



May 05, 2020 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Shari Barr
3. Recognitions/Public Presentations:
 - A) Presentation of a Proclamation for International Firefighter's Day.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda:
 - A) Approval of Minutes
 - a) 04-07-2020 Council Minutes
 - b) 02-04-2020 Executive Session Minutes
 - c) 03-03-2020 Executive Session Minutes
 - d) 03-17-2020 Executive Session Minutes
 - e) 04-07-2020 Executive Session Minutes
6. Consideration of a Motion to Approve the Statesboro Police Department Towing Rotation and Wrecker Agreement.
7. Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-7(i) as it pertains to prohibition of alcohol licensing to public employees and officials.
8. Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-17(d) as it pertains to exemptions to open container prohibition.
9. Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-8(d)(3)a as it pertains to temporary special event permits.
10. Consideration of a Motion to Approve **Resolution 2020-13**: A resolution approving co-application with the Downtown Development Authority for an Economic Development Administration Grant and Commitment of matching funds.
11. Consideration of a Motion to Approve **Resolution 2020-14**: A Resolution requesting approval to apply for the staffing for adequate fire and emergency response grant for the City of Statesboro, Georgia

12. Consideration of a Motion to authorize execution of any documents to accept a proposal from Bleakly Advisory Group to conduct an approximately 16 week long housing needs study for the City of Statesboro.
13. Consideration of a Motion to approve a Memorandum of Understanding & Agreement with Georgia Southern University for development of Akins Boulevard.
14. Consideration of a Motion to approve a Development Agreement with JGR Development LLC to reimburse the TAD Special Fund in the amount of \$500,000.00 in 2018 SPLOST funds allocated to improvements along Old Register Road.
15. Other Business from City Council
16. City Managers Comments
17. Public Comments (General)
18. 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)
19. Consideration of a Motion to Adjourn

A PROCLAMATION BY THE MAYOR AND CITY OF STATESBORO, GEORGIA

INTERNATION FIREFIIGHTERS' DAY PROCLAMATION MAY 4TH, 2020

- WHEREAS, International Firefighters' Day was established in 1999 to remember those Firefighters worldwide lost in the line of duty protecting the safety of us all; and
- WHEREAS, the role of a firefighter in today's society – be it urban, rural, natural environment, volunteer, career, industrial, defense force, aviation, motorsport or other, is one of dedication, commitment and sacrifice – no matter what country they reside and work in; and
- WHEREAS, International Firefighters' Day recognizes those firefighters who have served their communities for most of their lives, and those for who have served for just a few short years. They set themselves apart as model citizens, setting a fine example in their communities with their willingness and dedication; and
- WHEREAS, hailing from all walks of life, they are our mothers, fathers, brothers, sisters, aunts, uncles, grandparents, neighbors, and friends. They protect us without wanting of recognition or reward. In our time of need they are there with courage, compassion and loyalty. They are the essence of the true meaning of community.
- THEREFORE, I, Jonathan McCollar, Honorable Mayor of the City of Statesboro, Georgia, do hereby proclaim May 4th, 2020 as Firefighters' Day in the City of Statesboro, and therefore extend appreciation to the members of the Statesboro Fire Department for their dedicated work and efforts to protect life and property within our community, and encourage all citizens to recognize not only our local firefighters but those worldwide year round for their courage, selfless service, and sacrifice.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Seal of the City of Statesboro on this 5th day of May 2020.

Jonathan McCollar, Mayor



CITY OF STATESBORO
COUNCIL MINUTES
APRIL 7, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Councilmember John Riggs gave the Invocation and Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Councilmember	Present	

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

3. **Recognitions/Public Presentations: None**

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

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

A) **Approval of Minutes**

a) **03-17-2020 Work Session Minutes**

b) **03-17-2020 Council Minutes**

c) **03-22-2020 Special Called Meeting Minutes**

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember Shari Barr

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

ABSENT

6. **Discussion of Emergency Measures relating to COVID-19.**

Mayor Jonathan McCollar stated the Governor issued a shelter in place order, recommends we take our current State of Emergency, and coincide that with the State of Georgia.

Councilmember Phil Boyum asked what the status of our hospital is.

City Manager Charles Penny stated he has spoken with Steve Pennington and he says they are holding their own. There is capacity at the hospital but we need to be cautious so they are not overrun. The hospital right now is handling cases in this county and some surrounding counties. Mr. Pennington feels good about where the hospital is at this point.

A Motion was made that the City of Statesboro align our State of Emergency with that of the State of Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

7. Consideration of a Motion to approve Resolution 2020-11: A Resolution for the City of Statesboro to remain a Georgia Certified City of Ethics.

A motion was made to approve Resolution 2020-11 for the City of Statesboro to remain a Georgia Certified City of Ethics.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

8. Consideration of a motion to approve Resolution 2020-12: A Resolution approving application for funding in the amount of \$5558.14 from the Local Government Scrap Tire Abatement Program administered by the Georgia Environmental Protection Division.

A motion was made to approve Resolution 2020-12 approving application for funding in the amount of \$5,558.14 from the Local Government Scrap Tire Abatement Program administered by the Georgia Environmental Protection Division.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

9. Consideration of a Motion to approve the sale of the following items that are surplus equipment Ten (10) Communications Headsets (manufactured by Peltor and Liberator), Twenty-seven (27) Motorola Portable Radios (11 are XTS 2500 and 16 are Model 5000) and Eight (8) Rifles (manufactured by Colt) with serial numbers A0137129 A0188963 A0206087 A0137056 A0137107 and A1089038.

A motion was made to approve the sale of items that are surplus equipment Ten (10) Communication Headsets, Twenty-seven (27) Motorola Portable Radios and Eight (8) Rifles.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

10. Consideration of a Motion to approve the updated Automatic Aid Agreement between Bulloch County Fire Department and Statesboro Fire Department as submitted.

A motion was made to approve the updated Automatic Aid Agreement between Bulloch County Fire Department and Statesboro Fire Department as submitted.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

11. Consideration of a Motion to Approve the Community and Improvements Agreement with LSSD Hartford, LLC for the Hartford Subdivision located along Packinghouse Road (Tax Parcel MS69 000003A 000).

This subdivision is under one ownership and will consist of 150 single family homes for rent. This agreement establishes how our infrastructure will be maintained. It also includes a warranty for a period of one year on our infrastructure after that is will be turned over to us.

Councilmember Phil Boyum asked if we have a moratorium in place apartment buildings.

City Manager Charles Penny stated a moratorium was never adopted.

Boyum stated he has a concern of these home being rented and not owner occupied. We need to be cautious of expanding our rental market.

Assistant City Manager Jason Boyles stated this agreement centers on the fact this development is going from a non-gated community to a gated community. The subdivision is approved and homes are under construction what this agreement does is protect the property owners and protect the City.

City Attorney stated the community agreement would be recorded at the land records office. There is a requirement particularly on the establishment of an HOA if these homes are sold for individual ownership. If a title search is done on this property this community this agreement will show up and it is very clear of the obligation of the developer.

A motion was made to approve the Community and Improvements Agreement with LSSD Hartford, LLC for the Hartford Subdivision located along Packinghouse Road.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Councilman John Riggs would like staff to look into some of the better practices for future apartment investors to help with the issues of apartment complexes in our community.

This item will discussed at the next work session in two weeks April 21, 2020.

12. Consideration of a Motion to Approve Award of Contract for “City of Statesboro Street Resurfacing FY2020” to Sikes Brothers Inc. in the bid amount of \$996,500.00 with approval to spend up to the budgeted amount of \$1,100,952.80 for additional work based on contractor’s unit bid prices.

A motion was made to award a contract for “City of Statesboro Street Resurfacing FY2020 to Sikes Brothers Inc.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

13. Consideration of a Motion to Award a Contract to Atlantic & Southern Equipment LLC in the amount of \$55,909.75 for the purchase and installation of a tractor-mounted boom mower.

A motion was made to award a Contract to Atlantic & Southern Equipment LLC in the amount of \$55,909.75 for the purchase and installation of a tractor-mounted boom mower.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum

SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

14. Consideration of a Motion to Award a Contract to Yancey Brothers in the amount of \$157,841.00 for the purchase of a backhoe.

A motion was made to award a contract to Yancey Brothers in the amount of \$157,841.00 for the purchase of a backhoe.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

15. Other Business from City Council

Councilmember Shari Barr asked what the state of local compliance with Social Distancing is.

Councilmember Phil Boyum stated for the most part 90% of individuals are practicing Social Distancing. Retailers are doing what they can to comply and stay open.

City Manager Charles Penny stated he would get a report from the Police Department and Fire Department on the efforts they have seen when doing compliance checks of local businesses regarding this matter.

Councilmember Phil Boyum acknowledged the loss of Senator Jack Hill. Boyum stated he was a great friend to the University and this Community, he was polite he was friendly he always had conviction and compassion, he will be missed.

Mayor McCollar announced that every flag be lowered to half-mast through the end of the week in honor of Senator Hill. We have lost a giant in our community; we send our condolences to his family, close friends and his colleges in Atlanta.

Mayor Jonathan McCollar announced the issuance of an executive order that is exactly like Governor Kemp’s order. By issuing this Executive Order, it will allow us to enforce what Governor Kemp passed. Mayor McCollar stated the best practice is to align what we do with what the Governor does.

16. City Managers Comments

City Manager Charles Penny stated there will be a virtual Open House with Ron Huffman from Wood for review and public input of the sketch plans for Luetta Moore Park, Grady Street Park and Memorial Park. This Open House will be held on April 14, 2020 at 6:00 pm. We will also have an in person meeting when this COVID-19 crisis is over.

He also announced that City Hall and the City’s other buildings will remain closed to the public through April 30th. The Statesboro Police Department has ordered some Personal Protective Equipment such as masks and gloves for City Staff.

17. Public Comments (General): None

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

At 9:43 am a motion was made to enter into Executive Session

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

At 9:55 am a motion was made to exit Executive Session

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Mayor McCollar called the meeting back to order with no action taken in Executive Session.

19. Consideration of a Motion to Adjourn

A motion was made to adjourn

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 9:55 am.



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: April 14, 2020

RE: Annual Wrecker Agreement

POLICY ISSUE: Adoption of Annual Wrecker Agreement

RECOMMENDATION: That Council approve the July 1, 2020-June 30, 2021 Wrecker Agreement with minor changes.

BACKGROUND: The City maintains a Wrecker Agreement with local businesses that conduct motor vehicle tows. The Agreement provides companies with requirements in order to be used by the City to tow vehicles at the City's request. In order to be placed on the wrecker rotation, companies must agree to, and abide with, the Agreement. As an example, if the police respond to a motor vehicle crash and a driver requires a tow from the scene, and that driver does not have a personally preferred towing service, the City will contact the next wrecker available under the rotation. This Agreement has been adopted annually by City Council.

One complaint that has come up over the past year is that some companies, during their assigned week to provide towing services, have been "sub-contracting" the work to other businesses. This has created some concerns by other towing companies that their competitors are not living up to the Agreement. Some changes have been made to the Agreement in order to correct this issue. Additionally, some language has been added to create a more formal process for the police department to handle complaints against towing companies on the rotation.

The specific changes:

Under the header "Conditions Applying to the Company" a change is recommended to #8, with the added language, "The wrecker which arrives must bear the markings of the towing company which was contacted to respond."



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

Under the header “Conditions Applying to the Company” a change is recommended to #9. All of the language in #9 is new (which has then bumped each of the subsequent numbered sections up one number). “The Company bears the responsibility for ensuring that it can respond to requests. SPD’s Dispatch Center will attempt to contact Companies on the list by phone one time and then move on to the next towing service on the list. It is not Dispatch’s responsibility to continue to call the towing service. If a company cannot be reached and the next service is contacted, SPD’s Dispatch will note this fact and forward the information to the Operations Bureau Captain.”

Under the header “Conditions Applying to the company” the following recommended change is made to section #18, “Companies are prohibited from responding to calls based on surveillance, either in person or by overhearing radio traffic and responding. Further, the company contacted by Dispatch from the Towing Rotation List must be the one which responds. Companies are not permitted to cover for one another without the List itself being changed at the direction of the Chief of Police or his/her designee.”

Under the header “Complaints Procedures” the following change is recommended to #3, “Complaints will be delivered to the Dispatch Supervisor, registered with the Operations Bureau Captain, and then assigned out for investigation. The Operations Bureau Captain will then make a recommendation to the Chief of Police or his/her designee as to the appropriate disposition of the complaint and any potential sanctions.”

BUDGET IMPACT: There is no budget impact.

COUNCIL DISTRICT: All

ATTACHMENTS: Updated Wrecker Agreement.

STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT

July 01, 2020 to June 30, 2021

DEFINITIONS

1. SPD: The Statesboro Police Department
2. Company: The towing company making application for Rotation
3. Owner: Person(s) that own and/or operate/manage a company
4. Operator: An approved tow truck driver/operator
5. Yard: A secured impoundment facility that meets the requirements of the Department of Public Safety's Rule 570-6-1-08
6. Normal Business Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays
7. Sanctions: A penalty, including but not limited to, warnings, suspensions, and/or termination

DISCLAIMER

SPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. SPD reserves the right to make changes to the Agreement, with sufficient notice to the Companies.

Being on the SPD Towing Rotation List is a privilege and not a right. This does not create a contract between SPD and the Company. To be eligible for inclusion on the SPD Towing Rotation List towing Companies must submit, during the application period, their Towing Rotation Application. Companies must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Companies must also follow all Federal, State, and local laws and regulations related to towing companies. Failure to comply with the terms of this Agreement or applicable Federal, State, or local laws or regulations may lead to sanctions against the Company. These sanctions are described further by this Agreement.

The signature of the duly authorized representative on the Application and Agreement signifies that the company acknowledges the following:

- the entire document has been read
- the information provided by the Company is complete and accurate
- that the Company and all of its employees are bound by the provisions of the Agreement
- that the Company understands the requirements for inclusion on the Towing Rotation List
- that the Company accepts all conditions of the Agreement
- that the Company accepts responsibility for the actions of its owners and operators
- that the Company's inclusion on the SPD Towing Rotation List is a discretionary privilege and not a right

- that the Company's inclusion on the SPD Towing Rotation List does not guarantee an equal or specific number of calls while on the rotation
- that falsification of any portion of this Application or Agreement, including in any documentation provided in support of the Application, shall be cause for immediate removal from the Towing Rotation List
- that any such falsifications may later result in criminal prosecution

DESCRIPTION

1. This rotation and agreement will be effective July 1, 2020 to June 30, 2021 unless terminated earlier at the discretion of SPD.
2. Renewals and enrollments for existing and/or new companies must be completed each year during the renewal/enrollment period specified by SPD.

APPLICATION REQUIREMENTS

1. SPD will receive sealed packets until June 1, 2020 at 4:00 p.m. at 25 West Grady Street, Statesboro, Georgia. Packets delivered by this date and time will be processed in preparation for the July 1, 2020 implementation date.
2. Packets must be complete in order to be considered.
3. SPD reserves the right to reject all application, to waive any informality or technicality, and to accept applications deemed to be in the best interest of the Agency.
4. Packets which include trucks, drivers, yards, owners, operators, or managers not qualifying for participation per the terms of this Agreement will not be considered.

CONDITIONS APPLYING TO THE COMPANY

1. The Company is responsible for submitting all information requested as part of this application
2. Managers who do not drive or operate tow trucks must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. Managers must be in compliance with the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.
 - c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.

- d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
 - e. Shall not be a Registered Sex Offender in Georgia or in any other state.
 - f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. The Company must maintain at least one approved yard within 7 miles of the city limits.
 5. If the Company has only one approved Driver, and if that Driver is to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during that time period.
 6. The Company must maintain general liability and property damage insurance equivalent to that required by the Georgia Department of Public Safety Rule 570-6-1-09 governing nonconsensual towing. The City of Statesboro shall be listed as an additional insured and the Company shall provide proof to SPD that the City of Statesboro is so listed.
 7. The Company shall provide evidence of Worker's Compensation Insurance and shall maintain said coverage throughout the rotation year as required per Georgia law.
 8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of the call within 20 minutes, except under extraordinary circumstances. The wrecker which arrives must bear the markings of the towing company which was contacted to respond. If the wrecker contacted does not arrive within 20 minutes then another towing service may be requested to respond and the first company sanctioned.
 9. The Company bears the responsibility for ensuring that it can respond to requests. SPD's Dispatch Center will attempt to contact Companies on the list by phone one time and then move on to the next towing service on the list. It is not Dispatch's responsibility to continue to call the towing service. If a Company cannot be reached and the next service is contacted, SPD's Dispatch will note this fact and forward the information to the Operations Bureau Captain.
 10. For all regular rotation calls, the Company agrees to bill for towing and storage at the exact same rate as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council of Statesboro. In cases of tows which are longer than one hour, an on-scene SPD supervisor may sign the tow receipt, noting the wrecker's arrival and departure from the scene, and thereby authorize billing at an additional \$15.00 per additional quarter hour. For purposes of this section, the tow begins when the SPD dispatcher or officer contacts the Company. It ends when the wrecker departs the scene with the vehicle in tow.
 11. If the Company initiates proceedings to perfect and enforce its lien rights against the vehicle as provided for in Chapter 3 of Title 40 of the Official Code of Georgia, the Company may assess the actual costs of postage for providing notice via certified mail or statutory overnight delivery to the owner.

12. Only those charges allowed per this agreement may be charged to a vehicle owner or insurance company. There will be no additional charges allowed for cleanup of any debris or spills at the scene. SPD may perform audits on Company billing receipts.
13. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques. It will also ensure that they are capable of performing their duties in a lawful, safe, proper, and efficient manner.
14. The dispatch phone number shall be answered in the name of the Company making application.
15. The Company agrees not to use unapproved managers, drivers, operators, yards, or trucks. New managers, drivers, operators, yards, and trucks may be added by submitting the required information and supporting documentation. The Company must immediately notify SPD of any and all changes to Company information including the removal of any yard, truck, driver, or operator.
16. The Company shall state their regular business hours on the application and shall maintain those hours while serving on the Towing Rotation List.
17. Applications for inclusion on SPD's Towing Rotation List shall constitute agreement and consent by the person or entity making the application for inspections by SPD personnel. These inspections include, but are not limited to, entry onto the premises during normal business hours, inspection of records, inspection of the conditions on the yard, and inspection of equipment. These inspections are for purposes of determining compliance with the terms set forth in this agreement.
18. Only those Companies contacted by SPD's Dispatch from the Towing Rotation List may respond to an SPD tow request. Companies are prohibited from responding to calls based on surveillance, either in person or by overhearing radio traffic and responding. Further, the Company contacted by Dispatch from the Towing Rotation List must be the one which responds. Companies are not permitted to cover for one another without the List itself being changed at the direction of the Chief of Police or his/her designee.
19. The Company will maintain complete and accurate records of all SPD-requested tows and shall provide SPD with said records upon request. Failure to maintain such records will result in sanctions up to suspension or removal from the Towing Rotation List.
20. The Company agrees that all work will be performed using equipment declared on the Company's application and approved for use by SPD. No work on behalf of SPD will be performed by equipment, employees, or agents of the Company not declared on the Company's application. The only exceptions are when specialized equipment is needed for the towing of vehicles requiring special handling. In that case, a subcontractor may be utilized.
21. The Company will ensure that tow truck operators provide only those services that are necessary or requested and will, at the time of the tow, provide the owner or driver of the vehicle (if present on scene) with the following:
 - a. the location where the vehicle will be stored
 - b. a copy of the current rate schedule
 - c. the terms of the vehicle recovery
22. The Company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle. This will be done in a timely

manner. Vehicles that are damaged as a result of the tow may result in the Company being sanctioned up to suspension or removal from rotation.

23. The Company shall provide SPD officers on scene any requested information regarding the Company, driver, truck, equipment, yard, or any other fact deemed pertinent.
24. The Company shall ensure that once the Operator is given control of the vehicle at the tow scene a notation is made on the invoice describing any property removed from the vehicle and the name of the person removing it.
25. Operators shall not leave the scene of a tow on a traffic collision until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed unless permitted by the SPD officer.
26. The Company shall provide renewal copies of occupation tax certificates, local/state/federal licenses, insurance, registration, Motor Carrier Certification, and driver certificates to SPD at the time the item is renewed. As the Companies should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within 30 days of the previous expiration. Notification by an insurance company or the State of Georgia that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by SPD.
27. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with SPD officers at the scene of traffic collisions. Dishonesty and/or failure to cooperate may result in sanctions up to termination from the Towing Rotation List.
28. The Company shall ensure that all owners, managers, and operators report to SPD at 25 West Grady Street no later than July 1 of each year to sign authorization forms for bi-annual criminal and driver's history checks to be conducted.
29. The Company must submit a Georgia E-Verify affidavit form or exemption affidavit along with its application packet.

CONDITIONS APPLYING TO THE OPERATOR

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.
2. Each Owner and Operator must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. An SPD identification card shall only be issued to Owners and Operators who meet the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt

under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.

- c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.
 - d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
 - e. Shall not be a Registered Sex Offender in Georgia or in any other state.
 - f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. Each Owner and Operator must submit his driving record, not older than 30 days, from the Georgia Department of Public Safety.
 5. Each Owner or Operator who responds to Rotation calls shall clearly display a valid SPD identification card which has been issued to that Owner or Operator for his/her specific Company. ID cards are non-transferable and shall be used for official, Rotation calls only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of SPD and shall be surrendered to SPD upon termination. The Company is responsible for making sure that the ID card is returned to SPD and shall not destroy or dispose of said ID cards.
 6. Operator error that results in excess of \$1,000.00 in damage to a vehicle or which causes bodily injury may result in the Company being sanctioned and the Operator being permanently banned from participating in the Towing Rotation List.
 7. Using an unauthorized Operator on a Rotation call may result in a Company's immediate termination from the Towing Rotation List.

CONDITIONS APPLYING TO THE TRUCKS AND EQUIPMENT

1. Each tow truck shall comply with the equipment requirements as established by the Georgia Department of Public Safety's Rule 570-6-1-11.
2. Tow trucks must comply with all Federal, State, and local laws.

CONDITIONS APPLYING TO THE STORAGE YARD/LOT

1. Yards/lots shall be located within a 7 mile radius of the city limits of Statesboro and in compliance with the requirements of the Georgia Department of Public Safety's Rule 570-6-1-.08 governing non-consensual towing.
2. The Company shall provide owner access to vehicles towed subject to a Rotation call during the normal business hours on the Company's application. If the Company provides access to the vehicle outside of the normal business hours listed on the application, the Company may charge

the owner “after hours fees” as prescribed in the “Nonconsensual Towing Maximum Rate Tariff” adopted and published annually by the Mayor and City Council.

3. Companies, upon being contacted by the vehicle owner or authorized agent will comply with the following:
 - a. A representative of the Company will respond within 20 minutes and by appointment
 - b. The Company will not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of any of the following activities:
 - i. Releasing a vehicle
 - ii. Releasing life essential personal property contained within the vehicle
 - iii. Inspecting the condition of the vehicle
4. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may be prohibited from accepting vehicles towed under the Towing Rotation List.
5. All property removed from towed vehicles by the Company for “safekeeping” must be listed on the invoice received by the vehicle owner.
6. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property. Such a log shall show the name, vehicle, date, time, and receipt number.

COMPLAINTS PROCEDURES

1. The Company shall cooperate with SPD in any inquiry regarding a complaint alleging that any part of this agreement has been violated by the Company.
2. As a matter of practicality, the enforcement of certain articles in this Agreement occurs primarily as violations are reported to SPD.
3. SPD shall be the determining authority as to the severity of any violation. Complaints will be delivered to the Dispatch Supervisor, registered with the Operations Bureau Captain, and then assigned out for investigation. The Operations Bureau Captain will then make a recommendation to the Chief of Police or his/her designee as to the appropriate disposition of the complaint and any potential sanctions.

PENALTIES FOR VIOLATION OF THE TERMS OF THIS AGREEMENT

1. SPD has an obligation to the public regarding the safety of vehicles and their contents when towed and stored at SPD request and by a Company operating under the Towing Rotation List. When circumstances warrant, it may be necessary to immediately suspend a towing company from the Rotation and continue said suspension until the situation can be thoroughly investigated and a fair decision rendered.
2. Actions that may result in a Company’s suspension or termination from the SPD Towing Rotation List include, but are not limited to:
 - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers
 - b. charging unauthorized fees
 - c. holding life-essential personal property “hostage” for payment to the company
 - d. expiration of liability or workers compensation insurance

- e. failure to maintain complete and accurate records of Rotation towed vehicles
 - f. threats
 - g. operating a tow truck or Company in violation of law
 - h. using unauthorized company operators, trucks, or yards on rotation calls
 - i. serious operator error
 - j. vehicle damage sustained during the towing process
 - k. operating unsafe tow trucks
 - l. moving a yard to another location without prior notification to SPD
 - m. operating a yard which does not have an office on site unless the yard and off-site storage location is approved by SPD
 - n. falsifying information on this application
 - o. revocation/suspension of driving or towing privileges by the State of Georgia
3. Following an investigation, the Company will be notified by email or U.S. mail of any sanctions deemed appropriate by SPD
 4. SPD will determine the length of any suspension. Suspension may result in a Company being denied participation for any length of time in the current Rotation, extended into a proceeding Rotation, permanently, or as determined by the Chief of Police or his designee.
 5. A company, yard, truck, or driver may be suspended or terminated from the Rotation for practices determined by SPD to be unlawful, unreasonable, or otherwise not in the best interests of the public and as outlined in this Application.
 6. A violation of any part of this Agreement may be the cause for sanctions.
 7. If SPD removes, suspends, or sanctions a Company on the Rotation the Company will be furnished with the reasons for said sanctions, in writing, within 5 days of imposition of said sanctions. The Company has the right to appeal this decision to the Mayor and City Council. In order to appeal such a decision, the Company shall file a written notice of appeal with the City Clerk within 30 days of receipt of the written decision by SPD. Upon receipt of a notice of appeal, the City Clerk shall place the appeal on the agenda for the next meeting of the Mayor and City Council for hearing.

AFFIRMATION AND ACKNOWLEDGEMENT

I hereby declare under criminal penalty of the State of Georgia that the information contained in the foregoing STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I have read the application in its entirety. I agree to abide by the terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner

Printed name: _____

Company name: _____

Date: _____

Phone number: _____

Email address: _____

Mailing address: _____

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: April 27, 2020

RE: May 5, 2020 City Council Agenda Items

Policy Issue: *Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-7(i) which currently reads as follows: "Interests of public employees and officials; prohibited. No license shall be granted to any city, state or federal employee or official whose duties include the regulation or policing of alcoholic beverages or licenses or any tax-collecting activity."*

Recommendation: N/A

Background: Mayor and Council requested this agenda item pursuant to City Ord 2-2-4 at the April 21, 2020 work session meeting.

Budget Impact: None

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: April 27, 2020

RE: May 5, 2020 City Council Agenda Items

Policy Issue: *Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-7(d) exemptions in order to provide for a pedestrian downtown open container exemption zone.*

Recommendation: N/A

Background: Mayor and Council requested this agenda item pursuant to City Ord 2-2-4 at the April 21, 2020 work session meeting.

Budget Impact: None

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: April 27, 2020

RE: May 5, 2020 City Council Agenda Items

Policy Issue: *Consideration of motion to direct the City Attorney to draft ordinance revision of City Ord 6-8(d)(3)a which currently reads as follows : "A temporary permit to sell alcoholic beverages may be issued to any licensee holding a valid city issued catered event alcoholic beverage license for a period not to exceed three days for an approved special event. The licensed caterer must make complete application and pay all required application fees to the city clerk or his/her designee at least 45 days prior to the start date of the proposed event and shall be required to comply with all the general ordinances and regulations for on-premises consumption. The applicant seeking a temporary license must also obtain a state-issued temporary special event permit."*

Recommendation: N/A

Background: Mayor and Council requested this agenda item pursuant to City Ord 2-2-4 at the April 21, 2020 work session meeting.

Budget Impact: None

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



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

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

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

From: Jason Boyles, Assistant City Manager

Date: April 28, 2020

RE: Economic Development Administration Grant Co-Application

Policy: Grant Application

Recommendation:

Staff recommends approval of co-application of the Economic Development Administration Grant with the Downtown Statesboro Development Authority.

Background:

At the January 7, 2020 meeting city council approved authorization of \$500,000 in funds to support application by the Downtown Statesboro Development Authority (DSDA) to the federal Economic Development Administration (EDA) for funding of phase III expansion of additional classroom spaces, expansion of the business incubator, and a community training center. Recently the EDA has notified DSDA that their application has been selected for further consideration for \$2,000,000 in funding contingent upon submittal of additional information and addition of the City of Statesboro as co-applicant and addition of Georgia Southern University as co-applicant.

The DSDA has provided the attached application documentation for execution. Further, staff has also prepared the attached resolution for execution. City staff seeks to submit co-application for this grant following execution of all necessary documentation.

Budget Impact: \$500,000 from 2013 SPLOST and 2019 SPLOST

Council Person and District: Paulette Chavers, District 2

Attachments: Grant Co-Application Resolution
Grant Application
January 2, 2020 Memo from Charles Penny to Mayor and City Council

RESOLUTION 2020 - 13: A RESOLUTION APPROVING CO-APPLICATION WITH THE DOWNTOWN DEVELOPMENT AUTHORITY FOR AN ECONOMIC DEVELOPMENT ADMINISTRATION GRANT AND COMMITMENT OF MATCHING FUNDS

THAT WHEREAS, the Mayor and City Council provided support for the creation of the Georgia Southern Business Incubator and Fabrication Laboratory by execution of co-application of an Economic Development Administration grant with Georgia Southern University and execution of lease for supporting facilities; and,

WHEREAS, the Mayor and City Council find that the Business Incubator and Fabrication laboratory are important to the stability of downtown and find that expansion of facilities and programs is desirable in order to improve the economic vitality of Statesboro and Bulloch County; and,

WHEREAS, the Mayor and City Council, in a regular session meeting on January 7, 2020, approved authorization of \$500,000 in funds to support application by the Downtown Statesboro Development Authority to the federal Economic Development Administration for funding of phase III expansion of additional classroom spaces, expansion of the business incubator, and a community training center; and,

WHEREAS, the Mayor and City Council have found it desirable to further support the Downtown Statesboro Development Authority as co-applicant in said grant application and pledge to assist in submittal and execution of required supporting documentation; and,

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

Section 1. That the Mayor and City Council hereby authorize the co-application with the Downtown Statesboro Development Authority for an Economic Development Administration grant and pledge in-kind support as necessary.

Section 2. That the Mayor and City Council hereby pledge \$500,000 in funds toward a grant award of \$2,000,000.

Section 3. That the Mayor and City Manager are hereby authorized to execute all documents related to the application of said grant.

Adopted this 5th day of May, 2020.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

Application for Federal Assistance SF-424											
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application			* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision			* If Revision, select appropriate letter(s): _____ * Other (Specify): _____					
* 3. Date Received: Completed by Grants.gov upon submission.			4. Applicant Identifier: _____								
5a. Federal Entity Identifier: _____			5b. Federal Award Identifier: _____								
State Use Only:											
6. Date Received by State: _____			7. State Application Identifier: _____								
8. APPLICANT INFORMATION:											
* a. Legal Name: City of Statesboro											
* b. Employer/Taxpayer Identification Number (EIN/TIN): 58-6000668			* c. Organizational DUNS: 02655624								
d. Address:											
* Street1:		PO Box 348									
Street2:		50 E. Main St.									
* City:		Statesboro									
County/Parish:		Bulloch									
* State:		GA									
Province:											
* Country:		USA: UNITED STATES									
* Zip / Postal Code:		30458									
e. Organizational Unit:											
Department Name: Administration			Division Name: Jason Boyles								
f. Name and contact information of person to be contacted on matters involving this application:											
Prefix: Mr.		* First Name: Jason									
Middle Name:											
* Last Name: Boyles											
Suffix:											
Title: Assistant City Manager											
Organizational Affiliation: City of Statesboro											
* Telephone Number: 912-764-5468			Fax Number: 912-764-0664								
* Email: jason.boyles@statesboroga.gov											

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Economic Development Administration (EDA)

11. Catalog of Federal Domestic Assistance Number:

11.307

CFDA Title:

Economic Adjustment Assistance

*** 12. Funding Opportunity Number:**

EDA-2019-Disaster

* Title:

FY 2019 EDA Disaster Supplemental

13. Competition Identification Number:

Conatruction- and- non Construction

Title:

EDA Both Construction and Non-Construction Full Application

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City Center Expansion

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,000,000"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text" value="500,000"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text" value="2,500,000"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

**** I AGREE**

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Appendix A: Applicant Certification Clause

The applicant represents and certifies that it has used due diligence to determine that the description of the project site described herein is accurate with respect to the presence or absence of contamination from toxic and hazardous substances. The term "site" includes the entire scope of the project, including future phases of the project and all areas where construction will occur.

1. Is the site currently, or has it in the past 50 years, been used for any of the following operations or activities:

a. Generation of hazardous substances or waste?

_____ Yes X No

b. Treatment, storage (temporary or permanent), or disposal of solid or hazardous substances or waste?

_____ Yes X No

c. Storage of petroleum products?

_____ Yes X No

d. Used/waste oil storage or reclamation units?

_____ Yes X No

e. Research or testing laboratory?

_____ Yes X No

f. Ordinance research, testing, production, use, or storage?

_____ Yes X No

g. Chemical manufacturing or storage?

_____ Yes X No

h. Weapons or ammunition training, use, or testing?

_____ Yes X No

i. Iron works/foundry?

_____ Yes X No

j. Railroad yard?

_____ Yes X No

k. Industrial or manufacturing operation?

_____ Yes X No

If any of the above operations ever occurred at the site, and if appropriate cleanup or other mitigation actions were performed in accordance with the local, State, and federal laws, please attach documentation of these actions.

2. Do wells draw from an underlying aquifer to provide the local domestic water supply?

_____ Yes X No

3. Has a federal, State, or local regulatory authority ever conducted an environmental assessment, environmental impact statement, or a preliminary assessment/site inspection, or similar environmental surveyor inspection report at the site? If yes, please list here and attach copies of these reports or results.

_____ Yes X No

Appendix A: Applicant Certification Clause

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

- 4. Have any environmental or OSHA citations or notices of violation been issued to a facility at the site? If yes, please attach copies.
 Yes No
- 5. Have any unauthorized releases of hazardous substances occurred at any facility at the site which resulted in notification of the EPA's National Response Center?
 Yes No
- 6. Is any material containing asbestos or lead paint located at the site? If yes, please attach information concerning State and federal regulatory compliance.
 Yes No
- 7. Is there any equipment (electrical transformers, etc.) containing polychlorinated biphenyls (PCB) on the site? If yes, please attach a description of the equipment.
 Yes No
- 8. Are there underground or above ground storage tanks on the site? If yes, please attach a detailed description, including the number of underground storage tanks on the site, whether the tanks have been inspected (or removed) and the results of such inspections.
 Yes No
- 9. Has the site been tested for radon? If yes, please attach results.
 Yes No
- 10. Have there been, or are there now any environmental investigations by federal, State or local government agencies that could affect the site in question? If yes, please attach available information.
 Yes No

The applicant acknowledges that this certification regarding hazardous substances and/or waste is a material representation of fact upon which EDA relies when making and executing an award. EDA reserves the right to terminate any award made in conjunction with the representations contained herein if, at any time during the useful life of the project, EDA becomes aware of the presence of hazardous materials or waste at the site, or that hazardous materials or waste have been inappropriately handled thereon.

Further, if it is determined at any time that the presence of hazardous materials or waste, or handling thereof, has been misrepresented, EDA may pursue other available legal remedies against the applicant.

City of Statesboro
 Applicant's Name

Jonathan McCollar, Mayor City of Statesboro
 Name and Title of Applicant's Authorized Representative

Signature of Applicant's Authorized Representative Date

If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number:	GRANT12995562
Applicant DUNS:	83-038-3399
Submitter's Name:	Allen Muldrew
CFDA Number:	11.307
CFDA Description:	Economic Adjustment Assistance
Funding Opportunity Number:	EDA-2019-DISASTER
Funding Opportunity Description:	FY 2019 EDA Disaster Supplemental
Agency Name:	Economic Development Administration
Application Name of this Submission:	City Center Expansion
Date/Time of Receipt:	Jan 08, 2020 01:22:39 PM EST

TRACK MY APPLICATION – To check the status of this application, please click the link below:

https://apply07.grants.gov/apply/spoExit.jsp?p=web/grants/applicants/track-my-application.html&tracking_num=GRANT12995562

It is suggested you Save and/or Print this response for your records.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



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

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

INTEROFFICE MEMORANDUM City Manager's Office

TO: Mayor and City Council Members

FROM: Charles W. Penny, City Manager

DATE: January 2, 2020

RE: EDA Grant Application

The Downtown Statesboro Development Authority has an opportunity to apply for an Economic Development Administration (EDA) grant under a Federal Disaster Declaration. Bulloch County is eligible to apply for this grant due to Hurricane Michael, and a \$587 million allocation is available due to the declaration. Attached is a brief description of the Proposed Phase III City Campus Classroom and Business Expansion. The grant amount which could be available for the project is \$2 million provided a \$500,000 match is provided by the City. The purpose of this memo is to seek the Statesboro City Council authorization to submit the grant application.

Downtown Statesboro Development Authority would be the grant lead entity. Georgia Southern University Business Innovation Group will serve as the facility operator. The benefit to the City would be investment and enhanced property in the downtown which could serve as a training facility and expanded business incubator.

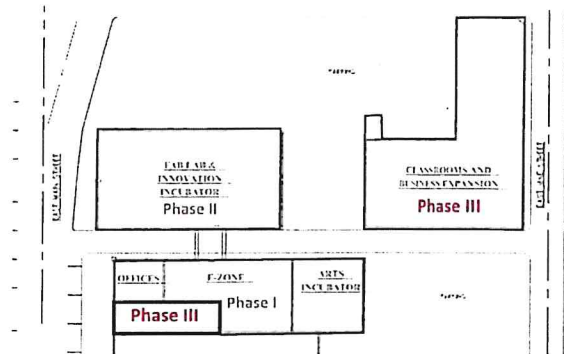
I recommend the City Council approve the grant submission for the Phase III City Campus Classrooms and Business Expansion. Funding for the match will have to be provided from the General Fund and would be provided on a reimbursement basis.

Please let me know if you have any questions or concerns about this request.



The Georgia Southern University City Center (founded 2011) is a joint initiative with the City of Statesboro and the Downtown Statesboro Development Authority to foster innovation and entrepreneurship in southeast Georgia. The award winning initiative is being developed in three phases.

- Phase I (Completed in 2015) focused on the co-location of the business development units operating under the Business Innovation Group.
- Phase II (Completed in 2016) focused on the development of a Fab Lab and incubator space for small businesses.
- Phase III includes the addition of more classroom space, a community training center, and expansion of the business incubator.



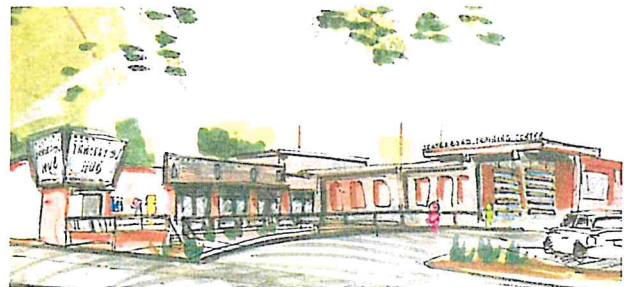
In order to bring Phase III to fruition, the DSDA has an opportunity to apply for federal funding under the Economic Development Administration under a Federal Disaster Declaration. Due to Hurricane Michael, Bulloch County is eligible to apply for a grant as part of the \$587 million allocation.

DSDA is the current property owner and would serve as the grant lead entity. GSU Business Innovation Group will serve as the facility operator. The partnership intends to seek \$2 million in grant funding, but requires a match from the City for no less than \$500,000 (4 to 1 match).

The goal is to convert the 64 East Main property from an eyesore to a strong visual marker for the eastern entry to downtown. Not only will this remodel help spur continued business development, it will contribute to improving the quality of life in Statesboro. The proposed facility will serve as an economic engine and as a community gathering place.

In addition to creating additional offices for businesses owners and corporate partners in downtown Statesboro, this project will create a place where:

- Statesboro residents can meet their neighbors and guests;
- local businesses can hold corporate meetings;
- city staff can gather for training and large meetings;
- area entrepreneurs and employees can advance their professional knowledge;
- university departments can deliver training/programming in downtown; and,
- visiting companies can see what Statesboro has to offer.



The partnership with DSDA means city residents get a “mini-civic center” at a fraction of the cost to taxpayers, while the relationship with Georgia Southern BIG means that overhead and routine maintenance and operations will be handled by the university.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

Proudly serving the City of Statesboro and surrounding communities since 1905!



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 4-3-2020

RE: Submission of Application for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to submit an application for the 2019 SAFER Grant to assist with the funding for twenty two (22) additional firefighters within the Statesboro Fire Department

Background: The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720). The SAFER Grant Program is a competitive, discretionary grant comprised of two activities; Recruitment and Retention of Volunteer Firefighters and Hiring of Firefighter, which is the activity the Statesboro Fire Department wishes to pursue. If awarded and accepted, the SAFER grant will fund a portion of the salaries and benefits of the SAFER-funded positions over a three (3) year period.

Budget Impact: The cost share of the SAFER grant for year one and two is 75% federal – 25% City. Year three the percentages are 35% federal – 65% City. The following is based on twenty two (22) additional firefighter positions.

Year	Total Cost	Federal/City Cost Percentage	Federal Responsibility	City Responsibility	City Cost Savings Per Year
1	\$ 1,253,714.00	75%/25%	\$ 940,285.50	\$ 313,428.50	\$ 940,285.50
2	\$ 1,253,714.00	75%/25%	\$ 940,285.50	\$ 313,428.50	\$ 940,285.50
3	\$ 1,253,714.00	35%/65%	\$ 438,799.90	\$ 814,914.10	\$ 438,799.90
					\$ 2,319,370.90

**** The City Responsibility would be 100% after year three.**



*Timothy E. Grams
Fire Chief*

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



*Jonathan M. McCollar
Mayor*

Council Person and District: All

Attachments: Resolution Requesting Approval to Apply for the 2019 Staffing for Adequate Fire and Emergency Response (SAFER) Grant.

**RESOLUTION 2020-14: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR
THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT
FOR THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of the 2019 Staffing for Adequate Fire and Emergency Response Grant, which may be utilized to aid fire departments with cost associated with adding additional firefighters within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$2,319,370.90 to assist with the cost associated with hiring twenty two (22) additional firefighters within the Statesboro Fire Department; and

WHEREAS, this grant is a percentage cost share program for a three (3) year period.

THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 5th day of May, 2020 hereby authorizes the application for the 2019 Staffing For Adequate Fire And Emergency Response Grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 5th day of May, 2020.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: April 27, 2020

RE: May 5, 2020 City Council Agenda Items

Policy Issue: *Consideration of motion to authorize execution of any documents to accept a proposal from Bleakly Advisory Group to conduct an approximately 16 week long housing needs study for the City of Statesboro.*

Recommendation: N/A

Background: On January 8, 2020 Bleakly Advisory Group submitted a proposal to conduct a housing needs study at a cost to the City of \$38,500.

Budget Impact: \$38,500 from general fund

Council Person and District: All

Attachments: Proposal from Bleakly Advisory Group



Bleakly Advisory Group

January 8, 2020

City of Statesboro
Charles Penny, City Manager
50 East Main Street
Statesboro, GA 30458

Re: City-wide Rental Housing Needs Assessment Proposal

Dear Charles:

Several months ago, we spoke about Bleakly Advisory Group preparing a proposal for a housing needs study for Statesboro. Now that we have the holidays and a mountain of work behind us, I am pleased to submit the following proposal to assist the City of Statesboro in preparing a City-wide Housing Needs Assessment. This assessment will provide you with a perspective on how current and future residential market trends will impact the city over the coming years. The research, analysis, and conclusions can provide key inputs for making future land use, planning, and real estate development policy decisions.

Bleakly Advisory Group, Inc. is an Atlanta-based economic and real estate development consulting company formed in 2001. Our firm has extensive experience in demographics, housing market analysis, retail market analysis, and mixed-use market analysis throughout the southeastern U.S. We provide a full range of real estate consulting services to both public and private sector clients in the areas of real estate market research and development feasibility analysis, affordable housing and redevelopment plans, highest-and-best use analysis, economic development and housing strategies, and fiscal and economic impact studies. We have extensive experience working with housing issues in communities throughout Georgia, including college towns, whose unique market situation we understand well.

We have recently prepared housing needs for many similar communities throughout Georgia, including Milledgeville, Carrolton, Newnan, Dalton, Troup OCounty, Forsyth County, and Alpharetta. We are currently preparing housing needs assessments for the Atlanta Regional Commission 20-county area and Cherokee County.

Due to our previous work in Statesboro several years ago, we are aware that the City of Statesboro is considering options for slowing the current rapid growth of apartment complexes. In order to assess the best options for shaping future development, your council seeks assistance in researching zoning and land use regulations that can be applied to various property types that are prevalent in the community. We have found that often these housing assessments have dual purposes: first is the technical analysis, quantifies your housing supply and demand. The second is the communication aspect, which gives staff the tools and information they need to communicate to elected officials and constituents the rationale for crucial policies related to land use and housing.

Our proposed assessment will answer questions related to the Statesboro housing market such as:



- Is Georgia Southern University's enrollment projected to change in the short or long term? Will there be changes in the supply and demand for on-and off campus student housing?
- What does Statesboro's future rental housing demand look like? Is there a need and opportunity for more rental housing in the city?
- Who are the current and future market audiences for rental housing in Statesboro? We know that students comprise a significant portion of local renters, but what other demographics are attracted to rental housing in the city?
- Given that a city's housing stock ages over time without new additions, what impact will adding new units have in Statesboro? Is the market at equilibrium or are new units needed to meet a growing demand and to refresh the inventory to remain relevant to non-students?

Based on our understanding of the issues, we have prepared the following scope of services to prepare a rental housing needs assessment for the City.

Project Scope

We see the assignment as incorporating seven key tasks:

1. Analysis of rental housing supply in Statesboro
2. Analysis of rental housing demand in Statesboro
3. Regional/comparable cities analysis
4. Stakeholder interviews and public information sharing session
5. Rental housing need assessment
6. Recommended alignment of current plans and zoning codes to comply with housing needs
7. Final report

Task 1: Existing and Planned Rental Housing Supply Analysis

We will prepare an analysis of the rental housing supply in Statesboro both currently existing and in the development pipeline. We will examine the trends in the performance of the rental market in proximity to the university and in the larger local area to characterize and detail the inventory of single-family rentals, duplex/townhouse rentals, multifamily apartments, and other rental inventory. We will evaluate the rental housing market in terms of:

- Location
- Age/condition
- Unit inventory--number of units, units by bedroom type
- Unit sizes
- Rents, and level of concessions
- Occupancy
- Project Amenities
- Proximity to shopping, employment and other attractors.

We will evaluate student housing in terms of occupancy of on-campus housing, planned enrollment growth of full-time students, and planned additions to on-campus or affiliated student housing options to understand the full range of student housing options and potential for housing additions in Statesboro.



Importantly, this analysis will also include off-campus student-oriented group housing to gauge the impact of students on the city's overall rental housing market. We will gather the above data through both primary and secondary research methods.

Task 2: Rental Housing Demand Analysis

We will prepare a rental housing demand analysis by forecasting housing demand in Statesboro for the next five years and determine from that assessment which portion would be for non-student rental housing and which for off-campus student rentals. Our approach would be based on assessing the following key housing demand drivers:

- Population trends in the city and surrounding market area
- Employment growth trends in the areas that impact demand
- Household trends (age of householder, household size, household income, etc.) in the city
- Migration and turnover ratios
- Housing tenure preferences
- The impact of faculty, staff, and students of Georgia Southern University on off-campus rental housing demand
- Major projects in the city/region, either completed or in the development pipeline that could impact housing demand

Based on an analysis of this information we will prepare a rental housing demand forecast for the city over the 2020-2025 period. The forecast will detail rental housing demand by income and age of householder.

Task 3: Regional/Comparable Cities Analysis

As part of the assessment of rental housing supply we will prepare a **Regional/Comparable Cities Analysis** to examine rental and group housing by type found in Statesboro compared to a sample of up to five similar Georgia college towns for comparison. This analysis will provide useful information on best practices in other similar cities in terms of the mix of rental housing that best achieves a successful balance in the local housing market for those communities.

Task 4: Stakeholder Interviews and Public Information Sharing Session

A necessary part of the rental housing needs assessment will be a set of stakeholder interviews to get a detailed understanding of the rental housing market in Statesboro. We intend to interview local real estate professionals, managers and owners of a group home properties, area developers, university officials responsible for its housing options, and other local stakeholders suggested by you. This will provide us with detailed understanding of the local market.

With your assistance, we will also plan a one-to-two-hour public information sharing in which we will deliver a short presentation on our work. This presentation will kick-off an open house-style session in which we will provide boards and other visuals that illuminate our work and findings. This type of sharing session is typically most useful to our work prior to our final analysis so that we can incorporate feedback from the session in our recommendations. However, you may determine that this session is most useful after the bulk of our work and recommendation delivery. Thus, timing of this session is to be determined.



We would also deliver one presentation of the draft or final report to a board or committee of your choosing (typically the City Council).

Task 5: Assessment of Rental Housing Needs 2020-2025

Based on the results of the preceding analytic steps, we will prepare an assessment of the rental housing need in Statesboro that considers the following factors:

- The anticipated demand for rental housing in the city over the coming years by housing type
- The capacity of the current inventory of rental housing to accommodate growth in demand, allowing for healthy occupancy levels and tenant turnover ratios
- The special demands that may exist in the local housing market from changes in student demand over the period
- The status of future additions to supply already in the development pipeline or planned
- The ability to upgrade or re-position portions of the existing rental housing inventory to address future needs
- Estimates of any unmet rental housing need based upon an assessment of the preceding factors

Task 6: Aligning of Current Plans and Codes with Rental Housing Needs

Once the City has determined the appropriate level of need for rental housing, a critical next step is to make sure its land use policies and regulatory framework are aligned with its long-range goals. As part of this task we will begin by evaluating the policies in the city’s comprehensive and/or other relevant plans to determine if they conform to the results of the needs assessment. This will include evaluating issues such as the provision of sites for future development, the location of existing development near services and infrastructure, access to local demand generators, access to jobs, etc.

As part of this task we will also examine the City’s zoning code to determine if it supports the intended mix of housing in terms of:

- Allowable densities in the appropriate districts
- Appropriate design standards encouraging new developments that will be sustainable and lessen the burden on local services
- Flexible development requirements that foster the redevelopment of existing housing as desired
- Allowing other forms of rental housing that might prove less intrusive from a development perspective i.e., accessory apartments, small mixed-use buildings, duplexes, or group housing.

Task 7: Final Report

At the conclusion of the analysis period we will prepare a draft report on the results of the preceding tasks that will provide our assessment of rental housing needs in Statesboro over the 2020-2025 period. We will discuss findings with you at your convenience and make any necessary modifications based on your feedback. We will also be available to present the final version of the report to the City Council in a workshop or other format at your direction. At the conclusion of the process we will provide you with an electronic copy of the final report.



Timing and Fee

Based on our extensive real estate market research experience and the suggested scope of services for the assignment we are proposing the following estimate of the time it will take to complete the assignment and our fee for services. As shown in the summary table below, we estimate it will take **approximately 16 weeks from your authorization** to complete the project.

Rental Housing Needs Assessment		
Tasks	Timing	Estimated Fee
1) Analysis of rental housing supply	4 weeks	\$8,000
2) Analysis of rental housing demand	3 weeks	\$7,000
3) Regional/comparable cities analysis	3 weeks	\$5,500
4) Stakeholder Interviews and Public Information Sharing Session	On-going	\$6,000
5) Rental housing need assessment	2 weeks	\$4,500
6) Aligning of plans/codes with needs	2 weeks	\$4,000
7) Final Report	2 weeks	
Total Time and Cost	16 weeks	\$38,500

Our fee for the assignment, based on the scope outlined in the proposal, is \$38,500, which is inclusive of all expenses. We would require a retainer of \$7,700 paid prior to beginning work, which will be applied to the final invoice. We will invoice you on a monthly basis for the work completed that month. Our invoices are due and payable at 30 days. The following terms and conditions are an integral part of our proposal.

If this scope and terms are acceptable to you, please sign and return a copy of this engagement letter to us, along with the retainer, as authorization to proceed.

Thank you for this opportunity to work with you. We look forward to the assignment.

Very truly yours, and thanks for your patience.

Geoff Koski
President



1447 Peachtree Street NE
Suite 610
Atlanta, GA 30309

Accepted by: _____

Date: ___/___/_____



Terms and Conditions Governing this Research and Report

Accuracy of Report: Every reasonable effort will be made to ensure that the data developed in this assignment reflect the most accurate and timely information possible and is believed to be reliable. This consulting assignment will be based on estimates, assumptions and other information developed by Bleakly Advisory Group (“BAG”) from its independent research efforts, general industry knowledge and consultations with the client for this assignment and its representatives. No responsibility is assumed for inaccuracies in reporting by the client, its agents or representatives or any other data source used in preparing or presenting this study. The research and reports are based on information that is current as of the date of the report. BAG assumes no responsibility to update the information after the date of the report. The research may contain prospective financial information, estimates or opinions that represent our view of reasonable expectations at a particular point in time, but such information, estimates or opinions are not offered as predictions or as assurances that a particular outcome will occur. Actual results achieved during the period covered by our prospective analysis may vary from those described on our research and report and variations may be material. Therefore, nor warranty or representation is made by BAG that any of the projected values or results contained in the work product from this assignment will actually be achieved.

Usage of Report: The research product may not be used, in whole or in part, in any public or private offering of securities or other similar purpose by the client without first obtaining the prior written consent of BAG.

Termination: Should you determine to terminate this agreement for any reason you agree to so notify BAG via letter and agree to pay for work completed by BAG up to the date of the notification of termination.

Entirety of Agreement: The terms and conditions of this agreement embody the entirety of the agreement and understanding between the parties hereto and there are no other agreements and understandings, oral or written, with reference to the matter hereof that are not merged herein and superseded hereby. No alternation, change or modification of the terms of the agreement shall be valid unless made in writing and signed by both parties.

Dispute Resolution: If a dispute arises out of or related to this agreement, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use mediation before resorting to a judicial forum. The cost of the third party mediator will be shared equally by the parties.

Limitation of Liability: The client agrees that as a result of any mediation or legal action resulting from this assignment BAG’s maximum liability is limited to the fees it receives for the assignment.

Governing Law: The agreement shall be governed by the laws of the State of Georgia.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



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

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

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

From: Jason Boyles, Assistant City Manager
John Washington, Director of Public Works & Engineering

Date: April 27, 2020

RE: Memorandum of Understanding & Agreement (MOU) with Georgia Southern University,
Akins Blvd Extension - GDOT Local Maintenance Improvement Grant Application

Policy: Grant Application

Recommendation:

Staff recommends approval of and execution of MOU by the Mayor for submittal of the GDOT Local Maintenance Improvement Grant (LMIG) and construction of extension of Akins Boulevard.

Background:

Georgia Southern University seeks to extend Akins Boulevard from Veteran's Memorial Parkway south through the "South Campus" to connect with the existing spur of Akins Boulevard that intersects with Lanier Drive. In addition to serving the "South Campus" the extension of Akins Boulevard will allow for interconnectivity with Tormenta Way, which is currently under construction, providing a critical secondary point of access of the Old Register Tax Allocation District to Veteran's Memorial Parkway.

At the February 4, 2020 meeting city council approved submittal of application to the Georgia Department of Transportation for funding from the Local Maintenance Improvement Grant Program for extension of Akins Boulevard. Due to the unique nature of this project mutually serving both the University and the City, staff from both entities have prepared the attached Memorandum of Understanding (MOU) that will allow the two entities to partner on the construction of Akins Boulevard. City staff seeks to attach this agreement to the LMIG application for this project. The University will provide all necessary matching funds, secure design and construction, and will provide project management for the project.

Budget Impact: No matching funds pledged by the City of Statesboro

Council Person and District: Venus Mack, District 3

Attachments: Memorandum of Understanding & Agreement (MOU)



MEMORANDUM OF UNDERSTANDING & AGREEMENT (MOU)

RE: Roadway Development

South Campus – Akins Blvd Extension between Highway 301 Bypass and Tormenta Way

This document shall serve as the formal agreement and understanding between the City of Statesboro (City) and Georgia Southern University (GSOU) regarding the funding for the proposed roadway development between the GA Highway 301 bypass and Tormenta Way. WITNESSETH, that both parties hereto do mutually agree to the following:

1. GSOU agrees to convey the Right-of-Way (ROW) to the City necessary for the installation of the referenced road development; more particularly described as Parcel A (3.69 Acres) as shown on plat titled Right-of-Way Acquisition Plat for Board of Regents of the University System of Georgia, prepared by Maxwell-Reddick, dated August 8, 2018 and recorded in Plat Book 67, Page 521, Bulloch County records.
2. GSOU agrees to provide the design and oversight for the installation of the referenced road development.
3. GSOU will provide oversight of the design and installation of the road in accordance with Georgia Department of Transportation (GADOT) design standards.
4. Both parties agree that the funding for the development of the essential portions of the roadway and related infrastructure will be provided by the City and GSOU. The City will apply for grant funding from GADOT, in the amount of \$1,720,000.00 with a 30% match in funds provided by GSOU. GSOU will provide funding for all other non-essential related items for the development of the road, including but not limited to: sidewalks, lighting and landscaping.
5. The availability of funds for construction are contingent on the grant award by GDOT of the Local Maintenance and Improvement Grant (LMIG) funds applied for by the City and utilized by GSOU for road construction.
6. GSOU will maintain the road after the construction of the road is complete; including paving, sidewalks, infrastructure and right of way.

Executed as of this 23rd day of April 2020.

Georgia Southern University

By: [Signature]
Title: President

City of Statesboro

By: _____
Title: _____

Approved as to Form
Georgia Southern University
Office of Legal Affairs
04.23.2020 mcc

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: April 28, 2020

RE: May 5, 2020 City Council Agenda Items

Policy Issue: *Consideration of Development Agreement with JGR Development, LLC, to reimburse the TAD Special Fund in the amount of \$500,000 in 2018 TSPLOST funds allocated to improvements along Old Register Road.*

Recommendation: N/A

Background: JGR Development, LLC, paid Georgia Power Company \$596,154.75 for utility relocation at above referenced site. Said amount was reimbursed to JGR from TAD special fund in spite of this cost being eligible for payment from 2018 TSPOLST funds. Proposed Development Agreement would reimburse up to \$500,000 to TAD special fund to be available for installing additional Public Infrastructure within the TAD.

Budget Impact: None

Council Person and District: Venus Mack, District 3

Attachments: **Proposed** Development Agreement

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

JGR DEVELOPMENT, LLC

For Old Register Tax Allocation District

Public Infrastructure

TABLE OF CONTENTS

	Page
ARTICLE 1 RECITALS.....	1
ARTICLE 2 GENERAL TERMS.....	2
Section 2.1 Definitions.....	2
Section 2.2 Singular and Plural.....	6
ARTICLE 3 REPRESENTATIONS AND WARRANTIES.....	6
Section 3.1 Representations and Warranties of Developer.....	6
Section 3.2 Representations and Warranties of City	8
Section 3.3 Payment of Administrative Fee	Error! Bookmark not defined.
ARTICLE 4 DEVELOPMENT AND CONSTRUCTION	9
Section 4.1 Construction and Completion of the Public Infrastructure	9
Section 4.2 Approvals Required for the Project	10
Section 4.3 Unreasonable Delay or Abandonment; Cessation of Work.....	10
Section 4.4 Material Modifications.....	10
ARTICLE 5 DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER	11
Section 5.1 Completion of the Project	11
Section 5.2 Compliance with Documents	11
Section 5.3 Litigation.....	11
Section 5.4 Maintenance of the Project	11
Section 5.5 Records and Accounts.....	11
Section 5.6 Liens and Other Charges.....	11
Section 5.7 Compliance with Laws, Contracts, Licenses, and Permits	11
Section 5.8 Laborers, Subcontractors and Materialmen	12
Section 5.9 Taxes.....	12
Section 5.10 Insurance.....	12
Section 5.11 Further Assurances and Corrective Instruments	12
Section 5.12 Performance by Developer	12
Section 5.13 Restrictions on Easements and Covenants.....	12
Section 5.14 Access to the Site	13
Section 5.15 Delivery of Documents	13

TABLE OF CONTENTS

	Page
ARTICLE 6 ; DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES	13
Section 6.1 Advances.....	13
Section 6.2 Disbursements.....	13
Section 6.3 Limited Liability	14
Section 6.4 Special Fund.....	15
Section 6.5 Alternative Financing.....	15
ARTICLE 7 INDEMNIFICATION.....	15
Section 7.1 Indemnification	15
Section 7.2 Notice of Claim.....	15
Section 7.3 Defense	15
Section 7.4 Separate Counsel.....	16
Section 7.5 Survival.....	16
ARTICLE 8 DEFAULT	16
Section 8.1 Default by Developer	16
Section 8.2 Remedies.....	17
Section 8.3 Remedies Cumulative	17
Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses	17
Section 8.5 Default by City.....	17
Section 8.6 Remedies Against City	17
ARTICLE 9 MISCELLANEOUS	17
Section 9.1 Term of Agreement; Survival	17
Section 9.2 Notices	17
Section 9.3 Amendments and Waivers	18
Section 9.4 Invalidity	18
Section 9.5 Successors and Assigns.....	18
Section 9.6 Schedules; Titles of Articles and Sections.....	19
Section 9.7 Applicable Law	19
Section 9.8 Entire Agreement	19
Section 9.9 Approval by the Parties.....	19
Section 9.10 Additional Actions	19

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the 5th day of May, 2020, 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 JGR Development, LLC, a limited liability company, as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

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

WHEREAS, by a Resolution duly adopted 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.

WHEREAS, Developer has received reimbursement from the TAD special fund in the amount of \$595,154.75 for expenditures to Georgia Power for utility relocation services within the boundaries of the TAD.

WHEREAS, utility relocation services at this location can only be provided by Georgia Power and are thereby exempt from public works bidding requirements pursuant to OCGA § 36 – 91 – 22(h).

WHEREAS, the City has received \$500,000 in 2018 TSPLOST funds for improvements along Old Register Road.

WHEREAS, City and Developer desire to allocate and reimburse \$500,000 in 2018 TSPLOST funds to the TAD special fund to be available to Developer for additional Public Infrastructure installation within the TAD.

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 JGR Development, LLC, a limited liability company, 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 May 5th, 2020, 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 previously entered development agreements between City and Developer, 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 procedures set out in previously entered development agreements made between City and Developer except that the \$500,000 in TSPLOST funds will also be available to Developer to fund Public Infrastructure as set out herein.:

- (a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) In no event shall net 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. The \$500,000 in 2018 TSPLOST funds contemplated in this agreement shall not count toward this \$4,750,000 limit.

(f) For the purposes of this Agreement the City shall deposit \$500,000 in received 2018 TSPLOST funds in the TAD special fund solely for the purpose of Developer installing additional Public Infrastructure within the TAD.

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 received for by, or actually received by the party identified above.

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

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

Section 9.5 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 Leah Harden, City Clerk

JGR Development, LLC

Darin Van Tassell, Managing Member

SCHEDULES

- A Site Description
- B ___ Public Infrastructure Description
- C ___ Public Infrastructure Construction Schedule
- D ___ Public Infrastructure Budget
- E Form of Requisition
- F Intentionally Omitted
- G Source and Uses Statement
- H Intentionally Omitted
- I Performance Commitments

SCHEDULE D

PUBLIC INFRASTRUCTURE PROJECT BUDGET

Land acquisition	
Sitework/Foundation	
Infrastructure	
Construction services, architectural, engineering, civil design	
Environmental and permitting	
Total	\$ _____.00

Note: Amounts may be adjusted within each category. The total budget may be adjusted or increased or decreased in accordance with the terms of this Agreement.

SCHEDULE E

FORM OF REQUISITION

OLD REGISTER TAX ALLOCATION DISTRICT

Requisition No. __

Date of Requisition: _____, 20__.

TO:

Attention:

Facsimile:

PROJECT:

Public Infrastructure

DEVELOPER:

Application is made for payment of amounts on deposit in the Special Fund to pay for Reimbursement Costs in the amount, for the purposes and on the terms set forth below, all in accordance with the provisions of that certain Development Agreement between City and the Developer named above, dated as of _____, 201_. All capitalized terms used herein not otherwise defined shall have the meaning given them in the Development Agreement.

As of the date of this Requisition No. __, outstanding Requisition amounts and accrued interest thereon is \$_____ (the "Outstanding Balance") as detailed below:

Requisition No.	Date Approved	Amount of Requisition	Amounts Paid to Date	Balance Unpaid	Total Amount Due

AIA Form G-702 and its Continuation Sheet, AIA Document G-703, are attached as Exhibit A and are made a part of this Requisition. Architect's and Contractor's Certificates for Payment are attached as part of the attached AIA Form G-702.

1. The Public Infrastructure Budget is \$_____ and the Public Infrastructure costs, Schedule of Values and Percentages of Completion are as set forth on Forms G-702 and G-703 attached.
2. Total amount requested: \$_____.
3. Attached hereto as Exhibit B are:
 - a. Copies of all bills or statements or cancelled checks for any indirect or soft-cost expense for which this Requisition is requested;
 - b. Copies of all bills or statements or cancelled checks for any such hard cost expenses incurred by the Developer for which this Requisition is requested;
 - c. To the extent applicable, a copy of a satisfactory "Interim Waiver and Release Upon Payment" pursuant to O.C.G.A. Sec. 44-14-366 from the General Contractor which received payment from the proceeds of the immediately preceding Requisition; and

DEVELOPER'S CERTIFICATIONS

In accordance with the Development Agreement, Developer certifies to City that:

- i. all of its representations and warranties made in and as of the date of the Development Agreement were true and correct as of the effective date thereof;
- ii. the construction of the Public Infrastructure is in accordance with the Plans and the Development Agreement;
- iii. the Project Cost breakdown referenced in this Requisition is accurate;
- iv. all amounts being reimbursed for stored materials are and will be stored in either (a) a bonded warehouse approved by City and accessible to inspection by representatives of City, or (b) stored in a locked and otherwise secure storage arrangement acceptable to City and insured in an amount acceptable to City;
- v. no amounts are requested for materials to be stored more than 150 days before being used for the Public Infrastructure;
- vi. no payment under this Requisition exceeds the maximum allowable non-construction expenses actually incurred within the amounts set forth in the Public Infrastructure Budget, plus the lesser of (a) the actual cost of the completed portion of the Public Infrastructure or (b) the scheduled value of each completed portion of the Public Infrastructure as set forth in the Schedule of Values attached hereto;
- vii. all payments requested under this Requisition are for Public Infrastructure items (i) which are of a quality and construction acceptable under this Agreement and (ii) which have not been previously paid;

- viii. there are no liens outstanding against the site of the Public Infrastructure except (i) inchoate liens for property taxes not yet due and payable, (ii) liens being contested in accordance with the terms and conditions set forth in applicable law and (iii) liens consented to by City or otherwise not prohibited by the Development Agreement;
- ix. Developer is not in default under the Development Agreement; and
- x. no governmental body has lawfully issued the equivalent of a stop order with respect to any portion of the Public Infrastructure

Submitted by:

DEVELOPER

By: _____
Its: _____

Approved:

CITY OF STATESBORO, GEORGIA

By: _____
Its: _____

SCHEDULE G

SOURCES AND USES STATEMENT

Sources are from internal/external sources, debt or equity financing.

Uses are as described in the Development Agreement.