



May 5, 2026 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr.
3. Recognitions/Public Presentations:
 - A) Presentation of a Proclamation Recognizing May 4, 2026 as International Firefighters Day.
 - B) Presentation of a Proclamation Recognizing May 2026 as Mental Health Awareness Month.
 - C) Presentation of a Proclamation Recognizing the week of May 11-17, 2026 as Statesboro Bike Week.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 04-21-2026 Work Session Minutes
 - b) 04-21-2026 Council Minutes
6. Public Hearing & Consideration of a Motion to approve an application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a)

The Slider Joint
Owner: Travis Phillips
Location: 22 W. Vine St.
License Type: Restaurant

7. Consideration of a motion to approve **Resolution 2026-18**: A Resolution to adopt the second amendment to the Fiscal Year 2026 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
8. Consideration of a motion to approve a contract with Judicial Alternatives of Georgia, Inc (JAG) regarding the provision of probation and pre-trial supervision services for defendants in Statesboro Municipal Court.

9. Consideration of a motion to approve a bid and enter into a contract with Fine Point Services for \$364,778.46 to replace the tipping floor at the Landfill Transfer Station, funded by Solid Waste Disposal Reserve Funds.
10. Consideration of a motion to approve a bid and enter into a contract with Tim Lanier Construction, LLC, for \$316,748.78 for the construction of ENG-114 Edwina Drive Roadway Improvements, to be funded by 2023 TSPLOST funds.
11. Public Comments (General)
12. Other Business from City Council
13. City Managers Comments
14. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
15. Consideration of a Motion to Adjourn

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

International Firefighters' Day

- WHEREAS:** International Firefighters' Day is observed each year on May 4 to recognize and honor the dedication, courage, and sacrifice of firefighters who serve their communities with professionalism, compassion, and bravery; and
- WHEREAS:** firefighters answer the call in moments of crisis, often placing themselves in harm's way to protect life, property, and the safety of others; and
- WHEREAS:** the work of firefighters extends beyond emergency response to include fire prevention, public education, disaster preparedness, rescue operations, emergency medical response, hazardous materials response, and support for the overall safety and well-being of the community; and
- WHEREAS:** the men and women of the fire service demonstrate a deep commitment to duty, teamwork, training, and service, often facing dangerous and unpredictable conditions with calm resolve and skill; and
- WHEREAS:** International Firefighters' Day also provides an opportunity to remember firefighters who have lost their lives in the line of duty and to recognize the lasting impact of their service and sacrifice on their families, departments, and communities; and
- WHEREAS:** the City of Statesboro is grateful for the dedicated service of the Statesboro Fire Department and all firefighters who work each day to protect our residents, businesses, visitors, and neighboring communities; and
- WHEREAS:** recognizing International Firefighters' Day gives the City of Statesboro an opportunity to reaffirm its appreciation for the fire service and to encourage all residents to support fire safety, emergency preparedness, and the firefighters who serve our community.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim May 4, 2026 as

INTERNATIONAL FIREFIGHTERS' DAY

In the City of Statesboro, and encourage all residents to join in honoring the courage, service, and sacrifice of firefighters, both here in our community and around the world.

Jonathan McCollar, Mayor

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

MENTAL HEALTH AWARENESS MONTH

WHEREAS: mental health is an essential component of overall well-being, impacting how individuals think, feel, and act as they navigate life, relationships, and service to others; and

WHEREAS: according to the National Alliance on Mental Illness, 1 in 5 adults in the United States experiences mental illness each year, highlighting the urgent need for awareness, support, and accessible care; and

WHEREAS: mental health awareness is a critical initiative of Health Justice under the Power of S.H.E. (Social, Health, and Economic Justice), a framework that promotes equity, advocacy, and holistic well-being in the communities we serve; and

WHEREAS: the promotion of mental wellness aligns with the founding principles of Zeta Phi Beta Sorority, Incorporated—Scholarship, Service, Sisterhood, and Finer Womanhood; and

WHEREAS: individuals and families within our communities continue to face challenges related to stress, trauma, anxiety, depression, and other mental health conditions that deserve compassion, understanding, and support; and

WHEREAS: stigma surrounding mental health often prevents individuals from seeking the help and resources they need to heal and thrive; and

WHEREAS: the Zeta Phi Beta Sorority, Incorporated Iota Iota Zeta Chapter is committed to fostering safe spaces that encourage open dialogue, education, advocacy, and access to resources that support emotional and psychological well-being; and

WHEREAS: prioritizing mental health strengthens families, empowers communities, and enhances our collective ability to serve with excellence and empathy.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the month of May 2026 as:

MENTAL HEALTH AWARENESS MONTH

in the City of Statesboro and urge all members of the community to engage in meaningful conversations, extend compassion, and actively support initiatives that uplift mental health and emotional well-being.

Jonathan McCollar, Mayor

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

Statesboro Bike Week

WHEREAS: the City of Statesboro, along with the State of Georgia and the United States, recognizes the importance bicycles as an economical, healthy, and sustainable mode of transportation and a popular tool for recreation; and

WHEREAS: cycling supports low-income communities in its low cost and reliability; and

WHEREAS: our community is home to the S&S Greenway, Willie McTell Trail, campus trails at Georgia Southern University, and a growing network of city routes that connect our residents to work, education, and commerce; and

WHEREAS: bicycling is an accessible, inclusive and environmentally friendly form of recreation that promotes physical and mental well-being, encourages active lifestyles, and strengthens community connection; and

WHEREAS: Statesboro is transitioning into a "bicycle-friendly" city where cyclists can recreate and commute safely; and

WHEREAS: the month of May is recognized nationally as National Bike Month and Georgia Bike Month, highlighting the benefits of cycling through infrastructure improvements and community events.

NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the week of May 11 -17, 2026 as

STATESBORO BIKE WEEK

In the City of Statesboro, and I urge all residents to share the road with care and mutual respect and exercise the “power of the pedal” by riding for transportation and recreation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Statesboro to be affixed this 5th day of May 2026.

Jonathan McCollar, Mayor



CITY OF STATESBORO
WORK SESSION MINUTES
APRIL 21, 2026

Mayor & Council Work Session

50 East Main Street

3:30 PM

A Work Session of the Statesboro City Council was held on April 21, 2026 at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Tangie Johnson and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Affairs Manager Layne Phillips. Absent was Councilmembers Paulette Chavers, Ginny Hendley, and John Riggs.

1. Old Register TAD Financing

City Manager Charles Penny introduced the discussion about the Old Register Tax Allocation District (TAD) financing, explaining that the city had previously financed public improvements and infrastructure for the Publix development area but needed to refinance the project as the current financing was set to expire in August 2026.

Doug Gebhardt from Davenport, the city's financial adviser, presented a comprehensive overview of the TAD financing situation. He explained that a TAD is a defined geographical area where taxes generated from property value increases above a base year are allocated back into that specific district. The Old Register TAD was established around 2018-2019 with participation from both the school system and county, allowing the city to benefit from their tax increments as well. Gebhardt detailed the financial history, noting that the original bond was issued in 2019 for infrastructure improvements around the Publix area, primarily roads and sidewalks. The COVID pandemic delayed development, requiring a refinancing in 2023. Now, with the area more mature and generating sufficient revenue, a full long-term financing was needed to replace the bullet maturity of \$4.75 million due in August 2026.

The presentation showed significant growth in the TAD's market value, from approximately \$5.5 million in 2021 to nearly \$44 million in 2026 - almost an eight-fold increase. Current TAD revenues were generating around \$450,000 annually. However, Gebhardt noted that the new property tax relief sales tax (FLOST) would reduce millage rates by approximately 40 percent for city and county, though school board rates would remain unchanged, resulting in projected revenues of about \$340,000.

Gebhardt proposed two financing options through a direct bank loan process rather than public market bonds. Option 1 was a 20-year bullet structure providing maximum flexibility, where surplus revenues each year would pay down principal. Option 2 offered a more structured approach with annual debt service of approximately \$237,000, providing banks with more predictable returns while still allowing for prepayment of surplus funds.

Mayor Pro Tem Shari Barr asked about using additional TAD revenues for other projects. Gebhardt explained that the redevelopment plan restricted use of these funds solely to the original infrastructure project, and once the debt was paid off, the TAD would dissolve completely, returning those tax revenues to the general fund.

The financing timeline called for council approval of an intent resolution at the evening meeting, distribution of RFPs to banks the following day, responses by May 11th, and final approval at the May 19th council meeting with closing in mid-June.

2. Comparing Firefighter Health Care Models

Fire Chief Tim Grams began the presentation by announcing that the Statesboro Fire Department had officially achieved ISO Class 1 rating, placing them among only about 515 fire departments nationwide to receive this elite designation out of nearly 37,000 departments.

Chief Grams then introduced the partnership with Georgia Southern University, crediting Deputy Chief Bobby Duggar with initiating conversations around firefighter health and wellness programs. The partnership, which began around

2018, has grown to become the foundation for numerous health initiatives including annual physicals, hiring a fire department physician, bringing on athletic trainer Marissa, and establishing the city gym.

Dr. Bridget Melton and Dr. Emily Langford from Georgia Southern presented their research on firefighter health care models. Dr. Melton, an exercise physiologist with 25 years at Georgia Southern, explained that firefighter injuries cost approximately \$9 billion annually across the United States, with most fireground injuries being preventable musculoskeletal strains, sprains, and overexertion.

The partnership takes a "tactical athlete" approach, recognizing that firefighters, like military and law enforcement personnel, must perform physically and mentally at high levels under unpredictable conditions. The program includes fitness training, mental skills development, nutrition guidance, and rehabilitation services, all supported by graduate research assistants.

Dr. Langford presented data from their partnership with Statesboro Fire from 2018 to present, showing improvements across all health metrics including body composition (reduced body fat, increased bone density), maintained cardiovascular endurance and blood pressure, and significantly improved muscular fitness, strength, endurance, power, and mobility.

The presentation highlighted a major three-year national study conducted with FEMA and the University of Kentucky, comparing traditional workers' compensation models with direct access care models across six fire departments in Georgia, Colorado, California, and Kentucky. The study included large, medium, and small departments to ensure balanced comparison.

Results showed the direct access care model resulted in 35 percent lower risk of musculoskeletal injuries (17 percent vs 25 percent injury rate), significantly lower costs (\$6,400 vs \$10,000 per firefighter), and fewer lost days (4.4 vs 10.8 days per incident). The direct access model also showed significantly lower preventable injuries.

Most impressively, Statesboro's specific results far exceeded even the direct access model averages, with costs of only \$450 per injury compared to \$10,000 for traditional and \$6,400 for direct access models. Maximum case costs were \$16,000 for Statesboro versus \$190,000 for traditional models, and maximum lost days were 50 versus 230 for direct access models.

City Manager Charles Penny noted that while the federal grant supporting some graduate assistants was ending, Georgia Southern had committed to funding graduate assistance for another year. He emphasized that Statesboro was doing "amazing things" in employee health that other communities envied.

Mayor Pro Tem Shari Barr asked about cultural adoption within the department. Chief Grams confirmed that the programs were now built into the department culture, with nearly 100 percent buy-in from firefighters who initially may have been skeptical but now understand and see the benefits.

Deputy Chief Bobby Duggar noted that other fire departments regularly call seeking information about replicating Statesboro's model, including departments from Savannah, North Georgia, Waycross, Denver, and San Antonio. He emphasized that Statesboro, despite being one of the smallest departments with this comprehensive system, had become a model that larger departments were trying to replicate.

3. Data Center Proposed Ordinance

Planning Director Justin Williams presented a comprehensive proposed ordinance for regulating data centers in Statesboro. He explained that staff had made significant progress in developing regulations after visiting data centers and conducting extensive research with other cities, TSW consultants, and various stakeholders.

The proposed ordinance would create a new section in the Unified Development Code specifically for "Technological Facilities and Data Centers," following Georgia Department of Community Affairs naming conventions. Williams emphasized the goal of balancing accessibility for development while protecting the community.

The ordinance defines two categories: edge data centers (not exceeding 50 acres) and hyperscale data centers (up to 200 acres or 500,000 square feet). It also defines sensitive receptors including residences, schools, churches, and other facilities requiring quiet environments.

Data centers would be permitted in Highway Oriented Commercial (HOC), Light Industrial, Mixed Use (MX), and Office districts, with restrictions preventing hyperscale facilities in MX and Office districts. The ordinance includes provisions for adaptive reuse of existing buildings.

Williams provided context by showing the massive 432-acre, 3 million square foot for the Freeport Data Center being developed in London, Georgia, emphasizing that Statesboro's ordinance would prevent such overwhelming developments.

Setback requirements include 75 feet from sensitive receptors for edge data centers and a full football field (300+ feet) for hyperscale facilities. All facilities would require 50-200 feet of buffering with trees and vegetation.

Utility requirements mandate connection to municipal sewer and water with closed-loop cooling systems for all facilities. A water management plan showing projected monthly and peak consumption would be required upfront.

For noise control, rather than setting arbitrary decibel limits, the ordinance requires noise studies to establish ambient conditions and ensure data centers don't increase ambient noise levels. Emergency generator testing would be limited to weekday daylight hours for approximately 30 minutes.

Environmental provisions reference existing ordinance sections while allowing the UDC administrator to require compliance with Georgia Stormwater Management Manual standards and alternative pervious materials like permeable pavers.

The ordinance incentivizes wetland preservation by allowing preserved wetlands to count toward required tree canopy, addressing concerns about Army Corps of Engineers changing wetland classifications.

Screening requirements include visual barriers with approved trees and opaque fencing at sensitive receptors. Architectural features like rooftop generators must be enclosed with parapet walls. Maximum building height is set at 65 feet, matching other zoning districts, with fire department approval required for higher parapet walls.

Community investment provisions require applicants to demonstrate positive economic impact or enter community agreements for infrastructure funding. Decommissioning plans must include IT infrastructure removal to allow future business use of buildings.

All data centers require special use permits from city council, with 24-month timelines to obtain land disturbance or building permits or lose the permit. Zoning changes restart the special use process, and cessation of utility service for 12 months triggers permit expiration.

The approval process includes consultation meetings, letters of allowance from the mayor, right start meetings, potential zoning amendments, special use permits, land disturbance permits, and building permits.

Justin Williams noted the ordinance addresses concerns raised by the Ogeechee Riverkeeper at county meetings, including special use permit requirements, water management plans, and mandatory closed-loop systems.

The proposed timeline includes a May 5th Planning Commission meeting, May 19th first reading, and June 2nd second reading for potential adoption.

Mayor Pro Tem Shari Barr asked about non-disclosure agreement prohibitions. Justin Williams explained this wasn't included but could be added, noting the water management plan would provide peak usage information but not power consumption details.

City Manager Charles Penny expressed concerns about ensuring data centers pay their electrical costs rather than transferring costs to citizens through rate increases.

Mayor Pro Tem Barr raised environmental concerns about backup generators, particularly diesel fuel systems. Justin Williams explained the ordinance only regulated monthly testing schedules, not long-term emergency operations, noting some facilities were moving to battery or natural gas alternatives.

Regarding the timeline, Mayor Pro Tem Barr wanted to review the document before first reading. Mr. Penny assured council they could see the draft anytime and control the approval timeline, with the Planning Commission providing recommendations but council retaining final authority.

4. Annual Audit

City auditor Richard Deal from Deal & Associates presented the annual audit for fiscal year ending June 30, 2025. He thanked the city council for continuing their services and praised the finance department for their excellent work providing audit information.

Deal highlighted key findings from the government-wide financial statements. Total city assets reached \$236 million, representing a \$12.263 million or 5 percent increase. Total liabilities were \$50.345 million, actually decreasing by \$5.954 million or 11 percent.

Major liability items included \$5.960 million in unearned ARPA revenue, \$6.876 million in OPEB liability, and \$11.2 million in net pension liability. The pension liability decreased significantly by \$3.9 million or 26 percent due to strong investment earnings. Revenue bonds payable totaled \$14.3 million, down \$1.307 million or 8 percent.

The city's total net position reached \$183 million, increasing \$15.058 million or 9 percent. Of this, \$115.640 million (63 percent) was invested in capital assets net of debt, with \$14.261 million (8 percent) in unrestricted net position.

Governmental activities showed total expenses of \$39.8 million, up \$4.6 million or 13 percent, while total revenues were \$52.923 million, increasing 6 percent. Major revenues included \$3.5 million in used ARPA funds, \$8.657 million in T-SPLOST, \$8.8 million in SPLOST, \$1.817 million in investment earnings, and another \$2.068 million in restricted investment earnings.

For the general fund specifically, total assets were \$7.976 million, down \$471,000 or 6 percent. Fund balance was \$6.856 million, decreasing \$640,000 or 9 percent. Despite the decrease, the general fund remained strong at 27 percent of annual expenditures, above the recommended 25 percent minimum.

General fund revenues totaled \$20.711 million, up \$2.180 million or 12 percent, while expenditures were \$21.642 million, increasing \$3.080 million or 17 percent.

Other funds showed strong positions: 2013 SPLOST had \$1.947 million remaining, 2019 SPLOST had \$19.669 million remaining with \$9.676 in total revenues, and the new 2023 T-SPLOST collected \$8.664 million with \$13.451 million fund balance.

Enterprise funds had total net position of \$81.510 million, up \$2.212 million or 3 percent. Total revenues were \$29.573 million, increasing \$2.362 million or 9 percent. However, expenses rose significantly to \$28.984 million, up \$5.3 million or 22 percent, resulting in operating net income of only \$589,000, down \$2.9 million from the prior year. Enterprise funds transferred \$4.649 million to support governmental activities.

Internal service funds, primarily the health insurance fund, experienced significant challenges with total net position of only \$23,000. The health insurance fund incurred heavy claims resulting in a \$970,000 deficit, requiring a \$619,000 transfer from other funds.

Mayor Pro Tem Shari Barr confirmed the city remained in good financial shape. Deal agreed, noting very strong finances overall.

City Manager Charles Penny noted that Mr. Deal would provide a brief overview at the regular meeting for public transparency.

The meeting was adjourned at 4:50 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
APRIL 21, 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

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

ATTENDANCE

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

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

3. Recognitions/Public Presentations:

Mayor McCollar called on Statesboro Fire Chief Tim Grams to make an announcement.

Fire Chief Tim Grams announced that the city has officially received the ISO Class 1 rating, the highest possible classification for fire departments. Out of over 37,000 fire departments nationwide, only about 500 achieve this status. Chief Grams credited this achievement to the staff's training, professionalism, and pride.

A) Presentation of the City's Fiscal Year 2025 Audit Results by Richard Deal, with Lanier, Deal, and Proctor.

Richard Deal from Lanier, Deal, and Proctor presented the audit results, reporting that the city is in excellent financial condition. The city's government-wide financials showed total assets of almost \$236 million and a total net position of \$183 million, representing a 9% increase of over \$15 million for the year. The general fund had an ending fund balance of approximately \$6.9 million, with a slight decrease of \$640,000 but still maintaining a strong 27% of total annual expenditures. The enterprise funds showed a total net position of approximately \$81.5 million.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 04-07-2026 Council Minutes

B) Consideration of a motion to approve the surplus and disposition of equipment in the Central Services Department that have exceeded their useful life.

A motion was made to approve consent agenda.

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

6. **Public hearing and consideration of a motion to approve APPLICATION RZ 26-03-01: Jake Reynolds and Elliot Wilson requests a Zoning Map Amendment on East Olliff Street from R-3 (Medium Density Multi- Household)/R-4 (High Density Residential) & LI (Light Industrial) districts to R-3 (Medium Density Multi-Household District). The proposed project site is three (3) separate tracts flanking East Olliff Street with A.C. Dunlap Cemetery sitting between two parcels on the Southside on the street. The proposed project is sixteen (16) separate lots consisting of duplexes, open and green spaces. (Tax Parcel # S49 000018 000).**

A motion was made to open the public hearing.

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

Randy Dykes, representing the petitioner, spoke in favor of the request and clarified that the project includes 19 lots rather than 16 as initially stated.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION RZ 26-03-01**: a Zoning Map Amendment on East Olliff Street from R-3 (Medium Density Multi- Household)/R-4 (High Density Residential) & LI (Light Industrial) districts to R-3 (Medium Density Multi-Household District). The proposed project site is three (3) separate tracts flanking East Olliff Street with A.C. Dunlap Cemetery sitting between two parcels on the Southside on the street. The proposed project is sixteen (16) separate lots consisting of duplexes, open and green spaces. (Tax Parcel # S49 000018 000).

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

- Public hearing and consideration of a motion to approve APPLICATION RZ 26-03-03: PMM Properties LLC requests a Zoning Map Amendment of 115 Park Ave from R-15 (One Household Residential) to R-3 (Medium Density Multi-Household). The parcel is 0.69-acres and is proposed to convert the single-family house into a multi-family with four dwelling and an attached accessory dwelling unit (ADU). Totaling five (5) units (Tax Parcel # S40 000056 000).**

A motion was made to open the public hearing

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

Chris Gohagen, a local attorney for PMM Properties, stated that the conversion would address the city's identified housing shortage and diversity needs as outlined in the 2025 comprehensive plan. He presented evidence of existing multi-family properties throughout the neighborhood, including duplexes and apartment buildings, arguing this wouldn't constitute spot zoning. The property would be converted from existing rooms with minimal exterior changes, primarily enclosing a carport for the ADU.

Opposition came from neighborhood residents led by homeowners Missy Bennet, Steve Brownlee, and Scott Marchbanks, speaking on behalf of residents from Park Avenue, Savannah Avenue, College Boulevard, East Grady Street, East Inman, Jones, and Brannen streets. Over 100 signatures were collected opposing the rezoning. Key concerns included:

- The property's designation on the National Register of Historic Places as part of the Savannah Avenue Historic District
- The home's 102-year history as single-family residence since 1920
- Incompatibility with the existing neighborhood character
- Current tenant issues including police incidents and code violations
- The property owner's history of unpermitted work and absentee ownership

Leigh Ames, whose property directly faces the subject property, described ongoing problems with current tenants including noise disturbances, trash dumping, and police incidents including a SWAT team response. She expressed concerns about increased density potentially bringing 25 or more vehicles to the area.

In rebuttal, Mr. Gohagen emphasized the community-wide need for diverse housing options and disputed characterizations of renters as inherently problematic neighbors.

A motion was made to close the public hearing.

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

Mayor Pro Tem Shari Barr shared that Councilmember John Riggs, who was absent, opposed the zoning change. She agreed with the need for housing diversity but felt the neighborhood's character should be protected from further change.

A motion was made to deny **APPLICATION RZ 26-03-03**: a Zoning Map Amendment of 115 Park Ave from R-15 (One Household Residential) to R-3 (Medium Density Multi-Household). The parcel is 0.69-acres and is proposed to convert the single-family house into a multi-family with four dwelling and an attached accessory dwelling unit (ADU). Totaling five (5) units (Tax Parcel # S40 000056 000).

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

Mayor McCollar expressed concern about how other multi-family properties in the area came to exist without proper documentation, directing staff to investigate these unpermitted conversions.

8. Consideration of a motion to approve Resolution 2026-15: A Resolution to terminate the Memorandum of Understanding with Agape Worship Center and Habitat for Humanity regarding the redevelopment of residential real property on the Johnson Street area.

A motion was made to approve **Resolution 2026-15**: A Resolution to terminate the Memorandum of Understanding with Agape Worship Center and Habitat for Humanity regarding the redevelopment of residential real property on the Johnson Street area.

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

9. Consideration of a motion to approve Resolution 2026-16: A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Maintenance and Improvement Grant Safety Action Plan Application for FY 2026.

A motion was made to approve **Resolution 2026-16**: A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Maintenance and Improvement Grant Safety Action Plan Application for FY 2026.

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

10. Consideration of a motion to approve Resolution 2026-17: A Resolution of the City of Statesboro, Georgia declaring its official intent to issue its Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), series 2026 for the purpose of refunding its outstanding Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023; authorizing the Mayor and other officials of the City to take such further actions as are necessary to provide for the sale of such bond; and for other purposes.

A motion was made to approve **Resolution 2026-17**: A Resolution of the City of Statesboro, Georgia declaring its official intent to issue its Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), series 2026 for the purpose of refunding its outstanding Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023; authorizing the Mayor and other officials of the City to take such further actions as are necessary to provide for the sale of such bond; and for other purposes.

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

11. Consideration of a motion to approve a Water/Sewer Agreement with North Point Oak Grove, LLC in order to serve 39.05 acres at Hwy 67 and Elmer Phillips Drive outside the City Limits.

A motion was made to approve a Water/Sewer Agreement with North Point Oak Grove, LLC in order to serve 39.05 acres at Hwy 67 and Elmer Phillips Drive outside the City Limits.

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

12. Consideration of a motion to award an extension of the solid waste landfill agreement with Waste Management of Georgia, Inc. for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.

A motion was made to approve the extension of the solid waste landfill agreement with Waste Management of Georgia, Inc. for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.

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

13. Consideration of a motion to award an extension of the solid waste transportation agreement with Atlantic Waste Services for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.

A motion was made to approve the extension of the solid waste transportation agreement with Atlantic Waste Services for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.

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

14. Consideration of a motion to award a contract to D. Lance Souther Inc. in the amount of \$153,000.00, for the Belair Subdivision Gas Main & Service Replacement Project with the approval to spend up to \$250,000. Project to be paid for with funds in the Natural Gas CIP budget item # NGD-106 using 2025 SPLOST.

A motion was made to approve an award of contract to D. Lance Souther Inc. in the amount of \$153,000.00, for the Belair Subdivision Gas Main & Service Replacement Project with the approval to spend up to \$250,000. Project to be paid for with funds in the Natural Gas CIP budget item # NGD-106 using 2025 SPLOST.

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

15. Consideration of a motion to approve Task Order 2 with Michael Baker International, Inc., in a not-to-exceed amount of \$958,977.31 for engineering design services for the Bridges on the Creek on the Blue Mile project, STM-34, to be funded by GDOT.

A motion was made to approve Task Order 2 with Michael Baker International, Inc., in a not-to-exceed amount of \$958,977.31 for engineering design services for the Bridges on the Creek on the Blue Mile project, STM-34, to be funded by GDOT.

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

16. Public Comments (General):

Newman and Donna Samples addressed concerns about sewer system failures on Bedford Street. They experienced significant property damage when their sewer line collapsed, backing up into their house and requiring extensive repairs and remodeling. This marked the second time they had to remodel due to sewer issues, following flood damage in 2021-22. The couple had to pay for both the sewer repair from their house to the road and the road restoration, totaling approximately \$20,000.

They explained that the street uses older "tar paper" sewer lines from the 1960s that are failing throughout the neighborhood, affecting multiple residents. She requested the city take responsibility for sewer repairs within the street right-of-way, noting that many neighbors lack the financial resources for such expensive repairs.

Mayor McCollar reiterated his longstanding position that the city should be responsible for infrastructure within city streets, noting this issue was previously addressed in 2023 without sufficient votes for passage.

City Manager Charles Penny indicated staff would bring a recommendation to council within 60-90 days, emphasizing the need for a sustainable long-term policy while acknowledging the financial assistance program implemented in 2023.

Kathy Dixon addressed abandoned and dilapidated properties throughout the city, presenting photographs of numerous neglected residential and commercial properties on Main Street, shopping areas, and neighborhoods. She detailed the progression of property deterioration leading to health hazards from mold, rodents, and disease; safety concerns from vandalism, fire risks, and dangerous conditions for children; and negative impacts on neighbors through reduced property values and tax revenue.

Dixon noted that eight such properties exist along planned West Main and East Main corridor improvements, questioning the city's priorities in spending millions on corridor development while allowing deterioration of existing properties. She called for stronger code enforcement and urged council members to tour the city to witness the extent of the problem.

17. Other Business from City Council

Mayor Pro Tem Shari Barr made three announcements:

- The Averitt Center is hosting a free Chamber Orchestra Spring concert at 7:30 PM this evening.
- Tomorrow is Earth Day and the Statesboro Regional Art Association, is sponsoring a kindness rocks event at West Main Gallery from 4-6 pm, featuring painting of recycled plastic rocks.
- Introduction of visibility bands sponsored by the City of Statesboro Greener Boro Commission in an effort to improve pedestrian and cyclist safety. A local resident sponsored the first 2,500 bands in memory of her late husband. The bright green bands are reflective and will be available free at City Hall and the Police Department.

18. City Managers Comments

City Manager Charles Penny highlighted the successful ribbon cutting for Whitesville Park, expressing pride in the new addition to the city's park inventory. He announced the longest table event scheduled for May 2nd at 4:00 pm on East Main Street and the budget work session scheduled for May 12th at 2:00 pm.

Mr. Penny addressed Ms. Dixon's code enforcement concerns, explaining the legal process requirements and court system constraints that affect enforcement timelines. He noted the city's commitment with two dedicated code enforcement staff members and last year's \$250,000 demolition budget that successfully removed long-standing problem properties.

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).

There was no need for executive session

20. Consideration of a Motion to Adjourn

A motion was made to adjourn

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

The meeting was adjourned at 6:45 p.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: City Manager Charles Penny & City Clerk Leah Harden

From: Jennifer Blackburn, Tax & License Coordinator

Date: April 28, 2026

RE: The Slider Joint

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.

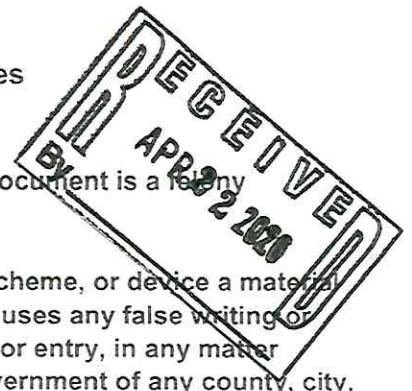
Recommendation: Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

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



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: The Slider Joint

D/B/A Name

2. Applicant's Name: Travis Phillips

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 22 W. Vine St.

Statesboro GA. 30458

4. Business mailing address: 25 South Main St.

Statesboro GA. 30458

5. Local business phone number: 912-531-0782

Corporate office phone number: _____

6. Name of Manager: Travis Phillips

Person responsible for alcohol licensing issues

7. Phone number for manager: 912-531-0782

8. Email address for manager: shvg @ thepaintedchef.com

9. Address of manager: 25 South Main St. Statesboro GA. 30458

10. Purpose of application is:

New Business X New Owner X

Previous owner's name: Darin VanTassle

If the business name has changed, list previous name: Vandy's

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: Travis Phillips Phone #: 912-531-0782

Home Address: 25 S. Main St.
Statesboro GA - 30458

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

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

Name & address of partnership, LLC, or LLP: _____

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

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

17. Officers:

Full Legal Name: Travis Phillips Phone #: 912-571-0102

Home address: 25 South Main St.
Statesboro GA 30458

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: _____

15. Members of LLC and/or partners:

Full Legal Name: Travis Phillips Phone #: 912-531-0782

Home Address: 25 South main St.
Statesboro GA 30452

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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: N/A

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? _____

Attach additional pages if necessary

*As shareholder
- Individual*

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: Travis Phillips Phone #: 912-531-0752

Previous address: 300 Rocky Road Roswell GA 30452

Dates lived there: 2002 - 2023

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:

Holland Properties
1632 Verrazano Dr. Wilmington NC. 28405

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

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

Highport Property Management

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

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

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

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

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

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

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

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

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

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

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

NO

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

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

Calculation of Basic License Fee

For Calendar Year: 2026

<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	<u>✓</u>	\$2800
3. Caterer	<u>.</u>	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	<u>✓</u>	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 3100⁰⁰

The Slider Joint
Travis Phillips
22 W. Vine St.

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Monica Gann	Approved	Proximity Map is required. Projects with recently approved licenses are exempt from proximity map requirements - JLW
Fire Department	Justin Taylor	Approve	Occupational Tax Certificate Inspection completed on 3/26/2026. No issues noted. 4/22/2026
Police Department	Jared Akins	Approve	4/28/26
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari R 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: Mr. Charles Penny, City Manager

From: Cindy S. West, Director of Finance

Date: April 29, 2026

RE: Second Budget Amendment

Enclosed is the Second Budget Amendment for Fiscal Year 2026. The amendment is to budget for expenses through the year not anticipated such as increase in Surveying Fees in the Engineering Department, Bank Card Charges in the Finance Department, Public Defender Services for the Municipal Court and Debt Service Payments in the General Fund. An increase in interest revenue and increases in the housing rehabilitation in the ARPA Fund, increase in both revenues and expenses for KSBB and Bullet Proof Vest Program in the Multiple Grant Fund, increase in Proceeds from Insurance, Contract labor and Vehicles in the Fire Fund, Contract Services in the South Main TAD, increase in revenues for the 2019 SPLOST as well as expenditures for the Police Vehicles, Fire Portable Radios and Fire Station, and Transfer to Solid Waste Disposal Fund, increase in revenues for the LMIG Grant and Interest Revenues in the 2023 TSPLOST, increase in revenue and expenditure for LMIG Akins Boulevard, and increase in Grant Stream Restoration. It also appropriates the amounts shown in each fund as expenditures or expenses for unexpected, but approved purchases throughout the year. I recommend the approval of the proposed budget amendment.

RESOLUTION 2025-18: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE FISCAL YEAR 2026 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed Second Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this Second Budget Amendment for Fiscal Year 2026;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Second Budget Amendment for the City's Fiscal Year 2026 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 5th day of May, 2026.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

ATTACHMENT #1

FY 2026 SECOND BUDGET AMENDMENT

100 General Fund:

- Increase Revenue for Transfer from ARPA Fund by \$30,000
- Increase Expenditure in the Engineering Department for Surveying/Appraisal Fees by \$21,000
- Increase Expenditure in the Finance Department for Bank Card Charges by \$80,000
- Increase Expenditure in the Municipal Court Department for Public Defender by \$20,000
- Increase Expenditure for Debt Service for the GMA SWAP payment by \$58,300
- Decrease Expenditure for the Boys & Girls Club by \$9,000

Net effect on Fund is: Decrease in Fund Balance by \$140,300

210 Confiscated Assets Fund:

- No Changes

Net effect on Fund is: None

213 Opioid Settlement Fund:

- No Changes

Net effect on Fund is: None

221 CDBG Fund:

- No Changes

Net effect on Fund is: None

224 US Department of Justice Grant:

- Increase Expenditure for Education and Training by \$29,015

Net effect on Fund is: Decrease in Fund Balance by \$29,015

230 ARPA Fund:

- Increase Revenue for Interest by \$70,000
- Increase Expenditure for Security Enhancement Incentive Program by \$14,480
- Increase Expenditure for Project Unit J14 by \$3,020
- Increase Expenditure for Project Unit R10 by \$10,500
- Increase Expenditure for Project Unit J25 by 17,450
- Increase Expenditure for Contract Labor/Services by \$34,895
- Increase Expenditure for Housing Relocation Cost by \$11,855
- Increase Expenditure for Transfer to General Fund by \$30,000

Net effect on Fund is: Decrease in Fund Balance by \$52,200

250 Multiple Grants Fund:

- Increase Revenue for KSBB Brace Grant by \$2,500
- Increase Expenditure for KSBB Expense by \$2,500
- Increase Revenue for BVP Grant by \$3,050
- Increase Expenditure for BVP Grant Expense by \$3,050

Net effect on Fund is: None

270 Statesboro Fire Service Fund:

- Increase Revenue for Proceeds from Insurance by \$41,050
- Increase Expenditure for Contract Labor/Services by \$25,500
- Increase Expenditure for Vehicles by \$49,900

Net effect on Fund is: Decrease in Fund Balance by \$34,350

271 South Main TAD Fund:

- Increase Expenditure for Contract Labor/Services by \$110,000

Net effect on Fund is: Decrease in Fund Balance by \$110,000

272 Old Register TAD Fund:

- No Changes

Net effect on Fund is: None

275 Hotel/Motel Fund:

- No Changes

Net effect on Fund is: None

286 Technology Fee Fund:

- Increase Revenue for Technology Fee by \$29,480
- Increase Expenditure for Patrol Cellphones by \$11,000

Net effect on Fund is: Increase in Fund Balance by \$18,480

323 2013 SPLOST Fund:

- No Changes

Net effect on Fund is: None

324 2018 TSPLOST Fund:

- No Changes

Net effect on Fund is: None

325 2019 SPLOST

- Increase Revenue for Proceeds for Police by \$94,180
- Increase Revenue for Proceeds for Fire by \$126,710
- Increase Revenue for Proceeds for Public Works Projects by \$24,050
- Increase Revenue for Proceeds for Greenspace Projects by \$42,180
- Increase Revenue for Proceeds for City Structures by \$44,100
- Increase Revenue for Proceeds for Cultural Facilities by \$10,340
- Increase Revenue for Proceeds for Economic Development by \$38,340

- Increase Revenue for Proceeds for W/S Projects by \$146,930
- Increase Revenue for Proceeds for NG Projects by \$38,345
- Increase Revenue for Proceeds for Solid Waste Projects by \$9,585
- Increase Revenue for Proceeds for IT Projects by \$6,215
- Increase Expenditure for PD-1 Vehicles and Conversion by \$78,150
- Increase Expenditure FD-84 Portable Radio Replacement by \$149,265
- Increase Expenditure for FD-85 Fire Station by \$940,000
- Increase Expenditure for Transfer to SWD Fund by \$ 1,400,000
- Increase Expenditure for Transfer to Central Service Fund by \$31,130
- **Net effect on Fund is: Decrease in Fund Balance by \$2,017,570**

326 2023 TSPLOST

- Increase Revenue for LMIG Grant GDOT Traffic Projects by \$115,435
- Increase Revenue for Interest by \$150,000
- Increase Expenditure for ENG-113g New Traffic Signals by \$35,000
- **Net effect on Fund is: Increase in Fund Balance by \$230,435**

344 LMIG – Akins Boulevard

- Increase Revenue for GDOT Grants Traffic Projects by \$564,945
- Increase Expenditure for ENG-138 Akins Blvd. by \$562,830
- **Net effect on Fund is: Increase Fund Balance by \$2,115**

350 Capital Improvements Program Fund:

- No Changes

Net effect on Fund is: None

505 Water and Sewer Fund:

- Increase Expenditure for Indirect Cost Allocation-GF in the W/S Department by \$101,330
- Increase Expenditure for Indirect Cost Allocation-GF in the WW Department by \$101,330
- Increase Expenditure for Repair & Maintenance-Wells by \$90,250

Net effect on Fund is: Decrease in Cash by \$292,910

507 StormWater Fund:

- Increase Revenue for 319(h) Grant Stream Restoration by \$221,635
- Increase Expenditure for Contract Labor/Services by \$26,565

Net effect on Fund is: Increase in Cash by \$195,070

515 Natural Gas Fund:

- No Changes

Net effect on Fund is: None

541 Solid Waste Collection Fund:

Commercial Division

- Increase Expenditure for Software Support by \$37,440

Residential Division

- Increase Expenditure for Overtime by \$37,000

Rolloff Division

- No Changes

Yardwaste Division

- Increase Expenditure for Overtime by \$13,975

Net effect on Fund is: Decrease in Cash by \$79,050

542 Solid Waste Disposal Fund:

- No Changes

Net effect on Fund is: None

601 Health Insurance Fund:

- No Changes

Net effect on Fund is: None

602 Fleet Management Fund:

- No Changes

Net effect on Fund is: None

604 Wellness Fund:

- No Changes

Net effect on Fund is: None

605 Central Service Fund:

- No Changes

Net effect on Fund is: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: April 24, 2026

RE: May 5, 2026 City Council Agenda Items

Policy Issue: Consideration of contract with Judicial Alternatives of Georgia, Inc (JAG) regarding the provision of probation and pre-trial supervision services for defendants in Statesboro Municipal Court.

Recommendation: Approval

Background: JAG has provided these services in Municipal Court since 2018. An RFP was issued, and JAG was the only responsive bid submitted

Budget Impact: None, \$45 monthly fee paid by probationer or supervisee.

Council Person and District: N/A

Attachments: Proposed contract



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between **Judicial Alternatives of Georgia, Inc.**, a corporation, organized under the laws of the State of Georgia, with its principal place of business at 901 Bellevue Ave Dublin, Georgia hereinafter called "Contractor" and the **City of Statesboro**, Georgia hereinafter called "City". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. Contractor agrees to comply with all relevant state and federal laws applicable to probation services.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Community Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by DCS Misdemeanor Probation Oversight Unit (MPOU).

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years

of age; sign a statement co-signed by the probation entity director or his/her designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check. Contractor shall have a criminal history records check made of **all** employees, agents, contractor, intern, or volunteers and give written consent to the Department of Community Supervision or the City of Statesboro to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed **250** probationers per probation officer for basic supervision and **100** probationers per probation officer for intensive supervision. Probation Officers shall make **1** office contact per **month**. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a monthly report, on or before the 10th day of the following month, summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the month, in such detail as requested. Contractor shall provide personal history, employment data, and location information to the court or law enforcement as necessary in tracking probation violators.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the **10th** day of the following month. Restitution shall be paid to the victim by the **10th** day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk.

In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court

costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.

2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.

2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.

3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders**: Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases**: Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) **Consecutive sentences**: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of community service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$55.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor **two (2)** days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on **July 1, 2026** and shall continue until **June 30, 2029**. This Agreement, its terms and conditions, shall be for one year with option to renew on a year to year basis for two additional years unless otherwise terminated as provided for herein or unless written notice to the contrary is directed to the other party at least thirty (30) days prior to the date of expiration. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within fifteen (15) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Contractor shall maintain comprehensive general liability insurance, including acts, errors or omissions and contractual liability insurance, in an amount not less than \$1,000,000. JAG shall furnish continuous proof of insurance coverage as required hereunder, as well as proof of maintaining employee bonds in an amount of \$100,000 per employee.

O. Indemnification

Neither the Court nor the Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc**, for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **City of Statesboro**. Contractor shall indemnify and hold harmless the Court and City of Statesboro, Georgia from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this contract.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of the **City of Statesboro** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and the City of Statesboro from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City of Statesboro to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **City of Statesboro**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute.

Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc.

Attn: Kenneth Kight
901 Bellevue Ave
Dublin, Georgia 31021
Office: (478) 284-0060
Fax: (478) 274-8168

City of Statesboro

Statesboro, Georgia
Attn: Clerk

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

By: _____

Name: Kenneth Kight

Title: Judicial Alternatives of Georgia, Inc.

By: _____

Name: _____

Title: _____

City of Statesboro, Georgia

By: _____

Chief Judge: _____

Court: City of Statesboro, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 1 weekly contact)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender
GCVEF	\$9.00 per month, per offender
<u>ADDITIONAL SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$25.00 per screen
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender

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: April 27, 2026

RE: Recommendation of Lowest Bidder for Construction of Transfer Station Tipping Floor Replacement

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of a contract with Fine Point Services, in the amount of \$364,778.46 for construction of Transfer Station Tipping Floor replacement.

Background:

The Transfer Station Tipping Floor is the location where all residential and commercial solid waste is transferred from garbage trucks to the trucks that transport the material to Superior Landfill in Chatham County. The floor has experienced rapid damage and deterioration over the past year, due to wear from equipment transferring the solid waste, as well as chemicals from the waste. This damage has made parts of the floor unusable and has reduced the capacity of the floor for operations. The push wall is also damaged from years of use as well.

The work in this contract includes removal and replacement of the existing floor and push wall., as well as the removal of a truck well and scales that are no longer used. The City received sealed bids for the project on April 15, 2026. Two bids were received, with Fine Point Services being the low bidder. Fine Point Services met all requirements of the bid package.

Budget Impact:

The work is to be funded using Solid Waste Disposal Division reserve funds.

Council Person and District: The transfer station serves all districts in the City, as well as Bulloch County.

Attachments: Bid Results

CC: Darren Prather, Director of Central Services
Cindy West, Director of Finance

City of Statesboro

Transfer Station Tipping Floor Replacement Bid Results

April 15, 2026

BIDDER	AMOUNT
Fine Point Services	\$364,778.46
Tim Lanier Construction	\$395,728.00

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: April 27, 2026

RE: Recommendation of Lowest Bidder for Construction of ENG-114 Edwina Drive Improvements Project

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of a contract with Tim Lanier Construction, LLC, in the amount of \$316,748.78 for construction of ENG-114 Edwina Drive Improvements Project.

Background:

Edwina Drive is a city street which has pavement deficiencies, sub-standard width and does not have a cul-de-sac at the end of the street. Vehicles that drive to the end of the street, including garbage trucks, delivery trucks, school buses, and others, must either back down the street or turn around in a driveway or grass lot. The project proposes to construct a cul-de-sac and drainage improvements, and repave the street.

Sealed bids for the project were received by the City on April 15, 2026. Three bids were received. The low bidder, Tim Lanier Construction, LLC, meets all of the requirements of the bid package.

Budget Impact:

The project would be funded by ENG-114, which currently has \$445,000 budgeted in 2023 TSPLOST funds.

Council Person and District: Shari Barr, District 5

Attachments: Bid Results

CC: Darren Prather, Director of Central Services
Cindy West, Director of Finance

Construction Bid Tabulation



Project Name	Location	Consultant	Architect Estimate
Edwina Drive	Statesboro, GA		

Bidder	Amount	Amount verified	E-verify	MFBE	Bond Attached	Notes
Reeves Construction	\$467,602.25	\$467,692.85	✓	✓	✓	
Sims Paving	\$394,742.82	✓	✓	✓	✓	
Tim Lanier Construction	\$316,748.78	✓	✓	✓	✓	Low Bid

Reviewed and verified: John Washington, PE, PLS