



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

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Recognitions/Public Presentations:
  - A) Presentation of a proclamation recognizing March 16-20, 2026 as Government Finance Professionals week.
  - B) Presentation of a retirement award to Captain Christopher Moore in the Statesboro Fire Department who is retiring effective April 1, 2026 after 25 years of dedicated service.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 03-03-2026 Council Minutes
    - b) 03-03-2026 Executive Session Minutes
6. Public hearing and consideration of a motion to approve **APPLICATION V 26-02-01**: Roy Patel requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Woodford Lane and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 85 feet for a new hotel fronting Woodford Lane (Tax Parcel # MS42000007 005).
7. Public hearing and consideration of a motion to approve **APPLICATION V 26-02-02**: Town Center Statesboro LLC requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Eddie Rushing Road and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 75 feet for a new hotel fronting Eddie Rushing Road (Tax Parcel # MS63000026 032).
8. Public hearing and consideration of a motion to approve **RESOLUTION 2026-10**: A Resolution authorizing the submission of an application to the Department of Community Affairs for the Community Development Block Grant.
9. 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)
  - Gators & Gypsies LLC
  - Owner: Gators & Gypsies LLC
  - 19 E. Vine St., Bldg A
  - License Type: Bar

10. Consideration of a motion to approve **Resolution 2026-11**: A Resolution authorizing the Mayor to execute documents necessary to convey a segment of City right-of-way along Savannah Avenue to S&K Investments in exchange for a segment of real property along Old Register Road.
11. Consideration of a motion to approve **Resolution 2026-12**: A Resolution approving application for the 2026 Cigarette Litter Prevention & Recycling Program Grant through Keep America Beautiful. No matching funds are required.
12. Consideration of a motion to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with HDM Enterprises, Inc.
13. Consideration of a motion to approve a 30-year ground lease at the Statesboro-Bulloch County Airport with Statesboro Airport JV, LLC.
14. Consideration of a motion to approve a contract amendment with Lavender & Associates, Inc. for \$20,622.38 to cover additional work on ENG-141 Whitesville Park, to be funded by ARPA funds.
15. Consideration of a motion to award a contract to The Charles Machine Works, Inc for the purchase of a Ditch Witch RT45B Trencher per Sourcewell cooperative purchasing contract in the amount of \$76,874.88. This item to be purchased with funds approved in the 2026 CIP Budget, item #NGD-48, funded by system revenues.
16. Public Comments (General)
17. Other Business from City Council
18. City Managers Comments
19. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
20. Consideration of a Motion to Adjourn

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

## *Designating the Third week of March as Government Finance Professionals Week*

- WHEREAS:** government finance professionals perform essential services that ensure the effective, transparent, and responsible management of public funds for the benefits of residents throughout the State of Georgia; and
- WHEREAS:** government finance professionals serve their communities through their expertise in budgeting, accounting, treasury management, procurement, debt administration, auditing, fiscal reporting, and long-range financial planning, thereby supporting the lawful and efficient operation of state, county, and municipal governments; and,
- WHEREAS:** these dedicated professionals uphold the highest standards of ethics, integrity, accuracy, and accountability, fostering public trust and safeguarding the fiscal health of local government institutions; and
- WHEREAS:** the Georgia Government Finance Officers Association (GGFOA) represents finance professionals statewide and advances excellence in government financial management through education, training, and leadership development; and
- WHEREAS:** GGFOA and its member jurisdictions have established and sponsored Government Finance Professionals Week to acknowledge and celebrate the contributions of public finance professionals, and to increase awareness of the vital financial services they provide that benefits all Georgians; and
- WHEREAS:** it is fitting and proper to recognize, honor, and express appreciation for the dedication, professionalism, and public service of government finance professionals whose expertise supports the fiscal stability and long-term success of Georgia's local governments;

**NOW, THEREFORE I,** Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the third week of March 2026 as:

### ***GOVERNMENT FINANCE PROFESSIONALS WEEK***

In Statesboro and encourage all residents, elected officials, and community organizations to join in recognizing and expressing appreciation for the dedicated government finance professionals across our community and the state of Georgia.

**IN WITNESS WHEREOF,** I have set my hand and caused the Seal of the City of Statesboro to be affixed this 17<sup>th</sup> day of March, 2026.

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Jonathan McCollar, Mayor



CITY OF STATESBORO  
COUNCIL MINUTES  
JANUARY 20, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

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

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	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. Public Comments (Agenda Item): None**

**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.**

A motion was made to approve consent agenda item A.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember Tangie Johnson

**SECONDER:**

Councilmember Ginny Hendley

**AYES:**

Johnson, Chavers, Hendley, Riggs, Barr

**ABSENT:**

A motion was made to approve consent agenda item B.

<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>	

**5. Public hearing and consideration of a motion to approve application of 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**

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

A motion was made to open the public hearing.

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

No one spoke for or against the application.

A motion was made to close the public hearing.

<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>	

A motion was made to approve the application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13(a), issued to Blue Mile Catering, Owner(s): Blue Mile Catering LLC,,Location: 434 South Main Street, License Type: Low Volume.

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

**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 the related documents and providing assurances of compliance.**

A motion was made 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 the related documents and providing assurances of compliance.

<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. 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 in the South Main Tax Allocation District.**

Mayor Pro Tem Shri Barr expressed interest in meeting the owner and requested that at a future meeting for staff to provide a review of existing TADs, their status, and how folks can access those funds. Mayor McCollar suggested this could be a work session topic.

Smith Matthews, representing the project with his brother, came forward to address council. He thanked council for the opportunity to do business in Statesboro, including the zoning change to allow the distillery and the sale of the small piece of property for the handicap ramp. He described the TAD assistance program as amazing and said it would help them complete the project properly. Matthews noted they have faced many challenges renovating the historic building and dealing with financing complexities, but the TAD opportunity would help push them over the finish line. He expressed gratitude and looked forward to being a great business for downtown Statesboro.

Council allowed Matthews to give a presentation about the project. He showed renderings of the old United Appliance building renovation, explaining that TAD funds would go toward the exterior appearance of the building.

Matthews described their existing Savannah location, which has been in business for almost six years. He explained their vision of supporting local farms, making everything on-site from scratch, and being community-based. The Statesboro location will be a wood-fired pizza place with brewery and distillery, with all food made in-house.

The TAD support will enable extensive renovation of the historic warehouse. The funds would be used to modernize exterior lighting, stucco and masonry repairs, decorative fencing and handrails, window and door canopies, roof upgrades, new exterior doors and windows, paint, and sidewalk improvements that would extend the planned streetscape improvements around the corner down West Vine Street.

Matthews described several challenges they've faced: building appraisal came in lower than expected, reducing their lending capacity; structural issues including a poorly designed beam; delays with state financing (taking 8-9 months instead of the quoted 4 weeks); and expensive environmental assessments to ensure no contamination from old dry cleaning operations in the area.

Mathews stated the project is currently under construction with a projected opening of August or September.

A motion was made 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 in the South Main Tax Allocation District.

<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>	

**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.**

A motion was made to approve Amendment 2 to the Environmental Protection Division Section 319(h) FY 22 Grant for stream restoration in Little Lotts Creek watershed.

<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>	

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

A motion was made to approve the rejection of bids for CIP Project #WWD-111: Bruce Yawn Commerce Park Well.

<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>	

**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.**

A motion was made 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.

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

**11. Public Comments (General): None**

**12. Other Business from City Council: None**

**13. City Managers Comments:**

City Manager Charles Penny announced that the March Work Session will not be held due to the Mayor and Council retreat scheduled for March 20 - 21 in Augusta.

Mr. Penny recognized two city employees Sad'e Canty and Krista Cooper for their exceptional customer service. We received two correspondence from citizens praising their exceptional service. He also commended the IT Department for their quick identification and resolution of a recent hardware failure.

Mr. Penny highlighted the recent Arbor Day event, thanking the Tree Board and all participants. Additionally he noted that the second phase of Bryant's landing is underway. A letter of support will be submitted for the third phase, which would add an addition 50 affordable housing units if the tax credits are approved.

Mr. Penny concluded his report with recognition of the Finance Department for its excellence in financial reporting. A presentation will be held at the next Council Meeting recognizing March 16th-20th as Public Finance Professionals Week.

**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).**

At 9:24 am a motion was made to enter into executive session for discuss real estate in accordance with O.C.G.A. 50-14-3(b).

<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>	

At 9:33 am a motion was made to exit executive session.

<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>	

**15. 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 Tangie Johnson
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

The meeting was adjourned at 9:34 a.m.

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

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

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** Justin Williams, Director of Planning & Development

**Date:** March 10, 2026

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

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

**Recommendation:** Planning Commission Recommends Approval of V 26-02-01.

**Background:** Roy Patel requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Woodford Lane and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 85 feet for a new hotel fronting Woodford Lane (Tax Parcel # MS42000007 005).

**Budget Impact:** None

**Council Person and District:** District 2 (Chavers)

**Attachments:** Development Services Report – V 26-02-01



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

<b>V 26-02-01 ZONING VARIANCE REQUEST</b>	
<b>LOCATION:</b>	Woodford Lane and Veterans Memorial Parkway
<b>PETITIONER/REPRESENTATIVE</b>	BPR Veterans Parkway LLC/ Roy Patel
<b>EXISTING ZONING:</b>	MX (Mixed-Use District)
<b>PROPOSED ZONING:</b>	N/A
<b>OVERLAYS/DISTRICTS:</b>	N/A
<b>FUTURE LAND USE CLASSIFICATION</b>	Activity Centers/ Regional Centers
<b>TOTAL ACRES:</b>	4.36-acres (189,921.60sq ft)
<b>PARCEL TAX MAP #:</b>	MS42000007 005
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Vacant
<b>VARIANCE REQUEST(S):</b>	Variance from the UDC Section 2.2.9-MX (Mixed Use District) Table-B- Dimensional Standards

**Planning Commission: March 3, 2026**

**City Council: March 17, 2026**

## **STAFF/PLANNING COMMISSION RECOMMENDATION**

**V 26-02-01 CONDITIONAL APPROVAL**

## DETAILED DISCUSSION

### HISTORY

The property was once home to the Great Southern Sawmill which at one time occupied about 33-acres at this location. A 1972 historic map shows Great Southern Sawmill at its full expansion. Sometime between 1993 and 2007 the sawmill was no longer an active business according to historic maps and by 2019 the site was cleared of all buildings.

According to the Tax Assessor website, the property was purchased by BPR Veterans Parkway LLC in 2022. It was previously owned by Continental Land LLC, who 2019 had the property annexed to into the City (AN 19-04-02 and RZ 19-04-03).

### REQUEST

The petitioner is requesting a variance from Section 2.2.9 – Table 2.2.9-B Dimensional Standards for MX (Mixed-Use District), which requires a twenty-five (25) foot maximum building setback. The proposed project for a new building, with eighty-five (85) feet setback, to allow parking to be accommodated in the front of the building.

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

# Location Map



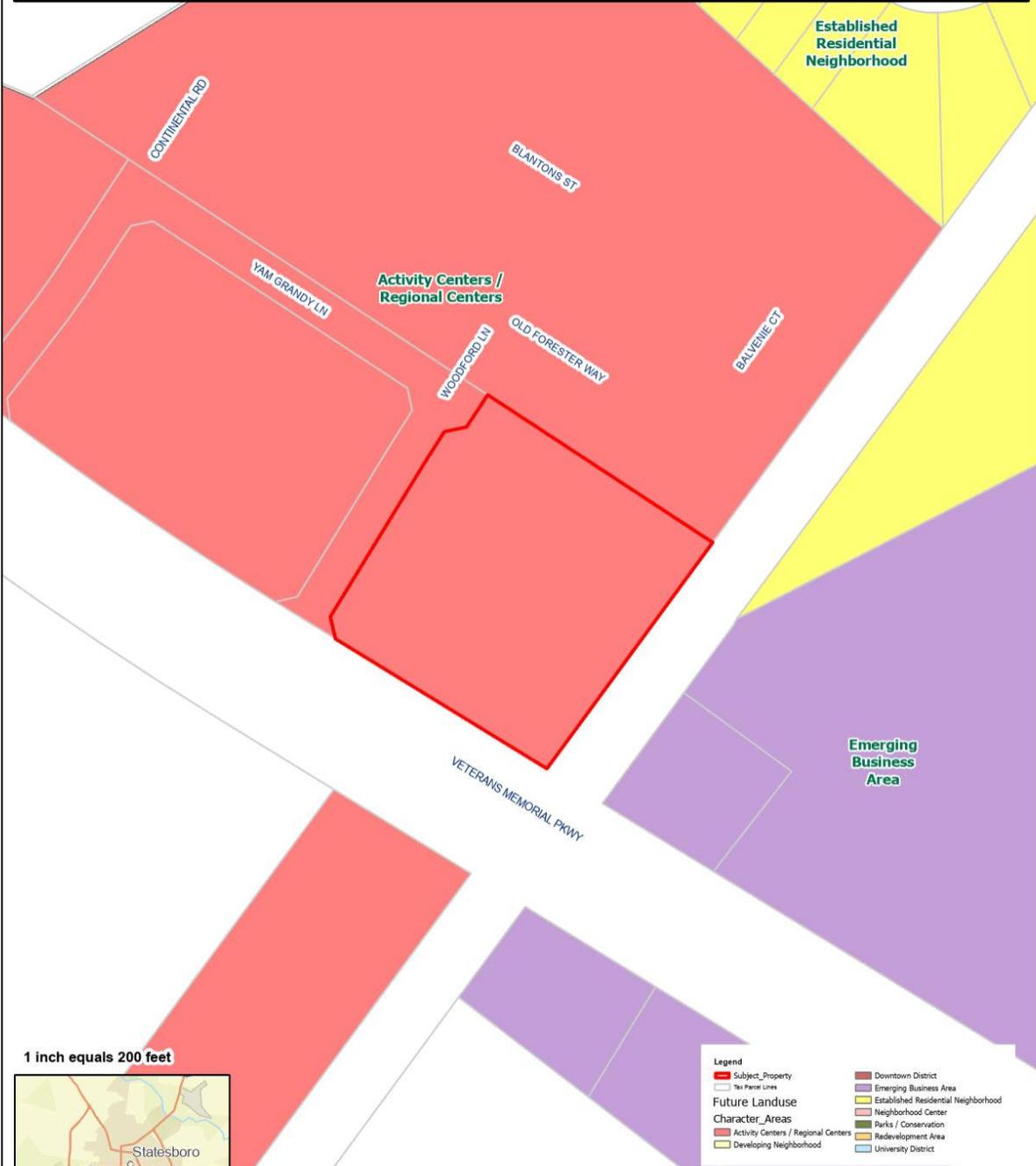
Veterans Memorial Parkway  
Parcel: MS42000007 005



Case # V 26-02-01

Veterans Memorial Parkway  
Parcel: MS42000007 005

# Future Land Use Map



1 inch equals 200 feet



Legend	
	Subject_Property
	Tax Parcel Lines
Future Landuse	
	Activity Centers / Regional Centers
	Developing Neighborhood
	Emerging Business Area
	Established Residential Neighborhood
	Neighborhood Center
	Parks / Conservation
	Redevelopment Area
	University District
	Downtown District

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

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



Case # V 26-02-01

Veterans Memorial Parkway  
Parcel: MS42000007 005

# Zoning Map



SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-2 (Townhouse Residential District)	Townhouses
Northeast	R-4 (High Density Residential District)	Apartments
East	HOC (Highway Oriented Commercial District)	Vacant/ Car Dealership
Northwest	R-2 (Townhouse Residential District)	Townhouses
Southeast	MX (Mixed-Use District)	Various businesses
South	MX (Mixed-Use District)	Storage Facility
Southwest	Bulloch County - Highway Commercial	Bulloch County
West	HOC (Highway Oriented Commercial District)	Car Dealership

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	4.36-acres (189,921.60sq ft)
Lot	423 X 435 vacant lot fronting Woodford Lane.
Flooding	There are no flood plains or flood way on the lot or nearby.
Wetlands	There are no wetlands on the lot. However, to the northeast there are wetlands.
Easements	There is a utility easement on Veteran Memorial Parkway ROW. Additionally, there is a sewer and utility easement on the eastside of the property along the Norfolk-Southern Railroad ROW.

SITE DESIGN DETAILS	
UDC Section 2.2.9-MX (Mixed Use District) Table-B- Dimensional Standards	
<b>Required:</b>	<b>Proposed:</b>
Max building setback twenty-five (25) feet	85 Feet building setback



## STAFF SUMMARY AND ANALYSIS

The petitioner is requesting a variance from UDC Section 2.2.9 – Table 2.2.9-B Dimensional Standards of the max building setback of twenty-five (25) feet to a 85-foot building setback, to allow a parking to be accommodated in the front of the new hotel and restaurant that are proposed on the project site.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Activity Centers/ Regional Centers,” which is an area where primarily dominated by auto-oriented and large surface parking lots. The area may evolve overtime into pedestrian oriented shopping, office, and entertainment places.

The request is consistent with the comprehensive plan and the City of Statesboro development patterns. This specific area is dominated by businesses to service motorists and is aligned with the character of the area.

### **ENVIRONMENTAL SITE ANALYSIS**

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

### **COMMUNITY FACILITIES AND TRANSPORTATION**

Property is to be connected to city utilities.

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

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

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

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

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

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

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

Analysis: No, petitioner may use the property with allowed setback as stated in the UDC. However, the applicant would have to redesign which may cause issue with parent company design standards.

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

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

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

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

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



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



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



Subject property: view of the property from ROW on Woodford Lane, facing south.



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



View of the property to southeast of the subject property, facing southeast.



View of the property to the south of the subject property, facing south.

## STAFF/PLANNING COMMISSION RECOMMENDATION

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

1. Approval of the variance does not grant the right to alter the building without appropriate permitting.
2. Upon subdivision of the property, the allotted setback may apply to southern parcel.

At the regularly scheduled meeting of the Planning Commission on March 3, 2025, the Commission recommended approval of the request and staff conditions with a 6-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Director of Planning & Development

**Date:** March 10, 2026

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

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

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

**Background:** Town Center Statesboro LLC requests a Variance from UDC Section 2.2.9- MX Table – B Dimensional Standards for a property located at corner of Eddie Rushing Road and Veterans Memorial Parkway, to allow for an increase of the setback from 25 feet to 75 feet for a new hotel fronting Eddie Rushing Road (Tax Parcel # MS63000026 032).

**Budget Impact:** None

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

**Attachments:** Development Services Report – V 26-02-02



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

<b>V 26-02-02 ZONING VARIANCE REQUEST</b>	
<b>LOCATION:</b>	Eddie Rushing Road
<b>PETITIONER/REPRESENTATIVE</b>	Jay Patel (Town Center Statesboro LLC)/ Dan Fischer (EMC Engineering Services, INC)
<b>EXISTING ZONING:</b>	MX (Mixed-Use District)
<b>PROPOSED ZONING:</b>	N/A
<b>OVERLAYS/DISTRICTS:</b>	N/A
<b>FUTURE LAND USE CLASSIFICATION</b>	Activity Centers/Regional Centers
<b>TOTAL ACRES:</b>	1.75-acres (76,230 sq ft)
<b>PARCEL TAX MAP #:</b>	MS63000026 032
<b>COUNCIL DISTRICT:</b>	District 3 (Hendley)
<b>EXISTING USE:</b>	Vacant
<b>VARIANCE REQUEST(S):</b>	Variance from the UDC Section 2.2.9-MX (Mixed Use District) Table-B- Dimensional Standards

**Planning Commission: March 3, 2026**

**City Council: March 17, 2026**

## **STAFF/PLANNING COMMISSION RECOMMENDATION**

**V 26-02-02 CONDITIONAL APPROVAL**

## DETAILED DISCUSSION

### HISTORY

Based on historic maps this parcel and the surrounding area was a farm. With the construction of Veterans Memorial Parkway, the surrounding area has maintained its rural look. Starting from the late 1990s and into the early 2000s the area began its transition from rural to an urban, commercial district.

Town Center Statesboro LLC purchased the property in March of 2025.

### REQUEST

The petitioner is requesting a variance from Section 2.2.9 – Table 2.2.9-B Dimensional Standards for MX (Mixed-Use District), which requires a twenty-five (25) foot maximum building setback. The proposed project is for a new building, with a seventy-five (75) foot setback, to allow parking to be accommodated in the front of the building.

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

# Location Map



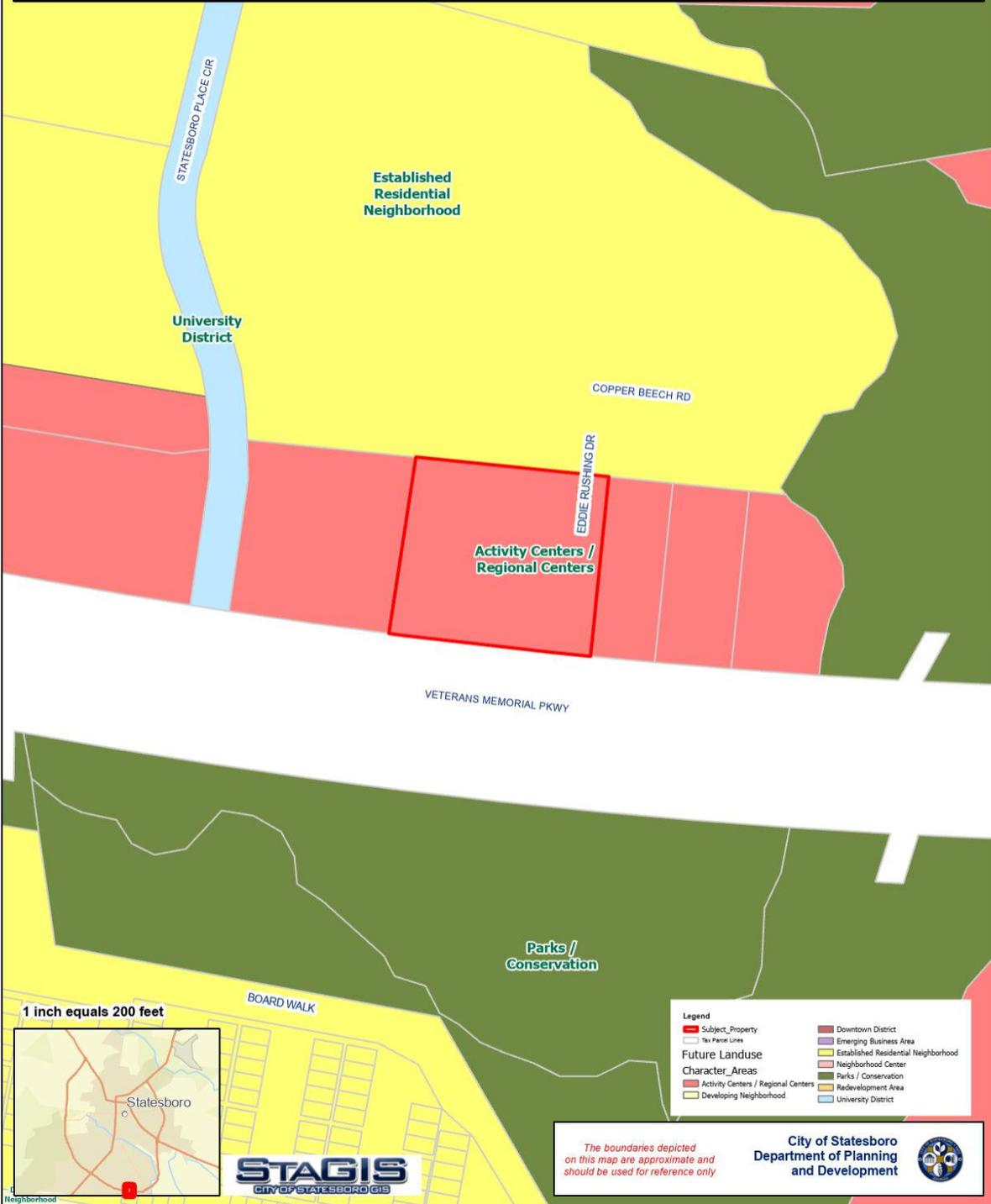
Eddie Rushing Drive  
Parcel: MS63000026 032



Case # V 26-02-02

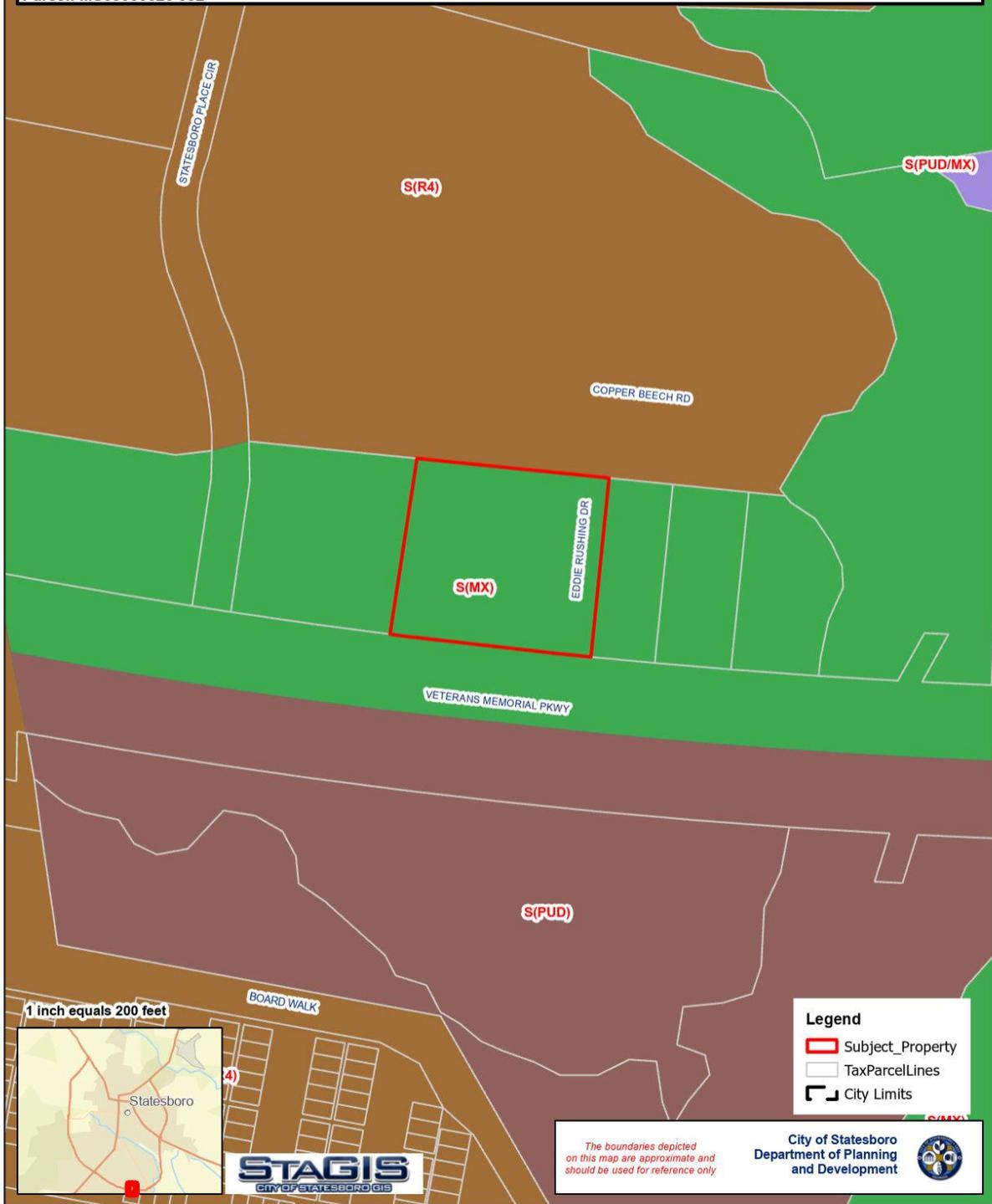
Eddie Rushing Drive  
Parcel: MS63000026 032

# Future Land Use Map



Case # V 26-02-02  
Eddie Rushing Drive  
Parcel: MS63000026 032

# Zoning Map

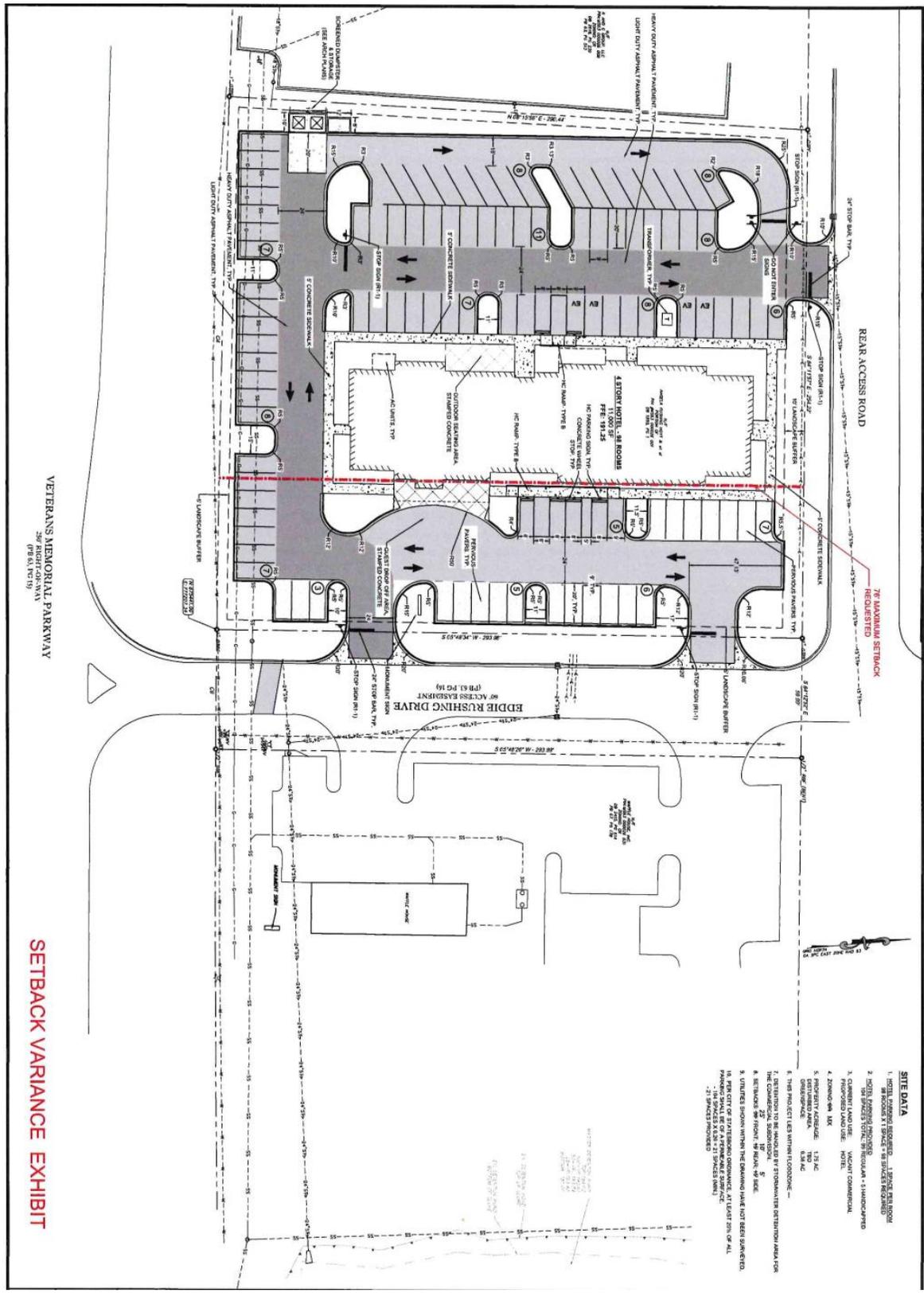


SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-4 (High Density Residential District)	Apartments
Northeast	R-4 (High Density Residential District)	Apartments
East	MX (Mixed-Use District)	Restaurant
Northwest	R-4 (High Density Residential District)	Apartments
Southeast	PUD (Planned Unit Development)	Vacant
South	PUD (Planned Unit Development)	Vacant
Southwest	PUD (Planned Unit Development)/R-4 (High Density Residential District)	Vacant/ Apartments
West	MX (Mixed-Use District)	Restaurant

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	1.75-acres (76,230 sq ft)
Lot	283 x 284.5 vacant lot fronting Eddie Rushing Lane
Flooding	There are no flood plains or floodway on the lot or nearby.
Wetlands	There are wetlands on the lot.
Easements	There are no easements on the property.

SITE DESIGN DETAILS	
UDC Section 2.2.9 -MX (Mixed Use District) Table B- Dimensional Standards	
<b>Required:</b>	<b>Proposed:</b>
Max building setback twenty-five (25) feet	75 feet building setback

# Concept Plan



VETERANS MEMORIAL PARKWAY  
25' RIGHT-OF-WAY  
(P&S PG. 15)

SETBACK VARIANCE EXHIBIT

- SITE DATA**
1. PARCEL AREA: 1.87 AC. (80,800 SQ. FT.)
  2. ZONING: M-1 (MUNICIPAL OFFICE)
  3. PROPERTY ADDRESS: 175 N. GLENN ST., CHICAGO, IL 60642
  4. ZONING MAP REFERENCE: CHICAGO ZONING MAP
  5. PROPERTY OWNER: [REDACTED]
  6. PROJECT DESCRIPTION: [REDACTED]
  7. PROJECT AREA: 1.75 AC.
  8. PROJECT AREA: 1.75 AC.
  9. PROJECT AREA: 1.75 AC.
  10. PROJECT AREA: 1.75 AC.
  11. PROJECT AREA: 1.75 AC.
  12. PROJECT AREA: 1.75 AC.
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  16. PROJECT AREA: 1.75 AC.
  17. PROJECT AREA: 1.75 AC.
  18. PROJECT AREA: 1.75 AC.
  19. PROJECT AREA: 1.75 AC.
  20. PROJECT AREA: 1.75 AC.
  21. PROJECT AREA: 1.75 AC.

## STAFF SUMMARY AND ANALYSIS

The petitioner is requesting a variance from UDC Section 2.2.9 – Table 2.2.9-B Dimensional Standards of the max building setback of twenty-five (25) feet to a 75-foot building setback, to allow a parking lot to be accommodated in the front of the new hotel and restaurant that are proposed on the project site.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Activity Centers/ Regional Centers,” which is an area where primarily dominated by auto-oriented and large surface parking lots. The area may evolve overtime into pedestrian oriented shopping, office, and entertainment places.

The request is consistent with the comprehensive plan and the City of Statesboro development patterns. This specific area is dominated by businesses to service motorists and is aligned with the character of the area.

### **ENVIRONMENTAL SITE ANALYSIS**

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

### **COMMUNITY FACILITIES AND TRANSPORTATION**

Property is connected to city utilities.

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

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

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

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

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

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

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

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

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

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

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

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

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



Subject property: view of the property from ROW on the corner of Eddie Rushing Road and Veterans Memorial Parkway, facing northwest.



Subject property: view of the property from ROW on Eddie Rushing Road, facing west.



Subject property: view of the property looking north from ROW on Eddie Rushing Road, facing north.



Subject property: view of the property looking southwest from ROW on Eddie Rushing Road, facing southwest.



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



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



View of the property south of the subject property from the ROW on Veterans Memorial Parkway, facing south.

## STAFF/PLANNING COMMISSION RECOMMENDATION

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

1. Approval of the variance does not grant the right to alter the building without appropriate permitting.
2. Eddie Rushing Road may be subdivided to allow for dedication to the City as a public road.

At the regularly scheduled meeting of the Planning Commission on March 3, 2025, the Commission recommended approval of the request and staff conditions with a 6-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Director of Planning & Development

**Date:** March 10, 2026

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

**Policy Issue:** *Community Development Block Grant: Resolution 2026-10*

**Recommendation:** Staff Recommends Approval of Resolution 2026-10, to allow for an application to the Department of Community Affairs for the Community Development Block Grant.

**Background:** As per the requirements of DCA, City Council must pass a resolution approving the submission of a Community Development Block Grant. There is at least one required Public Hearing for this approval, but staff has conducted an additional public meeting regarding this project.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Resolution 2026-10

**Resolution 2026-10: A RESOLUTION TO AUTHORIZE 2026  
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE CITY  
OF STATESBORO, GEORGIA**

**WHEREAS**, the governing body of the City of Statesboro authorizes the filing of a 2026 Community Development Block Grant (CDBG) application to the Georgia Department of Community Affairs (DCA), including all understandings and assurances contained therein; and

**WHEREAS**, the governing body directs and authorizes the Mayor to act in connection with the application and to provide such additional information as may be required; and

**WHEREAS**, the City of Statesboro has provided citizens an adequate opportunity to participate in the development of the CDBG application by implementing a Robust Citizen participation process to include holding a well-advertised public hearing in the locality before submission of the application; and

**WHEREAS**, the City of Statesboro presides over public infrastructure services within the city limits; and

**WHEREAS**, the City of Statesboro is absolutely committed to the success of its Roundtree-Church Infrastructure Improvements CDBG 2026 application and will implement the public infrastructure activities in accordance with federal and state requirements. Furthermore, the City of Statesboro will devote the local resources necessary to ensure that its 2026 CDBG project is a success; and

**NOW, THEREFORE BE IT RESOLVED** that the City of Statesboro hereby authorizes the application for a FY 2026 CDBG, for the purpose of providing public infrastructure improvements to the Roundtree-Church CDBG target area and hereby delegates to the Mayor authority to execute all documents necessary to apply for and obtain the CDBG.

Adopted this 17th day of March 2026 at the Regular Meeting of the Statesboro City Council.

---

By: Jonathan McCollar, Mayor

---

Attest: Leah Harden, Statesboro City Clerk

# CITY OF STATESBORO

## COUNCIL

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Paulette Chavers, District 2  
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Jonathan McCollar, Mayor  
Charles Penny, City Manager  
Leah Harden, City Clerk  
Cain Smith, City Attorney

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

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

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

**Date:** March 10, 2026

**RE:** Gators & Gypsies LLC

**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:** Tangie Johnson, District 1

**Attachments:** Application and Department Approvals

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

RECEIVED  
MAR 05 2023

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: Gators + Gypsies LLC  
D/B/A Name

2. Applicant's Name: Gators + Gypsies LLC  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 19 E Vine St. BLDG A  
Statesboro, GA 30458-7105

4. Business mailing address: 318 Savannah Ave  
Statesboro, GA 30458

5. Local business phone number: 912-801-2503

Corporate office phone number: 912-801-2503

6. Name of Manager: Virginia Herdley (Ginny Herdley)  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912-801-2503

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

9. Address of manager: 318 Savannah Ave Statesboro, GA 30458

10. Purpose of application is:

New Business  New Owner

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

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

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

\_\_\_\_\_

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

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

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

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

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

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

\_\_\_\_\_

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

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

Name & address of partnership, LLC, or LLP: Gabris + Gypsies LLC

\_\_\_\_\_

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

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

\_\_\_\_\_

15. Members of LLC and/or partners:

Full Legal Name: Virginia Herdley (Ginn) Phone #: 912-801-2503

Home Address: 318 Savannah Ave  
Statesboro, GA 30758

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

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

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

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

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

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

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

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

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:

A + A BORO PROPERTIES LLC  
19 E VINE ST. BUILDING A 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:

A + A BORO PROPERTIES  
Leased for 19 E VINE ST BUILDING A,  
HOME 314 SAVANNAH AVE STATESBORO, GA 30458

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

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

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

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

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

If anyone connected with this business is not a US Citizen, can they legally be employed in the United States?  
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? NO

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

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

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? NO  
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? NO  
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? \_\_\_\_\_  
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, Virginia Hendley, 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.

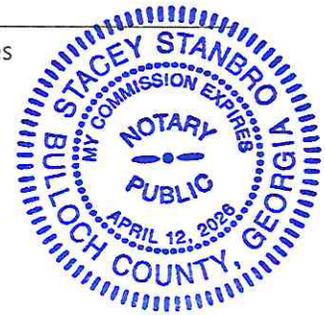
Virginia Hendley  
Print full name as signed below

[Signature] Signature of applicant      owner Title      3/5/26 Date

Sworn and subscribed before me this 5 day of March, 2026.

[Signature]  
Notary Public

4/12/26  
My commission expires



Calculation of Basic License Fee

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

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

Total Due: \$ 4300

**Gators & Gypsies (Bar)**  
**Ginny Hendley**  
**19 E. Vine St. Bldg A**

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

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Monica Gann	Approved	03.09.2026
<b>Fire Department</b>	Justin Taylor	Approve	The last annual Inspection was completed on 12/9/2025 and no fire code violations were noted. 3/10/2026
<b>Police Department</b>	Jared Akins	Approved	3/6/26
<b>Legal</b>	Cain Smith	Approve	

# 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:** March 10, 2026

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

**Policy Issue:** Consideration of Resolution 2026-11: a resolution authorizing the Mayor to execute documents necessary to convey a segment of City right of way along Savannah Avenue to S&K investments in exchange for a segment of real property along Old Register Road.

**Recommendation:** Approval

**Background:** Right of way along Savannah Avenue has long been encroached upon, and the City needs the segment on Old Register Road for development purposes.

**Budget Impact:** None

**Council Person and District:** Genny Hendley, District 3 and Tangie Johnson, District 1

**Attachments:** Proposed resolution

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

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

**RESOLUTION 2026 -11**

**A RESOLUTION TO CONVEY A SEGMENT OF CITY RIGHT OF WAY ALONG SAVANNAH AVENUE TO S & K INVESTMENTS OF GA, LLC IN EXCHANGE FOR A SEGMENT OF REAL PROPERTY ALONG OLD REGISTER ROAD**

WHEREAS, S & K Investments of Georgia, LLC (“Buyer”) is owner of record of Parcel S52 000004 000, which includes frontage along Savannah Avenue and Parcel 076 0000001 001 which includes frontage along Old Register Road;

WHEREAS, City of Statesboro is owner of right of way along Savannah Avenue, which is a City street;

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

WHEREAS, pursuant to OCGA 236-37-6(g) City has authority to sell or convey narrow strips of land to abutting property owners without need for auction or solicitation of sealed bids;

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

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

WHEREAS City desires to obtain additional real property along Old Register Road from Buyer for access reasons.

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

The Mayor is authorized to execute conveyance deed for sale of referenced strip of right of way along Savannah Avenue to Buyer in exchange for a segment of property along Old Register Road

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

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

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Brad Deal, P.E., Director of Public Works and Engineering  
Marcos Trejo, P.E., Assistant Director of Public Works  
Timeka Shannon, Keep Statesboro-Bulloch Beautiful Coordinator

**Date:** March 10, 2026

**RE:** Keep America Beautiful 2026 Cigarette Litter Prevention & Recycling Program Grant in the amount of \$7,000

**Policy Issue:** Grant Application

**Recommendation:** Staff recommends approval of the grant application to the 2026 Keep America Beautiful Cigarette Litter Prevention & Recycling Program Grant in the amount of \$7,000.

### **Background:**

Keep Statesboro-Bulloch Beautiful (KSBB) is requesting approval to apply for the Keep America Beautiful 2026 Cigarette Litter Prevention & Recycling Program Grant. This \$7,000 no-match grant would support KSBB's efforts to reduce cigarette litter along McTell Trail, downtown Main Street, and select City administrative buildings by providing collection infrastructure, educational messaging, paid local promotions, and cleanup supplies for volunteers and partner organizations. Collected cigarette butts will be recycled through TerraCycle's Cigarette Waste Free Recycling Program, helping protect water quality, wildlife, and natural beauty, while enhancing property values and making our community more attractive to families and businesses. Approval to apply will enable KSBB to continue fostering clean, green, and beautiful spaces throughout Statesboro.

**Budget Impact:** No local match is required. The grant application will be for the amount of \$7,000.

**Council Person and District:** All

**Attachments:** Resolution, Grant Application Guidelines, Proposed Grant Budget

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

**RESOLUTION 2026-12:**

**A RESOLUTION APPROVING APPLICATION FOR THE 2026 CIGARETTE LITTER PREVENTION & RECYCLING PROGRAM (CLPR) GRANTS**

**THAT WHEREAS**, the Mayor and City Council have found that there is a need to aid in cigarette butt litter prevention within the Statesboro, GA city limits because of cigarette butt litter's harmful effects on the environment; and,

**WHEREAS**, the Mayor and City Council have found that the Keep America Beautiful 2026 Cigarette Litter Prevention & Recycling Program Grants is desirable in order to provide financial support to the purchase of equipment to be placed on or around public spaces; to increase cleanliness and reduce harmful effects that come with littering cigarette butts; and reduce cigarette butt litter in public spaces in or near downtown Statesboro, Georgia and,

**WHEREAS**, city staff will prepare an application to said program in order to obtain funding in the dollar amount of seven thousand dollars (\$7,000.00) to purchase receptacles, coasters, t-shirts and conduct appropriate public relations campaigns and pursue partnerships that support the collection and recycling of cigarette butt litter to help combat cigarette butt litter in Statesboro, Georgia; and,

**WHEREAS**, said program will begin once funds are awarded in May, 2026; and,

**WHEREAS**, cash grants are given directly from Keep America Beautiful and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of application to Keep America Beautiful for funding from the 2026 Cigarette Litter Prevention & Recycling Program Grants.

Section 2. The City Manager is hereby authorized to execute all documents related to the application.

Adopted this 17<sup>th</sup> day of March, 2026

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:** March 10, 2026

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

**Policy Issue:** Consideration of ground lease with HDM Enterprises, Inc.

**Recommendation:** Approval

**Background:** City and County jointly own the Statesboro- Bulloch County airport. Under this 30-year lease lessee will construct an airport hangar and not pay market value rent. At end of lease City and County would own the hangar building.

**Budget Impact:** None

**Council Person and District:** N/A

**Attachments:** Proposed lease with HDM Enterprises, Inc.

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**GROUND LEASE**

THIS GROUND LEASE (hereinafter referred to as the "Lease") is made and entered this 17<sup>th</sup> day of March, 2026, by and between the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA** and the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA** (hereinafter collectively referred to as the "Lessor"), as Party of the First Part, and **HDM ENTERPRISES, INC.**, a corporation organized and existing under the laws of the state of Georgia (hereinafter referred to as "Lessee"), as Party of the Second Part.

**WITNESSETH:**

WHEREAS, Lessor is the owner and operator of the airport known as the Statesboro Bulloch County Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor is desirous of leasing to Lessee a certain parcel of land situated within the Airport, said parcel of land being more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises"), for the purposes contained herein; and

WHEREAS, Lessor's leasing of the Premises is for the purposes of constructing, operating and maintaining a hangar;

NOW, THEREFORE, in consideration of the mutual promises herein contained, upon the following terms and conditions to be paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease the Premises from Lessor. This Lease shall be deemed a usufruct and not an estate for years.

1.

**DESCRIPTION AND USE OF PROPERTY**

1.1 Lessee shall lease from Lessor the Premises described in Exhibit "A," which is attached hereto and incorporated herein by reference. Lessor also conveys to Lessee a 30-foot ingress/egress easement as described in Exhibit "A." In addition, Lessor conveys to Lessee an easement to install and maintain a septic tank and drain field, the exact location to be determined after Lessee obtains the necessary permit from the Bulloch County Health Department. Lessee shall also have access to the taxiways and runways situated upon the Airport. The Premises shall be used by Lessee for the purpose of constructing, operating and maintaining a two-sided airplane hangar and for no other purpose without the prior written consent of Lessor. Lessee shall only use Premises for storage of aircraft and items immediately incidental to aircraft use. Non-aeronautical activities shall not be permitted on or about the Premises.

1.2 In addition to the Premises and aforementioned easements, Lessor grants Lessee a non-exclusive easement on, over, upon, across or through the Airport as may be reasonably necessary for Lessee to have access over the paved access ways, runways and taxiways, provided the use of such easement by Lessee or Lessee's assigns does not unreasonably interfere with the operations of the Airport. Vehicle access to the Premises shall be exclusively via the access road, and vehicle parking shall be located behind the hangar on the premises. Other than in emergency situations, vehicles shall not drive across runways or taxiways.

2.  
RENT

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

2.1 Lessee shall pay in advance to Lessor on the first (1<sup>st</sup>) day of each month during the Lease Term the sum of One Dollar (\$1.00) as monthly base rent ("Base Rent").

2.2 Lessee shall also pay to Lessor, as additional rent, all costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

3.  
TERM, RENEWAL AND TERMINATION

3.1 The Term of this Lease shall be for thirty (30) years beginning April 1st, 2026, (the "Commencement Date") and ending at 11:59 o'clock P.M. prevailing legal time in Statesboro, Georgia, on the day before the 30<sup>th</sup> anniversary of the Commencement Date, unless sooner terminated as hereinafter provided.

3.2 Provided that Lessee is not in default upon expiration of the Term of this Lease, Lessee shall have a right of first refusal to continue leasing the Premises for the then-current rental rate for other corporate hangars at the Statesboro-Bulloch County Airport; provided, however, that this provision shall not obligate Lessor to continue leasing the Premises but shall merely give Lessee a right of first refusal if Lessor opts to continue leasing the Premises.

3.3 Upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and the Improvements shall wholly cease and title to the Premises, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefor to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Lessee from liability for having left the Premises in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a quitclaim deed or other instrument releasing all such rights in the Premises in a form and substance acceptable to Lessor.

3.4 If Lessee shall, after thirty (30) days' notice thereof, default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease, then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default, the Lessor may forthwith re-enter the Premises and repossess itself and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort. Lessor shall have the right to store or dispose of any of Lessee's personal property remaining on the Premises after the expiration or termination of this Lease. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

4.  
INSPECTION AND TITLE

Lessee hereby acknowledges that it has fully inspected the Premises and that the Premises and title to the Premises is accepted and is in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease. Lessor hereby warrants good and marketable title to the premises.

5.

IMPROVEMENTS

5.1 Prior to commencing construction, Lessee shall submit plans and specifications for construction of the airplane hangar to the Airport Committee for review and approval. The plans and specifications shall meet all applicable standards of the Federal Aviation Administration ("FAA"), shall comply with all applicable building codes (including but not limited to structural and wind load requirements), shall include restroom facilities for the hangar, and shall assure that the apron size is adequate for the type of aircraft to be stored in the hangar. Lessee shall construct and install, at its sole cost and expense, the airplane hangar as specified and described in the approved plans and specifications, including such temporary or permanent improvements, erections, additions and alterations as are necessary to adapt the Premises for an airplane hangar. All Improvements and facilities shall be constructed wholly within the boundary lines of the Premises

6.

UTILITIES AND INSURANCE

6.1 Lessor shall be responsible for the expenses associated with the installation of any water, gas, light, power or other utilities to the meter on the Premises. At its sole cost and expense, Lessee shall cause to be furnished and shall pay for all water, gas, light, power, and other utilities or services required for Lessee's use of the Premises. Lessee shall also be responsible for installing and maintaining any necessary septic system.

6.2 Lessee shall maintain property and casualty insurance on the structure on the Premises covering the full value of the airport hangar, with Lessor listed on the policy as an additional insured. Lessee shall additionally carry liability insurance with combined single limits of not less than \$1,000,000 which provides for coverage for public liability, property damage and bodily injury, with Lessor listed as an additional insured. Such liability insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. All insurance shall remain in full force and effect during the term of this Agreement. Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this Agreement are in force. Lessor's failure to request proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

7.

TAXES AND ASSESSMENTS

7.1. Lessee shall be responsible for the payment of any taxes assessed against any personal, tangible property or equipment belonging to Lessee and stored on the Premises. Lessee shall also be responsible for the payment of any taxes assessed on the Premises and improvements thereof, if any are assessed.

8.

DESTRUCTION OF OR DAMAGE TO PROPERTY

8.1 If the improvements erected on the Premises are totally or partially destroyed or rendered untenable by storm, fire, earthquake, hurricane or other natural catastrophe, this Lease shall not terminate, but Lessor shall permit Lessee to rebuild, or at Lessee's option, Lessee may terminate this Lease. If Lessee elects to terminate this Lease, Lessee shall assign its interest in any insurance proceeds covering damage to or destruction of the improvements to Lessor.

9.

REPAIR

9.1 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Premises and any improvements in good order, condition and repair, ordinary wear and tear excepted.

10.  
INSPECTION

10.1 For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises and the improvements.

11.  
TRANSFER, ASSIGNMENT AND SUBLETTING

11.1 Lessee shall be permitted to sublet the Premises or portion thereof, or any right or privilege appurtenant thereto, to a third party with ten (10) days written notice of sublease to Lessor. In the event of any sublease, Lessee shall be entitled to and have the right to charge and collect any rent amount from the third party without claim or interference by Lessor. Any third party who subleases shall be bound by the same terms and restrictions contained in this Lease.

11.2 Lessee shall be permitted to assign its interest in this Lease with Lessor's prior written consent, which consent shall not be unreasonably withheld, to (a) an entity that controls, is controlled by, or is under common control with Lessee or by members of Lessee, (b) an entity resulting from a consolidation, reorganization, dissolution or conversion of Lessee or (c) an entity that has substantially similar direct or indirect ownership as Lessee as of the effective date of this Lease. For purposes of this section "control" means ownership of fifty percent (50%) of the equity interests or the power to direct management and policies.

12.  
COMPLIANCE WITH LAWS; MINIMUM STANDARDS; RULES AND REGULATIONS

12.1 Lessee shall comply with all federal, state and local laws and regulations pertaining to fire, safety and the environment. Lessee shall comply with all laws relating to the environment, hazardous substances and materials, and petroleum products in connection with the use of the Premises.

12.2 Lessee shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

12.3 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease but is merely intended to emphasize the materiality of the provisions in Section 12.

13.  
INDEMNIFICATION

13.1 Lessee shall indemnify and hold harmless the Lessor and its officials and employees (hereinafter collectively the "Indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, fines, costs, and expenses of litigation (including, without limitation, reasonable attorneys' fees) related to or in any way arising out of the performance of this Lease or the Lessee's occupation and use of the Premises pursuant thereto, unless such is attributable to the sole negligence of the Indemnitees.

13.2 Lessee's indemnification and hold harmless obligations shall survive the expiration or termination of this Lease.

14.  
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices", required by the provisions of this Lease to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice

specifies written notice) and the original of said notice shall be sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address, as provided below:

Lessor: Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, GA 30458  
Attn: County Manager

With a copy to: Statesboro-Bulloch County Airport  
601 Airport Boulevard  
Statesboro, GA 30461  
Attn: Airport Manager

Lessee: HDM Enterprises, Inc.  
347 Woodrum Road  
Statesboro, Georgia 30461

The sender of said notice shall request the United States Postal Service to "Show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, hereinabove set forth, valid and perfected delivery of notice shall be accomplished under this Lease even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient under this Lease. Either party hereto may from time to time, by notice of the other, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

15.

TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

16.

NON-WAIVER

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

17.

RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

18.

BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

19.

INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

20.

GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

21.

SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

22.

COUNTERPARTS

This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

23.

NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

24.

SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

ENTIRE AGREEMENT

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

**LESSOR:**

**BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA**

By: \_\_\_\_\_ L.S.  
David Bennett, Chairman

Attest: \_\_\_\_\_ L.S.  
Venus Mincey-White, Clerk

(SEAL)

Signed, sealed and delivered as to  
Lessor in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires:

**MAYOR AND COUNCIL OF THE CITY OF  
STATESBORO, GEORGIA**

By: \_\_\_\_\_ L.S.  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_ L.S.  
Leah Harden, Clerk

(SEAL)

Signed, sealed and delivered as to  
Lessor in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires:

**LESSEE:**  
**HDM ENTERPRISES, INC.**

By: \_\_\_\_\_ L.S.  
Name: Louis Matthew Woodrum  
Title: President and CEO

Signed, sealed and delivered as to  
Lessee in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

**PREMISES**



# 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:** March 10, 2026

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

**Policy Issue:** Consideration of ground lease with Statesboro Airport JV, LLC

**Recommendation:** Approval

**Background:** City and County jointly own the Statesboro- Bulloch County airport. Under this 30-year lease lessee will construct an airport hangar and not pay market value rent. At end of lease City and County would own the hangar building.

**Budget Impact:** None

**Council Person and District:** N/A

**Attachments:** Proposed lease with Statesboro Airport JV, LLC

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**GROUND LEASE**

THIS GROUND LEASE (hereinafter referred to as the "Lease") is made and entered this 17<sup>th</sup> day of March, 2026, by and between the **BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA and the MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA** (hereinafter collectively referred to as the "Lessor"), as Party of the First Part, and **STATESBORO AIRPORT JV, LLC**, a Georgia limited liability company (hereinafter referred to as "Lessee"), as Party of the Second Part.

**W I T N E S S E T H:**

WHEREAS, Lessor is the owner and operator of the airport known as the Statesboro Bulloch County Airport (hereinafter referred to as the "Airport"); and

WHEREAS, Lessor is desirous of leasing to Lessee a certain parcel of land situated within the Airport, said parcel of land being more particularly described in Exhibit "A" attached hereto (hereinafter referred to as the "Premises"), for the purposes contained herein; and

WHEREAS, Lessor's leasing of the Premises is for the purposes of constructing, operating and maintaining a hangar;

NOW, THEREFORE, in consideration of the mutual promises herein contained, upon the following terms and conditions to be paid and kept by Lessee, Lessor grants and leases, and Lessee does hereby accept, take and lease the Premises from Lessor. This Lease shall be deemed a usufruct and not an estate for years.

1.

**DESCRIPTION AND USE OF PROPERTY**

1.1 Lessee shall lease from Lessor the Premises described in Exhibit "A," which is attached hereto and incorporated herein by reference. Lessor also conveys to Lessee a 30-foot ingress/egress easement as described in Exhibit "A." In addition, Lessor conveys to Lessee an easement to install and maintain a septic tank and drain field, the exact location to be determined after Lessee obtains the necessary permit from the Bulloch County Health Department. Lessee shall also have access to the taxiways and runways situated upon the Airport. The Premises shall be used by Lessee for the purpose of constructing, operating and maintaining a two-sided airplane hangar and for no other purpose without the prior written consent of Lessor. Lessee shall only use Premises for storage of aircraft and items immediately incidental to aircraft use. Non-aeronautical activities shall not be permitted on or about the Premises.

1.2 In addition to the Premises and aforementioned easements, Lessor grants Lessee a non-exclusive easement on, over, upon, across or through the Airport as may be reasonably necessary for Lessee to have access over the paved access ways, runways and taxiways, provided the use of such easement by Lessee or Lessee's assigns does not unreasonably interfere with the operations of the Airport. Vehicle access to the Premises shall be exclusively via the access road, and vehicle parking shall be located behind the hangar on the premises. Other than in emergency situations, vehicles shall not drive across runways or taxiways.

2.  
RENT

For and as rent for the Premises, Lessee covenants and agrees to keep each and every term and condition of this Lease required to be kept by Lessee, each of which shall constitute rent for the Premises, in addition to payment by Lessee to Lessor of the following amounts of rent:

2.1 Lessee shall pay in advance to Lessor on the first (1<sup>st</sup>) day of each month during the Lease Term the sum of One Dollar (\$1.00) as monthly base rent ("Base Rent").

2.2 Lessee shall also pay to Lessor, as additional rent, all costs and expenses which Lessor incurs as a result of any default of Lessee or failure on the part of Lessee to comply with any provisions of this Lease.

3.  
TERM, RENEWAL AND TERMINATION

3.1 The Term of this Lease shall be for thirty (30) years beginning April 1st, 2026, (the "Commencement Date") and ending at 11:59 o'clock P.M. prevailing legal time in Statesboro, Georgia, on the day before the 30<sup>th</sup> anniversary of the Commencement Date, unless sooner terminated as hereinafter provided.

3.2 Provided that Lessee is not in default upon expiration of the Term of this Lease, Lessee shall have a right of first refusal to continue leasing the Premises for the then-current rental rate for other corporate hangars at the Statesboro-Bulloch County Airport; provided, however, that this provision shall not obligate Lessor to continue leasing the Premises but shall merely give Lessee a right of first refusal if Lessor opts to continue leasing the Premises.

3.3 Upon expiration or termination of this Lease, all rights and interests of Lessee (and all persons whomsoever claiming by, under or through Lessee) in and to the Premises and the Improvements shall wholly cease and title to the Premises, including but not limited to all permanent improvements, erections and additions constructed on the Premises by Lessee, shall vest in Lessor without further act or conveyance, and without liability to make compensation therefor to Lessee or to anyone whatsoever, and shall be free and discharged from all and every lien, encumbrance, claim and charge of any character created or attempted to be created by Lessee at any time other than pursuant to the specific terms of this Lease. This provision shall not relieve Lessee from liability for having left the Premises in unsound or unsafe condition or with encumbered title. Lessee, upon the request of Lessor, covenants and agrees to execute a quitclaim deed or other instrument releasing all such rights in the Premises in a form and substance acceptable to Lessor.

3.4 If Lessee shall, after thirty (30) days' notice thereof, default in the performance of any of the stipulations, covenants, terms, conditions, agreements or provisions of this Lease, then and in any of the above events, Lessor, at its option, may at once or thereafter (but only during the continuance of such default), terminate this Lease. Upon such termination by default, the Lessor may forthwith re-enter the Premises and repossess itself and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort. Lessor shall have the right to store or dispose of any of Lessee's personal property remaining on the Premises after the expiration or termination of this Lease. Any such property shall be considered abandoned and title thereto shall vest in Lessor.

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INSPECTION AND TITLE

Lessee hereby acknowledges that it has fully inspected the Premises and that the Premises and title to the Premises is accepted and is in satisfactory and a suitable condition for the use intended by Lessee as hereinabove provided for in this Lease. Lessor hereby warrants good and marketable title to the premises.

5.

IMPROVEMENTS

5.1 Prior to commencing construction, Lessee shall submit plans and specifications for construction of the airplane hangar to the Airport Committee for review and approval. The plans and specifications shall meet all applicable standards of the Federal Aviation Administration ("FAA"), shall comply with all applicable building codes (including but not limited to structural and wind load requirements), shall include restroom facilities for the hangar, and shall assure that the apron size is adequate for the type of aircraft to be stored in the hangar. Lessee shall construct and install, at its sole cost and expense, the airplane hangar as specified and described in the approved plans and specifications, including such temporary or permanent improvements, erections, additions and alterations as are necessary to adapt the Premises for an airplane hangar. All Improvements and facilities shall be constructed wholly within the boundary lines of the Premises

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UTILITIES AND INSURANCE

6.1 Lessor shall be responsible for the expenses associated with the installation of any water, gas, light, power or other utilities to the meter on the Premises. At its sole cost and expense, Lessee shall cause to be furnished and shall pay for all water, gas, light, power, and other utilities or services required for Lessee's use of the Premises. Lessee shall also be responsible for installing and maintaining any necessary septic system.

6.2 Lessee shall maintain property and casualty insurance on the structure on the Premises covering the full value of the airport hangar, with Lessor listed on the policy as an additional insured. Lessee shall additionally carry liability insurance with combined single limits of not less than \$1,000,000 which provides for coverage for public liability, property damage and bodily injury, with Lessor listed as an additional insured. Such liability insurance shall not exclude aviation-related activity at airports from its coverage; or, if the policy contains such an exclusion, Lessee shall purchase an endorsement to the policy adding such coverage. All insurance shall remain in full force and effect during the term of this Agreement. Lessee shall annually provide Lessor with satisfactory proof that the insurance policies required under this Agreement are in force. Lessor's failure to request proof of insurance shall not waive Lessor's right to insist upon proof of the required insurance at any time.

7.

TAXES AND ASSESSMENTS

7.1. Lessee shall be responsible for the payment of any taxes assessed against any personal, tangible property or equipment belonging to Lessee and stored on the Premises. Lessee shall also be responsible for the payment of any taxes assessed on the Premises and improvements thereof, if any are assessed.

8.

DESTRUCTION OF OR DAMAGE TO PROPERTY

8.1 If the improvements erected on the Premises are totally or partially destroyed or rendered untenantable by storm, fire, earthquake, hurricane or other natural catastrophe, this Lease shall not terminate, but Lessor shall permit Lessee to rebuild, or at Lessee's option, Lessee may terminate this Lease. If Lessee elects to terminate this Lease, Lessee shall assign its interest in any insurance proceeds covering damage to or destruction of the improvements to Lessor.

9.

REPAIR

9.1 Lessee, at all times during the Term of this Lease, at its sole cost and expense, shall keep the Premises and any improvements in good order, condition and repair, ordinary wear and tear excepted.

10.  
INSPECTION

10.1 For the purpose of inspecting the Premises, Lessee shall permit Lessor at reasonable times to enter in and on the Premises and the improvements.

11.  
TRANSFER, ASSIGNMENT AND SUBLETTING

11.1 Lessee shall be permitted to sublet the Premises or portion thereof, or any right or privilege appurtenant thereto, to a third party with ten (10) days written notice of sublease to Lessor. In the event of any sublease, Lessee shall be entitled to and have the right to charge and collect any rent amount from the third party without claim or interference by Lessor. Any third party who subleases shall be bound by the same terms and restrictions contained in this Lease.

11.2 Lessee shall be permitted to assign its interest in this Lease with Lessor's prior written consent, which consent shall not be unreasonably withheld, to (a) an entity that controls, is controlled by, or is under common control with Lessee or by members of Lessee, (b) an entity resulting from a consolidation, reorganization, dissolution or conversion of Lessee or (c) an entity that has substantially similar direct or indirect ownership as Lessee as of the effective date of this Lease. For purposes of this section "control" means ownership of fifty percent (50%) of the equity interests or the power to direct management and policies.

12.  
COMPLIANCE WITH LAWS; MINIMUM STANDARDS; RULES AND REGULATIONS

12.1 Lessee shall comply with all federal, state and local laws and regulations pertaining to fire, safety and the environment. Lessee shall comply with all laws relating to the environment, hazardous substances and materials, and petroleum products in connection with the use of the Premises.

12.2 Lessee shall at all times comply with Lessor's Minimum Standards and Rules and Regulations for the Statesboro-Bulloch County Airport as they now exist or as they may be amended from time to time.

12.3 The failure of Lessee to comply with any of the conditions or requirements set forth in this Section 12 shall be considered a material breach of this Lease and shall be grounds for termination thereof. This statement shall in no way limit or restrict the materiality of the breach of any other provisions of this Lease but is merely intended to emphasize the materiality of the provisions in Section 12.

13.  
INDEMNIFICATION

13.1 Lessee shall indemnify and hold harmless the Lessor and its officials and employees (hereinafter collectively the "Indemnitees") from and against any and all claims, damages, liabilities, suits, proceedings, fines, costs, and expenses of litigation (including, without limitation, reasonable attorneys' fees) related to or in any way arising out of the performance of this Lease or the Lessee's occupation and use of the Premises pursuant thereto, unless such is attributable to the sole negligence of the Indemnitees.

13.2 Lessee's indemnification and hold harmless obligations shall survive the expiration or termination of this Lease.

14.  
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices", required by the provisions of this Lease to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice

specifies written notice) and the original of said notice shall be sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address, as provided below:

Lessor: Bulloch County Board of Commissioners  
115 North Main Street  
Statesboro, GA 30458  
Attn: County Manager

With a copy to: Statesboro-Bulloch County Airport  
601 Airport Boulevard  
Statesboro, GA 30461  
Attn: Airport Manager

Lessee: Statesboro Airport JV, LLC  
PO Box 1669  
Statesboro, Georgia 30459

With Copy To: Taulbee, Rushing, Snipes, Marsh & Hodgins  
Attn: Charlie D. McCook  
PO Box 327  
Statesboro, Georgia 30458

The sender of said notice shall request the United States Postal Service to "Show to whom, date and address of delivery" of said notice on the returned receipt. The day upon which such notice is so mailed shall be deemed the date of service of such notice. The parties hereto agree that, even though notices, where applicable, shall be addressed to the attention of the person or title, or both if applicable, hereinabove set forth, valid and perfected delivery of notice shall be accomplished under this Lease even though the said named person or the person holding said title is not the person who accepts or receives delivery of the said notice. Any notice, so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient under this Lease. Either party hereto may from time to time, by notice of the other, designate a different person or title, or both as applicable, address or addresses to which notices to said party shall be given.

15.

TIME IS OF THE ESSENCE

All time limits stated herein are of the essence of this Lease.

16.

NON-WAIVER

No failure of Lessor to exercise any right or power given to Lessor under this Lease, or to insist upon strict compliance by Lessee with the provisions of this Lease, and no custom or practice of Lessor or Lessee at variance with the terms and conditions of this Lease, shall constitute a waiver of Lessor's right to demand exact and strict compliance by Lessee with the terms and conditions of this Lease.

17.

RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Lease upon Lessor and Lessee shall be cumulative of, but not restricted to, those given by law.

18.  
BINDING EFFECT

Each of the terms and conditions of this Lease shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto, to the successors and assigns of Lessor, and to the extent that Lessor has consented to a transfer or assignment of this Lease (if such consent is required) to the successors and assigns of Lessee, and to any leasehold mortgagee and its successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case expressed.

19.  
INTERPRETATION

Should any provision of this Lease require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply the presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

20.  
GEORGIA AGREEMENT

This Lease shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

21.  
SECTION HEADINGS

The brief headings or title preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Lease.

22.  
COUNTERPARTS

This Lease is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

23.  
NO THIRD PARTY BENEFICIARY

Nothing in this Lease, whether express or implied, is intended to confer upon any other party other than the parties hereto and their respective successors and assigns, any right or interest whatsoever. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Lease.

24.  
SEVERABILITY

If any provision of this Lease, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Lease shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

25.  
ENTIRE AGREEMENT

This Lease constitutes the entire Lease between the parties. This Lease supersedes all prior negotiations, discussions, statements and agreements between Lessor and Lessee with respect to the Premises and Lessee's use and occupancy thereof. No member, officer, employee or agent of Lessor or Lessee has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Lease. No modification of or amendment to this Lease shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Lessor and Lessee and incorporated in and by reference made a part hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named representatives, and Lessee, acting pursuant to and in conformity with a properly considered and adopted Resolution and acting by and through its duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

**LESSOR:**

**BOARD OF COMMISSIONERS OF  
BULLOCH COUNTY, GEORGIA**

By: \_\_\_\_\_ L.S.  
David Bennett, Chairman

Attest: \_\_\_\_\_ L.S.  
Venus Mincey-White, Clerk

(SEAL)

Signed, sealed and delivered as to  
Lessor in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires:

**MAYOR AND COUNCIL OF THE CITY OF  
STATESBORO, GEORGIA**

By: \_\_\_\_\_ L.S.  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_ L.S.  
Leah Harden, Clerk

(SEAL)

Signed, sealed and delivered as to  
Lessor in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires:

**LESSEE:**  
**STATESBORO AIRPORT JV, LLC**

By: \_\_\_\_\_ L.S.  
Name: ZACK STROUP  
Title: MANAGER

Signed, sealed and delivered as to  
Lessee in the presence of:

\_\_\_\_\_  
Unofficial Witness

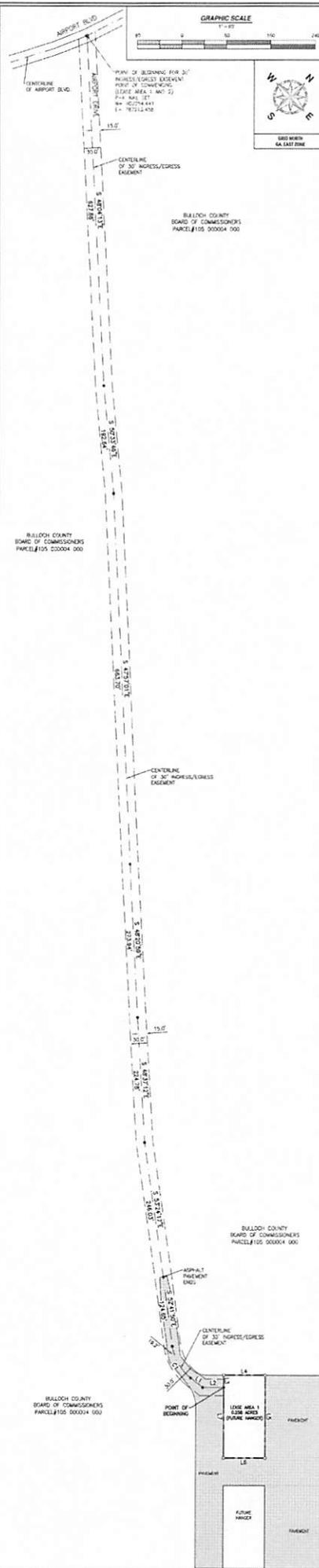
\_\_\_\_\_  
Official Witness, Notary Public

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

**PREMISES**



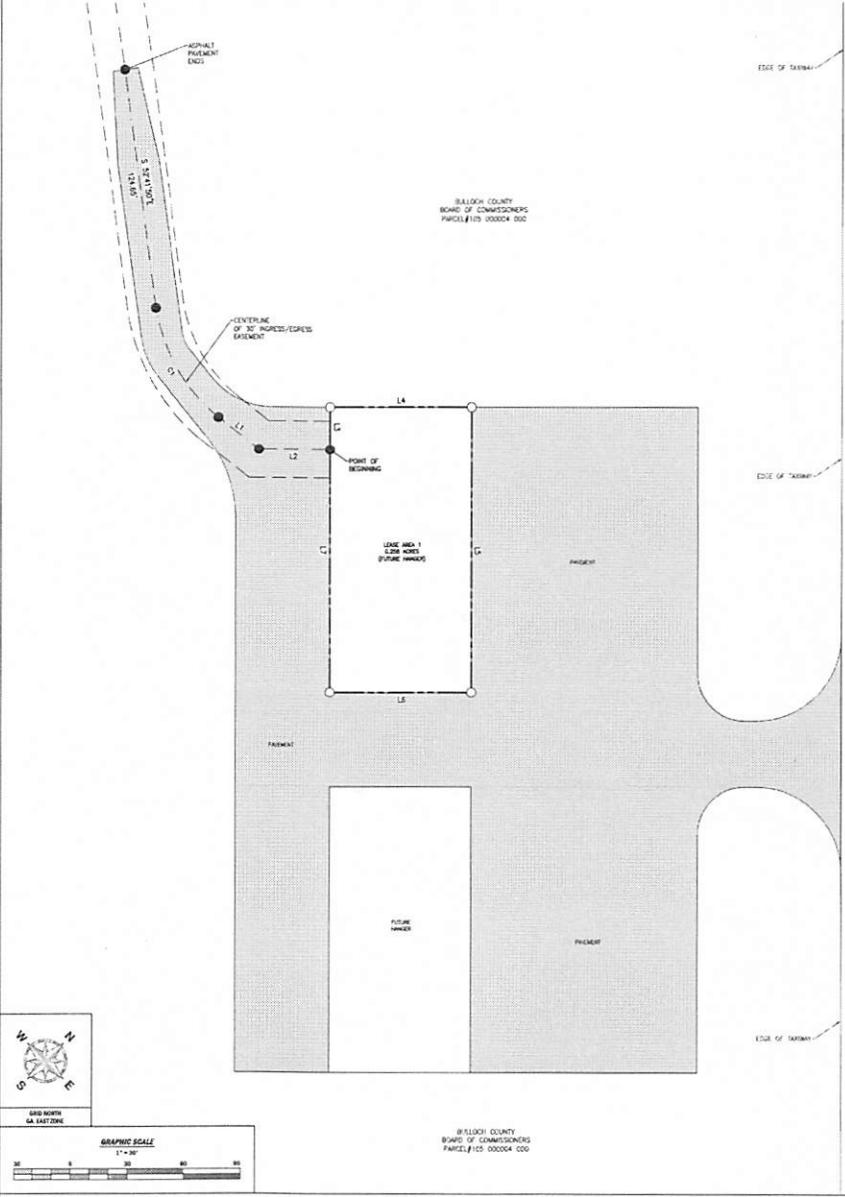
**CURVE TABLE**

CURVE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD LENGTH
C1	S. 79°21'00"E	93.34'	67.83'	66.42'

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N. 83°08'47"E	27.33'
L2	N. 44°44'59"E	37.82'
L3	N. 45°15'01"W	22.45'
L4	N. 44°44'59"E	75.00'
L5	S. 45°15'01"E	150.00'
L6	S. 44°44'59"W	75.00'
L7	N. 45°15'01"W	127.85'
L8	S. 62°33'17"E	50.12'
L9	S. 44°40'20"E	170.17'
L10	N. 44°47'03"E	30.69'
L11	N. 45°34'00"W	21.58'
L12	N. 44°45'00"E	75.00'
L13	S. 45°15'01"E	150.00'
L14	S. 44°44'59"W	75.00'
L15	N. 45°11'51"W	128.62'



**BULLDOCH COUNTY BOARD OF COMMISSIONERS PARCEL #105 000004 000**

**GENERAL SITE NOTES**

- HORIZONTAL DATUM IS BASED ON NAD 83 (NA 83). EASTING ESTABLISHED BY USING GPS SOLUTIONS NETWORK LPS. DISTANCES SHOWN ARE GRID DISTANCES IN U.S. SURVEY FEET.
- GPS DATA AND NUMBER WAS UTILIZED TO COMPLETE THIS SURVEY.
- A TRIANGLE #10 IS FREQUENTLY USED BY THE BUREAU OF LAND MANAGEMENT (BLM) TO INDICATE THE POSITION OF AN OLD 1/4 SECTION CORNER. THIS CORNER HAS A MAXIMUM HORIZONTAL ACCURACY OF 300' ± 1 PPM AND A MAXIMUM VERTICAL ACCURACY OF 150MM ± 1 PPM PER AS PER THE BUREAU OF LAND MANAGEMENT.
- OWNERS AND TAX ID # NUMBERS WERE TAKEN FROM THE BULLDOCH COUNTY TAX ASSOCIATES WEBSITE.

**PAPE-DAWSON**  
40 JIM KENNEDY BLVD | STATESBORO, GA 30448 | 912-488-7112

**GEORGIA SURVEYORS ASSOCIATION**  
CERTIFICATE OF ACHIEVEMENT IN SURVEYING  
STATE OF GEORGIA  
JULY 1, 1900

**LEASE AREA 1 EXHIBIT**  
PREPARED FOR  
**BULLDOCH COUNTY BOARD OF COMMISSIONERS**  
LOCATED IN THE 1209TH G.M.L.D.,  
BULLDOCH COUNTY, GA

DRAWN BY: ME  
FIELD WORK: 12-15-2020  
DATE: 12-23-2020  
JOB NO.: 2020-040  
SCALE: AS SHOWN

# 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:** March 9, 2026

**RE:** Proposed Contract Amendment with Lavender & Associates Inc. on ENG-141 Whitesville Park Project

**Policy Issue:** Contract Amendment

**Recommendation:** Engineering staff recommends approval of the proposed Contract Amendment in the amount of \$20,622.38.

### **Background:**

This amendment includes two components associated with improvements to the recreation area. The first component, in the amount of \$15,154.04, is for surfacing the basketball court. This work will provide a finished playing surface that improves usability, safety, and overall durability of the court which will match the surfacing used on the other basketball courts at parks in the City.

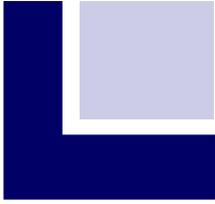
The second component, in the amount of \$5,468.34, is for the construction of a sidewalk extension connecting the playground area to the pavilion area. This addition will improve pedestrian accessibility and provide a safer, more direct path between the two facilities. These improvements will enhance the functionality and accessibility of the recreational space while addressing identified infrastructure needs.

**Budget Impact:** The proposed Contract Amendment is \$20,622.38, making the new total for the project \$1,220,622.38. ENG-141 has sufficient remaining ARPA funds to account for this amendment.

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

**Attachments:** Quote for Connecting Sidewalk  
Quote for Surfacing Basketball Court

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



# LAVENDER & ASSOCIATES, INC.

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GENERAL CONTRACTORS

March 6, 2026

City of Statesboro  
Attn: Kiara Ahmed

## City Of Statesboro Whitesville Park Cost Proposal #2 Connecting sidewalk

Lavender & Associates proposes to provide labor, material and equipment to install a 6' concrete sidewalk that connect the pavilion area to the play ground as sketched on attached mark up. The city will provide (2) 6" pipes that Lavender will install for drainage.

Material	\$1,320.00
Labor	\$3,102.00
Supervision/Cleanup	\$500.00
Subtotal	\$4,922.00
1% Bond	\$49.22
Subtotal	\$4,971.22
10% OH&P	\$497.12
<b>Cost Proposal #2</b>	<b>\$5,468.34</b>

Sincerely,

*Warren Holland*

Warren Holland  
Project Manager

P.O. Box 1654 · 300 Pulaski Hwy. · Statesboro, GA 30459  
Telephone 912-489-4677 · Fax 912-764-4226

BENCHMARK 2  
(N/S)  
N: 696.250.08  
E: 777.186.14  
ELEV. 217.14'  
(MAY088)

R/W VARIES

CERISE CHARM™ FRINGE FLOWER (5)  
FIRST EDITIONS® VINTAGE JADE DISTYLUM (7)

CERISE CHARM™ FRINGE FLOWER (36)  
FIRST EDITIONS® VINTAGE JADE DISTYLUM (34)

FIRST EDITIONS® VINTAGE JADE DISTYLUM (11)  
CERISE CHARM™ FRINGE FLOWER (37)

CERISE CHARM™ FRINGE FLOWER (9)  
FIRST EDITIONS® VINTAGE JADE DISTYLUM (8)

SSMH  
TOP: 216.69'  
IE: 211.56'

SSMH  
TOP: 212.88'  
IE: 207.52'

CHAIN LINK FENCE

CHAIN LINK FENCE

PRINCETON AMERICAN ELM (1)  
SOUTHERN LIVE OAK (2)

PRINCETON AMERICAN ELM (6)  
SOUTHERN LIVE OAK (2)  
WILLOW OAK (6)  
PRINCETON AMERICAN ELM (6)

PRINCETON AMERICAN ELM  
SOUTHERN LIVE OAK (2)

14" PECAN  
28" OAK  
14" OAK  
14" ALDERT  
22" PINE  
214'  
18" OAK  
24" OAK

(2) 6" pipe

MAYOR & CITY COUNCIL OF STANFORD  
PB. 17, PG. 65  
TAX PARCEL NO: S36 000038 000

ROSE MAE TREMBLE  
PB. 14, PG. 123  
TAX PARCEL NO: S47 000

FIRST EDITIONS® VINTAGE JADE DISTYLUM (44)  
CERISE CHARM™ FRINGE FLOWER (40)

SOUTHERN LIVE OAK (4)  
WILLOW OAK (2)

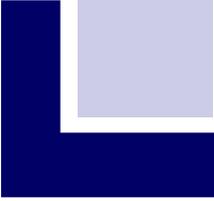
CHAIN LINK FENCE

TOP: 207.03'  
IE: 205.60'

15" RCP

FAH-OW/M BOX

TOP: 207.63'  
IE: 205.92'



# LAVENDER & ASSOCIATES, INC.

---

GENERAL CONTRACTORS

March 6, 2026

City of Statesboro  
Attn: Kiara Ahmed

## City Of Statesboro Whitesville Park Cost Proposal #3 Coating Basketball Court

Lavender & Associates proposes to provide labor, material and equipment to install new court surfacing and lines on the basketball courts. We will need truck access to one end of the court.

Court Surfacing & Striping	\$12,890.00
Supervision/Cleanup	\$750.00
Subtotal	\$13,640.00
1% Bond	\$136.40
Subtotal	\$13,776.40
10% OH&P	\$1,377.64
<b>Cost Proposal #3</b>	<b>\$15,154.04</b>

Sincerely,

*Warren K. Holland*

Warren Holland  
Project Manager

P.O. Box 1654 · 300 Pulaski Hwy. · Statesboro, GA 30459  
Telephone 912-489-4677 · Fax 912-764-4226

Needs truck access to one end of courts



## Advanced Athletic Surfaces LLC

1461 Carriage Ridge Dr.

Greensboro GA 30642

March 5th, 2026

Lavender & Associates

Attn: Warren Holland

Ref: Whitesville Park (Raymond St) Basketball Court Surfacing

Advanced Athletic Surfaces is pleased to offer a proposal for the sports coatings for a basketball court on new ~~asphalt~~ <sup>asphalt</sup> at Whitesville Park located at 206 Raymond St in Statesboro, GA. The scope of work and pricing is as follows



Concrete surface

### Court Surfacing/Goal Installation

#### Court Surfacing

- Clean/Prep the new ~~asphalt~~ <sup>asphalt</sup> to prepare for coating
- Flood the new asphalt and mark low areas in need of leveling
- Patch any low areas and level with patching material to ASBA standards. Patch any rough seams
- Apply 2 coats of Acrylic Resurfacer (base coat)
- Apply 2 coats of Acrytech Colorguard to playing areas and out of bounds areas. Colors to be blue playing area/gray keys, center circle, out of bounds areas.
- Stripe for basketball court using two coats of white line paint
- Clean site

Court Coatings Price:

**\$12,890.00**

**Notes:**

1. **Prices include all listed in scope above. Anything not listed in scope above is not included in price**
2. **Prices good for 30 days**
3. **Warranty: 1 year materials/workmanship. No warranty on any issues from new asphalt pad or underlayment**

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Respectfully submitted,

Jason Beck



***Advanced Athletic Surfaces, LLC***

[jbeck8484@gmail.com](mailto:jbeck8484@gmail.com)

(706) 294-5690

# City of Statesboro Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

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

**Date:** 3/10/2026

**RE:** Ditch Witch Trencher for the Natural Gas Department

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to The Charles Machine Works, Inc for the purchase of a Ditch Witch RT45B Trencher per Sourcewell cooperative purchasing contract in the amount of \$76,874.88. This item to be purchased with funds approved in the 2026 CIP Budget, item #NGD-48, funded by system revenues.

**Background:** We are proposing to replace the existing 1998 Ditch Witch trencher that was purchased used in 2000 (28 years old) with a new unit, utilizing the Sourcewell cooperative purchasing contract 110421-CMW. The existing trencher is well past its useful life and is no longer reliable for daily use. The new trencher will be purchased through The Charles Machine Works, Inc. and will be sold and serviced through the Savannah distributor, Ditch Witch Worx (Savannah). The budget estimate was \$85,000.00 and the unit quote received was \$76,874.88.

**Budget Impact:** Funds were approved in the 2026 CIP, #NGD-48, utilizing system revenues.

**Council Person and District:** All

**Attachments:** Sourcewell Quote



The Charles Machine Works, Inc.  
 Ditch Witch Division  
 1959 West Fir Avenue  
 P.O.Box 66  
 Perry, OK 73077  
 Phone No : 1-800-654-6481  
 Fax No : 580 336 0617  
 Email : global@ditchwitch.com

# Quotation

Information	
Quotation No.	20234814
Document Date	03/05/2026
Customer No.	516920
Dealership	DITCH WITCH WORX (SAVANNAH) SAVANNAH
PO	_____
Created by	Jon McLarty

Sold-to Party Address
CITY OF STATESBORO MEMBER # PO BOX 40 STATESBORO GA 30459

**Global Account Price Quote**  
**Quote Valid until :**

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM**

**Quotation Details**

Qty	Material Description	Unit Price	Discount	Amount
1EA	<p><i>SOURCEWELL CONTRACT</i>  <i>110421-CMW</i>            *****</p> <p><i>PER SOURCEWELL CONTRACT</i>  <i>PLEASE ISSUE PURCHASE ORDER TO</i>  <i>THE CHARLES MACHINE WORKS, INC</i>            *****</p> <p><i>SOURCEWELL MEMBERSHIP REQUIRED</i>  <i>PLEASE VISIT</i>  <i>WWW.SOURCEWELL-MN.GOV</i>  <i>FOR MEMBERSHIP</i>            *****</p> <p><b>RT45B - RT45B</b>            With the following configuration:            Trencher Package Make To Order            Manuals English            Engine Highly Regulated            Tire/Tracks 26 X 12-12 8-Ply (Dana 44)            Rear/Front Differential D44 rear steer            Counterweight Frame With 8 Weights            Front Wheel Weights No            Rear Wheel Weights No            Backfill Blade 6-way tilt 64 in</p>			60,690.56

**Confidentiality Notice:**

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



# Quotation

The Charles Machine Works, Inc.  
 Ditch Witch Division  
 1959 West Fir Avenue  
 P.O.Box 66  
 Perry, OK 73077  
 Phone No : 1-800-654-6481  
 Fax No : 580 336 0617

### Sold-to Party Address

CITY OF STATESBORO  
 MEMBER #  
 PO BOX 40  
 STATESBORO GA 30459

### Information

**Quotation No.** 20234814  
**Document Date** 03/05/2026  
**Customer No.** 516920  
**Dealership** DITCH WITCH WORX (SAVANNAH)  
 SAVANNAH  
**PO** \_\_\_\_\_  
**Created by** Jon McLarty

### Global Account Price Quote Quote Valid until : 03/26/2026

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	Swing/Tilt Selector Valve Yes Hydraulic Manifold Kit No Color Standard Hydraulic Oil Standard RT45B-PREP - RT45B Prep Assembly			
1EA	H314B - H314B Digging With the following configuration: Decals English Headshaft Sprocket 14 Tooth Split Slide Kit Hydraulic Slide Auger Shaft Double Auger Type Both AugerShort Color Standard			9,350.88
1EA	140-10009 - RESTRAINT BAR (56", 2P)			132.40
1EA	143-060 - "52" LT ROLLER BOOM (2.000"P)"			1,937.85
1EA	131-416 - 50K 2P DURA/SHK 96P 6.0			2,443.19

#### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



# Quotation

The Charles Machine Works, Inc.  
 Ditch Witch Division  
 1959 West Fir Avenue  
 P.O.Box 66  
 Perry, OK 73077  
 Phone No : 1-800-654-6481  
 Fax No : 580 336 0617

### Sold-to Party Address

CITY OF STATESBORO  
 MEMBER #  
 PO BOX 40  
 STATESBORO GA 30459

### Information

**Quotation No.** 20234814  
**Document Date** 03/05/2026  
**Customer No.** 516920  
**Dealership** DITCH WITCH WORX (SAVANNAH)  
 SAVANNAH  
**PO** \_\_\_\_\_  
**Created by** Jon McLarty

### Global Account Price Quote Quote Valid until : 03/26/2026

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

**FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT [WWW.DITCHWITCH.COM](http://WWW.DITCHWITCH.COM)**

### Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		74,554.88
		Total Freight		1,600.00
		Installation Charge		720.00
		<b>Total Amount</b>		<b>\$ 76,874.88</b>

#### Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.