



**March 3, 2026 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Tangie Johnson
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 02-17-2026 Work Session Minutes
    - b) 02-17-2026 Council Minutes
    - c) 02-17-2026 Executive Session Minutes
  - B) Consideration of a motion to approve the surplus of firearms that have been forfeited or are evidence that are no longer needed for prosecution.
5. 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) Blue Mile Catering  
Owner(s): Blue Mile Catering LLC  
Location 434 South Main Street  
License Type: Low Volume
6. Consideration of a motion to approve **Resolution 2026-09**: A Resolution authorizing the submission of an application to the Georgia Department of Transportation for recertification for Locally Administered Projects, the execution of related documents, and providing assurances of compliance.
7. Consideration of a motion to approve a Development Agreement with Walnut & Vine, LLC to use \$272,821 in TAD funds for installation of private infrastructure within the development commonly known as Hop Atomica located at 6 Walnut Street within the South Main Tax Allocation District.
8. Consideration of a motion to approve Amendment 2 to the Environmental Protection Division Section 319(h) FY 22 Grant for stream restoration in Little Lotts Creek Watershed.
9. Consideration of a motion to reject Bids for CIP Project #WWD-111: Bruce Yawn Commerce Park Well.
10. Consideration of a motion to approve Change Order #3 in the amount of \$109,320.00, to Southeast Pipe Survey, Inc. to be paid for with Operating Income funds included in CIP projects #WWD 14, 187, and 188.

11. Public Comments (General)
12. Other Business from City Council
13. City Managers Comments
14. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters”  
“Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
15. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
FEBRUARY 17, 2026

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Mayor & Council Work Session

50 East Main Street

4:00 PM

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A Work Session of the Statesboro City Council was held on February 17, 2026 at 4:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Tangie Johnson, Paulette Chavers, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Affairs Manager Layne Phillips. Absent was Councilmember Ginny Hendley.

## 1. Quarterly Financial Report

Director of Finance, Cindy West presented the quarterly financial report covering through December 2026. For the General Fund, 68% of revenues have been collected, which is higher than the previous year due to increased taxes and license/permit fees. Expenditures were at 51% of the budget, slightly higher than the previous year due to increased personnel services, contract services, and supplies costs.

For the Statesboro Fire Service Fund, revenues showed an increase due to a loan from enterprise funds. Collections were at 51% of budget while expenditures were at 48%, remaining relatively flat compared to the previous year with only about \$100,000 more spent.

The Water and Sewer Fund revenues were higher than the previous year due to rate increases, with 46% of budgeted revenues collected. Expenditures were relatively flat at 47% of budget.

The Storm Water Fund showed a decrease of \$76,000 in revenues compared to last year, primarily due to the sale of assets in FY 2025 that did not occur this year. The fund had collected 12% of its budget. Expenditures were about \$55,000 higher than last year, with 54% of the budget spent.

Natural Gas revenues were up \$180,000 from last year due to increased commercial and industrial usage, with 35% of the budget collected. Expenditures were higher than last year primarily due to natural gas purchase costs, with 38% of the budget expended.

Solid Waste Collection had spent 50% of its budget, with expenditures up \$173,000 due to personnel costs, workers' compensation, overtime, and vehicle maintenance.

The Solid Waste Disposal Fund showed an increase of \$500,000 over last year in revenues from rate increases, tipping fees, and asset sales, with 46% of the budget collected. Expenditures were flat compared to last year at 46% of the budget.

SPLOST and T-SPLOST collections have decreased from last year, and the Hotel/Motel Fund was down by \$26,000 through December compared to the previous year.

## 2. Data Center Tour – Information Session

Director of Planning and Development, Justin Williams provided a recap of a recent data center tour that took place on January 22nd, which was attended by the Mayor, council members, and staff. The group visited multiple data centers in the Atlanta metro area and met with the Walton County Development Authority to discuss the Stanton Springs Data Center. They also met with Georgia Power representatives at the Georgia Experience Center to discuss power impacts.

The tour included visits to several facilities:

- An "edge" facility at 3200 Web Ridge Road (102,000 sq ft)
- A larger edge facility at 1001 Windward Course in Alpharetta (a converted commercial office building)
- The Meta Data Center at Stanton Springs Industrial Park (nearly one million square feet)

Key findings from the tour included:

- Modern data centers can reuse substantial amounts of water
- The facilities generated minimal noise (57 decibels at the highest measurement)
- Georgia Power has an extensive 18-month study process for data centers
- Grid capacity concerns are addressed through infrastructure upgrades paid for by the data centers
- Edge data centers are moderate in size and could potentially fit in vacant properties in Statesboro
- Data centers generate significant tax revenue with low service demands, aside from utilities

Justin recommended developing an amendment to the Unified Development Code to ensure appropriate regulation of data centers. Council members who participated in the tour shared additional insights, with the Mayor noting that data centers are essentially "the cloud" where digital information is stored, and there are already 164 data centers across Georgia.

Council members expressed concerns about the impacts on utilities, particularly power usage. It was clarified that Georgia Power requires data centers to build their own infrastructure upfront, with costs not passed on to existing customers. The potential economic benefits were highlighted, with estimates suggesting a data center could generate approximately \$2.5 million in annual revenue for the city through property taxes and Georgia Power franchise benefits. Staff recommends developing an amendment to the Unified Development Code, specifically to ensure that there is some regulation associated with data centers, where there are rules unlike some municipalities. We will be looking into the opportunity to be talking to some of our outside partners such as the TSW who helped us write the Unified Development Code, and looking at model ordinances that exist around the state.

Mayor McCollar asked that staff look to see if any municipalities or local governments that's putting in any language in regards to water recycling and water usage.

### **3. Development Authority of Bulloch County**

Benjy Thompson, CEO of the Development Authority of Bulloch County, provided an update on the organization's activities and its new five-year strategic plan called "Forward Statesboro Bulloch."

Thompson thanked the city for its partnership and professionalism, highlighting how the development authority works with city staff on various projects. He noted that the authority's traditional focus has been on manufacturing and distribution, but their new strategic plan broadens this to include aerospace, professional services, retail, and other amenities.

The strategic plan has four main goals:

- Improve collaboration and communication with partners
- Support legacy business and plan for future growth
- Focus on livability assets to help the community evolve
- Encourage entrepreneurship, especially within the city

Thompson discussed the potential transfer of the city's retail professional (Alan Gross) from Georgia Southern to the development authority to enhance retail recruitment efforts. He emphasized that this arrangement would provide access to economic development resources and support the work already being done by entities like the Downtown Statesboro Development Authority.

Thompson also provided updates on industrial recruitment, noting that Hyundai's commitment to the region has increased from the original 8,500 jobs and \$7.6 billion investment to over \$10 billion, with plans to increase production from 300,000 to 500,000 vehicles per year. This growth is driving expansion of suppliers in Bulloch County, with commitments for over 1,300 jobs and nearly \$800 million in capital investment over the next 5-7 years.

He reported that three suppliers related to Hyundai had made payments in lieu of taxes, including \$551,000 to the county for fire district taxes and \$1.9 million to the Bulloch County School System. A recent manufacturing impact study showed that manufacturing provides a \$1.55 billion impact on the local economy.

The Mayor thanked Thompson for the development authority's work, noting that the poverty rate in Statesboro had decreased from 53% when the current administration began to 36% currently, partly due to job creation efforts.

## 4. Public Safety Reports

### - Police

Police Chief Mike Broadhead presented the annual police department report, highlighting crime statistics that showed positive trends. Aggravated assaults had declined significantly in the past year, while robberies continued their decade-long downward trend. Homicide rates remained relatively steady over the past decade, with the exception of a spike in 2020 that mirrored national trends. For rapes, it is a difficult stat to track because the vast majority of legitimate rape are not reported, for lots of reasons. We saw an increase this year with 24 cases, we had an analyst go through these cases and see what is happening, and these are date rapes, particularly it goes along with education. Once women at the college learn what it means to be raped they are more open to reporting it. However, this number bounces around a lot.

Property crimes also continued to decline, with both thefts and burglaries showing downward trends. The department saw a reduction in firearms stolen from vehicles, with 27 taken in 2025 compared to higher numbers in previous years. All stolen firearms came from unlocked vehicles.

Officer training remained a priority, with the average officer receiving 194 hours of training in 2025, far exceeding the state requirement of 20 hours. A total of 88 sworn officers received training during the year.

The Roadway Assist program continued to be successful, with college interns handling 2,400 calls involving private property crashes, help stranded motorists, and traffic direction, freeing up officer time for other duties.

Use of force metrics remained low, with force used in approximately 1% of arrests. The department recorded 19 instances of force used during 1,700+ arrests in 2025. Chief Broadhead noted a shift from taser use to more hands-on techniques, partly due to officers' training in Brazilian Jiu-Jitsu and some reliability issues with tasers.

Traffic enforcement increased, with more citations and warnings issued compared to previous years, attributed to improved officer staffing levels allowing for more proactive policing. The top crash locations continued to be along the bypass, particularly at Veterans Memorial Parkway intersections.

The department's Flock camera system proved valuable, helping recover 30 stolen vehicles and providing evidence in robbery and homicide cases, leading to 44 felony arrests in 2025. Our records unit, just about everything we do in the State of Georgia is an open record. We have a person whose full time job is to fill these request, we burn tons of body cam, and dash cam for different sources. We get about 4 request a day, sometimes we get inundated from news sources, who want to see every arrest video you have, just to find something funny to publish and we provide it because it is required. Two years ago we took on dispatching for the fire department, this year 48,000 calls of service for police and fire.

### - Fire

Deputy Fire Chief Bobby Duggar presented the annual fire department report in the absence of Fire Chief Tim Grams. He began by thanking the council for their support of the fire department.

Key accomplishments for the year included:

- Breaking ground on Station 3, expected to open in July
- Completing construction on a 1,500 square foot classroom at the training center
- Receiving a new Sutphen SPH 100 aerial platform
- Completing an ISO evaluation, with results pending (currently ISO Class 2)
- Participating in a 3-year FEMA study on health and wellness, with the department performing well
- Receiving \$591,525 in SAFER grant funding

The department responded to 1,390 total calls for service, with 1,174 within city limits, 180 in the five-mile district, and 36 calls outside the city. The average response time was 4 minutes and 28 seconds, better than the national average of 6 minutes. The department handled 204 overlapping incidents, representing 14.7% of all calls.

Most calls were false fire alarm related, with 153 actual fire calls and 94 rescue calls. Heat maps showed the highest concentration of calls around Georgia Southern, the north side of town, and the east side near Highway 80 and the bypass. The department protected property valued at over \$133 million, with only \$1.17 million lost to fire damage—less than 1% property loss, which is well below the national average of 2.8-3.1%, this is due to our staffing, and we carry 20 per shift, with some over hires as well to keep those going. That makes a difference and keeps our jobs going, more efficient and we can get to the fires faster as well as makes it safer for the members of the community as well as the firefighters. Training remained a priority with 19,774 total training hours completed, significantly exceeding the required 240 hours per firefighter. The department's prevention division conducted 1,385 inspections.

Community outreach was extensive, with 4,388 direct contacts, 139 smoke alarms installed, and numerous school visits and community events. The department participated in programs like the AmBucs project to build specialized bicycles for people with limited mobility, GSU's "Up in Flames" event, and "Homestead," which provided Christmas gifts to 42 seniors.

Looking forward, the department plans to:

- Continue working on the fire fee and service study
- Focus on recruitment and retention of personnel
- Reduce community risk through prevention and education
- Continue evaluating and improving department policies and services

The department was recognized for its efficiency and effectiveness in protecting the community.

The meeting was adjourned at 5:20 pm

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
FEBRUARY 17, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

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

**ATTENDANCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Present	
John Riggs	Councilmember	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 Life Saving Award to APO Leah Carrera.**

Statesboro Police Chief Mike Broadhead presented a life-saving award to Advanced Patrol Officer Leah Carrera, who has been with the department for approximately six years. The citation described how on January 9, 2026, Officer 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 there, the man suddenly became unresponsive, stopped walking, and collapsed. Officer Carrera managed to slow his fall to the ground, recognized he was in distress with no breathing or pulse, called for assistance, and began CPR. Her actions successfully revived the man, who began breathing again and regained color in his face. Her immediate response clearly saved his life, and she was commended for her professionalism and attention to duty.

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

**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

A motion was made to approve consent agenda.

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

**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).**

A motion was made to open the public hearing.

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

Melessia Wade-Smith the applicant spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made 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).

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

**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 Gently 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)**

**Councilmember Ginny Hendley recused herself from this item.**

A motion was made to open the public hearing.

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

No one spoke for or against the applications.

A motion was made to close the public hearing.

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

A motion was made to approve an application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) for **a)** Annie’s Nail Salon LLC, Owner: Tom Pham, located at 1098 Bermuda Run, Suite 4, for License Type: Low Volume (by the drink); **b)** Azul on Gentilly LLC, Owner: Lorena Cisneros, located at 608 Brannen St., for License Type: Restaurant (by the drink); **c)** B&T Food Fresh, Owners(s): John Triplett/Clark Brunson, located at 620 Fair Rd., for License Type: Package Sales (beer & wine only); and **d)** B&T Food Fresh, Owner(s): John Triplett/Clark Brunson, located at 2949 Northside Dr. West, for License Type: Package Sales (beer & wine only).

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

**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.**

A motion was made 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.

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

**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.**

A motion was made 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.

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

**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.**

A motion was made to approve an Intergovernmental Agreement between Bulloch County and the City of Statesboro for roadway improvements and maintenance on Burkhalter and Cawana Roads.

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

**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.**

A motion was made 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.

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

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

Sue Palmer addressed the Council regarding her concerns about water fees. She expressed that the proposed \$20 per household water fee would affect people on limited incomes, who make up a significant portion of Statesboro's population. She argued that while she appreciates nice things, the city needs to focus on cleaning up and maintaining existing infrastructure before adding new fees. Ms. Palmer mentioned that she has been paying \$66 yearly for stormwater management but has never seen the ditches cleaned in the Statesboro High area. She also expressed concern about the limited number of compliance officers (two) responsible for cleaning up the city and emphasized that the city should make Statesboro beautiful in a way that doesn't financially burden residents on fixed incomes.

Mayor McCollar responded that the city covers 16 square miles with 34,000-35,000 residents, and staff is working hard to improve conditions. He assured Ms. Palmer that no decisions had been made yet regarding the water fees, and she was welcome to discuss her concerns further.

**13. Other Business from City Council**

Mayor Pro Tem Shari Barr announced several upcoming community events:

- The city's Arbor Day event on Saturday, which will include planting a tree in honor of Henry Clay, a raffle, and a tree giveaway. Attendees bringing dog food, cat food, or people food to donate would receive extra chances to win trees. The event will be held from 10 AM to noon at Marvin Park off Highway 67.
- An arts and crafts fair using sustainable materials at Trinity Episcopal Church on Saturday, February 28th from 10 AM to 2 PM.
- She reminded residents that applications for the Youth Connect summer job program for high schoolers, which pays \$10 per hour, are now open on the city's Facebook and web pages.

**14. City Managers Comments**

City Manager Charles Penny highlighted several items:

- The new "Reflections Magazine," an annual report is being mailed to all city utility customers within the next two weeks.
- An upcoming historical marker dedication will take place on Sunday, February 22nd at 3 PM near Louetta Moore Park for the Van Buren Cemetery/Hospital on Elm Street. The marker, being erected during Black History Month, honors Dr. Van Buren, an African American doctor who opened a hospital in the community. A reception will follow at the Carroll Jones Building.
- The State of the City address scheduled for February 24th at 7 PM at the Emma Kelly Theatre, where the mayor typically presents keys to the city to important community members.

**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).**

At 5:59 pm a motion was made to enter into executive session to discuss Personnel Matters in accordance with O.C.G.A. 50-14-3(b).

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

At 6:04 pm, a motion was made to exit executive session.

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

A motion was made to appoint Charity Lynn and Helen Hathcock to the Keep Statesboro Bulloch Beautiful Advisory Board.

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

#### 16. 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 John Riggs
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

The meeting was adjourned at 6:05 p.m.

\_\_\_\_\_  
Jonathan McCollar, Mayor

\_\_\_\_\_  
Leah Harden, City Clerk



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police *MB*

DATE: March 3, 2026

RE: Property and Evidence Firearms to be Sold as Surplus.

POLICY ISSUE: Council agreement to surplus firearms

RECOMMENDATION: That Council accept the high bid for a bloc of firearms to be sold as surplus.

BACKGROUND: The police department is currently holding 130 firearms that have either been forfeited or are evidence firearms that are no longer needed for prosecution. In each instance, the police department is the official owner of these firearms through court orders. The bloc of firearms was put out for bid to three Federal Firearms License (FFL) dealers. We received three bids, with GT Distributors of Georgia having the highest bid at \$15,340.

BUDGET IMPACT: Funds from sale.

COUNCIL DISTRICT: All

ATTACHMENTS: List of firearms for surplus, copies of three bids.



GT Distributors - Austin  
 1124 New Meister Ln., Ste 100  
 Pflugerville TX 78660  
 (512) 451-8298 Ext. 0000

Quote	QTE0222446
Date	2/3/2026
Page:	1

**Bill To:**

Statesboro Police Department (GA)  
 Attn: Accounts Payable  
 25 West Grady Street  
 Statesboro GA 30458

**Ship To:**

Statesboro Police Department (GA)  
 25 West Grady Street  
 Statesboro GA 30458

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
SEIZED GUN TRADE	000928GA	BR		NET 15	0/0/0000	3,167,452
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
1	TRADE-IN:	Trade In Lot of 130 Seized Guns	EA	\$15,340.00	\$15,340.00	

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE  
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR  
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you for your business. Bruce Robins

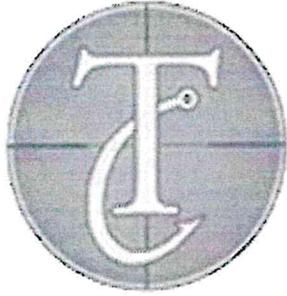
Subtotal	\$15,340.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
<b>Total</b>	<b>\$15,340.00</b>



February 3, 2026

Kenny Wesley, Georgia Law Enforcement Sales Manager for AmChar Wholesale has viewed the gun lot photos provided by the Statesboro Police Department and is placing a cash bid of \$9,175.00 for the evidence room guns.

This bid is valid for 30 days.



**OUTDOORS**  
YOUR HUNTING & FISHING HEADQUARTERS

January 23, 2026

TC Outdoors  
1242 Northside Dr. E  
Statesboro, GA. 30458

TC Outdoors has viewed the gun lot provided by the Statesboro Police Department and is placing a cash bid of \$9,175.

Kelly Waters  
TC Outdoors Manager  
912-489-3474

2016-04857	Springfield XD40 (US474532)	1843	SU25CV303B
2019-01058	Smith & Wesson 9mm pistol (S/N-FZW4080)	6800	SU25CV303B
2019-02515	Smith & Wesson M&P 15/22 rifle (S/N-HBU4288)	6826	SU25CV303B
2019-03201	Glock 21 .45 pistol (S/N-WVF203), FNH .40 pistol (S/N-61CMT05132)	6959 6960	SU25CV303B
2019-04902	Smith & Wesson 9mm pistol (S/N-FBH6146)	7390	SU25CV303B
2019-05226	SCCY 9mm pistol (S/N-824552)	7490	SU25CV303B
2019-05533	Taurus 9mm pistol (S/N- TK054205)	7621	SU25CV303B
2019-06506	Springfield .45 handgun (SN: S3298709), Keltec .380 handgun (SN: H8G40),	7923 7924	SU25CV303B
2019-06508	Revolver Charter Arms 38 Special (s/n:1014215)	7883	SU25CV303B
2019-06650	SCCY 9mm Handgun (s/n: 641794)	7889	SU25CV303B
2019-06867	CZ .762 Handgun (SN: F17446)	7965	SU25CV303B
2020-00260	.22 handgun (SN: 655NZ22264)	8231	SU25CV303B
2020-00452	Colt M4 .556 Carbine (SN: LE459046), Radical Firearms 556 rifle (SN: DT00167), Draco .762 AK pistol (SN: DB609717R0), Smith & Wesson .22 Rifle (SN: DZR1514),	8216 8217 8218 8219	SU25CV303B
2020-00482	Taurus 9mm (SN: TK053801),	8247	SU25CV303B
2020-00959	Ruger 9mm handgun (SN: 38279124),	9646	SU25CV303B
2020-01083	Smith & Wesson .40 handgun (SN: HUW2082),	8418	SU25CV303B
2020-01208	Rossi .38 special (SN: 130505)	9934	SU25CV303B
2020-01229	Jiminez .380 handgun (SN: 448175)	8787	SU25CV303B
2020-01449	9mm SCCY handgun (SN: 808036), Ruger 9mm handgun (SN: 33605533), Ruger 380 handgun (SN: 372062721)	8585 8586 8587	SU25CV303B
2020-01710	Glock 19 9mm handgun (SN: BGYZ981)	8666	SU25CV303B

2020-01775	Taurus 9mm handgun (SN: T1Z30912), Glock 19 9mm Handgun (SN: BEAY549), AR22 rifle (SN: EMF377765)	8917 8918 8919	SU25CV303B
2020-01824	Rexio .22 handgun (SN: 085439), Taurus PT22 handgun (SN: Y120862)	8700 8702	SU25CV303B
2020-01913	Beretta PX4 .40 handgun (SN: PY123548)	8742	SU25CV303B
2020-02317	Glock 23 .40 Firearm (SN: LMX394)	8954	SU25CV303B
2020-02569	Taurus .380 handgun (SN: 43280B)	9075	SU25CV303B
2020-02589	S&W SD9VE 9mm handgun (SN: FYH7466), S&W SD9VE 9mm handgun (SN: FCA6743), Haskell JS-45 handgun (SN: 030675), PAK 9mm handgun (SN: RONVMB71813836)	9087 9088 9089 9090	SU25CV303B
2020-02590	Taurus G2C 9mm handgun (SN: TLP03526)	10541	SU25CV303B
2020-02620	Glock 19 9mm handgun (SN: AHS627), S&W M&P 9mm handgun (SN: HNH4789), .22 revolver (SN: 022815), Mossberg 590 12 Gauge shotgun (SN: MF0005154)	9110 9111 9112 9117	SU25CV303B
2020-02721	Taurus G2C 9mm handgun (SN: ABC439150),	9889	SU25CV303B
2020-03097	Ruger 57 5.7x22 (SN: 641-11799), Draco Micro(SN: PMD1378319R0), Ruger .380 handgun (SN: 372206049)	9413 9414 9418	SU25CV303B
2020-03124	Taurus PT111 Pro 9mm handgun (SN: TAX83491),	9317	SU25CV303B
2020-03241	S&W .357 handgun (SN: AUV6344)	9357	SU25CV303B
2020-03467	S&W M&P 2.0 9mm handgun (NDH7388),	9443	SU25CV303B
2020-03493	Tanfoglio EA9 9mm Handgun (SN: AE01238),	9454	SU25CV303B
2020-03688	Taurus G2C 9mm handgun (SN: TMU66685),	9522	SU25CV303B
2020-04028	Kimber .45 handgun (SN: K674234)	9631	SU25CV303B
2020-04052	Ruger EC9S 9mm handgun (SN: 45719266),	9653	SU25CV303B
2020-04291	Taurus G2C 9mm handgun (SN: ABB279110)	9765	SU25CV303B

2020-04305	Taurus Millennium 9mm handgun (SN: TJM45657), Glock 19 9mm handgun (SN: AADA836), Pak-9 handgun (RONVMB71813839),	9733 9734 9735	SU25CV303B
2020-04338	NA Arms .22 revolver (SN: V84862),	9772	SU25CV303B
2020-04643	Taurus .38 revolver (SN: ABC351589)	9899	SU25CV303B
2020-05164	<del>Glock 19 Gen 5 9mm handgun (SN: BHHE479)</del>	<del>10149</del>	Removed
2020-05165	Taurus G2 9mm handgun (SN: TLM78185)	10119	SU25CV303B
2020-05168	Handgun SD9 9mm (SN: FZT7570),	10121	SU25CV303B
2020-05201	Taurus .22 handgun (SN: 1PT035620),	10138	SU25CV303B
2020-05336	S&W SD9VE 9mm handgun (SN: HFE2088)	10215	SU25CV303B
2020-05470	S&W 469 9mm handgun (SN: A875022)	10249	SU25CV303B
2020-05500	Taurus PT24/7 PRO DS .40 handgun (SN: SCMT6878),	10330	SU25CV303B
2020-05582	S&W M&P 9mm handgun (SN: NEE6478),	10367	SU25CV303B
2020-05781	Black G2C 9mm Taurus (SN: ABC421003)	10454	SU25CV303B
2020-05814	Glock 43 9mm handgun (SN: BALF463),	10462	SU25CV303B
2020-06047	Taurus G2C 9mm pistol (SN: TMB69835),	10536	SU25CV303B
2021-00207	Taurus G3 9mm handgun (SN: ABE551560)	10656	SU25CV303B
2021-00685	Hammerli TAC R1 .22 Rifle (SN: HA 017528), SCCY CPX-2 9mm Pistol (SN: C078181),	10849 10850	SU25CV303B
2021-00690	Walther .380 handgun (SN: WMM008327),	10795	SU25CV303B
2021-00985	Taurus 9mm (SN: TMS97943),	10957	SU25CV303B
2021-01068	Taurus PT740 .40 handgun (SN: SDS69719),	10997	SU25CV303B
2021-01193	Glock 43 9mm handgun (SN: ZNY407),	11040	SU25CV303B
2021-01354	Taurus G3C 9mm handgun (SN: ACB539106),	11080	SU25CV303B
2021-01659	S&W SD9 9mm handgun (SN: FYZ8325), .22 remington (SN: D2980321),	11228 11229	SU25CV303B
2021-01743	Glock 17 9mm (SN: BFUR885)	11267	SU25CV303B
2021-01755	Walther PPS 9mm handgun 9mm (SN: BA3984)	11253	SU25CV303B

2021-01900	Glock 19 GEN 4 9mm (SN: BKZX102)	12016	SU25CV303B
<del>2021-01904</del>	<del>Glock 17 9mm (SN: BPKN005)</del>	<del>42022</del>	<del>RTO 1/30/26</del>
2021-02047	Glock 19 9mm handgun (SN: BRNN130),	11358	SU25CV303B
2021-02174	Taurus G2C 9mm handgun (SN: TMS51685)	12026	SU25CV303B
2021-02299	Rossi .38 special revolver (SN: D727904)	12028	SU25CV303B
2021-02342	S&W SD40 handgun (SN: FZM2495),	11448	SU25CV303B
2021-02391	Taurus G2C 9mm handgun (SN: TL062205),	11469	SU25CV303B
2021-02420	12 Gauge shot gun (SN: 154105G)	11504	SU25CV303B
2021-02731	Taurus G3 9mm handgun (SN: ABE532249)	11606	SU25CV303B
2021-02736	S&W M&P 40 handgun (SN: NCK9671)	11592	SU25CV303B
2021-03114	Gforce 12 gauge shotgun (SN: 21105087), Century arms Canik 9mm (SN: 16AT19737), Thunderstruck .22 revolver (SN: SVF016844), Diamondback .380 pistol (SN: Z14157)	11693 11694 11695 11696	SU25CV303B
2021-03156	Sig Saur P226 (SN: 47A147268)	20244	SU25CV303B
2021-03199	SCCY CPX2 9mm pistol (SN: C002036)	11740	SU25CV303B
2021-03527	Taurus handgun G2C 9mm (SN: 1C005578),	11907	SU25CV303B
2021-03740	SCCY CPX2 9mm handgun (SN: C162009), Glock Mag	11944	SU25CV303B
2021-03995	Cobra 380 handgun (SN: FS096201),	12001	SU25CV303B
2021-04148	Taurus PT111 G2 9mm (SN: TKS44317), Taurus G2C 9mm (SN: 1C075851)	12063 12065	SU25CV303B
2021-04292	Taurus PT111 Pro 9mm handgun (SN: TAR97585), FN FNS-9 9mm handgun (SN: GKU0103754)	12144 12146	SU25CV303B
2021-04336	Ruger P95 9mm handgun (SN: 318-39898),	12126	SU25CV303B
2021-04391	S&W M&P .40 (SN: HWN9093),	12134	SU25CV303B
2021-04595	Ruger SR45 handgun (SN: 380-54548)	12213	SU25CV303B
2021-04635	Highpoint CF-380 (SN: P793351),	12225	SU25CV303B
2021-04732	HiPoint JHP-45(SN: X4348433),	12333	SU25CV303B
2021-04912	Rohm .38 Revolver (SN: FF 272262),	12404	SU25CV303B

2021-04982	Glock 23 .40 handgun (SN: BTSK344)	12438	SU25CV303B
2021-05217	Glock 43 9mm handgun(SN: ZZW798),	12471	SU25CV303B
2021-05325	GF Force 12 Gauge Shotgun (SN: 21VZ-0430),	12502	SU25CV303B
2021-05456	Glock 41 .45 handgun (SN: AFEA145),	12526	SU25CV303B
2021-05512	Hi Point C9 9mm handgun (SN: P1901494),	12555	SU25CV303B
2021-05779	Springfield XDS-9 9mm (SN: BA215471),	12600	SU25CV303B
2021-05802	Escort slugger 12 gauge shotgun (SN: 846129), Mosin Nagant 762 Rifle (SN: TA9154)	12609 12610	SU25CV303B
2021-06010	SCCY CPX-2 9mm handgun (SN: 057500)	12749	SU25CV303B
2021-06079	Taurus PT140 pro .40 handgun (SN: SEX49801),	12772	SU25CV303B
2021-06163	S&W .40 handgun (SN: FZK6002), Ruger EC95 9mm handgun (SN: 45705698),	12804 12805	SU25CV303B
2021-06223	Marlin 60 .22 rifle (SN: 09316536)	12964	SU25CV303B
2021-06456	Glock 43 9mm handgun (SN: AFVK793)	12989	SU25CV303B
2021-06595	RG2 .22 Revolver (SN: 253654)	13058	SU25CV303B
2021-06604	Walthor P38 9mm handgun (SN: 138639),	13014	SU25CV303B
2021-06660	SCCY CPX-2 9mm handgun (SN: 376706)	13027	SU25CV303B
2018-02851	MOSSBERG BLAZE47 .22 rifle (RA0014572) Mossberg AR22 .22 rifle (ERC4234291)	4641 4640	SU18CV204W

# 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 24, 2026

**RE:** Blue Mile Catering

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

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

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

**Budget Impact:** None

**Council Person and District:** Ginny Hendley, District 3

**Attachments:** Application and Department Approvals

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

RECEIVED  
FEB 10 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: Blue Mile Catering

D/B/A Name

2. Applicant's Name: Kaleo Lyles / Blue Mile Catering, LLC

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 436 S Main St.

Statesboro, Ga 30458

4. Business mailing address: 470 S Main St.

Statesboro, Ga 30458

5. Local business phone number: (912) 431-9055

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: Kaleo Lyles

Person responsible for alcohol licensing issues

7. Phone number for manager: [REDACTED]

8. Email address for manager: ~~K.Lyles@kaleo.com~~ Kaleo@sbim-hospitality.com

9. Address of manager: 112 Greenbriar Trl. 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: Kaleo Lyles Phone #: 

Home Address: 112 Greenbriar Trl.  
Statesboro, GA 30458

Have you completed the financial affidavit attached to this application? YES

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: Blue Mile Catering, LLC  
436 S Main St. Statesboro, Ga 30458

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: Clyde Alchapman Phone #: [REDACTED]

Home Address: 2550 County Club Rd.  
Statesboro, Ga 30458

Full Legal Name: Kaleo Lyles Phone #: [REDACTED]

Home Address: 112 Greenbriar Trl.  
Statesboro, GA 30458

Full Legal Name: Nicholas Tyler Karettis Phone #: [REDACTED]

Home Address: 207 Archer Rd.  
Statesboro, Ga 30451

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

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

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

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

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

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

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?** \_\_\_\_\_

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:

441 South Main LLE

470 S. Main Street, 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:

\_\_\_\_\_  
\_\_\_\_\_

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?

NO

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 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, Kaleo Lyles

, 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.

Kaleo Lyles

Print full name as signed below

Kaleo Lyles

Signature of applicant

owner

Title

2/10/2021

Date

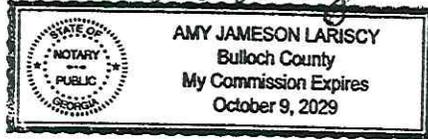
Sworn and subscribed before me this 10th day of February, 20 21.

Amy Jameson Lariscy

Notary Public

10/9/29

My commission expires



Calculation of Basic License Fee

For Calendar Year: 2025

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	<u>X</u> _____	\$750
E. Pub	_____	\$5600
F. Restaurant	_____	\$2800
3. Caterer	<u>X</u> _____	\$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	<u>X</u> _____	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 1,250

**ARTICLES OF ORGANIZATION**

\*Electronically Filed\*  
Secretary of State  
Filing Date: 12/13/2022 11:20:04 AM

**BUSINESS INFORMATION**

**CONTROL NUMBER** 22257791  
**BUSINESS NAME** BLUE MILE CATERING, LLC  
**BUSINESS TYPE** Domestic Limited Liability Company  
**EFFECTIVE DATE** 12/13/2022

**PRINCIPAL OFFICE ADDRESS**

**ADDRESS** 470 SOUTH MAIN STREET, STATESBORO, GA, 30458, USA

**REGISTERED AGENT**

<b>NAME</b>	<b>ADDRESS</b>	<b>COUNTY</b>
Kaleo Lyles	470 South Main Street, Statesboro, GA, 30458, USA	Bulloch

**ORGANIZER(S)**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
Kaleo Lyles	ORGANIZER	470 South Main Street, Statesboro, GA, 30458, USA

**OPTIONAL PROVISIONS**

N/A

**AUTHORIZER INFORMATION**

**AUTHORIZER SIGNATURE** Stephen T. Rushing  
**AUTHORIZER TITLE** Attorney In Fact



*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:**            February 11, 2026

**TO:**                Tax Department

**SUBJECT: ALCOHOLIC BEVERAGE APPLICATION (434 SOUTH MAIN STREET STATESBORO, GEORGIA 30458) (BLUE MILE CATERING LLC)**

The Department of Planning and Development has reviewed the alcoholic beverage application submitted by Blue Mile Catering LLC, 434 South Main Street. The applicant is proposing “By the drink sales for consumption on the premises for a “Catering Services”. 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:** “434 South Main Street” HOC (Highway Oriented Commercial) 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 HOC (Highway Oriented Commercial District) district as:

- Catering Services

**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,

*Monica Gann*

Monica Gann  
Senior Planner  
Department of Planning & Development

# 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 24, 2026

**RE:** City of Statesboro Recertification for Local Administered Projects (LAP)

**Policy Issue:** Policies and Procedures for Federal-Aid Projects

**Recommendation:** Staff recommends approval of the attached resolution authorizing the Mayor to execute documents required by GDOT regarding the City's recertification for LAP, including the adoption of the GDOT Procurement Policy for the procurement, management, and administration of engineering and design related consultant services for federal-aid projects.

### **Background:**

The City is required to apply for recertification with GDOT for LAP every three years, to remain eligible to administer projects with federal funding. One requirement of this recertification is that the City must adopt GDOT procurement policies for federal-aid projects. City staff have attended all of the required training for LAP, as documented in the attached recertification package.

The City's Uniform Purchasing Manual also states on page 13 that "all City of Statesboro departments shall comply with all federal and state procurement regulations when procuring goods and services funded in whole or in part with any federal or state grant."

The Creek on the Blue Mile project is utilizing federal funding, and the adoption of this policy is required to utilize the grant funding for the project.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Resolution, and GDOT LAP Recertification Package

**Copy:** Darren Prather, Director of Central Services

**RESOLUTION 2026-09:**

**A RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION TO THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR RECERTIFICATION FOR LOCALLY ADMINISTERED PROJECTS; AUTHORIZING EXECUTION OF RELATED DOCUMENTS; PROVIDING ASSURANCES OF COMPLIANCE; AND FOR OTHER PURPOSES.**

**THAT WHEREAS,** the City of Statesboro (the “City”) desires to continue to administer transportation improvement projects that may be funded in whole or in part with state and/or federal-aid transportation funds through GDOT’s Local Administered Projects (LAP) program; and

**WHEREAS,** GDOT requires local governments to be certified/recertified every three years in accordance with GDOT’s LAP policies and guidance, including documentation and training requirements maintained by GDOT for LAP certification/recertification; and

**WHEREAS,** GDOT has established application materials for LAP recertification (the “LAP Re-Certification Application”) and associated appendices/agreements that identify local government roles, responsibilities, and authorizations applicable to locally administered projects; and

**WHEREAS,** the Mayor and Council of the City of Statesboro finds that obtaining/maintaining GDOT LAP recertification supports the public health, safety, and welfare and is in the best interests of the citizens of Statesboro.

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

**Section 1.** The Mayor and Council authorize the City staff to prepare, execute, and submit an application to GDOT for recertification under GDOT’s Local Administered Projects program, including the GDOT LAP Re-Certification Application and any required attachments, exhibits, confirmations, or updates requested by GDOT in connection with the City’s recertification.

**Section 2.** The Mayor is hereby authorized to execute the LAP Re-certification Application and related documents, as required by GDOT.

**Section 3.** The City commits to administering locally administered projects in accordance with applicable GDOT requirements and guidance for LAP projects, including compliance commitments reflected in GDOT LAP certification/recertification materials and manuals, as applicable to the City’s participation.

**Section 4.** The Mayor and Council affirm that the City will maintain and utilize written policies and procedures for procurement and administration applicable to federally funded or state-funded locally administered projects, to the extent required for GDOT LAP certification/recertification. If required or requested by GDOT as part of the recertification submittal, the staff is authorized to submit the City’s applicable procurement policies and related procedures as exhibits to the application. The City shall

adopt and follow GDOT Procurement Policy for the procurement, management, and administration of engineering and design related consultant services for federal-aid projects; and

**Section 4.** The City’s Public Works and Engineering Department is authorized to coordinate with GDOT and to take actions reasonably necessary to complete the recertification process, including scheduling interviews, compiling documentation, and responding to GDOT requests for additional information consistent with GDOT’s recertification process

**Section 5.** That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 3rd day of March, 2026.

CITY OF STATESBORO, GEORGIA

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

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** February 25, 2026

**RE:** March 3, 2026 City Council Agenda Items

**Policy Issue:** Consideration of Development Agreement with Walnut & Vine, LLC, to use \$272,821 in TAD funds for installation of private infrastructure within the development commonly known as Hop Atomica located at 6 Walnut Street within the South Main Tax Allocation District.

**Recommendation:** Approval

**Background:** On February 24, 2026, the TAD Advisory Committee recommended 3-1 that \$272,821 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

**Budget Impact:** None

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

**Attachments:** Proposed Development Agreement and Application for TAD funding submitted by Walnut & Vine, LLC

# **DEVELOPMENT AGREEMENT**

**Between City of Statesboro, Georgia**

**and**

***WALNUT & VINE, LLC***

***For Hop Atomica***

***Private Improvements***

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the \_\_\_ day of March, 2026, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “City”), and Walnut & Vine, LLC., a Georgia limited liability company as developer, (the “Developer”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

### ARTICLE 1 RECITALS

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

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

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

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

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

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

**WHEREAS**, Developer applied for \$272,821.00 in TAD assistance for installation of Private Infrastructure and right of way acquisition at 6 Walnut Street with such application being approved by the TAD Advisory Committee as required;

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

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

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

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

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

## AGREEMENT

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

### ARTICLE 2 GENERAL TERMS

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

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

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

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

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

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

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

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

“Developer” means Walnut & Vine, LLC, a Georgia limited liability company, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

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

“Effective Date” means March \_\_\_, 2026, the effective date of this Agreement.

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

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

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

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

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

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

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

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

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

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely exterior and interior improvements and right of way acquisition.

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

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

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

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

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

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

“State” means the State of Georgia.

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

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

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

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

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

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

- (a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.
- (c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.
- (e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is 4 Cozy Bluff Road, Savannah, GA 31410.

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

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

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

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

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

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

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

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

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

subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.

(e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.

(f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.

(g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

## **ARTICLE 4 DEVELOPMENT AND CONSTRUCTION**

### **Section 4.1 Construction of the Private Infrastructure**

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

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

**ARTICLE 5**  
**DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER**

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

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

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

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

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

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

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

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

## **ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES**

### **Section 6.1 Advances.**

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

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

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$272,821.
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

### **Section 6.3 Limited Liability.**

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

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

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

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

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

## **ARTICLE 7 INDEMNIFICATION**

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

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

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

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

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

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

## **ARTICLE 8 DEFAULT**

### **Section 8.1 Default by Developer.**

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

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

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

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

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

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

## **ARTICLE 9 MISCELLANEOUS**

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

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

**If to Developer:**

Smith Matthews  
4 Cozy Bluff Road  
Savannah, GA 31410

**If to City:**

Statesboro City Manager  
50 E Main St  
Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

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

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

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

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

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

**CITY OF STATESBORO, GEORGIA**

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Mayor Jonathan McCollar

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Attested by Leah Harden, City Clerk

**WALNUT & VINE, LLC**

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Smith Matthews, Managing Member



**CITY OF STATESBORO  
APPLICATION FOR TAD FINANCING**

**FOR STAFF USE ONLY:**

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

**Part I: APPLICANT INFORMATION**

**A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:**

Project Name: \_\_\_\_\_ Hop Atomica - Brewery, Distillery, Restaurant  
TAD District: \_\_\_\_\_  
Amount Requested: \_\_\_\_\_

**B. DEVELOPER CONTACT INFORMATION:**

Name: \_\_\_\_\_ Walnut & Vine LLC, SMith Mathews, Pratt Mathews  
Address: \_\_\_\_\_ 4 Cozy Bluff Rd  
City/State/Zip: \_\_\_\_\_ Savannah GA 31410  
Phone: \_\_\_\_\_ 912-687-4846  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ smith@hopatomica.com  
Contact Name & Title: \_\_\_\_\_ Smith Mathews - Co Owner  
Ownership Interest: \_\_\_\_\_ 36.25%

**C. PROPERTY OWNER CONTACT INFORMATION:**

Name: \_\_\_\_\_ Walnut & Vine LLC, Smith Mathews  
Address: \_\_\_\_\_ 4 Cozy Bluff Rd  
City/State/Zip: \_\_\_\_\_ Savannah GA 31410  
Phone: \_\_\_\_\_ 912-687-4846  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_ smith@hopatomica.com

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

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

**PART II: DEVELOPMENT PROFESSIONAL TEAM**

**A. PROJECT ARCHITECT:**

Company Name: DPR Architecture  
Primary Contact Name: Frank D'Arcangelo  
Address: 12A East Grady Street  
Phone: 912-764-6288  
Email: frank@dprarch.com

**B. CIVIL/TRAFFIC ENGINEER:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**C. CONTRACTOR:**

Company Name: Dabbs Williams General Contractors  
Primary Contact Name: Brad Williams  
Address: 319 S Walnut St Statesboro GA 30458  
Phone: 912-489-9844  
Email: bmw@dabbs-williams.com

**D. PROPERTY MANAGER (IF APPLICABLE):**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**E. DEVELOPER'S ATTORNEY:**

Company Name: Bruce, Mathews & Lavoie  
Primary Contact Name: Matt Mathews  
Address: 102 S Main St Statesboro GA 30458  
Phone: 912-764-9889  
Email: matt@bmlawgroup.com

**F. OTHER:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**PART III: GENERAL PROJECT INFORMATION**

**A. GENERAL PROJECT DESCRIPTION:**

Tax Parcel(s): S18 000068 000 Ward No: 01  
 Location/Address: 6 Walnut St Statesboro GA 30458 Zoning: C3  
 Existing Use(s): Warehouse Size: 0.18 Acre  
 Current Full Value: \$204,300 Tax Value Current Assessed Value (40%) \$81,720  
 Current Annual Real Property Tax Bills: Statesboro Bulloch  
 (City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: 0

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

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): the existing building is 7600 sq ft, no housing units, it is an old warehouse

Permanent Job Creation/Retention Associated with Development (If Applicable): 20-30 jobs

Estimated Annual Property Taxes Generated Statesboro Bulloch  
 (City) (County) (School)

**B. PROJECT (USE) MIX:**

	# Units	Building Area (SF)	% of Building Area
Residential			
Retail	1	7600	100%
Office			
Other			
Parking Structures (Spaces)			
<b>TOTAL</b>	<b>1</b>	<b>7600</b>	<b>100%</b>

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

**C. RESIDENTIAL DETAIL (IF APPLICABLE):**

1) Ownership Housing Unit Mix:

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

2) Rental Housing Unit Mix:

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

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

this building is being converted from a warehouse into a brewery, distillery and restaurant  
It will also have a private event space so it will have multiple uses in one retail space. It will be fully  
finished out with HVAC, drywall, paint, high end designed finish. The space will have nice bathrooms  
a modern commercial kitchen with a wood fired pizza oven, as well as a brewery, distillery and  
restaurant seating with a bar area.

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

There will be an open space inside the retail facility taking up approximately 25% of the space  
that will be designated for private event space use. The space will have a nice high end bar  
nice bathrooms, lighting fixtures, finished drywall, and raw and exposed wood and brick features  
The space will also have a dining room with nice designed seating including tables, chairs, booths  
as well as a new bar area with marble counter tops and high end millwork

**F. NONRESIDENTIAL DETAIL (IF APPLICABLE):**

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail	1	7600		\$160	
Other					
<b>TOTAL</b>	1	7600		\$160	

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

Include a value estimate for any building retained by the Developer) \$2,500,00

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

Demo - \$33,130, Sitework - \$21,375, Concrete - \$21,932, Masonry - \$13,561, Rails & Fencing - \$7,500  
Doors & Windows - \$47,398, Paint - \$27,000, Roof Repair - \$14,225, Awnings &  
Canopies - \$29,000, Exterior Lighting Fixtures - \$5000,  
Right of Way Acquisition - \$2700, Sidewalk Work (Don Lanier's) - \$50,000

**I. SUPPORTING DOCUMENTS TO BE SUBMITTED:**

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

**PART IV: PROJECT ECONOMICS**

**A. FINANCING SOURCES**

	<b>Applicable? (Y/N)</b>	<b>Financing Amount</b>	<b>% of Total Cost</b>
Conventional Debt	Morris Bank	\$1,017,006.25	45%
Government Loans (Describe)	SSBCI Program	\$1,017,006.25	45%
State/Federal Grants (List Sources)			
Tax Credits			
Other Debt			
Contributed Equity		\$226,001.39	10%
Others Sources			
TAD Funding Request		\$272821.00	12.17%
<b>TOTAL</b>		<b>\$2,260,013.89</b>	

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

private cash investment from LLC owners

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

7.25%, 24 years, 25 year maturity, \$14,760 per month payments

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

attached

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

\$795,000 general construction

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\$33,130 demo

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\$14,225 roof

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

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G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.  
thorough marketing research in this and surrounding markets compiled by various surveys including real time data from another location of the same concept located in savannah georgia

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

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**PART V: SITE CONTROL, ZONING & SCHEDULE**

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

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

**PART VI: CERTIFICATIONS**

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

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

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

APPLICANT SIGNATURE:



(Applicant's Authorized Signature)

DATE: 01/14/2026

H Smith Mathews

(Typed or Printed Name)

TITLE: Owner

WITNESS SIGNATURE:



(Witness Signature)

DATE: 01/14/2026

Pratt Mathews

(Typed or Printed Name)

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

SIGNED \_\_\_\_\_

DATE: \_\_\_\_\_

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** February 24, 2026

**RE:** Amendment 2 to Environmental Protection Division Section 319(h) FY 22 Grant

**Policy Issue:** Grant Amendment

**Recommendation:** Staff recommends approval of Amendment 2 to the Environmental Protection Division Section 319(h) FY 22 Grant for Stream Restoration in Little Lotts Creek Tributary.

### **Background:**

As part of the City Stormwater Master Planning initiatives, the City applied for a Federal Clean Water Act, Section 319(h) grant, and was awarded \$381,715.00 for the purpose of stream restoration of Little Lott's Creek Tributary between East Grady Street and East Jones Avenue. The original contract with EPD is dated September 1, 2022. This project will assist in restoring this tributary to a natural state, including planting more native vegetation to improve aesthetics and reduce maintenance. The City contracted with Goodwyn Mills Cawood for design services for the project, and City Council approved acceptance of a bid for construction from Mid Georgia Property Enhancements, LLC., in the amount of \$354,414.20 on January 20, 2026.

Amendment 1, dated April 2, 2025, extended the drawdown date from August 31, 2025 to December 31, 2026. Amendment 2 would increase the federal grant award by \$18,285, for a total amount of \$400,000 and extends the project end date from December 31, 2026 to March 31, 2027. The increased amount will provide contingency for construction costs.

**Budget Impact:** The local match requirement is increasing by \$12,190, for a total of \$248,040. The City is providing local matching funds through a combination of staff labor costs for time spent working on the project, as well as stormwater funds for design costs. The City is projected to meet the additional local match requirements through staff labor costs, and no additional funding is required.

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

**Attachments:** Amendment 2 of EPD Section 319(h) FY 22 Grant

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



# GEORGIA

DEPARTMENT OF NATURAL RESOURCES

## ENVIRONMENTAL PROTECTION DIVISION

**Jeffrey W. Cown, Director**

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**EPD Director's Office**

2 Martin Luther King, Jr. Drive  
Suite 1456, East Tower  
Atlanta, Georgia 30334  
404-656-4713

Feb 24, 2026

Leah Harden  
City Clerk  
City of Statesboro  
50 E. Main Street  
Statesboro, GA 30458

RE: Offer for Amendment 2 to Section 319(h) FY22 Grant - Element 09 Contract  
City of Statesboro  
"Stream Restoration & GI/LID Retrofits in Little Lotts Creek Watershed"

Dear Leah Harden:

Attached to this email is an electronic file of an Amendment 2 to the Section 319(h) Grant contract with the City of Statesboro for the "Stream Restoration & GI/LID Retrofits in Little Lotts Creek Watershed" project.

Please arrange for Mayor Jonathan M. McCollar to use the SignNow feature in this email to sign and date Amendment 2 on the signature page. He may need to check email Junk and Spam folders for the SignNow invitation. Once signed and dated, SignNow will return all documents to GAEPD and the attention of your grant administrator, Mary E Gazaway, Nonpoint Source Program Grants Unit.

After inserting an electronic signature and date by my office, we will email you an electronic file of the fully executed Amendment 2. If you have any questions or concerns regarding the process or the Amendment, please contact Ms. Gazaway at [mary.gazaway@dnr.ga.gov](mailto:mary.gazaway@dnr.ga.gov) or 470-524-0556 (Zoom phone).

Regards,

*Jeffrey W. Cown*

Jeffrey W. Cown  
Director

JWC:meg

Enclosure (1 electronic Amendment 2 Offer Package)

Cc: Mayor Jonathan M. McCollar; Marcos Trejo Jr., Public Works Assistant Director; Robert Brown, Goodwyn Mills Cawood

**AMENDMENT 2**

**WITH**

**CITY OF STATESBORO**

**FOR**

**STREAM RESTORATION & GI/LID RETROFITS  
IN LITTLE LOTTS CREEK WATERSHED**

**SECTION 319(h) FY22 GRANT - ELEMENT 09**

THIS MODIFICATION made this 1st day of April 2026, to a pre-existing contract dated September 1, 2022, and previously amended on March 24, 2025, between the CITY OF STATESBORO hereinafter referred to as the “Contractor,” and the ENVIRONMENTAL PROTECTION DIVISION OF THE DEPARTMENT OF NATURAL RESOURCES, STATE OF GEORGIA, hereinafter referred to as the “Division.”

**WITNESSETH**

WHEREAS, the Contractor and the Division had previously entered into a contract on September 1, 2022, that was previously amended on March 24, 2025, (copies of which are attached) which they now desire to modify in certain particulars:

NOW, THEREFORE, it is mutually agreed that the attached contract shall be modified in the following manner:

1. In the NCTE Amendment 1 contract, For Item 3, Term; Time of Performance, delete date of December 31, 2026, and substitute in its place March 31, 2027.
2. In the contract, For Item 4, Compensation, delete the amount of THREE HUNDRED EIGHTY-ONE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS, (\$381,715) and substitute in its place FOUR HUNDRED THOUSAND DOLLARS (\$400,000).

3. In the NCTE Amendment 1 contract, for Appendix A, Scope of Work, delete the existing Appendix A: Scope of Work – Revision 1 and substitute in its place the attached Appendix A: Scope of Work – Revision 2 which extends the Project End Date and increases the federal grant award by \$18,285 and the nonfederal local match by \$12,190.
4. In the NCTE Amendment 1 contract, for Appendix B, Project Schedule, delete the existing Appendix B: Project Schedule – Revision 1 and substitute in its place the attached Appendix B: Project Schedule – Revision 2 which increases the total federal drawdown to \$400,000 and the total match accrued to \$248,040, extends the contract term by one additional quarter, and reallocates quarterly federal grant drawdown and match amounts.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof of like tenor and effect acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

**The Environmental Protection  
Division of the Department of  
Natural Resources, State of  
Georgia**

**City of Statesboro**

BY: \_\_\_\_\_

Jeffrey W. Cown  
Director

Date:

BY: \_\_\_\_\_

Jonathan M. McCollar  
Mayor

Date:



*City of Statesboro*  
***PUBLIC UTILITIES DEPARTMENT***

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*P.O. Box 348*  
*Statesboro, Georgia 30459*

*912.764.0693*  
*912.764.0928 (Fax)*

**To:** Jason Boyles, Assistant City Manager  
**From:** Matt Aycock, Director of Public Utilities  
**Date:** February 24, 2026  
**RE:** Rejection of Bids – Bruce Yawn Commerce Park Well

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to reject Bids for CIP Project #WWD-111: Bruce Yawn Commerce Park Well.

**Background:** City staff advertised for an invitation to bid for construction services for the installation of a new water well at the Bruce Yawn Commerce Park. This project was publicly and appropriately advertised.

Six (6) contractors attended the mandatory pre-bid conference on October 30, 2025. Bid opening was on December 18, 2025 with two (2) contractor bids submitted. The lowest bid received was from SCI Construction in the amount of \$3,351,250.00.

This total exceeds the allocated budget amount of \$1,500,000.00 as indicated in the FY 2025 Capital Improvements Program (CIP). Therefore, city staff recommends to reject these bids, consider options for cost savings, and re-advertise at later date.

**Budget Impact:** No impact to budget at this time.

**Council Person and District:** All

**Attachments:** Bid Tabulations

**BID ABSTRACT**

<b>BRUCE YAWN COMMERCE PARK WELL</b>				<b>SCI Construction, Inc.</b>		<b>Southern Civil, LLC</b>	
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>	<b>Bid Unit Price</b>	<b>Bid Amount</b>
Item No.	Description	Estimated	Unit	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
1.0	Site development at well house including clearing, grading, graded aggregate base, and fence, misc. items	1	LS	\$ 205,000.00	\$ 205,000.00	\$ 185,087.00	\$ 185,087.00
2.0	1,500 gpm Vertical Turbine Pump	1	LS	\$ 494,500.00	\$ 494,500.00	\$ 415,000.00	\$ 415,000.00
3.0	Well House including: ductile iron pipe, fittings, valves; chemical feed equipment; eye wash, shower, floor drain network, HVAC system and all other misc. items for a complete well house and pump	1	LS	\$ 835,000.00	\$ 835,000.00	\$ 731,000.00	\$ 731,000.00
4.0	Well casing and all misc. items for a complete well	1	LS	\$ 1,135,000.00	\$ 1,135,000.00	\$ 1,373,000.00	\$ 1,373,000.00
5.0	Well blowoff piping, fittings, valves, connection to EST drain line and splash pad discharge point assembly	1	LS	\$ 46,750.00	\$ 46,750.00	\$ 49,000.00	\$ 49,000.00
6.0	Emergency backup power generator including foundation and supports	1	LS	\$ 129,000.00	\$ 129,000.00	\$ 165,000.00	\$ 165,000.00
7.0	Installation, wiring, power pole, relocation of ESP light, antenna pole for SCADA, and plumbing for SCADA system	1	LS	\$ 14,000.00	\$ 14,000.00	\$ 350,000.00	\$ 350,000.00
8.0	SCADA Allowance	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00	\$ 220,000.00
9.0	Demolition of existing water main			\$ 11,000.00	\$ 11,000.00	\$ 1,000.00	\$ 1,000.00
10.0	Connection to existing water main from well house including piping, fittings, and valves			\$ 49,500.00	\$ 49,500.00	\$ 43,000.00	\$ 43,000.00
11.0	Erosion, Sedimentation, & Pollution Control BMPs and Maintenance	1	LS	\$ 16,500.00	\$ 16,500.00	\$ 5,000.00	\$ 5,000.00
12.0	Allowance to remove unsuitable material, dispose offsite, replace with approved off-site fill material	400	CY	\$ 75.00	\$ 30,000.00	\$ 50.00	\$ 20,000.00
13.0	Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, remove and replace trees and fence as needed, mobilization, clean-up, insurance, bonds, and other miscellaneous items not specifically listed but necessary for a complete job	1	LS	\$ 165,000.00	\$ 165,000.00	\$ 184,000.00	\$ 184,000.00
<b>Bid Total</b>				\$ 3,351,250.00		\$ 3,741,087.00	
<b>MFBE Participation (%)</b>				6		50	
<b>5% Bid Bond</b>				Submitted		Submitted	
<b>Addendum No. 1, 2, 3, &amp; 4</b>				Acknowledged		Acknowledged	

I certify that this is a correct Abstract of Bids received November 13, 2025.



Evan Bennett, P.E.

**HUSSEY GAY BELL**

# Bid Tabulation Bruce Yawn Well

SCI Construction Inc	\$3,351,250.00
Southern Civil	\$3,741,087



*City of Statesboro*  
**PUBLIC UTILITIES DEPARTMENT**

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*P.O. Box 348  
Statesboro, Georgia 30459*

*912.764.0693  
912.764.0928 (Fax)*

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

**From:** Matt Aycock, Public Utilities Director

**Date:** 2-24-2026

**RE:** Change Order #3, 2024 Sanitary Sewer Rehabilitation project, with Southeast Pipe Survey, Inc.

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to approve Change Order #3 in the amount of \$109,320.00, to Southeast Pipe Survey, Inc. to be paid for with funds included in CIP projects #WWD 14, 187, and 188.

**Background:** In December of 2024, Council approved to award the contract for the 2024 Sanitary Sewer Rehabilitation project to Southeast Pipe Survey, Inc. in the amount of \$609,467.50 with approval to spend up to \$1,200,000 for additional sewer rehabilitation in areas of immediate concern. This project involves sewer main pipe lining with Cured in Place liners, and also adding liners to the inside of the associated manholes within the project area as part of the City's ongoing efforts to reduce ground water infiltration into the sewer system.

During the initial cleaning and inspection, it was discovered that a section of sewer main along East Main Street at the intersection with Northside Drive was damaged to the point that a sewer liner could not be repaired and required replacement. In order to rehabilitate this section of sewer main, the only viable option is to replace it using a pipe bursting method. Because this intersection is within a high traffic area and along a GDOT roadway, this method of replacement allows for less traffic control measures. Additionally, a section of sewer line along Fair Road was damaged to the point that a sewer liner could not be repaired and required replacement. This damaged section will need to be excavated and replaced.

This additional work is outside the scope of the original project. We recommend approval of this change order in the amount of \$109,320.00 to restore these sewer mains.

**Budget Impact:** The total project cost will increase from \$1,206,341.23 to \$1,315,661.23. The work will be paid from Operating Income.

**Council Person and District:** All

**Attachments:** Change order #3

**CHANGE ORDER NO.: 03**

Owner: City of Statesboro  
 Engineer: Hussey Gay Bell  
 Contractor: Southeast Pipe Survey, Inc.  
 Project: 2024 Sanitary Sewer Rehabilitation

Effective Date of Change Order:

Date Issued: 02/23/2026

/ /

Description: Adjustments to the scope of work include all labor, equipment, and materials necessary for excavating and completing a point repair to the existing sanitary sewer main on Fair Road near the Cookout restaurant. This is necessary due to a pipe failure, which cannot be repaired by lining the pipe. The scope of work also includes a 180 linear foot 8" pipe burst at the intersection of Northside Drive and East Main Street. The section of existing pipe to be burst cannot be repaired by lining the pipe, and due to heavy traffic volume, open excavation for point repair is not a viable option. The scope of work will also include traffic control measures. Proposals from Southeast Pipe Survey, Inc. are attached below.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>609,467.50</u>	Original Contract Times: Substantial Completion: <u>09/25/2025</u> Ready for final payment: <u>10/25/2025</u>
<b>[Increase]</b> from previously approved Change Orders No. 1 to No. <b>[Number of previous Change Order]</b> : \$ <u>596,873.73</u>	<b>[Increase] [Decrease]</b> from previously approved Change Orders No.1 to No. <b>[Number of previous Change Order]</b> : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$ <u>1,206,341.23</u>	Contract Times prior to this Change Order: Substantial Completion: <u>09/25/2025</u> Ready for final payment: <u>10/25/2025</u>
<b>Increase</b> this Change Order: \$ <u>109,320.00</u>	<b>Increase</b> this Change Order: Substantial Completion: <u>218</u> Ready for final payment: <u>218</u>
Contract Price incorporating this Change Order: \$ <u>1,315,661.23</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>05/01/2026</u> Ready for final payment: <u>05/31/2026</u>

Recommended by Engineer

Accepted by Contractor

By: Evan A. Bennett, P.E.  
 Title: Director of Water & Wastewater  
 Date: February 23, 2026

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Authorized by Owner

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Quote #: Q250213

<b>Quote To:</b>	<b>Date:</b>	<b>Job Name:</b>
Evan Bennett	February 17, 2026	2024 Sanitary Sewer Rehabilitation
Hussey Gay Bell		Point Repair - Cookout
329 Commercial Drive		
Savannah, GA 31406		
912-657-5503		
<a href="mailto:ebennett@husseygaybell.com">ebennett@husseygaybell.com</a>		

Bid Item	Description	Qty	UOM	Unit Price	Bid Price
170	Point Repair - Cookout	1	LS	\$43,800.00	\$43,800.00
					\$0.00
	Labor (including mobilization)	1	LS	\$16,945.00	\$16,945.00
	Equipment	1	LS	\$9,950.00	\$9,950.00
	Material	1	LS	\$1,955.00	\$1,955.00
	Pavement Repair	1	LS	\$14,950.00	\$14,950.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				<b>Total:</b>	\$43,800.00

**Scope of Work:** Southeast Pipe Survey, Inc. ("SPS") to provide all labor, equipment, and materials to perform the work described above except for the items to be provided by Client and exclusions as noted below.

**Client to Provide:**

- All Rights of Entry
- Access to water at no charge to SPS                      Access to water at a rate not to exceed \$ \_\_\_\_\_ per gallon
- Access to dumpsite at no charge to SPS for debris removed from pipe
- ~~Traffic Control - If more than signs and cones~~

**Exclusions:**

- Point Repairs
- Ground water pumping

**PROJECT INFORMATION**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Is project Federally funded?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Is Certified Payroll required?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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**IMPORTANT: IF THIS IS A FEDERALLY FUNDED PROJECT OR IF PROJECT REQUIRES CERTIFIED PAYROLL, PLEASE ATTACH COPY OF**

Client/Company Name: \_\_\_\_\_

Billing/Physical Address: \_\_\_\_\_

Billing Rep. Name/Phone #/Email: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Acceptance of Proposal - The prices, specifications, and conditions contained herein are satisfactory and are hereby accepted. Client authorizes SPS to perform the work as specified.



#### Summary of Terms:

- Expiration:** This proposal shall expire 30 days from the quote date unless extended in writing by SPS.
- Quality:** All materials are guaranteed to be as specified. All work to be completed in a workmanlike manner according to industry standard practices.
- Expectations:** This quote is based on the timely cooperation of the Client and its advisors and also the avoidance of unknown circumstances during the engagement. To the extent that timing delays or unforeseen circumstances might cause additional costs, SPS will discuss the matter with the Client to negotiate a price adjustment prior to SPS incurring any additional cost.
- Dead Time:** If a crew deployed to the job site cannot perform work due to delays caused by others or for circumstances beyond SPS control, SPS shall be permitted to charge for its stand-by time at an hourly rate of \$500 for each deployed CCTV crew and \$675.00 for each deployed CIPP crew.
- Additional Mobilizations:** The above prices include one mobilization charge for the entire job, however, if additional mobilizations are required due to unknown circumstances or timing delays outside of SPS's control, SPS shall be permitted to bill for each additional mobilization at the quoted rate.
- Changes:** Any changes from this quote will require written Client and SPS approval and any changes involving extra manhours or other charges orders will necessitate an extra charge over and above this quote.
- Billing Terms:** Invoices will be issued monthly as segments are completed and ready for inspection. Amounts will be based on actual field measurements from center of manhole to center of manhole.
- Payment Terms:** Payment in full is due within 30 days of each invoice date and SPS will NOT be subject to retainage. Any invoices not paid within 30 days from invoice date will accrue interest at a rate of 1.5% per month on the unpaid balance.

Southeast Pipe Survey, Inc. appreciates the opportunity to quote this project. If you have any questions, please call Clay Herrin at 912-647-2847 ext 227.

Please email signed quote to [clay@southeastpipe.com](mailto:clay@southeastpipe.com) or fax to 912-647-2869

\*Note: If this project is Federally Funded, all information must be provided to Southeast Pipe Survey, Inc. before work proceeds.





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