



April 16th, 2019 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Sam Jones
3. Recognitions/Public Presentations
 - A) Proclamation recognizing Georgia Cities Week
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 03-29-2019 Called Council Minutes
 - b) 03-29-2019 Called Executive Session Minutes
 - c) 04-02-2019 Council Minutes
 - d) 04-02-2019 Executive Session Minutes
 - e) 04-05-2019 Budget Retreat Minutes
6. Public Hearing of First Reading and Consideration of a Motion to move forward with **Ordinance 2019-02**: An Ordinance empowering the Statesboro Works Commission to raise and expend funds in compliance with its mission statement.
7. Public Hearing of First Reading and Consideration of a Motion to move forward with **Ordinance 2019-03**: An Ordinance Empowering the Statesboro Youth Commission to raise and expend funds in compliance with its mission statement.
8. Public Hearing of First Reading and Consideration of a Motion to move forward with **Ordinance 2019-04**: An Ordinance empowering Statesboro Commission on Diversity and Inclusion to raise and expend funds in compliance with its mission statement.
9. Consideration of a Motion to Approve a Development Agreement between the City of Statesboro and landowners regarding construction and installation of public infrastructure within the Old Register Tax Allocation District. City would issue TAD revenue bonds or make alternative financing arrangements for \$4,750,000 to reimburse landowners for installation of said infrastructure.
10. Consideration of a Motion to reject all bids concerning the purchase of a backhoe for use by the Storm Water Division of Public Works. This item is budgeted under CIP# STM-20 in the amount of \$160,000.00.

11. Consideration of a motion to award a contract to Xylem Dewatering Solution, Inc. in the amount of \$93,111.56 for two NCI 00 Ori-Prime Pumps with funds approved in the 2019 CIP Budget item# WWD-37.
12. Consideration of a motion to award a contract to Y-Delta, Inc. in the amount of \$210,735.66 for the installation of approximately 1253 feet of 12" Sewer Main with approved CIP Funds WWD-32F.
13. Consideration of a Motion to Approve Award of Contract for the FY2019 Resurfacing project to Sikes Brothers, Inc. in the amount of \$910,611.60 with approval to spend up to the budgeted amount of \$1,072,561.86 (including LMIG funds) for additional work based on contractor's unit prices. Funding is provided by TSPLOST revenues and GDOT LMIG funds.
14. Consideration of a Motion to set the public hearing for the FY2020 budget as May 7, 2019.
15. Consideration of a Motion to approve **Resolution 2019-11**: A resolution to adopt the second amendment to the fiscal year 2020 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.
16. Consideration of a Motion to approve **Resolution 2019-12**: A resolution to adopt the third amendment to the six year capital improvements program for the Fiscal Year 2018-2019 through 2023-2024 for the City of Statesboro, Georgia
17. Consideration of a Motion to request the City Attorney to draft an ordinance (or modify an existing one) which will outline a transparent process for naming, discussing and appointing committee members to any of the City of Statesboro committees/commissions/authorities/boards.
18. Other Business from City Council
19. City Managers Comments
20. Public Comments (General)
21. 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)
22. Consideration of a Motion to Adjourn

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

GEORGIA CITIES WEEK April 21-27, 2019

- WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and
- WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and
- WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and
- WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and
- WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and
- WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and
- WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF STATESBORO DECLARES APRIL 21-27, 2019 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF STATESBORO ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO RECOGNIZE THIS WEEK AS GEORGIA CITIES WEEK.

PASSED AND ADOPTED by the City of Statesboro this 16th day of April, 2019

Jonathan McCollar, Mayor



CITY OF STATESBORO
COUNCIL MINUTES
March 29th, 2019

Called Meeting 50 E. Main St. City Hall Council Chambers 11:00 AM

1. CALL TO ORDER

Mayor Jonathan McCollar called the meeting to order

2. INVOCATION AND PLEDGE

Councilman Derek Duke gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember		absent
Sam Jones	Councilmember		absent
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: City Attorney Cain Smith and City Clerk Sue Starling

3. Public Hearing and Consideration of a Motion to Approve Exemptions to Open Container Application:

A) Eagle Creek Brewing Company
106 Savannah Ave
Statesboro, Ga. 30458

A motion was made to open the public hearing

RESULT:

Approved (Unanimous)

MOVER:

Councilman Derek Duke

SECONDER:

Councilman Jeff Yawn

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

No one spoke for or against the request.

A motion was made to close the public hearing

RESULT:

Approved (Unanimous)

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman John Riggs

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

A motion was made to approve the alcohol exemption to open container application.

RESULT:

Approved (Unanimous)

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman John Riggs

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

Councilman Derek Duke recognized the day as being National Vietnam War Veterans Day. Jeff Klare also stated the Georgia U.S. Veterans Chamber of Commerce would be holding an event in the near future in Statesboro.

4. 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)

A motion was made to enter into Executive Session

RESULT:

Approved (Unanimous)

MOVER:

Councilman Derek Duke

SECONDER:

Councilman Jeff Yawn

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

Mayor McCollar asked for a motion to exit Executive Session with no action taken.

A motion was made to exit into Executive Session

RESULT:

Approved (Unanimous)

MOVER:

Councilman John Riggs

SECONDER:

Councilman Jeff Yawn

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

5. Consideration of a Motion to Adjourn

A motion was made to adjourn

RESULT:

Approved (Unanimous)

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman John Riggs

AYES:

Yawn, Riggs, Duke

ABSENT

Phil Boyum, Sam Jones

The meeting was adjourned at 3:10 pm.



CITY OF STATESBORO
COUNCIL MINUTES
April 2, 2019

Regular Meeting	50 E. Main St. City Hall Council Chambers	9:00 AM
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1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Councilman Jeff Yawn gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember	Present	
Derek Duke	Councilmember	Present	

Other staff present was: City Manager Randy Wetmore, City Attorney Cain Smith and City Clerk Sue Starling

3. **Recognitions/Public Presentations**

A) Presentation by Keeping Statesboro-Bulloch Beautiful Coordinator Megan Jackson. KSBB has received the Governor's Circle Award for the 2019 year.

B) Proclamation recognizing "Sexual Assault Awareness and Prevention Month"

Mayor McCollar presented the proclamation to Executive Director of the Teal House Lakeidra Grant.

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

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

A) Approval of Minutes

a) 03-14-2019 Council Work Session Minutes

b) 03-19-2019 Council Minutes

c) 03-19-2019 Executive Session Minutes

A motion was made to approve the consent agenda

RESULT:

Approved (Unanimous)

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman Derek Duke

AYES:

Boyum, Jones, Yawn, Riggs, Duke

ABSENT

6. Second Reading and Consideration of a Motion to approve Ordinance 2019-01: An Ordinance amending the application of the City's open container exemptions to DSDA sanctioned events.

A motion was made to approve Ordinance 2019-01

RESULT:	Approved (Unanimous)
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

7. Consideration of a Motion to appoint Jamey Cartee to the Creek Oversight Committee.

A motion was made to appoint Jamey Cartee to the Creek Oversight committee

RESULT:	Approved (Unanimous)
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

8. Consideration of a Motion to Approve Resolution 2019-10: A Resolution Approving Application to the Georgia Department of Community Affairs requesting \$2,000,000 in funding from the FY2018 Community Development Block Grant Innovative Grant Program and approval of a City financial commitment of \$300,000 from 2013 SPLOST funds as a local match.

A motion was made to approve Resolution 2019-10

RESULT:	Approved (Unanimous)
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

9. Consideration of a Motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement.

A motion was made to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement.

RESULT:	Approved (Unanimous)
MOVER:	Councilman Derek Duke

SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

10. Consideration of a Motion to direct the City Attorney to draft an ordinance regarding the permitting and regulation of Small Cell Wireless Technology.

A motion was made to direct the City Attorney to draft an ordinance regarding the permitting and regulation of Small Cell Wireless Technology.

RESULT:	Approved (Unanimous)
MOVER:	Councilman Derek Duke
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

11. Consideration of a Motion to award the purchase of a CNG Truck from O. C. Welch Ford who submitted the lowest responsive bid of \$33,918.12. This truck is budgeted under CIP# SWD-16 in the amount of \$30,000.00.

A motion was made to award the purchase of a CNG Truck from O. C. Welch Ford who submitted the lowest responsive bid of \$33,918.12.

RESULT:	Approved (Unanimous)
MOVER:	Councilman Phil Boyum
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

12. Consideration of a Motion to award the purchase of a Crew Cab 4x4 truck from Wade Ford who submitted the lowest responsive bid of \$29,696.00. If approved, this truck will be purchased using forfeiture funds.

A motion was made to award the purchase of a Crew Cab 4x4 truck from Wade Ford who submitted the lowest responsive bid of \$29,696.00

RESULT:	Approved (Unanimous)
MOVER:	Councilman Jeff Yawn
SECONDER:	Councilman Phil Boyum
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

13. Other Business from City Council: None

14. City Managers Comments

Director of Human Resource Flavia Starling introduced Capricia and Tarraz as the new hires for the HR Dept. Fire Chief Tim Grams introduced Stefen Hutchens as the new Fire Prevention Officer. Chief Grams also updated Council on the ISO classification as they continue to work on the ratings.

15. Public Comments (General) None

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

A motion was made to enter Executive Session

RESULT:	Approved (Unanimous)
MOVER:	Councilman John Riggs
SECONDER:	Councilman Jeff Yawn
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

A motion was made to exit Executive Session with no action taken.

RESULT:	Approved (Unanimous)
MOVER:	Councilman John Riggs
SECONDER:	Councilman Derek Duke
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

A motion was made to direct the City Attorney to draft a financial ordinance for the Diversity Commission, Youth Commission and the Statesboro Works Commission. The ordinance would be similar to the KSBB Beautification Commission.

A motion was made to approve the motion.

RESULT:	Approved (Unanimous)
MOVER:	Councilman Derek Duke
SECONDER:	Councilman John Riggs
AYES:	Boyum, Jones, Yawn, Riggs, Duke
ABSENT	

17. Consideration of a Motion to Adjourn

A motion was made to adjourn the meeting

RESULT:

Approved (Unanimous)

MOVER:

Councilman Jeff Yawn

SECONDER:

Councilman Derek Duke

AYES:

Boyum, Jones, Yawn, Riggs, Duke

ABSENT

The meeting was adjourned at 10:00 am.



CITY OF STATESBORO
Budget Retreat Minutes
April 05, 2019

Budget Workshop

50 E. Main St. City Hall Council Chambers

8:30 AM

1. CALL TO ORDER

Mayor Jonathan McCollar called the meeting to order

2. INVOCATION AND PLEDGE

Councilman Sam Jones gave the Invocation and Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Sam Jones	Councilmember	Present	
Jeff Yawn	Councilmember	Present	
John Riggs	Councilmember		Absent
Derek Duke	Councilmember	Present	

Department Heads present were:

City Attorney Cain Smith, City Clerk Sue Starling, Director of Public Utilities Steve Hotchkiss, Police Chief Mike Broadhead, Fire Chief Tim Grams, Director of Public Works and Engineering Jason Boyles, Director of Human Resource Flavia Starling, Director of the Department of Central Services Darren Prather and Finance Director Cindy West.

Interim Assistant City Manager Frank Neal presented the budget assumptions with the Department Heads giving an overview of their budget for FY 2020.

DSDA Director Allen Muldrew, SCVB members Barry Turner and Dr. Tharp as well as Ron Hutchinson of the Arts Council updated Mayor and Council on their accomplishments and goals.

There was no action taken at this meeting.

The meeting was adjourned at 12:00 p.m.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: April 9, 2019

RE: April 16, 2019 City Council Agenda Items

Policy Issue: Empowering Statesboro Works Commission on to raise funds and expend same in compliance with its mission statement

Recommendation: First Reading of Ordinance 2019-02 of attached proposed ordinance revision.

Background: Mayor McCollar requested city attorney to draft proposed revision to the City of Statesboro Code of Ordinances at the April 2, 2019, meeting of City Council.

Budget Impact: None

Council Person and District: All

Attachments: Section 2-63 of Statesboro Code of Ordinances

Ordinance 2019-02

Sec. 2-63. - Finances.

The works commission, in the performance of its duties, may, with the approval of the mayor and council, cooperate with and accept funds from federal, state or local public or semipublic agencies or private individuals or corporations, and may expend such funds for the purposes of the beautification commission with the approval of the mayor and council. Any grants received will be done so pursuant to Resolution 2012-19 or any other subsequently adopted grant policy of the City of Statesboro. All purchases shall be made in compliance with the city's purchasing policy as set out in Chapter 5 of the Statesboro Code of Ordinances.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: April 9, 2019

RE: April 16, 2019 City Council Agenda Items

Policy Issue: Empowering Statesboro Youth Commission on to raise funds and expend same in compliance with its mission statement

Recommendation: First Reading attached proposed ordinance 2019-03 revision.

Background: Mayor McCollar requested city attorney to draft proposed revision to the City of Statesboro Code of Ordinances at the April 2, 2019, meeting of City Council.

Budget Impact: None

Council Person and District: All

Attachments: Section 2-84 of Statesboro Code of Ordinances

Ordinance 2019-03

Sec. 2-84. - Finances.

The youth commission, in the performance of its duties, may, with the approval of the mayor and council, cooperate with and accept funds from federal, state or local public or semipublic agencies or private individuals or corporations, and may expend such funds for the purposes of the beautification commission with the approval of the mayor and council. Any grants received will be done so pursuant to Resolution 2012-19 or any other subsequently adopted grant policy of the City of Statesboro. All purchases shall be made in compliance with the city's purchasing policy as set out in Chapter 5 of the Statesboro Code of Ordinances.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: April 9, 2019

RE: April 16, 2019 City Council Agenda Items

Policy Issue: Empowering Statesboro Commission on Diversity and Inclusion to raise funds and expend same in compliance with its mission statement

Recommendation: First Reading of attached proposed ordinance 2019-04 revision.

Background: Mayor McCollar requested city attorney to draft proposed revision to the City of Statesboro Code of Ordinances at the April 2, 2019, meeting of City Council.

Budget Impact: None

Council Person and District: All

Attachments: Section 2-58 of Statesboro Code of Ordinances

Ordinance 2019-04

Sec. 2-58. - Finances.

The diversity and inclusion commission, in the performance of its duties, may, with the approval of the mayor and council, cooperate with and accept funds from federal, state or local public or semipublic agencies or private individuals or corporations, and may expend such funds for the purposes of the beautification commission with the approval of the mayor and council. Any grants received will be done so pursuant to Resolution 2012-19 or any other subsequently adopted grant policy of the City of Statesboro. All purchases shall be made in compliance with the city's purchasing policy as set out in Chapter 5 of the Statesboro Code of Ordinances.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: April 15, 2019

RE: April 16, 2019 City Council Agenda Items

Policy Issue: Approval of Development Agreement between City and landowners regarding construction and installation of public infrastructure within the Old Register Tax Allocation District. City would issue TAD revenue bonds or make alternative financing arrangements for \$4,750,000 to reimburse landowners for installation of said infrastructure.

Recommendation: Consideration for approval by Mayor and Council

Background: City established Old Register TAD on August 8, 2018. An approved Redevelopment Plan for the TAD allows City to reimburse landowners in the manner proposed above for the public infrastructure, which is composed of road improvements and construction and installation of utilities infrastructure. Proposed agreement would provide for two disbursements from City to owners.

Budget Impact: Future positive tax increment in TAD would be devoted to servicing bonds or other financing arrangements to reimburse landowners for providing public infrastructure within the TAD.

Council Person and District: District 3, Jeff Yawn

Attachments: Proposed Development Agreement.

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

Developer

For Old Register Tax Allocation District

Public Infrastructure

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DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ____ day of April, 2019, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and BVT Akins LP, a limited partnership and J Edward Akins Farm, LP, a limited partnership, collectively, as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

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

WHEREAS, by a Resolution duly adopted on August 7, 2018 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the Old Register Area Redevelopment Plan and created the Old Register Tax Allocation District (the “**TAD**”); and

WHEREAS, pursuant to a resolution adopted on August 7, 2018 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1) and on August 9, 2018 the Bulloch County Board of Education (“**School Board**”) did the same; and

WHEREAS, pursuant to the requirements of O.C.G.A. Sec. 36-44-10, City has timely applied to the Georgia Department of Revenue for certification of the tax allocation increment base for the TAD and received such; and

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

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

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

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

WHEREAS, Developer seeks to undertake the installation of Public infrastructure; and

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

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

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

WHEREAS, Developer agrees to deed the Public Infrastructure on Developer's property to City upon completion of construction and reimbursement.

AGREEMENT

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

ARTICLE 2 GENERAL TERMS

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

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

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

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

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

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

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

“Developer” means BVT Akins LP, a limited partnership and J Edward Akins Farm, LP, a limited partnership, developer of the Public Infrastructure.

“Development Team” means Developer and its development partners.

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

“Effective Date” means April 2, 2019, the effective date of this Agreement.

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

“Force Majeure” means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Public Infrastructure.

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

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

“In-Service Date” means the placing in service of the Public Infrastructure and commencement of normal public operations thereof, as certified in writing by the Developer to City.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Loan Documents” means any agreement or instrument, other than this Agreement, to which Developer or any Affiliate thereof is a party or by which it is bound and that is executed in connection with any financing provided to or for the benefit of Developer in order to specifically finance all or any portion of the Public Infrastructure, and including any commitment or application for such financing and documents evidencing any Project Financing.

“Material Modification” means a Project Modification that requires the prior written consent of City, i.e., any change in the Public Infrastructure that would cause it not to substantially conform to its description in the Redevelopment Plan.

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

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

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

“Project Financing” means any loans, financing, equity investment, or other agreement (other than this Agreement) provided to or for the benefit of Developer to finance, directly or indirectly, any portion of the Public Infrastructure.

“Public Infrastructure” means those improvements identified and more fully described in the Redevelopment Plan, as such plan may be amended or modified from time to time, a portion of the costs of which are to be advanced by Developer and reimbursed to Developer from the Special Fund as contemplated by this Agreement.

“Public Infrastructure Budget” means the projected hard and soft costs capitalizable under GAAP for acquisition, financing, and construction of the Public Infrastructure as set forth in Schedule D hereto, as such Schedule may be amended or modified from time to time.

“Public Infrastructure Completion Date” means January 9, 2020 the anticipated date of substantial completion of the Public Infrastructure (as evidenced by delivery by Developer to City of the certificate contemplated in Section 4.1(e)).

“Public Infrastructure Construction Schedule” means the estimated schedule for construction of the Public Infrastructure as set forth in Schedule C, as such Schedule may be amended or modified from time to time.

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

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

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

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

“Requisition” means a requisition in substantially the form attached as Schedule E hereto (or such other form approved by City).

“School Board” means the Board of Education of Bulloch County, Georgia.

“Site” means the real property on which the Public Infrastructure will be located within the TAD, as more specifically identified in Schedule A-1 hereto.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment along with the proceeds of TAD revenue bonds obtained by the City and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that Old Register Tax Allocation District created by City effective August 7, 2018, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Bonds” means any source of financing the City receives and holds in Special Fund to reimburse Developer for construction and installation of Public Infrastructure

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

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

Section 2.2 Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

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

(a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

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

(c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.

(d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

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

(g) Principal Office. The address of Developer's principal place of business is 2704 Old Register Rd, Statesboro Ga, 30458.

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

(i) Project Location. The Public Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels 076 0000001 000, 002, 004, and 006, as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia.

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

(k) Plans. Developer will furnish to City true and complete sets of the Plans. The Plans so furnished to City will comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting the Public Infrastructure.

(l) Funding Sources for Project Financing. Schedule G contains a true, correct, and completed list of all sources and uses of funds, including all Project Financing, all of which has been committed to Developer.

(m) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Public Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

(n) Construction Schedule. The Public Infrastructure Construction Schedule is complete and accurately reflects the currently estimated schedule for construction of the Public Infrastructure.

(o) Budget. The Public Infrastructure Budget is complete and accurately reflects the currently estimated costs of the Public Infrastructure.

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

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

(r) Special Services District Developer acknowledges that should Tax Allocation Increment be insufficient to pay for servicing the TAD Bonds that City shall create a special services tax district over the TAD. A Special Services District may be established before, during, and/or after construction and installation of the Public Infrastructure. Nothing in this Agreement shall limit the timing or number of times said District may be established, terminated, or reestablished by City.

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

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

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

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

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

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

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

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

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction, Completion, and Conveyance of the Public Infrastructure

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Public Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A and B and in accordance with the Public Infrastructure Construction Schedule set forth in Schedule C, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Public Infrastructure as contemplated on the Effective Date may occur. To the extent that such modifications are material but are not Material Modifications, Developer will provide a revised version of Schedule B or Schedule C, as appropriate, to City within fifteen (15) days, which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 4.4. City agrees to use commercially reasonable efforts to assist Developer with the Public Infrastructure on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law. Without limitation, such cooperation shall include City's enabling Developer to construct, have constructed, or pay for the construction of (as determined by Developer upon consultation with City) all elements of the Public Infrastructure that are or shall be public facilities or located on public property.

(b) Developer will construct, or cause the construction of, the Public Infrastructure in accordance with all applicable Legal Requirements.

(c) Beginning on the Effective Date and continuing until the Public Infrastructure Completion Date, on or before the last business day of every reporting month Developer will provide City a written update on the status and progress of the construction of the Public Infrastructure and the costs and expenses incurred in connection with it to date. Said updates shall be provided by the Developer in the form of a written report in a format determined by Developer. Additionally, if requested by City or, any such monthly update shall also be given in a telephone conference between the Darin Van Tassell and City Manager. These reports and telephone conferences shall be in addition to and not as a substitute for any customary inspections or documents required by City in the usual course of issuing permits and inspecting construction of the Public Infrastructure.

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

(e) Upon completion of the preceding subsection and review and approval of Public Infrastructure by City Staff, Developer shall convey the Site, all Public Infrastructure, necessary easements, and applicable rights of way to City.

(f) Developer shall obtain a “completion bond” to ensure that installation of Public Infrastructure is completed in the event there is a termination of this agreement as contemplated in Section 4.3. City shall be listed as endorsee/ beneficiary of said completion bond.

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

Section 4.3 Unreasonable Delay or Abandonment; Cessation of Work. If City determines in its reasonable discretion that construction and/or installation the Public Infrastructure is delayed for reasons other than Force Majeure or market forces such that the Public Infrastructure will not be completed within 120 days of the Public Infrastructure Completion Date, as amended, then City may terminate this Agreement. Prior to any such termination, City must give 60 days’ advance written notice to Developer and Developer must have failed to effect a cure within said 60-day notice period. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder except that Developer shall convey the Public Infrastructure, the Site, necessary easements, and all associated rights of way to City for consideration of ten dollars (\$10.00).

Section 4.4 Material Modifications. Prior to Developer making a Material Modification to the Public Infrastructure, Developer will submit the proposed modifications to the City Manager in writing for review. Any such submission must clearly identify all changes, omissions and additions as compared to the previously approved description of the Public Infrastructure. The City Manager, as soon as reasonably possible, will put the request for modification on a meeting agenda for City’s consideration. City will act on the requested modification within an amount of time that is reasonably required to consider the request. In addition, to the extent any Material Modification requires an amendment to any portion of the Redevelopment Plan, City will have such amount of time as reasonably required to pursue any such amendment (including required approvals, if any).

ARTICLE 5

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Completion of the Project. Subject to any delays for Force Majeure, notwithstanding any other provision of this Agreement Developer will commence and complete construction of the Public Infrastructure substantially in accordance with Schedule C with diligence and in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed, or prohibited elsewhere that violate this

Agreement (except inchoate construction liens) subject to any lawful protest in accordance with Section 5.6.

Section 5.2 Compliance with Documents. Prior to its compliance with the Performance Commitments set forth in Schedule I, Developer will remain in compliance with its obligations and covenants in the Loan Documents, if any, pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the Public Infrastructure.

Section 5.3 Litigation. Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Public Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Prior to the expiration of the Performance Commitments set forth in Schedule I, Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Public Infrastructure.

Section 5.4 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Public Infrastructure, it will at its own expense (i) keep the Public Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Public Infrastructure in good repair and in good operating condition. .

Section 5.5 Records and Accounts. Developer will keep true and accurate records and books of account in connection with the Public Infrastructure in which full, true and correct entries will be made on a consistent basis, in accordance with GAAP in all material aspects.

Section 5.6 Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Public Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Public Infrastructure.

Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Public Infrastructure, (b) all material agreements and instruments related to or regarding the Public Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Public Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Public Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Public Infrastructure.

Section 5.8 Laborers, Subcontractors and Materialmen. On or before the end of each calendar quarter prior to the Public Infrastructure Completion Date, Developer will furnish to City, upon written request, affidavits listing all laborers, subcontractors, materialmen, and any other Persons who might or could claim statutory or common law liens and are furnishing or have

furnished labor or material to the Public Infrastructure or any part thereof, together with affidavits, or other evidence satisfactory to City, showing that such parties have been paid all amounts then due for labor and materials furnished to the Public Infrastructure. Upon certification of completion of the Public Infrastructure, Developer shall furnish to City final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5000.00 to said projects. Affidavits and other materials submitted pursuant to this section shall be deemed approved by City if Developer does not receive written disapproval from City within thirty (30) days from the submission thereof.

Section 5.9 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Public Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.10 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Public Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

Section 5.11 Further Assurances and Corrective Instruments. City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Public Infrastructure are not impaired thereby.

Section 5.12 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

Section 5.13 Restrictions on Easements and Covenants. Except for Permitted Exceptions, Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which adversely affect or might adversely affect the use of the Public Infrastructure, or any part thereof, without obtaining the prior approval of City (such approval not to be unreasonably withheld).

Section 5.14 Access to the Site. Prior to the In-service Date Developer will permit persons designated by City to access the Site and to discuss the progress and status of the Public Infrastructure with representatives of Developer, all in such detail and at such times as City may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with construction activities of the Public Infrastructure or with Developer's business operations generally

Section 5.15 Delivery of Documents. No later than five (5) business days prior to the Effective Date, Developer shall deliver to City the following:

- (a) Most recent plat of the Site;
- (b) Title Policy for the Public Infrastructure parcels, including any Permitted Exceptions;
- (c) Resolutions authorizing Developer to enter into this Agreement (see Section 3.1(b)); and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State.

On the Effective Date, and if applicable, Developer shall deliver to City information evidencing that Developer has obtained Project Financing and completion bond with City as additional endorsee.

ARTICLE 6

DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

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

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

- (a) Developer may submit a Requisition to City upon paid Advances totaling \$2,375,000 (two million three hundred seventy five thousand dollars) toward construction and installation of the Public Infrastructure. Developer shall convey a fee simple interest in all rights of ways
- (b) Upon the In-Service Date and delivery of the certification required by Section 4.1(d), Developer will submit a Requisition to City. The Requisition will include (i) the Public Infrastructure Budget and (ii) the Public Infrastructure Costs. The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The amount of the Requisition shall not exceed the Reimbursement Costs.
- (c) The Requisition must be accompanied by evidence reasonably satisfactory to City showing:

- (i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested (other than land valuation as set forth on Schedule D);
 - (ii) That all construction has been conducted substantially in accordance with the Plans (and all changes thereto approved by City or otherwise permitted pursuant to the terms hereof); and
 - (iii) That there are no liens outstanding against the Public Infrastructure or the real property on which it is installed that are in violation of this Agreement.
- (d) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (e) Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods after the first (1st) year after the In-Service year (the end of such period, the “**Cutoff Date**”) be used to satisfy outstanding balances due Developer, if any. Disbursements due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer including the aggregate of all Requisitions in an amount not to exceed Reimbursement Costs or (ii) the Cutoff Date.
- (f) In no event shall Disbursements to Developer exceed a sum total of \$4,750,000 (four million seven hundred and fifty thousand dollars), less amount of costs incurred by City relating to issuance and closing of TAD Bonds or other alternative financing.
- (g) In no event shall City make more than two Disbursements to Developer.
- (h) In no event shall City make any Disbursements to Developer prior to TAD Bond proceeds of a minimum of \$2,375,000 being deposited into the Special Fund.

Section 6.3 Limited Liability.

- (a) The payment of all Disbursements required by be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.
- (b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.
- (c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

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

Section 6.5 Alternative Financing. Nothing in this Agreement will limit the right of City and Developer to consider alternative methods of financing or refinancing Reimbursement Costs, including, without limitation, the issuance of TAD Bonds, so long as such financing does not have a detrimental effect on the Public Infrastructure.

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Public Infrastructure and, to the extent caused by construction of other elements of the Public Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.10; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

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

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to

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

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

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

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

Section 8.2 Remedies. If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an "Event of Default," and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer's default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event

of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

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

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

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

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

ARTICLE 9 MISCELLANEOUS

Section 9.1 Term of Agreement; Survival. This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund or one (1) year after the In-Service Date.

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

If to Developer:

Darin Van Tassell
2704 Old Register Rd
Statesboro, Ga 30458

If to City:

Statesboro City Manager

50 E Main St

Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

Section 9.5 Successors and Assigns. Prior to the In-Service Date, Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of City, which consent may not be unreasonably withheld, conditioned or delayed; provided that Developer may, without the prior consent of City, assign this Agreement and all or any portion of its rights hereunder and interests herein (i) to any Affiliate of it or to any entity which controls, is controlled by or under common control with it; (ii) to any purchaser of all of substantially all of the assets or stock of Developer or ; or (iii) to any lender providing financing for all or any part of the Public Infrastructure. After the In-Service Date, Developer may assign this Agreement and all or any portion of its rights hereunder and interests herein. Developer will provide written notice to City of any assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of City, to a lender to secure financing or development of the Public Infrastructure.

Section 9.6 Schedules; Titles of Articles and Sections. The Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless

otherwise stated. Any reference herein to a Schedule will be considered a reference to the applicable Schedule attached hereto unless otherwise stated.

Section 9.7 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

Section 9.8 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.9 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.10 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

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

(Signatures on following pages)

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Sue Starling, City Clerk

J Edward Akins Farm, LP

Philip Michel, General Partner

BVT Akins, LP

Darin Van Tassell, General Partner

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District

Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager

From: Darren Prather, Central Services Director

Date: April 8th, 2019

RE: Recommendation: Rejection of Bids/Backhoe—Storm Water Div. PW

Recommendation:

Although the submittal from Low Country Machinery (JCB) seems to have met our listed specifications, it has been determined through our crew's testing of this equipment that the minimum operating specifications listed in the bid package were not sufficient to meet our needed performance levels for use by the Storm Water Utility. We recommend that the Council reject all bids and re-bid this item at a later date as allowed per our purchasing ordinance. This item is budgeted in the Storm Water Division of Public Works under CIP# STM-20 in the amount of \$160,000.00.

Background:

The City of Statesboro solicited sealed bids for a backhoe to be used in the Storm Water Division of Public Works. This backhoe would be used to clear ditches, establish retainage ponds, install drainage pipe and various other related projects. As is the case when bidding heavy equipment, developing specifications between brands is often difficult due to the variance between the manufacturers. Manufacturers stagger model types and specifications making it difficult to equally compare one brand to another. Concerning our bid process, we started out with a more robust set of specifications and issued addenda in an attempt to fine tune the specifications in order to allow the maximum number of vendors to qualify for bid submittal.

Georgia Municipal Association City of Excellence • Certified City of Ethics

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
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John Riggs, District 4
Derek Duke, District

Jonathan McCollar, Mayor
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I. Cain Smith, City Attorney

Upon receiving the sealed bids (see below), we were pleased to receive sealed bids well below the budgeted amount of \$160,000.00. Upon examining the specifications, the bid submitted by Low Country Machinery (\$92,850.00) seemed to meet our listed specifications. Upon examining the submittals, staff had concerns as to the ability of the lowest submitted bid to perform our needed tasks for the Storm Water program over the long haul. In an effort to make an accurate determination, we sent three (3) employees that regularly use this equipment for a test session to the JCB facility in Savannah. Upon returning, our employees determined the JCB machine was too light-weight for our applications. Specifically, the machine was thought to have too low of an operating weight and minimum horsepower. It should be noted; it is believed all vendors will be able to submit a sealed bid response containing higher minimum specifications should we decide to re-bid this equipment.

Sealed bids for this bid opportunity were received on March 5th, 2019 at 3 PM EST and the results are as follows:

Vendor	Make	Bid Amount
1. Border Equipment	Case	\$116,597.00
2. Flint Equipment	John Deere	\$187,700.00
3. Low Country Machinery	JCB	\$92,850.00
4. Yancey Brothers	Cat	\$156,613.00

Council Person and District: All

Attachments: None

Georgia Municipal Association City of Excellence • Certified City of Ethics

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
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Derek Duke



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Randy Wetmore, City Manager
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I. Cain Smith, City Attorney

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

**To: Randy Wetmore
City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 3-27-19

RE: Pumps for Sewer Lift-Stations

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a contract to Xylem Dewatering Solution, Inc. in the amount of \$93,111.56 for two NC100 Dri-Prime Pumps with funds approved in the 2019 CIP Budget item# WWD-37.

Background: As part of a long term plan to provide backup power or pumping to all lift stations we have budgeted funds each year for installing backup pumps and generators. This year we are proposing to install pumps at the Ogeechee Tech Lift Station and the Walmart Industrial Park Lift Station. These two locations are high priority sites and currently have no source of backup, crews must take portable power supply to each site in times of emergency. Many times crews must work during the worst part of a storm to hook up temporary power to insure no sewer spill occurs.

We are proposing to purchase these units using the Federal General Services Administration purchasing contract, there are no local providers for these products.

Georgia Municipal Association City of Excellence
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

CITY OF STATESBORO

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I. Cain Smith, City Attorney

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

Budget Impact: Funding will come from council approved CIP – WWD37 using operating income.

Council Person and District: ALL

Attachments: Xylem Dewatering Quote



March 26, 2019

Steve Hotchkiss
City of Statesboro
PO Box 348
Statesboro, GA 30459-0348

Phone: 912-764-5468
Fax: 912-764-4691
Email: steve.hotchkiss@statesboroga.gov

**RE: Project Code B4108019
Statesboro GA DBS Sale Quotes**

Dear Steve Hotchkiss:

Thank you for your continued interest in Godwin Pumps, a Xylem brand. We appreciate your business.

Godwin Pumps is pleased to provide you with the following budgetary pricing for a Godwin a NC100 diesel powered pumpset to act as a Dri-Prime Backup System for your Statesboro, GA Pump Station Projects.

With this system, you'll get independently-powered pumping in one dependable package for emergency outages including primary power, switch gear, and sewage pump failures or repairs as well as primary pumping during routine maintenance.

Additionally, the Dri-Prime Backup System seamlessly interfaces with your existing control systems, allowing you to maintain electronic remote monitoring. Maintaining system integrity is vital, and there's no better way to ensure it than with the Dri-Prime backup System.

Specifically, these model features includes the following:

- 4 inch flanged suction and discharge connections
- Indefinite dry running ability
- Solids Handling to 3 inches and/or Non-Clog impeller.
- Self-priming capability (to 28 feet) without operator assistance
- Yanmar Diesel Engine on the model NC100.
- Estimated maximum fuel consumption: 2.7 gph @ 2200 rpm
- Fully programmable PrimeGuard2 Controller
- Pump and engine provided with a sound-attenuated enclosure providing 68dba at 30ft

A model specific cut sheet containing technical data has been included for your review and use. Please allow 12-16 weeks for delivery after receipt of order.

Please note this is GSA Contract #GS07F102GA pricing.

Thank you for this opportunity! We hope that the information provided herein suits your current needs. Should you have

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 www.godwinpumps.com (856) 467-3636 (856) 467-4841

any questions or require any additional information, please do not hesitate to contact me at 910-660-1928.

Sincerely,

Reed O. Waterbury
Outside Sales Representative

ROW / JR

Home Office:

84 Floodgate Road, Bridgeport, NJ 08014 www.godwinpumps.com (856) 467-3636 (856) 467-4841

TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.		
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.		
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.		
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.		
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8 hour rate will be multiplied by 1 1/2 times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.		
Billing Cycles	3 - 7 Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month
Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
Off Rent:	It is the responsibility of the Customer to call into the Owner's local branch and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal.		

IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner. Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.

TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

March 26, 2019
City of Statesboro
Attention: Steve Hotchkiss
Sale Quotation # 110020235
Page 4 of 5

SALE QUOTATION

*Langston Chapel Road School Pump Station
GSA Contract #GS07F102GA*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime NC100 Critically Silenced * Sound Attenuated Enclosure * 4" 150# Flange Suction & Discharge * Yanmar 3TNV88BDSA IT4 Diesel Engine * Skid-mounted	42,113.50	42,113.50
B	1	Yanmar 3TNV88 Open and CS Filter Kit	67.00	67.00
C	1	NC100 Open Diesel 1-2 yr Spares Kit	1,082.00	1,082.00
D	1	PrimeGuard Float Set * w/ 65' Mechanical Floats	390.91	390.91
E	1	Engine/Motor Options	0.00	0.00
F	1	PrimeGuard Controller	1,527.37	1,527.37
NET SALE TOTAL				\$45,180.78
DELIVERY CHARGE				\$2,750.00

Due to a limited supply of the interim Tier 4 diesel engines, this quotation is valid for 10 business days from date of issue. Contact our office if an updated quotation is required.

Please note all sale pricing is in U.S. Dollars. The price does not include export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 10 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

March 26, 2019
City of Statesboro
Attention: Steve Hotchkiss
Sale Quotation # 110020236
Page 5 of 5

SALE QUOTATION

*Walmart Industrial Park Pump Station
GSA Contract #GS07F102GA*

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	Dri-Prime NC100 Critically Silenced * Sound Attenuated Enclosure * 4" 150# Flange Suction & Discharge * Yanmar 3TNV88BDSA IT4 Diesel Engine * Skid-mounted	42,113.50	42,113.50
B	1	Yanmar 3TNV88 Open and CS Filter Kit	67.00	67.00
C	1	NC100 Open Diesel 1-2 yr Spares Kit	1,082.00	1,082.00
D	1	PrimeGuard Float Set * w/ 65' Mechanical Floats	390.91	390.91
E	1	Engine/Motor Options	0.00	0.00
F	1	PrimeGuard Controller	1,527.37	1,527.37
NET SALE TOTAL				\$45,180.78
DELIVERY CHARGE				

Due to a limited supply of the interim Tier 4 diesel engines,
this quotation is valid for 10 business days from date of
issue. Contact our office if an updated quotation is required.

Please note all sale pricing is in U.S. Dollars. The price does not include export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 10 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

**To: Randy Wetmore
City Manager**

**From: Steve Hotchkiss
Director of Public Utilities**

Date: 3-31-2019

RE: Proposed Sanitary Sewer Extension Phase II S&S Railroad Bed Road

Policy Issue: Council Approval

Recommendation: Consideration of a motion to award a contract to Y-Delta, Inc. in the amount of \$210,735.66 for the installation of approximately 1253 feet of 12" Sewer Main with approved CIP Funds WWD-32F.

Background: In March of 2018 Council approved the construction of Phase I of the S&S Railroad Bed Road sewer to serve the proposed Cross Fit facility that was to be constructed on that property. We are now proposing Phase II of the sewer main extension which will provide service to the proposed Windward South Subdivision. This line is part of the City's Master Plan for the area and will extend across the length of this parcel and onto the next adjacent parcel to the South insuring continuity of service to the entire area.

Budget Impact: Approved CIP Funds Project # WWD-32F using operating income.

CITY OF STATESBORO

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Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

Council Person and District: Duke

Attachments: Hussy, Gay, Bell recommendation letter and bid tabulation sheet.

HUSSEY GAY BELL
Established 1958

March 29, 2019

Mr. Steve Hotchkiss
Director of Public Utilities
City of Statesboro
PO Box 348
Statesboro, GA 30458

**RE: Railroad Bed Road Sewer Extension Phase II
For the City of Statesboro**

Dear Mr. Hotchkiss:

Bids were received March 28, 2019 for the above referenced project.

Y-Delta, Inc.	\$210,735.66
Tyson Utilities, Inc.	\$398,501.91
Allied Utilities	\$313,354.90

As indicated, the low bid was submitted by Y-Delta, Inc. We recommend award of the contract to Y-Delta, Inc. in the amount of \$210,735.66. It is our opinion; the successful bidder has the resources to successfully prosecute the work.

Also enclosed are three (3) copies of the Abstract of Bids for your use.

Sincerely,
HUSSEY GAY BELL



Chris Burke, P.E.

Copy: Jennifer Oetgen, P.E.

Enclosures

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5

Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager

From: Jason Boyles, Interim Assistant City Manager
Marcos Trejo, Interim City Engineer
William Cone, TSPLOST/Capital Projects Manager
Kiara Ahmed, Civil Engineer

Date: April 9, 2019

RE: Recommendation of Low Bidder for "City of Statesboro Street Resurfacing FY 2019"

Policy Issue: Purchasing

Recommendation:

The low bidder, Sikes Brothers Inc., meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Sikes Brothers Inc. in the amount of \$910,611.60 and requests approval to spend up to the budgeted amount of \$1,072,561.86 for additional work to be based on contractor's unit bid prices.

Background:

The work in this contract includes, but is not limited to, asphalt resurfacing of approximately 6.18 miles of city streets, 12,480 square yards of asphalt milling, as well as reinstallation of roadway striping. We have also extended this project to include resurfacing the roads in Eastside Cemetery, excluding the Cone Section, which is the newest section and has been paved recently. This inclusion will be an extension of approximately 3.5 miles of street resurfacing.

The low bidder is Sikes Brothers Inc. with a bid of \$910,611.60, followed by Ellis Wood Contracting with a bid of \$939,728.20, McLendon Enterprises, Inc. with a bid of \$1,079,981.00, and Reeves Construction Company with a bid of \$1,098,500.00.

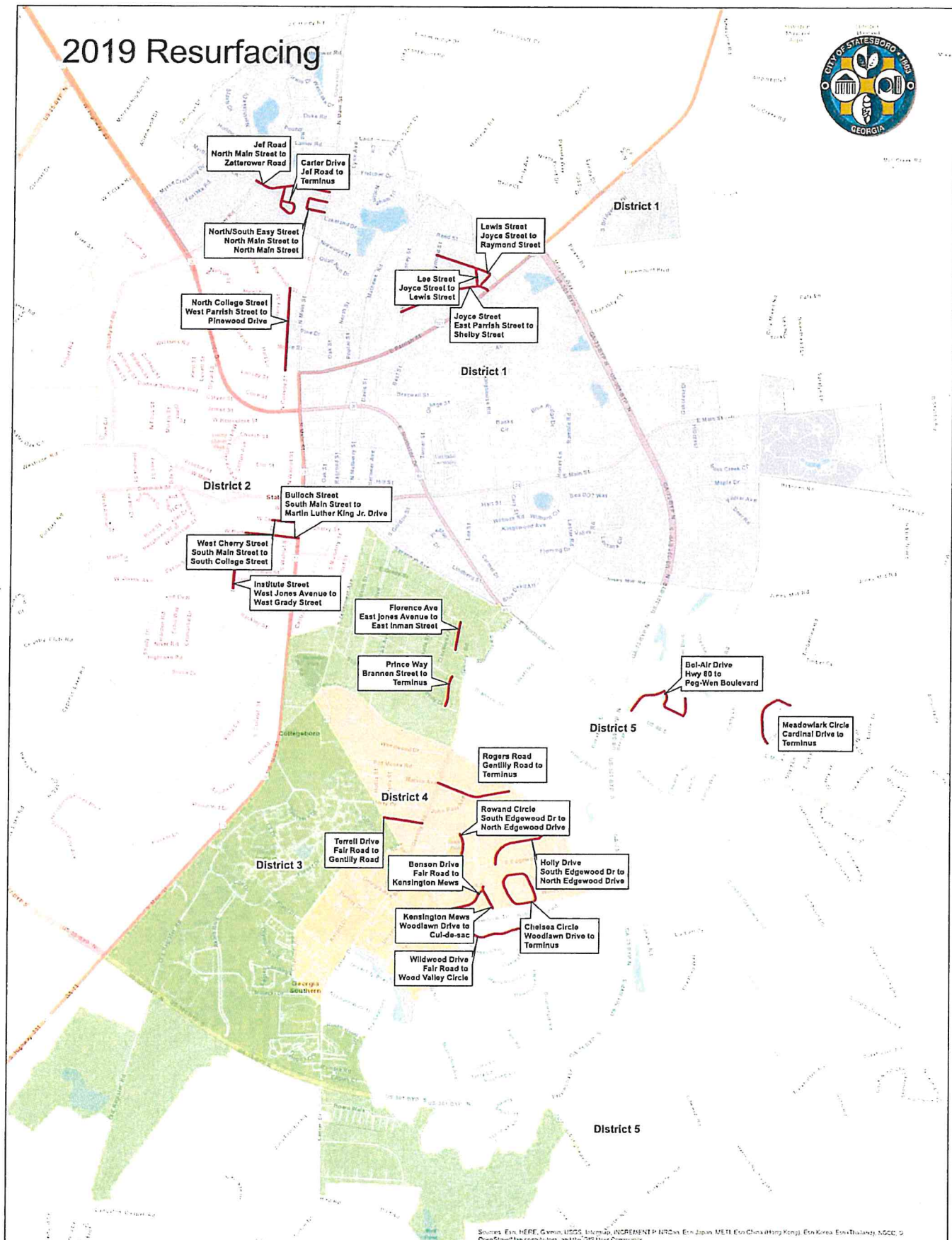
Budget Impact:

The low bid submitted by Sikes Brothers Inc. is below the budgeted amount of \$1,072,561.86. The project is to be paid for by 2019 LMIG funds in the amount of \$300,561.86 and 2019 TSPLOST funds up to the amount of \$772,000.

Council Person and District: The street resurfacing list includes streets in each district.

Attachments: FY2019 Resurfacing Project Map

CC: Darren Prather, Director of Central Services



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NOAA, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Brazil), NGCC, © OpenStreetMap contributors, and the GIS User Community

RESOLUTION 2019-11 A RESOLUTION TO ADOPT THE SECOND AMENDMENT
TO THE FISCAL YEAR 2019 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 2019;

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 2019 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 16th day of April, 2019.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2019 SECOND BUDGET AMENDMENT

100 General Fund:

- Increase in Revenues for Building Permits by \$60,000.
- Increase in Expenditures for Elections by \$25,300.

Net effect on Fund is: Increase in Fund Balance by \$34,700.

210 Confiscated Assets 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 in Revenues for Cash Confiscations by \$65,255.
- Increase in Expenditures for Uniforms by \$2,635.
- Increase in Expenditures for Small Tools and Equipment by \$1,240.
- Increase in Expenditures for Computers by \$6,270.

Net effect on Fund is: Increase in Fund Balance by \$55,110.

250 Multiple Grants Fund:

- No Changes.

Net effect on Fund is: None.

270 Statesboro Fire Service Fund:

- Increase in Expenditures for Vehicles by \$150,000.
- Increase in Expenditures for Buildings (Fire Training Facility) by \$30,000.

Net effect on Fund is: Decrease in Fund Balance by \$180,000.

275 Hotel/Motel Fund:

- No Changes.

Net effect on Fund is: None.

286 Technology Fee Fund:

- No Changes.

Net effect on Fund is: None.

322 2007 SPLOST Fund:

- Increase Revenues for Interest Revenue by \$60.
- Increase Expenditures for Bank Charges by \$300.

Net effect on Fund is: Decrease in Fund Balance by \$240.

323 2013 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

324 2018 TSPLOST Fund:

- No Changes.

Net effect on Fund is: None.

342 2016 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- No Changes.

Net effect on Fund is: None.

505 Water and Sewer Fund:

- No Changes.

Net effect on Fund is: None.

507 StormWater Fund:

- No Changes.

Net effect on Fund is: None.

515 Natural Gas Fund:

- No Changes.

Net effect on Fund is: None.

541 Solid Waste Collection Fund:

Commercial Division

- No Changes.

Residential Division

- No Changes.

Rolloff Division

- No Changes.

Yardwaste Division

- No Changes.

Net effect on Fund is: None.

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.

603 Workers Compensation 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.

RESOLUTION 2019-12 A RESOLUTION TO ADOPT THE THIRD AMENDMENT
TO THE SIX-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE FISCAL
YEAR 2018-2019 THROUGH 2023-2024 FOR THE CITY OF STATESBORO,
GEORGIA.

THAT WHEREAS, the City of Statesboro's Six-Year Capital Improvements program was adopted by the City Council on June 19, 2018

WHEREAS, the City of Statesboro desires to amend the Six-Year Capital Improvements Program

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

Section 1. That the proposed project to the Six-Year Capital Improvements Program, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Third Amendment to the Six-Year Capital Improvements Program for the City's Fiscal Year 2019.

Section 2. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 16th day of April, 2018.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

City of Statesboro
TSPLOST Project Schedule

CIP Amendment Attachment #1

Project Number	Project Description	FY2019	FY2020	FY2021	FY2022
FD-50	Inspector Pickup Trucks	\$150,000			
FD-87	Fire Training Facility	\$30,000			
	Grand Total	\$180,000	\$0	\$0	\$0