team will provide CMAC construction specifications and requirements, including a general description of work, submittals, quality assurance, product overview, installation and commissioning, and software and platform.

#### **Draft Software Configuration Report (i.e., control logic and settings)**

The project team will provide a draft Software Configuration report to confirm site functionality and behavior prior to final design. The project team will translate performance objectives into standard Opti software configuration settings. Example performance objectives include: flood mitigation, water quality improvements, hydromodification, water conservation and aesthetic preservation. Prior to the delivery of the Configuration Report, the project team will:

- Validate that parameter settings are compatible with the Opti Platform
- Simulate site configuration to confirm behavior of the site is consistent with Site Goals as defined by the Opti Control Configuration Builder.
- Provide single site simulation report, Draft Software Configuration, and passive SWMM model (as needed).

### H&H Modeling

The project team will verify and finalize the following H&H requirements:

- Safe conveyance under failsafe conditions
- Drawdown time
- Regulatory requirements

### Opti Certified Hardware Submittal Package

The project team will provide a full certified hardware submittals package including:

- Manufacturer specifications
- Wiring diagrams
- User installation manuals (as applicable)

### ***4B: Drainage Improvements for Increased Conveyance (Upgrades to Emergency Spillway, Pipe, and Ditch Capacity)***

Based on the conceptual layouts that were produced during Task Order No. 06, the first phase of design plans that will be prepared will be at a 60% level-of-detail stage (preliminary design plans). The plan set is expected to include: existing conditions, demolition, pavement replacement, storm drainage/grading plan and drainage profiles, construction details, and erosion and sediment (E&S) control notes/plan/details. Total land disturbance is expected to exceed 1.0 acres, so the project team will coordinate Land Disturbing Activity (LDA) Permit submission and approval through Georgia EPD.

The project approach for moving from preliminary to final design plans is as follows:

- GMC to submit 60% Plans
  - City to review submittal and meet with GMC to discuss any comments.
- GMC to revise plans and submit plan set at 90% stage. This level will include: project specifications, bid documents, and an engineer's opinion of probable cost for final review.
  - City to review submittal and meet with GMC to discuss any comments.
  - *Note: Bid document preparation is based on local-funding source (City)*
- GMC to submit 100% Final Plans, as well as technical specifications, bid documents, and opinion of probable cost to the City.

### **Task 5: Geotechnical Support for Outlet Control Structure Installation**

Through coordination with the City and construction contractor, the GMC Geotechnical Department can have a representative present on-site prior to installation of the outlet control structure to analyze the soil conditions and provide guidance on the amount of stone needed for the subbase of the concrete outlet control structure. The Geotechnical professional should only be required for one day, and an amendment is provided based on that level of support. *GMC Geotechnical engineer was needed for additional time due to conditions that arose during excavation and preparation of the outlet control structure, where another layer of concrete was present in the base material that needed removal, so site preparation extended one additional day.*

### **Schedule**

The schedule is presented in the table below.

Task #5 will take place based on timeline of the construction contractor (Envirotrac/Opti).

Task #	Month							
	1	2	3	4	5	6	7	8
1. Environmental	Delineations						Permitting	
2. Survey Services								
3. Downstream Analysis								
4A. Design – Increased Storage (CMAC)								
4B. Design – Increased Conveyance (pipes/ditches)								

### **C. CONSULTANT'S COMPENSATION**

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. This AGREEMENT authorizes the total fee for all five tasks to be \$198,655. Amendment #1 adds an additional \$2,500 to the total for all tasks, making the new grand total \$201,155. *Amendment #2 adds an additional \$2,500 to the total for all tasks, making the new grand total \$203,655.*

#### ***Task 1. Environmental Services***

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$40,000 and includes:

- \$9,000 for Task 1A
- \$25,000 for Task 1B
- \$6,000 for Task 1C

#### ***Task 2: Survey Services***

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$22,355.

#### ***Task 3: Downstream Analysis***

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$12,600.

#### ***Task 4A: Engineering Design – Drainage Improvements for Increased Storage (CMAC)***

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$44,450 and includes:

- \$9,800 to develop engineering design of the real-time control on the lake outlet structure.
- \$34,650 for design support from Opti.

#### ***Task 4B: Engineering Design – Drainage Improvements for Increased Conveyance***

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$79,250.

**Task 5: Geotechnical Support for Outlet Control Structure Installation**

The specific method of compensation for this Task is **Hourly Billing Rates** as enumerated in the Exhibit B of the AGREEMENT. CITY agrees to pay the CONSULTANT monthly, for work completed, on the basis of the standard hourly billing rates in effect when services are provided by the CONSULTANT's employees of various labor grades. The total contract amount for the Task shall not exceed \$2,500 without prior written authorization by the CITY. *Amendment #2 increases this billing limit to \$5,000 based on additional time needed due to unforeseen conditions that arose during excavation and preparation of subbase for the outlet control structure.*

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

City of Statesboro, GA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Goodwyn Mills Cawood, LLC

By:   
Signature 1/28/2026  
Robert A. Brown, P.E., Ph.D.  
Sr. Water Resources Engineer