



June 18th, 2019 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
 - A) Presentation by Davenport & Associates regarding the Old Register Tax Allocation District revenue bonds update
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 06-04-2019 Council Minutes
 - b) 06-04-2019 Executive Session Minutes
6. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.
7. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.
8. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.
9. Public Hearing and Consideration of a Motion to approve **Resolution 2019-20**: A Resolution Exempting Certain Vehicles from Marking Requirements for One Year as required by OCGA 36-80-20.
10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION CUV 19-05- 01**: Halfmoon Recovery (d/b/a ARCH) requests a conditional use variance from Article VII, Section 701 (F)(1) for 0.38 acres of property located at 207 Broad Street to utilize 100 percent of the heated floor space of the property as an addiction recovery community residence in the R-4 (High Density Residential) zoning district (Tax Parcel S29 000079 000).

11. Consideration of a Motion to direct the City Attorney to draft an ordinance to amend Article XXI of the Statesboro Zoning Ordinance: Nonconforming Uses.
12. Consideration of a Motion to approve **Resolution 2019-21**: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2018 tax year in the amount of \$23,001.25.
13. Consideration of a Motion to award the purchase of these vehicles as follows as the listed dealerships have offered the lowest responsive bids for these vehicles.
 - (1) Heavy Duty F-350 to **J.C. Lewis Ford (Statesboro)** in the amount of \$37,603.80
 - (1) Ford F-150 Pickup to **J.C. Lewis Ford (Statesboro)** in the amount of \$33,326.40
 - (1) Ford Expedition SSV to **O.C. Welch Ford** in the amount of \$37,107.40
 - (3) Unit F-150 Pickups to **Prater Ford** in the amount of \$35,021.70 each for a total of \$105,065.10
14. Consideration of a Motion to authorize the purchase of five (5) portable police radios for a total price of \$20,885.
15. Consideration of a Motion to approve **Resolution 2019-22**: A Resolution authorizing the Mayor to sign and submit Form 5 to the Georgia Department of Community Affairs for an extension of the current Bulloch County SDS through October 31, 2019 in order to facilitate further negotiations.
16. Consideration of a Motion to approve an Amendment to the Development Agreement between City and BVT Akins, LP and J Edward Akins Farms, LP (collectively “Developer”) clarifying and altering conveyance of real property containing public infrastructure to City upon City payment to Developer from the TAD Special Fund.
17. Consideration of a Motion to accept the assignment of the rights and duties of BVT Akins, LP and J Edward Akins Farms, LP (collectively “Developer”) regarding the preexisting Development Agreement between City and Developer to Hill Property Partners, LLC (“Hill”).
18. Consideration of a Motion to Approve a Memorandum of Understanding between the City of Statesboro and the Creek District Oversight Committee regarding the development of the Creek on the Blue Mile project.
19. Consideration of a Motion to Award a Contract for Commercial Real Estate Broker Services for the City of Statesboro to Manack Signature Properties for a period of one year with option to renew for one additional year and to authorize the City Manager and City Attorney to negotiate the final terms and conditions of the contract.
20. Consideration of a Motion to Authorize the City Manager to enter into negotiations with Freese & Nichols, Inc. for a contract to conduct an environmental feasibility study for the Creek on the Blue Mile project. This contract will be presented to city council for consideration of approval at a later meeting.

21. Consideration of a Motion to approve **Resolution 2019-23**: A Resolution to adopt the third amendment to the Fiscal Year 2019 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
22. Other Business from City Council
23. City Managers Comments
24. Public Comments (General)
25. 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)
26. Consideration of a Motion to Adjourn

City of Statesboro, Georgia

Old Register TAD RFP Results Presentation



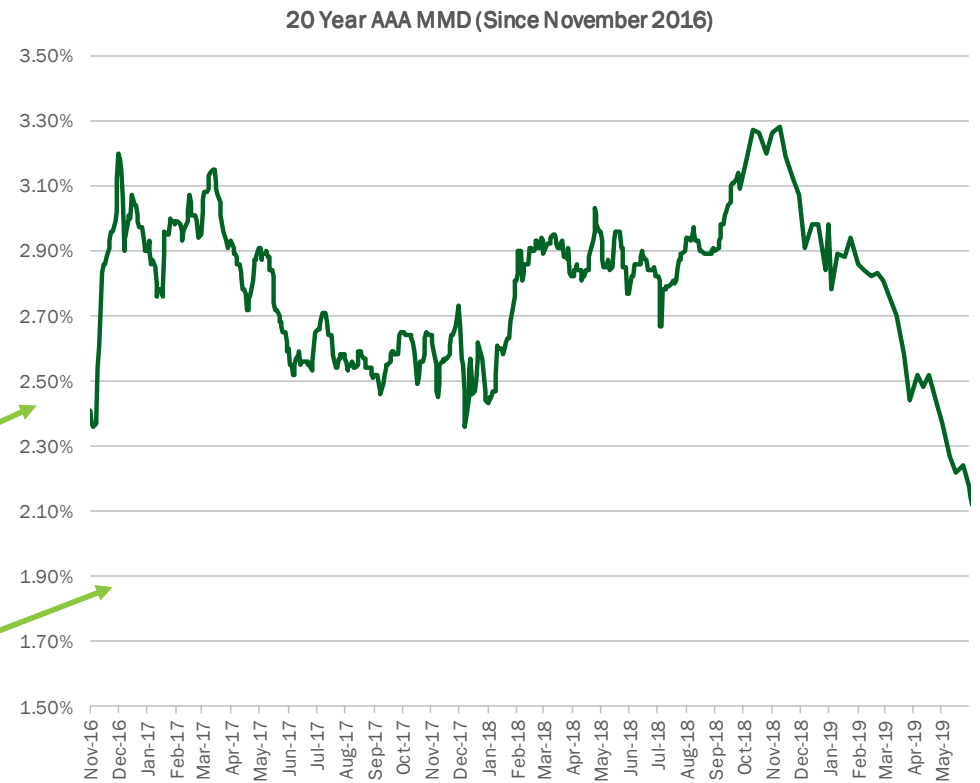
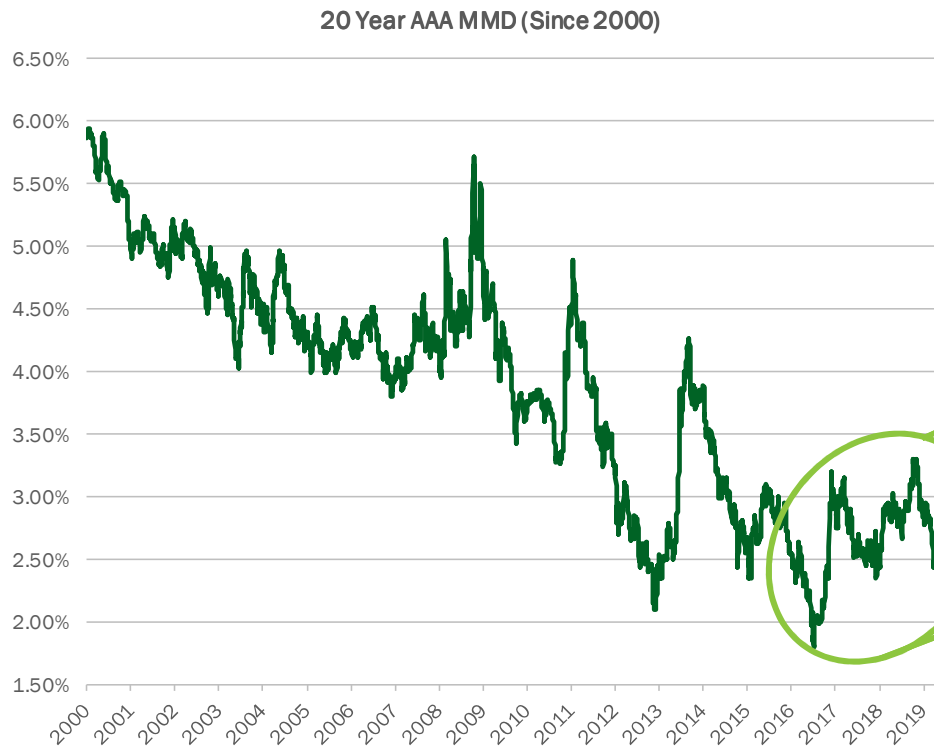
June 18, 2019

Background / Overview



- In 2018, the City of Statesboro established the Old Register Tax Allocation District.
 - In a subsequent intergovernmental agreement, the Bulloch County Board of Education and Bulloch County Board of Commissioners pledged their increments in support of the Old Register Tax Allocation District.
- As part of the Redevelopment Plan and Development Agreement, the City agreed to finance up to \$4.75 million for the Public Infrastructure Projects (mainly, the access road) associated with the development of the TAD.
- The financing was to be secured by the incremental increase in the tax base within the Tax Allocation District (which will include the City's, County's and Board of Education's increments).
 - In the event there is any potential shortfall from the incremental revenues, the City will create a Special Service District millage that will be sufficient to cover the debt service.
- Davenport & Company LLC, in our capacity as Financial Advisor, was tasked with securing financing for the aforementioned. Enclosed herein are the results of that process.

Interest Rate Trends



The 20-Year MMD increased substantially after the presidential election in 2016 but is now at or near all-time lows.

Request for Proposals Solicitation



- On Wednesday, May 15, 2019, Davenport & Company, in our capacity as financial advisor to the City of Statesboro (the “City”) distributed a Request for Proposals (“RFP”) to over 25 local, regional, and national lending institutions on behalf of the City for the purpose of obtaining financing evidenced by the City’s Tax Allocation District Revenue Bond, Series 2019 (the “2019 Financing”).
- The proceeds of the 2019 Financing will be used to finance Public Infrastructure Projects within the TAD, Capitalized Interest and the Cost of Issuance associated with the 2019 Financing (the “Project”).
- On Friday, June 7, 2018 Davenport received 4 proposals from the following lending institutions which have been summarized below. Detailed summaries of the proposals can be found in the Appendix.

City of Statesboro, GA Series 2019 TAD Revenue Bond Summary of Rates Received	
Bank	Interest Rate
BB&T	2.19%
Morris Bank	2.69%
Synovus Bank	3.31%
Signature Bank	3.85%

Summary of Top Proposal



BB&T

Series 2019 TAD Revenue Bond

Amount: \$4,750,000

Final Maturity: August 15, 2023

Rate: 2.19% Fixed Until Final Maturity

Prepayment: Anytime within 7 days notice,
subject to a break funding fee

Bank Fees: Bank Counsel Fees – Amount Not
to Exceed \$5,000

Subject to Credit Approval: Yes (Note: Should be formally
approved prior to June 18th)

Close By: July 19, 2019



Estimated Debt Service

- Based upon a borrowing amount of \$4.75 million, the City's annual fiscal year debt service payments would be equal to the amounts shown in the table below.

City of Statesboro, Georgia - TAD Financing				
Date	Principal	Interest	Capitalized Interest	Total
2/15/2020	-	\$60,103	(\$60,103)	0
8/15/2020	-	52,013	(52,013)	-
2/15/2021	-	52,013	-	\$52,013
8/15/2021	-	52,013	-	52,013
2/15/2022	-	52,013	-	52,013
8/15/2022	-	52,013	-	52,013
2/15/2023	-	52,013	-	52,013
8/15/2023	4,750,000	52,013	-	4,802,013
Total	\$4,750,000	\$424,191		\$5,062,075

Sources

Par Amount	\$4,750,000
Total	\$4,750,000

Uses

Developer Reimbursement	\$4,537,884
Estimated Cost of Issuance	100,000
Capitalized Interest	112,116
Additional Proceeds	-
Total	\$4,750,000

In order to build the tax base and revenues sufficient to cover the debt service, the first two interest payments will be made out of bond proceeds. Based upon current projections, the City will not need to rely on a special service district mill to cover debt service due to revenue shortfalls. At the maturity of this bond, the City will need to refinance the principal amount around the revenues being produced at that time.



Recommendation & Rationale

- In the event that the City wishes to move forward with financing the project through the issuance of its Series 2019 Tax Allocation District Revenue Bond, Davenport recommends that the City accept the 2.19% bid from BB&T. This recommendation is based upon the following:
 - The 2.19% Bid from BB&T was the lowest rate among all proposals received;
 - The interest rate is fixed until final maturity, eliminating any future interest rate risk;
 - The interest rate is fixed between now and closing (i.e. not indicative); and,
 - Required minimal due diligence in order to receive formal credit approval and ongoing disclosure requirements.
 - Minimal lender fees.

Next Steps



Date		Action
May 15, 2019	✓	Davenport Distributed Request for Proposals to Local, Regional and National Banking Institutions
Balance of May, 2019	✓	Davenport communicates with potential lenders
June 7, 2019	✓	Davenport Received Responses to the City's Request for Proposals
June 18, 2019		Davenport presents RFP results/recommendation.
June 19-21, 2019		File for Bond Validation
Week of June 24, 2019		Validation Advertisement Process
Week of July 8, 2019		Validation hearing
Week of July 15, 2019		Close on Series 2019 TAD Bond





Appendix

City of Statesboro, Georgia

Summary of Proposals



City of Statesboro, Georgia Tax Allocation District Revenue Bond, Series 2019				
	BB&T	Morris Bank	Synovus Bank	Signature Public Funding
	BB&T		SYNOVUS	 SIGNATURE PUBLIC FUNDING
Amount	\$4,750,000	\$4,750,000	\$4,750,000	\$4,750,000
Final Maturity	8/15/2023	8/15/2023	8/15/2023	8/15/2023
Interest Rate	2.190%	2.690%	3.310%	3.850%
Rate Fixed	Yes	Yes	Yes	Yes
Rate Lock Deadline	6/28/2019	Not specified	7/7/2019	6/28/2019
Call Date	Anytime with 7 days notice	Not specified	Anytime in whole or in part	Anytime in whole beginning 2/15/2021
Prepayment Penalty	Make Whole	Not specified	None	None
Bank / Legal Fees	Bank Council Fees - Amount TBD	Not Specified	Not Specified	Transactional and Legal Expenses - Not to Exceed \$3,000
Accept By	6/28/2019	Not specified	7/7/2019	Not specified
Close By	7/19/2019	7/15/2019	7/15/2019	7/15/2019
Subject to Final Credit Approval?	Yes	Yes	Yes	Yes
Default Rate	Not specified	Not specified	Lesser of 5% over Bank's Prime Rate of interest or maximum legal rate at the time of default.	9.00%
Other Notes	No Origination Fee. No Yield Maintenance Provisions due to changes in federal tax law.	Lender requires verification of funds available from development group for road infrastructure. Special Deposit Fund must be held at Morris Bank		Must confirm funding availability for Phase 1 & Phase 2 Improvements. No contesting of real property tax value below a level to maintain Debt Service Coverage Requirement. City required to maintain Debt Service Reserve equal to greater of \$250,000 or next 18 months debt service until AV reaches \$40 million. 1.20x additional bonds test for subordinate debt.



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Version 01/13/2014 AH/DJG/RC/CR

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilman Derek Duke gave the Invocation and Pledge of Allegiance.

ATTENDENCE

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

Other staff present was: Interim City Manager Jason Boyles, City Attorney Cain Smith and City Clerk Sue Starling.

3. Recognitions/Public Presentations**A) Presentation of a “Citizen Award” by Police Chief Mike Broadhead.**

Chief Broadhead presented a certificate to Michael Duncan and Smokey from the Canine Unit, for the search and rescue of a woman who threatened to harm herself.

B) Recognition of David Mabry in the Sanitation Division of Public Works & Engineering for placing 1st in the SWANA - Georgia Chapter Truck/Equipment/Mechanic Road-E-O Competition.

Interim City Manager Jason Boyles presented a certificate in recognition of David Mabry.

4. Public Comments (Agenda Item): None**5. Consideration of a Motion to approve the Consent Agenda****A) Approval of Minutes**

- a) 05-21-2019 Called Work Session Minutes
- b) 05-21-2019 Council Minutes
- c) 05-21-2019 Executive Session Minutes

A motion was made to approve the consent agenda

RESULT:

Unanimous

MOVER:

Councilman Jeff Yawn

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

6. Second Reading of Ordinance Amendment 2019-06 and a Motion to Approve: Article XXVI (B): STANDARDS FOR WIRELESS FACILITIES AND ANTENNAS governing the placement of small wireless facilities in the public rights of way of the City of Statesboro.

A motion was made to approve **Ordinance Amendment 2019-06**

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

7. Consideration of a Motion to approve the renaming of a portion of East Parrish Street to Highway 301 N to provide consistency with addressing for County and City properties.

Shannon Hill with 911 Addressing, explained the need for the changes. She recommended the changes of 10 addresses for only a portion of the street instead of 40 addresses for the entire section. Mike Thompson with the US Postal Service also explained the need for the changes but wanted all 40 addresses changed.

A motion was made to approve the renaming of a portion of East Parrish Street to Highway 301 North.

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

8. Consideration of a Motion to Approve Award of Contract to CDS Acquisition LLC (d.b.a. Wastebuilt) in the amount of \$83,900.00 for the retrofit of an existing knuckleboom loader truck in the Sanitation Division of Public Works & Engineering. Funding is provided by Solid Waste Collection revenue funds.

A motion was made to approve Award of Contract to CDS Acquisition LLC (d.b.a. Wastebuilt) in the amount of \$83,900.00

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

9. Consideration of a Motion to approve Resolution 2019-18: A Resolution establishing the Creek District Oversight Committee.

A motion was made to approve Resolution 2019-18

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

10. Consideration of a Motion to apply as lead agency in the Georgia Initiative for Community Housing Program.

A motion was made to apply as lead agency in the Georgia Initiative for Community Housing Program.

RESULT:	3 in favor / 2 against
MOVER:	Councilman Sam Jones
SECONDER:	Councilman Jeff Yawn
AYES:	Jones, Yawn, Riggs
NAYS:	Boyum, Duke

11. Public Utilities Director Steve Hotchkiss to update Mayor and Council regarding the emergency repairs to Well #8.

Director of Public Works Steve Hotchkiss updated Council on the emergency repairs for well #8.

12. City Attorney Cain Smith's update to Mayor and Council regarding provision of supervision and probation services to Statesboro Municipal Court

Attorney Cain Smith updated Council regarding the process of how fees are administered for ticket violations in Municipal Court. The update was in regards to a complaint from Mr. Leon at the last Council meeting regarding the fees he was charged in Municipal Court after receiving a ticket. Ms. Haley McGlamery stated all violators are given flyers with information pertaining to ways to satisfy the courts punishment.

13. Other Business from City Council

Councilman Jones discussed the hours of operation at City Hall. He suggested the hours be changed to 8:00 am – 5:00 pm. Councilman Jones made a motion seconded by Councilman Riggs to approve the motion for City Hall hours of operation. Councilman Jeff Yawn and Councilman Phil Boyum voted against the motion. After further discussion. Councilman Jones made another motion, seconded by Councilman Derek Duke to direct the Interim City Manager Jason Boyles to bring back recommendations from staff regarding the hours at City Hall. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

14. City Managers Comments

Fire Chief Tim Grams updated Mayor and Council on the ISO ratings. He stated it is now an ISO rating of 2 which is very good for most people when having to pay their home insurance.

15. Public Comments (General): None

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

A motion was made to enter into Executive Session at 10:00 am.

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

Councilman Jeff Yawn left the meeting at 11:13 am.

A motion was made to exit into Executive Session at 11:15 am.

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

Mayor McCollar called the regular meeting back to order with no action taken.

A motion was made to approve **Resolution 2019-19**: A Resolution appointing and authorizing special counsel to represent the city in service delivery strategy negotiations and litigation, if necessary; to authorize said counsel to employ experts to assist in the preparation and presentation of the city's case; to supervise and manage the litigation in such case; repeal inconsistent provisions; and for other purposes.

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

17. Consideration of a Motion to Adjourn

A motion was made to approve

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

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Interim City Manager Jason Boyles

From: Finance Director Cindy West

Date: 06-10-2019

RE: Renewal contracts for Averitt Center for the Arts, Downtown Statesboro Development Authority (DSDA) and Statesboro Convention and Visitors Bureau (SCVB).

Policy Issue: Term agreement shall be for one year to commence on first day of July of 2019 and shall end at midnight on June 30, 2020 unless terminated sooner with 30 days' notice.

Recommendation: Approval of all contracts.

Averitt Center for the Arts will receive 25.1% of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. to fund the general operating budget. The percentage remains the same as Fiscal Year 2019.

Downtown Statesboro Development Authority (DSDA) will receive 19.9 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. The percentage remains the same as Fiscal Year 2019.

Statesboro Convention and Visitors Bureau (SCVB) will receive 41.67 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. The percentage remains the same as Fiscal Year 2019.

Council Person and District: All

Attachments: Contracts

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2019, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and THE AVERITT CENTER FOR THE ARTS, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “ACA”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, THE AVERITT CENTER FOR THE ARTS, INC. is a private sector nonprofit organization which engages in the promotion of tourism to the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of THE AVERITT CENTER FOR THE ARTS INC. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to THE AVERITT CENTER FOR THE ARTS, INC., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The ACA shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the ACA TWENTY FIVE AND ONE TENTH PERCENT (25.1%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the ACA budget for the promotion of tourism to the City of Statesboro and to fund the general operating budget of the ACA. Said funds shall be paid monthly to the ACA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2019, and shall end at midnight on June 30, 2020 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The ACA Director shall furnish the City with a copy of the ACA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the ACA Board. The City Manager shall provide the ACA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The ACA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The ACA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the ACA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the ACA at any time during regular business hours. The ACA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31st, whichever is earlier. The ACA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The ACA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2020 THE AVERITT CENTER FOR THE ARTS, INC. agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the

Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the ACA shall be sent by registered or certified mail to the Executive Director of the ACA at 33 East Main Street, Statesboro, Georgia 30458 or such address as the ACA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contact constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The ACA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the ACA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the ACA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

THE AVERITT CENTER FOR THE ARTS, INC.

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2019, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a governmental authority organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “DSDA”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY is a governmental authority which engages in the development of the downtown area of Statesboro;

WHEREAS, the City desires to fund activities the of the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY to foster the development of the downtown area of Statesboro;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The DSDA shall on behalf of the City of Statesboro foster the development of the downtown area of Statesboro.

2.

As compensation for said services, the City shall pay to the DSDA NINETEEN AND NINE TENTHS PERCENT (19.9%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et.* Said funds shall be paid monthly to the DSDA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2019, and shall end at midnight on June 30, 2020 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The DSDA Director shall furnish the City with a copy of the DSDA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the DSDA Board. The City Manager shall provide the DSDA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The DSDA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The DSDA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the DSDA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the DSDA at any time during regular business hours. The DSDA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31st, whichever is earlier. The DSDA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The DSDA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2020 the DSDA agrees to work cooperatively with the Main Street Program, Statesboro Convention and Visitors Bureau and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the DSDA shall be sent by registered or certified mail to the Executive Director of the DSDA at 10 Siebald, Statesboro, Georgia 30458, or at such address as the DSDA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The DSDA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the DSDA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City

Clerk via email at the same time. Also posted on the DSDA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____, 2019, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO CONVENTION AND VISITORS BUREAU, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SCVB”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the Statesboro Convention & Visitors Bureau, Inc. is a private sector nonprofit organization which engages in the promotion of tourism, conventions, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the Statesboro Convention & Visitors Bureau, Inc. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the Statesboro Convention & Visitors Bureau, Inc., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SCVB shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SCVB FORTY ONE and SIXTY SEVEN ONE HUNDREDS PERCENT (41.67) of the amount the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2019, and shall end at midnight on June 30, 2020 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The SCVB Director shall furnish the City with a copy of the SCVB's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the SCVB Board. The City Manager shall provide the SCVB Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The SCVB shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The SCVB shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the SCVB pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the SCVB at any time during regular business hours. The SCVB shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31st, whichever is earlier. The SCVB director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The SCVB shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2020 the Statesboro Convention and Visitors Bureau agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the

limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SCVB shall be sent by registered or certified mail to the Executive Director of the SCVB at P.O. Box 1516, Statesboro, Georgia 30459, or at such address as the SCVB shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The SCVB shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the SCVB shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the SCVB website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

STATESBORO CONVENTION & VISITORS BUREAU, INC.

By: _____
President

Attest: _____
Secretary

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Interim City Manager Jason Boyles

From: Sue Starling, City Clerk

Date: 06-10-2019

RE: Resolution exempting certain vehicles from marking requirements for one year.

Policy Issue: exempt certain vehicles from markings

Recommendation: Approval

Background: 2001 Session of the General Assembly amended OCGA 36-80-20 to limit the duration of such an exemption to one year, requiring an annual exemption instead of doing it one time as under the previous statute

Budget Impact: None

Council Person and District: N/A

Attachments: Resolution 2019-20

RESOLUTION 2019-20: A RESOLUTION EXEMPTING CERTAIN
VEHICLES FROM MARKING REQUIREMENTS FOR ONE YEAR

THAT WHEREAS, OCGA 36-80-20 requires that all publicly owned vehicles except those in law enforcement or vehicles owned by individuals that are paid with City funds must have a decal on the front side panels; and

WHEREAS, OCGA 36-80-20 allows the City Council to exempt vehicles from these provisions following a public hearing; and

WHEREAS, some employees receive car allowances in lieu of a City vehicle, and desire that these vehicles continue to be exempt from the requirements to have decals; and

WHEREAS, the 2001 Session of the General Assembly amended OCGA 36-80-20 to limit the duration of such an exemption to one year, requiring an annual exemption instead of doing it one time as under the previous statute; and

WHEREAS, the required Public Hearing on this matter was held on June 18, 2019;

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

Section 1. That the following employees' vehicles paid for from car allowances provided as part of their compensation are hereby exempted for a period of one year from the requirement to have decals on the side panels, as authorized by OCGA 36-80-20:

City Manager
Deputy City Manager
Director of Public Utilities

Section 3. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this ____ day of June, 2019

CITY OF STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



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

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

To: Jason Boyles, Interim City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: June 10, 2019

RE: June 18, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Conditional Use Variance Request*

Recommendation: Staff recommends approval of the conditional use variance requested by application CUV 19-05-01 with conditions.

Background: Half Moon Recovery (d/b/a ARCH) requests a conditional use variance from Article VII, Section 701(F)(1) of the Statesboro Zoning Ordinance for 0.38 acres of property located at 207 Broad Street to utilize 100 percent of the heated floor space of the property as an addiction recovery community residence in the R-4 (High Density Residential) zoning district (Tax Parcel S29 000079 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report CUV-19-05-01



City of Statesboro-Department of Planning and Development DEVELOPMENT SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

CUV 19-05-01 CONDITIONAL USE VARIANCE REQUEST 207 Broad Street

LOCATION: 207 Broad Street

REQUEST: Request for a conditional use variance from Article VII of the *Statesboro Zoning Ordinance* for 0.38 acres of property located at 207 Broad Street to utilize the property as an addiction recovery community residence (Tax Parcel # S29 000079 000).

APPLICANT: Half Moon Recovery d/b/a ARCH

OWNER(S): Pamela P. Childs Family Trust

ACRES: 0.38 acres

PARCEL TAX MAP #: S29 000079 000

COUNCIL DISTRICT: 2 (Jones)



PROPOSAL:

The applicant is requesting a conditional use variance to utilize 207 Broad Street (Tax Parcel S29 000079 000) as an addiction recovery community residence of ten (10) adults (See **Exhibit A** – Location Map). The subject site is currently zoned R-4 (High Density Residential) and the *Statesboro Zoning Ordinance* does not address or define group homes, personal care homes or recovery residences or designate an appropriate zoning district for such uses. In addition, Article VII of the *Statesboro Zoning Ordinance* states that a home occupation carried on within the dwelling unit shall be restricted to the heated floor space of the dwelling and shall not occupy in excess of 25 percent of the heated floor space within the structure. The applicant is requesting that 100% of the structure's heated floor space be utilized for a home occupation.

BACKGROUND:

This business was previously operating at this location from 2014 – 2018. However, the business ceased operations last year and has exceeded the twelve-month grandfather clause (See Article XXI Section 2104), therefore a conditional use variance will be required to resume the operation of a recovery residence at this location.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R-4 (High Density Residential)	Single-family detached dwelling units & duplexes
SOUTH:	R-4 (High Density Residential)	Single-family detached dwelling units
EAST:	O (Office and Business District)	Single-family detached dwelling units
WEST	R-4 (High Density Residential)	Single-family detached dwelling units

Properties to the north, east, and west are single family residential land uses. Some of the surrounding properties have medium density residential uses, such as duplexes. (See **Exhibit B**—Photos of Subject Site and Surrounding Properties).

COMPREHENSIVE PLAN:

The subject site lies within the “Urban Core/Downtown” character area and lies adjacent to the “Established/Existing Traditional Neighborhood” as identified by the City of Statesboro 2014 Future Development Map (See **Exhibit C—2014 Future Development Map**) within the City of Statesboro 2014 Comprehensive Plan Update.

Vision:

“Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the **Urban Core**, traditional development patterns of buildings along the sidewalk and lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high-activity uses.”

Appropriate land uses include:

- Neighborhood-scale retail and commercial, especially niche market stores which serve as a destination.
- Arts/Entertainment venues, civic uses, office, government offices/services, and neighborhood services.
- Range of housing styles with varying price points and multifamily residential.
- Loft, mixed use, and urban residential, including small lot single-family residential along secondary streets.
- Multi-story buildings with retail on the street and office/residential above.

Suggested Development & Implementation Strategies

- New developments that contain a mix of residential, commercial and/or community facilities at small enough scale and proximity to encourage walking between destinations.
- New development should respect historic context of building mass, height, and setbacks.
- Create a downtown master plan to identify infill/development opportunities, enhance public/private partnerships, and develop a detailed strategy for a sustainable downtown.

Statesboro Updated 2014 Comprehensive Plan, Community Agenda page 16-17.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

Section 2007 of the *Statesboro Zoning Ordinance* provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment and “balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.” Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council’s consideration of the application:

- 1.) Existing uses and zoning or [of] property nearby.
- 2.) The extent to which property values are diminished by the particular zoning restrictions.
- 3.) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
 - a. The variance is needed in order to provide rehabilitative services to an adult population.
- 4.) The relative gain to the public, as compared to the hardship imposed upon the property owner.
- 5.) The suitability of the subject property for the zoned purposes.
 - a. The subject site is suitable for the proposed use and could still be used as a single-family residence should this use, if granted, cease.

- 6.) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
- 7.) The extent the proposed change would impact the following:
 - a. Population density in the area.
 - i. The request would add ten (10) additional persons to the area.
 - b. Community facilities.
 - c. Living conditions in the area.
 - d. Traffic patterns and congestion.
 - e. Environmental aspects.
 - f. Existing and future land use patterns.
 - g. Property values in adjacent areas.
- 8.) Consistency with other governmental land use, transportation and development plans for the community.

In addition to the standards for determination outlined in Section 2007, the Mayor and Council will consider the following factors established by Article XXIV Section 2406 of the *Statesboro Zoning Ordinance*:

- 1.) Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.
- 2.) Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.
- 3.) Off-street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.
- 4.) Public facilities and utilities are capable of adequately serving the proposed use.
- 5.) The proposed use will not have a significant adverse effect on the level of property values or the general character of the area.
- 6.) Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.
- 7.) Approval of a proposed use by the mayor and council does not constitute and [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the planning commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.

STAFF RECOMMENDATION:

Staff recommends approval of the use requested by application CUV 19-05-01 with conditions.

At the regularly scheduled meeting, held Tuesday June 4, 2019 at 5:00 PM, the Planning Commission voted 5-0 to approve application CUV 19-05-01 with the following staff recommendations and conditions:

- (a) The applicant must not exceed reasonable standards for parking and avoid excessive parking at the location.
- (b) The applicant may not install signage at the location.
- (c) Applicant will be required to coordinate with the City of Statesboro Fire Department to ensure life safety standards meet current code requirements.

EXHIBIT A: LOCATION MAP



EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES

Picture 1: Picture of the subject property, 207 Broad Street, currently a single family residence proposed to be operated as a long term residential addiction recovery community residence.



Picture 2: View of an adjacent property, currently a single family residence located to the east of the subject site.



EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES (CONTINUED)

Picture 3: View of the adjacent property to the north of the subject site, currently a single family residence.



Picture 4: View of the surrounding property to the southwest of the subject site, currently a single family residence.

EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES (CONTINUED)

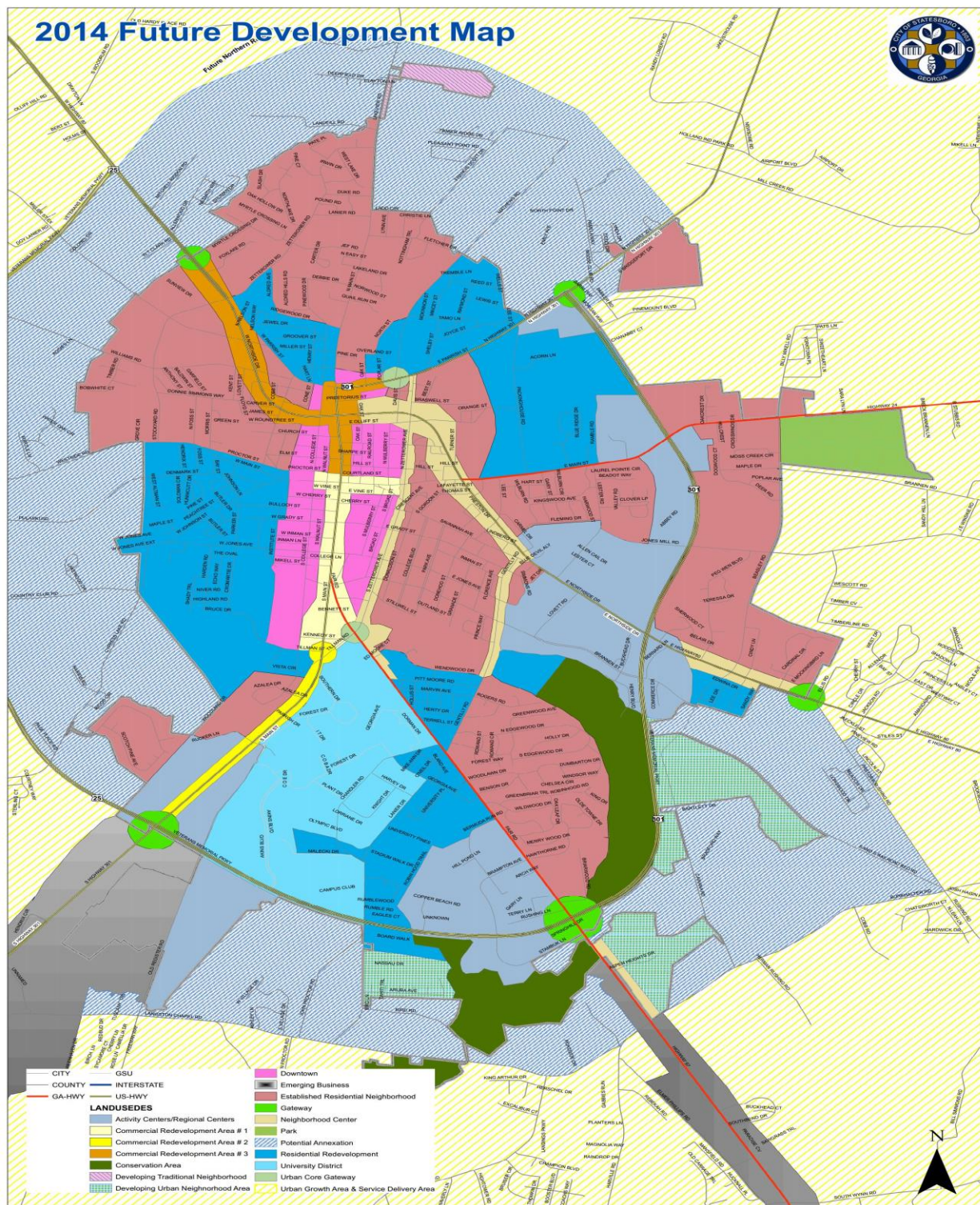
Picture 5: View of the adjacent property to the south of the subject site, currently a single family residence.



Picture 6: View of surrounding properties located along the rear property line of the subject property, currently a mixture of single family residences and medium density residential properties.



EXHIBIT C: 2014 FUTURE DEVELOPMENT MAP



CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Interim City Manager, Jason Boyles

From: Sue Starling, City Clerk

Date: 06-10- 2019

RE: June 18, 2019 City Council Agenda Item

Policy Issue: N/A

Recommendation: N/A

Background: This is a reoccurring event and has been waived for years by Mayor and Council

Budget Impact: taxes would be waived in the amount of \$23,001.25 for 2018 on Butler Homes, Groover Homes, Cone Homes and Braswell Homes. These low income housing projects are managed by the Statesboro Housing Authority.

Council Person and District: Butler Homes- Councilman Sam Lee Jones, District 2
Groover Homes, Cone Homes and Braswell Homes-Councilman Phil Boyum- District 1

Attachments: Resolution 2019-21 attached

RESOLUTION 2019-21: A RESOLUTION AUTHORIZING THE WAIVER OF ANY PAYMENT IN LIEU OF TAXES (PILOT) BY THE STATESBORO HOUSING AUTHORITY TO THE CITY OF STATESBORO FOR THE 2018 TAX YEAR

THAT WHEREAS, the City of Statesboro has previously established the Statesboro Housing Authority to provide subsidized rental housing to low- and moderate-income citizens; and

WHEREAS, the Statesboro Housing Authority is exempt from property taxes but is required to make a payment in lieu of taxes (PILOT) based upon the amount of rental income during the fiscal year; and

WHEREAS, in previous years the Mayor and City Council have annually waived the requirement to make this payment in lieu of taxes in order for the Housing Authority to utilize that money on capital improvements and/or maintenance on its facilities; and

WHEREAS, the Statesboro Housing Authority has asked that the payment in lieu of taxes be waived again for the 2018 tax year, with the \$23,001.25 to be used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority has provided evidence that prior PILOT funds that were waived have been used for maintenance on the facilities; and

WHEREAS, the Statesboro Housing Authority and the City of Statesboro enjoy an excellent working relationship, and the Mayor and City Council wish to assist the Authority in its maintenance efforts;

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

Section 1. That the "Payment in Lieu of Taxes" in the amount of \$23,001.25 due to the City for the 2018 Tax Year from the Statesboro Housing Authority is hereby waived so that the funds can be used for additional maintenance on the Authority's facilities.

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

Passed and adopted this ____ day of June, 2019.

CITY OF STATESBORO, GEORGIA

BY: _____
Jonathan McCollar, Mayor

ATTEST: _____
Sue Starling, City Clerk

The Housing Authority of the
City of Statesboro, Georgia

Thomas L. Armstrong
Albert M. Braswell III
W. R. Smith

Chairman
Commissioner
Commissioner

P.O. Box 552
Statesboro, Ga 30459
Phone: (912) 764-3512
Fax: (912) 489-5106

Clark Deloach
George Sabb Jr.

Commissioner
Commissioner

Robert J. Cason
Executive Director

June 5, 2019

Honorable Jonathan McCollar
City Councilmen
City of Statesboro
P.O. Box 348
Statesboro, GA 30458

Dear Honorable McCollar and City Councilmen:

Subject: Pilot (Payment in Lieu of Taxes)

The City of Statesboro Housing Authority would like to ask the City of Statesboro to waiver the Pilot tax for the Fiscal Year of 2018.

This has occurred due to the amount of repairs, improvement to the apartments, grounds and a cut in our subsidy money from HUD each year. Some cities waiver this tax each year. Thank you for considering this matter.

Thank you,



Robert J. Cason
Executive Director
Statesboro Housing Authority

**Computation of Payments
in Lieu of Taxes**

**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

3/31/2019

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .4 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete form unless it displays a currently valid OMB control number.

Name of Local Agency: HOUSING AUTHORITY OF STATESBORO	Location: STATESBORO, GA	Contract Number: A-2832	Project Number: GA132
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Part I - Computation of Shelter Rent Charged.

1. Tenant Rental Revenue (FDS Line 703)	\$	240,924.73	
2. Tenant Revenue Other (FDS Line 704)		11,365.96	
3. Total Rental Charged (Lines 1 & 2)			
4. Utilities Expense (FDS Line 931 - 939)	\$		252,290.69
5. Shelter Rent Charged (Line 3 minus Line 4)	\$		22,180.34
			230,110.35

Part II - Computation of Shelter Rent Collected.
To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.

1. Shelter Rent Charged (Line 5 of Part I, above)	\$		230,110.35
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year	\$		32,528.65
3. Less: Tenant Bad Debt Expense (FDS Line 964)	\$		7,915.47
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year	\$		24,711.02
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)	\$		230,012.51

Part III - Computation of Approximate Full Real Property Taxes.

(1) Taxing Districts	(2) Assessable Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
			\$ -
Total			\$ -

Part IV - Limitation Based on Annual Contribution.
(To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)

1. Approximate full real property taxes	\$		-
2. Accruing annual contribution for all projects under the contract			
3. Prorata share of accruing annual contribution*			
4. 20% of accruing annual contribution (20% of Line 3)			
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)			

Part V - Payments in Lieu of Taxes.

1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**	\$		23,001.25
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)	\$		-

* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorata share based upon the development cost of each project.
 ** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012* 31 U.S.C. 3729, 3802).

Prepared By: Phillip C. Jarrell, LLC	Approved By:
PHILLIP JARRELL	Name:
Title: Fee Accountant	Title:
Date:	Date:

Previous Editions are Obsolete

CITY OF STATESBORO



COUNCIL

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

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

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

To: Jason Boyles, Interim City Manager
From: Darren Prather, Central Services Director
Date: June 12th, 2019
RE: Recommendation: Bid Award/Rejection-Fire Dept. Pickups and SUV

Recommendations:

We recommend the City award the purchase of these vehicles as follows as the listed dealerships have offered the lowest responsive bids for these vehicles.

- (1) Heavy Duty F-350 to **J.C. Lewis Ford(Statesboro)** in the amount of \$37,603.80
- (1) Ford Expedition SSV to **O.C. Welch Ford** in the amount of \$37,107.40
- (1) Ford F-150 Pickup to **J.C. Lewis Ford (Statesboro)** in the amount of \$33,326.40
- (3) Unit F-150 Pickups to **Prater Ford** in the amount of \$35,021.70 each for a total of \$105,065.10

Background:

The City of Statesboro solicited sealed bids for five (5) pickups and one (1) SUV for the Fire Department. These vehicles include: (1) Battalion Pickup, (1) SUV, (1) HD Pickup and (3) Unit Pickups. Due to the technical aspects of these vehicles, dealers were given three weeks to submit sealed bids due to any potential questions as to the specifications. Sealed bids were received from six (6) Dealerships. This vehicle purchase is budgeted in the total amount of \$300,000.00 under CIP#s FD-32 and FD-50. The remainder of the budgeted amount will be utilized for the upfitting of each of these vehicles (safety and communication equipment).

Soon after receiving and opening the sealed bids for these vehicles, numerous dealerships notified us of the fact that Ford had limited the production of the V-8 engine specified in the F-150 trucks included in this bid. According to Ford, the delivery time for these F-150 trucks with a V-8 engine was thirty (30) weeks. In an effort to locate inventory, we contacted dealerships to determine if they had any of these units on the lot at the listed bid price and none were located. In order to obtain these vehicles in a timely manner and meet the July deadline from Ford to order these 2019 models, we asked the lowest responsive bidder for each F-150 truck to supply us with a print out from Ford noting the dealer cost to upgrade to a 3.5 Liter V6 Eco-boost engine that is readily available. This upgrade added a cost of \$546.00 per vehicle. This prices listed for approval reflect this additional cost. This is a standard cost that is issued to all Ford dealerships.

Council Person and District: All

Attachments: None

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



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Jason Boyles, Interim City Manager

FROM: Mike Broadhead, Chief of Police

DATE: June 7, 2019

RE: Consideration to purchase 5 portable radios

POLICY ISSUE: Council to Authorize purchase

RECOMMENDATION: That Council authorize the purchase of five (5) portable police radios for a total price of \$20,885.

BACKGROUND: As part of the county-wide radio system upgrade, the Police Department needs to update a few radios to ensure they are compatible with the new 700mghz system. The county-wide agreement with Motorola includes reduced pricing for the purchase of portable radios. The police department requests to purchase five (5) portable radios to meet current and future needs. The radios are regularly priced at \$6,742 each (or \$34,460 for five), but under the Agreement, the purchase price is \$4,177 each (or \$20,885 for five).

BUDGET IMPACT: \$20,885 will be taken from Forfeited Funds.

COUNCIL DISTRIBUTION: All

ATTACHMENTS: Pricing Spreadsheet

Proposal
MOTOROLA SOLUTIONS, Inc.

TO: Statesboro Police
 Date 6/6/2019

ATTN: Rob Bryan
 Statesboro Police geoff.thames@motorolasolutions.com
 RE: APX6000

Geoff Thames
 1700 Belle Meade Court
 Lawrenceville, Ga 30042
 478.361.2323 **voice**

Quantity	Model Number	Description or Specification	Unit Price	Ext. Price
5	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	3,026.00	15,130.00
5	Q806	ADD: ASTRO DIGITAL CAI OPERATION	515.00	2,575.00
5	H38	ADD: SMARTZONE OPERATION	1,200.00	6,000.00
5	Q361	ADD:P25 9600 BAUD TRUNKING	300.00	1,500.00
5	QA01833	EXTREME ONE SIDED NOISE REDUCTION	25.00	125.00
5	Q629	ENH: AES ENCRYPTION	475.00	2,375.00
5	QA00580	ADD: TDMA OPERATION	450.00	2,250.00
5	NNTN8092	ALT: BATT IMP FM R LI ION 2300M 2350T BLK	145.00	725.00
5	NNTN8092	ADD: BATT IMP FM R LI ION 2300M 2350T BLK	145.00	725.00
5	PMMN4062A	IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	129.00	645.00
5	QA01749	ASS: ADVANCED SYSTEM KEY-SOFTWARE KEY	5.00	25.00
5	QA01222	ADD: BELT CLIP 3.0" (HLN6875)	12.00	60.00
5	NNTN8863A	IMPRES 2 SINGLE UNIT CHARGER	150.00	750.00
5	H885BK	ADD: 3 YEAR SERVICE FROM THE START LITE	90.00	450.00
5	SVC SHOP	ADD: INSTALL AND PROGRAMMING	75.00	1,125.00
TOTAL			6,742.00	34,460.00
LESS GA STATE CONTRACT & SEGARRN DISCOUNT			(2,565.00)	
SUB TOTAL			4,177.00	20,885.00

Optional Features

5	Q498	ENH: MDC & ASTRO P25 OTAR W/MULTIKEY	740.00	3,700.00
5	QA03399	ADD: ENHANCED DATA APX	150.72	753.60
5	G996	ADD: PROGRAMMING OVER P25 (OTAP)	100.00	500.00
5	H43	ENH: ENABLE RADIO TRACE/REMOTE MONITOR	75.01	375.05

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Jason Boyles, Interim City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: June 12, 2019

RE: June 18, 2019 City Council Agenda Items

Policy Issue: Approval of **Resolution 2019-22** authorizing the Mayor to sign and submit Form 5 to the Georgia Department of Community Affairs for an extension of the current Bulloch County SDS through October 31, 2019 in order to facilitate further negotiations.

Recommendation: Consideration for approval by Mayor and Council

Background: Current SDS is scheduled to expire on June 30, 2019. Execution of Form 5 by the necessary parties would allow for the herein referenced extension.

Budget Impact: TBD.

Council Person and District: All

Attachments: DCA Form 5 for Bulloch County SDS



SERVICE DELIVERY STRATEGY

FORM 5: Certifications for Extension of Existing SDS

Instructions: This two page form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

If the strategy for providing **ANY** local service is being revised, FORM 5 CANNOT be used. When revisions are necessary, a submittal MUST include updates to FORM 1, FORM 2, and FORM 4 that cover ALL local services.

COUNTY: BULLOCH COUNTY

We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have reviewed our existing Service Delivery Strategy (SDS) and have determined that it continues to accurately reflect our preferred arrangements for providing **ALL** local services throughout our county and no changes in our Strategy are needed at this time. We authorize its extension until:

Select <u>1</u> box, below	Type End-Year Below
<input type="checkbox"/> February 28,	2019
<input type="checkbox"/> June 30,	
<input checked="" type="checkbox"/> October 31,	

2. Each of our governing bodies (County Commission and City Councils) that are a party to this strategy have adopted resolutions agreeing to the Service Delivery arrangements identified in our strategy and have executed agreements for implementation of our service delivery strategy (O.C.G.A. 36-70-21);
3. Our service delivery strategy continues to promote the delivery of local government services in the most efficient, effective, and responsive manner for all residents, individuals and property owners throughout the county (O.C.G.A. 36-70-24(1));
4. Our service delivery strategy continues to provide that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (2));
5. Our service delivery strategy continues to ensure that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3));
6. Our Service Delivery Strategy continues to ensure that the officially adopted County and City land use plans of all local governments located in the County are compatible and nonconflicting (O.C.G.A. 36-70-24 (4)(A));
7. Our Service Delivery Strategy continues to ensure that the provision of extraterritorial water and sewer services by any jurisdiction is consistent with all County and City land use plans and ordinances (O.C.G.A. 36-70-24 (4)(B)); and
8. DCA has been provided a copy of this certification and copies of all forms, maps and supporting agreements needed to accurately depict our agreed upon strategy (O.C.G.A. 36-70-27).

SDS FORM 5, continued

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>BULLOCH COUNTY</u>	Chairman	Roy Thompson		
<u>BROOKLET</u>	Mayor	William Hendrix		
<u>PORTAL</u>	Mayor	Billy Boggs		
<u>REGISTER</u>	Mayor	Barbara Rushing		
<u>STATESBORO</u>	Mayor	Jonathan M. McCollar		

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Jason Boyles, Interim City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: June 12, 2019

RE: June 18, 2019 City Council Agenda Items

Policy Issue: Amendment to Development Agreement between City and BVT Akins, LP and J Edward Akins Farms, LP (collectively "Developer") clarifying and altering conveyance of real property containing public infrastructure to City upon City payment to Developer from the TAD Special Fund.

Recommendation: Consideration for approval by Mayor and Council

Background: Current Development Agreement between Developer and City was entered on April 16, 2019 and authorizes all rights of way be conveyed upon Developer's receipt of initial \$2,375,000 disbursement from TAD Special Fund. Developer's presumptive lender Hill Property Partners, LLC requests this amendment.

Budget Impact: None

Council Person and District: District 3, Jeff Yawn

Attachments: Proposed Amendment to Development Agreement and Executed Development Agreement

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (this "**Amendment**") is entered into this ____ day of June, 2019, by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the "**City**") and BVT AKINS LP, a Georgia limited partnership ("**BVT**"), and J EDWARD AKINS FARM, LP, a Georgia limited partnership ("**Farm**"; and together with BVT, hereinafter collectively referred to as "**Developer**").

Background Statements:

A. City and Developer entered into that certain Development Agreement (as amended, restated, modified, extended or supplemented from time to time, the "**Development Agreement**"), dated as of April 16, 2019.

B. City and Developer now desire to amend the certain terms of the Development Agreement as more specifically set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer agree as follows:

1. **Defined Terms.** Capitalized terms that are undefined in this Amendment will have the meanings ascribed to such terms in the Development Agreement.
2. **Section 6.2(a).** Section 6.2(a) of the Development Agreement is deleted in its entirety and replacement with the following:
 - (a) Developer may submit a Requisition to City upon paid Advances totaling \$2,375,000 (two million three hundred seventy-five thousand dollars) toward construction and installation of the Public Infrastructure.
3. **Right of Way Dedications.** The following are added as Sections 6.2(i) and 6.2(j) of the Development Agreement:
 - (i) As a condition to the first Disbursement, fee simple title to the Tormenta Way Right of Way described on **Exhibit A** must be dedicated to the City. To the extent that all Public Infrastructure intended to be installed within such Tormenta Way Right of Way has not been completed as of such dedication, upon acceptance of such dedication, the City will be deemed to have granted Developer a right and license to enter upon the Tormenta Way Right of Way to complete the Public Infrastructure intended to be installed within the Tormenta Way Right of Way. Such right and license will terminate upon, and may not be revoked unless and until, the earlier of (A) the Public Infrastructure intended to be installed within the Tormenta Way Right of Way has been completed, or (B) this Agreement is terminated in accordance with its terms.
 - (j) As a condition to the second Disbursement, fee simple title to the Old Register Road

Expansion Right of Way described on Exhibit B must be dedicated to the City in fee simple.

4. Miscellaneous. To the extent of any conflict between the Development Agreement and this Amendment, this Amendment shall control. Unless specifically modified hereby, all terms of the Development Agreement shall remain in full force and effect. This Amendment (a) shall bind and benefit the parties hereto and their respective heirs, administrators, executors, successors and assigns; (b) shall be governed by the laws of the State of Georgia and United States federal law, as applicable, and (c) may be executed in several counterparts, and by the parties hereto on separate counterparts, and each counterpart, when executed and delivered, shall constitute an original agreement enforceable against all who signed it without production of or accounting for any other counterpart, and all separate counterparts shall constitute the same agreement. A document signed and transmitted by facsimile machine, PDF or other electronic means shall be treated as an original document and any such signature shall be treated as an original signature.

[Signatures begin on following page]

IN WITNESS WHEREOF, City and Developer has executed this Assignment under seal as of the date and year first written above.

CITY:

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Sue Starling, City Clerk

[Signatures continue on following page]

DEVELOPER:

BVT-Akins, L.P.,
a Georgia limited partnership

By: BVT Enterprises, Inc., General Partner,

By: _____
Name: Darin H. Van Tassell
Title: President

[CORPORATE SEAL]

J EDWARD AKINS FARM, LP,
a Georgia limited partnership

By: _____(SEAL)
Philip Michel, General Partner

Exhibit A

Tormenta Way Right of Way

Exhibit B

Old Register Road Expansion Right of Way

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

Developer

For Old Register Tax Allocation District

Public Infrastructure

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DEVELOPMENT AGREEMENT

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

ARTICLE 1 RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE 2 GENERAL TERMS

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

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

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

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

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

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

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

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

“Development Team” means Developer and its development partners.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Georgia.

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

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

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

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

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

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

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

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

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

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

Section 6.3 Limited Liability.

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

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

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

ARTICLE 7 INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

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

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

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

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

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

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

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

ARTICLE 9 MISCELLANEOUS

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

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

If to Developer:

Darin Van Tassell

2704 Old Register Rd

Statesboro, Ga 30458

If to City:

Statesboro City Manager

50 E Main St

Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

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

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

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

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

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

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

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

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

(Signatures on following pages)

CITY OF STATESBORO, GEORGIA



Mayor Jonathan McCollar



Attested by Sue Starling, City Clerk



J Edward Akins Farm, LP

Philip Michel, General Partner

BVT Akins, LP

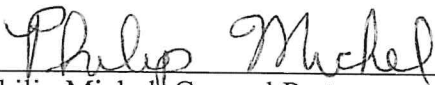
Darin Van Tassell, General Partner

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

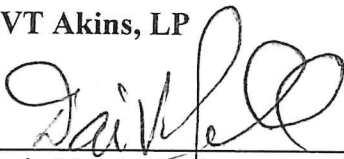
Attested by Sue Starling, City Clerk

J Edward Akins Farm, LP



Philip Michel, General Partner

BVT Akins, LP



Darin Van Tassell, General Partner

ALL Expenses for Infrastructure Improvements in TAD to date		Invoice/Contract	Invoices in hand:
Maxwell-Reddick	Engineering - Topo and Wetlands	\$ 8,000.00	x
	Engineering - Land Survey	\$ 2,117.50	x
	Engineering - Land Survey	\$ 660.00	x
	Engineering - Project Management and Bidding	\$ 149,000.00	x
	Engineering - Traffic Study by Wilburn Engineering	\$ 3,900.00	x
	Engineering - Road Construction Oversight and Admin	\$ 94,800.00	x
Terracon	Phase I Environmental Site Assessment	\$ 2,500.00	x
	Preliminary Soil Investigation/Geotech Report	\$ 9,147.50	x
	Level III Soil Investigation and Geotech	\$ 24,000.00	x
Resource & Land Consultants	Wetlands Delineation	\$ 1,200.00	x
Soil and Water Conservation - USG	Wetlands Credits and Offsets for permitting	\$ 44,000.00	
CBRE	Appraisal	\$ 8,500.00	x
Yuro and Associates	Civil Engineering (Roads, Drainage, Retention)	\$ 98,500.00	x
Then Design Architecture	Master Planning	\$ 28,213.29	x
KRA Architecture + Design	Land Planning and Infrastructure Design	\$ 750,000.00	x
Maldimo-Wilburn	Traffic Signal Engineering and Design	\$ 29,000.00	x
Local Utility Companies	Utilities Relocate Estimate	\$ 145,000.00	
Mill Creek Construction	Road Construction	\$ 3,334,505.62	x
Bond Closing/Issuance for City	Estimate of costs to City of Statesboro	\$ 110,000.00	x
	TOTALS:	\$ 4,843,043.91	

Amount Allocated for TAD: \$ 4,750,000.00
Amount Already Paid by Developer: \$ 93,043.91



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

BVT Infrastructure Cost Estimate

COMPONENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
301 BYPASS - LEFT TURN LANE				
Misc Demolition	1	LS	\$7,500.00	\$7,500.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Temporary Grassing with Mulch	2	AC	\$1,600.00	
Mulch	115	TN	\$215.48	
Construct & Remove Rip Rap Check Dams	35	EA	\$300.00	
Construct & Remove Stone Filter Ring	9	EA	\$382.67	
Inlet Sediment Trap	45	EA	\$260.00	
Maintenance of Temporary Silt Fence, TP A	1,000	LF	\$1.55	
Maintenance Temporary Silt Fence, TP C	400	LF	\$1.55	
Maintenance of Check Dams - All Types	35	EA	\$72.00	
Maintenance Inlet Sediment Trap	49	EA	\$60.38	
Temporary Silt Fence, Type A	1,000	LF	\$3.00	
Temporary Silt Fence, Type C	400	LF	\$4.00	
Clearing & Grubbing	1.0	AC	\$10,000.00	
Grading Complete	1	LS	\$300,000.00	
Gr Aggr Base Crs. 6 inch, Incl Matl	21,735	SY	\$18.00	
Gr Aggr Base Crs. 12 inch, Incl Matl	21,735	SY	\$20.21	
Recycled Asph Conc 9.5 mm Superpave, Type I, GP 1 - 1.5"	90	TN	\$85.00	
Recycled Asph Conc 12.5 mm Superpave, GP 1 or 2, Incl Bitum - 2"	110	TN	\$85.00	\$9,350.00
Recycled Asph Conc 25 mm Superpave, GP 1 or 2, Incl Bitum	3,600	TN	\$78.91	
Recycled Asph Conc 19 mm Superpave, GP 1 or 2, Incl Bitum	160	TN	\$85.11	
Bitum Tack Coat	60	GL	\$3.00	\$180.00
Mill Asph Conc Pymt, 2 In Depth	1,000	SY	\$17.25	\$17,250.00
Conc. Sidewalk, 4 Inch	2,565	SY	\$40.00	
Conc. Median, 8 inch	3,500	SY	\$66.00	
Conc. Curb & Gutter, 6 in x 24 in, TP 2	5,000	LF	\$22.00	
Conc. Curb & Gutter, 6 in x 30 in, TP 2	8,500	LF	\$19.39	
Pymt Reinf Fabric Strips, Pt 2, 18 inch Width	7,200	LF	\$4.66	
Saw Cut Asphalt Pavement	1,000	LF	\$1.50	\$1,500.00
Class A Concrete, Incl Reinf Steel	155	CY	\$985.57	
Storm Inlets	45	EA	\$3,600.00	
Storm Drain Pipe, 18 In, H 1-10	1,250	LF	\$60.00	
Storm Drain Pipe, 24 In, H 1-10	620	LF	\$70.00	
Storm Drain Pipe, 36 In, H 1-10	1,450	LF	\$100.00	
Storm Drain Pipe, 48 In, H 1-10	1,010	LF	\$140.00	
Safety End Section 24 In, Storm Drain, 4:1 Slope	8	EA	\$1,045.19	
Safety End Section 36 In, Storm Drain, 4:1 Slope	6	EA	\$2,359.15	
36" Headwall	1	EA	\$3,500.00	
48" Headwall	1	EA	\$4,000.00	
Flowable Fill	900	CY	\$197.67	
Stn Dumped Rip Rap, TP 1, 18 In	200	SY	\$72.00	
Reconstruct Drop Inlet	3	EA	\$1,562.72	
Highway Signs, TP 1 Matl, Refl Sheeting, TP 9	1	LS	\$15,000.00	
Galv Steel Posts, TP 9	1,750	LF	\$7.95	
Thermoplastic Traffic Striping	1	LS	\$7,500.00	\$7,500.00
Thermoplastic Solid Traf Stripe, 5 In, White	14,500	LF	\$1.13	
Thermoplastic Solid Traf Stripe, 5 In, Yellow	13,600	LF	\$0.56	
Thermoplastic Solid Traf Stripe, 12 In, White	160	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 24 In, White	2,200	LF	\$6.25	
Thermoplastic Solid Traf Stripe, 24 In, Yellow	900	LF	\$3.15	
Thermoplastic Solid Traf Stripe, 8 In, White	3,160	LF	\$2.13	
Thermoplastic Solid Traf Stripe, 10 In, White	2,150	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 10 In, Yellow	600	LF	\$3.15	



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

Thermoplastic Skip Traf Stripe, 5 In, White	11,100	GLF	\$0.30	
Raised Pvmr Markers TP 1	2,000	EA	\$4.20	
Raised Pvmr Markers TP 3	2,500	EA	\$3.44	
Catch Basin, GP 1	39	EA	\$2,100.77	
Drop Inlet, GP 2	7	EA	\$2,620.00	
Storm Sewer Manhole, TP 2	6	EA	\$2,737.13	
Permanent Grassing	2.0	AC	\$2,000.00	
Permanent Soil Reinforcing Mat	15,000	SY	\$3.98	
Lighting Allowance	1	LS	\$150,000.00	
Landscaping Allowance	1	LS	\$100,000.00	
Traffic Signal Allowance (2 new signals)	1	LS	\$400,000.00	
Relocate Fiber Optic Allowance	1	LS	\$220,000.00	
Total Estimated Preliminary Cost for 301 Bypass				\$73,280.00



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

BVT Infrastructure Cost Estimate

COMPONENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
TORMENTA WAY				
Misc Demolition	1	LS	\$5,000.00	\$5,000.00
Traffic Control	1	LS	\$5,000.00	\$5,000.00
Temporary Grassing with Mulch	2.5	AC	\$1,600.00	\$4,000.00
Mulch	115	TN	\$215.48	
Construct & Remove Rip Rap Check Dams	10	EA	\$300.00	\$3,000.00
Construct & Remove Stone Filter Ring	9	EA	\$382.67	
Inlet Sediment Trap	20	EA	\$260.00	\$5,200.00
Maintenance of Temporary Silt Fence, TP A	600	LF	\$1.55	\$930.00
Maintenance Temporary Silt Fence, TP C	3,000	LF	\$1.55	\$4,650.00
Maintenance of Check Dams - All Types	10	EA	\$72.00	\$720.00
Maintenance Inlet Sediment Trap	20	EA	\$100.00	\$2,000.00
Temporary Silt Fence, Type A	1,000	LF	\$3.00	\$3,000.00
Temporary Silt Fence, Type C	400	LF	\$4.00	\$1,600.00
Clearing & Grubbing	1.0	AC	\$10,000.00	\$10,000.00
Grading Complete	1	LS	\$350,000.00	\$350,000.00
Gr Aggr Base Crs, 6 inch, Incl Matl	12,000	SY	\$18.00	\$216,000.00
Gr Aggr Base Crs, 12 inch, Incl Matl	21,735	SY	\$20.21	
Recycled Asph Conc 9.5 mm Superpave, Type I, GP 1 - 1.5"	1,000	TN	\$85.00	\$85,000.00
Recycled Asph Conc 12.5 mm Superpave, GP 1 or 2, Incl Bitum - 2"	1,320	TN	\$85.00	\$112,200.00
Recycled Asph Conc 25 mm Superpave, GP 1 or 2, Incl Bitum	3,600	TN	\$78.91	
Recylced Asph Conc 19 mm Superpave, GP 1 or 2, Incl Bitum	3,430	TN	\$85.11	
Bitum Tack Coat	2,400	GL	\$3.00	\$7,200.00
Mill Asph Conc Pvmnt, 2 In Depth	1,000	SY	\$17.25	
Conc. Sidewalk, 4 Inch	2,500	SY	\$40.00	\$100,000.00
Conc. Median, 8 inch	3,500	SY	\$66.00	
Conc. Curb & Gutter, 6 in x 24 in, TP 2	2,500	LF	\$22.00	\$55,000.00
Conc. Curb & Gutter, 6 in x 30 in, TP 2	8,500	LF	\$19.39	
Pvmt Reinf Fabric Strips, Pt 2, 18 inch Width	7,200	LF	\$4.66	
Saw Cut Asphalt Pavement	5,000	LF	\$1.50	
Class A Concrete, Incl Reinf Steel	155	CY	\$985.57	
Storm Inlets	20	EA	\$3,600.00	\$72,000.00
Storm Drain Pipe, 18 In, H 1-10	300	LF	\$60.00	\$18,000.00
Storm Drain Pipe, 24 In, H 1-10	700	LF	\$70.00	\$49,000.00
Storm Drain Pipe, 36 In, H 1-10	885	LF	\$100.00	\$88,500.00
Storm Drain Pipe, 48 In, H 1-10	1,010	LF	\$140.00	
Safety End Section 24 In, Storm Drain, 4:1 Slope	8	EA	\$1,045.19	
Safety End Section 36 In, Storm Drain, 4:1 Slope	6	EA	\$2,359.15	
36" Headwall	4	EA	\$3,500.00	\$14,000.00
48" Headwall	1	EA	\$4,000.00	
Flowable Fill	900	CY	\$197.67	
Stn Dumped Rip Rap, TP 1, 18 In	200	SY	\$72.00	\$14,400.00
Reconstruct Drop Inlet	3	EA	\$1,562.72	
Highway Signs, TP 1 Matl, Refl Sheeting, TP 9	1	LS	\$15,000.00	\$15,000.00
Galv Steel Posts, TP 9	1,750	LF	\$7.95	
Thermoplastic Traffic Striping	1	LS	\$30,000.00	\$30,000.00
Thermoplastic Solid Traf Stripe, 5 In, White	14,500	LF	\$1.13	
Thermoplastic Solid Traf Stripe, 5 In, Yellow	13,600	LF	\$0.56	
Thermoplastic Solid Traf Stripe, 12 In, White	160	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 24 In, White	2,200	LF	\$6.25	
Thermoplastic Solid Traf Stripe, 24 In, Yellow	900	LF	\$3.15	
Thermoplastic Solid Traf Stripe, 8 In, White	3,160	LF	\$2.13	
Thermoplastic Solid Traf Stripe, 10 In, White	2,150	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 10 In, Yellow	600	LF	\$3.15	



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

Thermoplastic Skip Traf Stripe, 5 In. White	11,100	GLF	\$0.30	
Raised Pvmr Markers TP 1	2,000	EA	\$4.20	
Raised Pvmr Markers TP 3	2,500	EA	\$3.44	
Catch Basin, GP 1	39	EA	\$2,100.77	
Drop Inlet, GP 2	7	EA	\$2,620.00	
Storm Sewer Manhole, TP 2	6	EA	\$2,737.13	
Permanent Grassing	2.5	AC	\$2,000.00	\$5,000.00
Permanent Soil Reinforcing Mat	15,000	SY	\$3.98	
Lighting Allowance	1	LS	\$100,000.00	\$100,000.00
Landscaping Allowance	1	LS	\$50,000.00	\$50,000.00
Water Main along Tormenta Way	2,200	LF	\$80.00	\$176,000.00
Sewer Main - Option A	3,350	LF	\$100.00	\$335,000.00
Traffic Signal Allowance (2 new signals)	1	LS	\$400,000.00	
Relocate Fiber Optic Allowance	1	LS	\$220,000.00	
Total Estimated Preliminary Cost for Tormenta Way				\$1,937,400.00



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

BVT Infrastructure Cost Estimate

COMPONENT DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
OLD REGISTER ROAD				
Misc Demolition	1	LS	\$50,000.00	\$50,000.00
Traffic Control	1	LS	\$60,000.00	\$60,000.00
Temporary Grassing with Mulch	2	AC	\$1,600.00	\$3,200.00
Mulch	115	TN	\$215.48	
Construct & Remove Rip Rap Check Dams	35	EA	\$300.00	\$10,500.00
Construct & Remove Stone Filter Ring	9	EA	\$382.67	
Inlet Sediment Trap	45	EA	\$260.00	\$11,700.00
Maintenance of Temporary Silt Fence, TP A	1,000	LF	\$1.55	\$1,550.00
Maintenance Temporary Silt Fence, TP C	400	LF	\$1.55	\$620.00
Maintenance of Check Dams - All Types	35	EA	\$72.00	\$2,520.00
Maintenance Inlet Sediment Trap	45	EA	\$100.00	\$4,500.00
Temporary Silt Fence, Type A	1,000	LF	\$3.00	\$3,000.00
Temporary Silt Fence, Type C	400	LF	\$4.00	\$1,600.00
Clearing & Grubbing	1.0	AC	\$10,000.00	\$10,000.00
Grading Complete	1	LS	\$300,000.00	\$300,000.00
Gr Aggr Base Crs, 6 inch, Incl Matl	21,735	SY	\$18.00	\$391,230.00
Gr Aggr Base Crs, 12 inch, Incl Matl	21,735	SY	\$20.21	
Recycled Asph Conc 9.5 mm Superpave, Type I, GP 1 - 1.5"	1,800	TN	\$85.00	\$153,000.00
Recycled Asph Conc 12.5 mm Superpave, GP 1 or 2, Incl Bitum - 2"	2,400	TN	\$85.00	\$204,000.00
Recycled Asph Conc 25 mm Superpave, GP 1 or 2, Incl Bitum	3,600	TN	\$78.91	
Recycled Asph Conc 19 mm Superpave, GP 1 or 2, Incl Bitum	3,430	TN	\$85.11	
Bitum Tack Coat	4,400	GL	\$3.00	\$13,200.00
Mill Asph Conc Pvmnt, 2 In Depth	1,000	SY	\$17.25	\$17,250.00
Conc. Sidewalk, 4 Inch	2,565	SY	\$40.00	\$102,600.00
Conc. Median, 8 inch	3,500	SY	\$66.00	
Conc. Curb & Gutter, 6 in x 24 in, TP 2	5,000	LF	\$22.00	\$110,000.00
Conc. Curb & Gutter, 6 in x 30 in, TP 2	8,500	LF	\$19.39	
Pvmnt Reinf Fabric Strips, Pt 2, 18 inch Width	7,200	LF	\$4.66	\$33,552.00
Saw Cut Asphalt Pavement	5,000	LF	\$1.50	\$7,500.00
Class A Concrete, Incl Reinf Steel	155	CY	\$985.57	
Storm Inlets	45	EA	\$3,600.00	\$162,000.00
Storm Drain Pipe, 18 In, H 1-10	1,250	LF	\$60.00	\$75,000.00
Storm Drain Pipe, 24 In, H 1-10	620	LF	\$70.00	\$43,400.00
Storm Drain Pipe, 36 In, H 1-10	1,450	LF	\$100.00	\$145,000.00
Storm Drain Pipe, 48 In, H 1-10	1,010	LF	\$140.00	\$141,400.00
Safety End Section 24 In, Storm Drain, 4:1 Slope	8	EA	\$1,045.19	
Safety End Section 36 In, Storm Drain, 4:1 Slope	6	EA	\$2,359.15	
36" Headwall	1	EA	\$3,500.00	\$3,500.00
48" Headwall	1	EA	\$4,000.00	\$4,000.00
Flowable Fill	900	CY	\$197.67	
Stn Dumped Rip Rap, TP 1, 18 In	200	SY	\$72.00	\$14,400.00
Reconstruct Drop Inlet	3	EA	\$1,562.72	
Highway Signs, TP 1 Matl, Refl Sheeting, TP 9	1	LS	\$15,000.00	\$15,000.00
Galv Steel Posts, TP 9	1,750	LF	\$7.95	
Thermoplastic Traffic Striping	1	LS	\$50,000.00	\$50,000.00
Thermoplastic Solid Traf Stripe, 5 In, White	14,500	LF	\$1.13	
Thermoplastic Solid Traf Stripe, 5 In, Yellow	13,600	LF	\$0.56	
Thermoplastic Solid Traf Stripe, 12 In, White	160	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 24 In, White	2,200	LF	\$6.25	
Thermoplastic Solid Traf Stripe, 24 In, Yellow	900	LF	\$3.15	
Thermoplastic Solid Traf Stripe, 8 In, White	3,160	LF	\$2.13	
Thermoplastic Solid Traf Stripe, 10 In, White	2,150	LF	\$1.30	
Thermoplastic Solid Traf Stripe, 10 In, Yellow	600	LF	\$3.15	



**BVT INFRASTRUCTURE
PRELIMINARY COST ESTIMATE**

12/20/2018

Thermoplastic Skip Traf Stripe, 5 In, White	11,100	GLF	\$0.30	
Raised Pvmr Markers TP 1	2,000	EA	\$4.20	
Raised Pvmr Markers TP 3	2,500	EA	\$3.44	
Catch Basin, GP 1	39	EA	\$2,100.77	
Drop Inlet, GP 2	7	EA	\$2,620.00	
Storm Sewer Manhole, TP 2	6	EA	\$2,737.13	
Permanent Grassing	2.0	AC	\$2,000.00	\$4,000.00
Permanent Soil Reinforcing Mat	15,000	SY	\$3.98	
Lighting Allowance	1	LS	\$150,000.00	\$150,000.00
Landscaping Allowance	1	LS	\$100,000.00	\$100,000.00
Traffic Signal Allowance (2 new signals)	1	LS	\$400,000.00	\$500,000.00
Relocate Water Main	1	LS	\$175,000.00	\$175,000.00
Relocate Gas Main	1	LS	\$200,000.00	\$200,000.00
Relocate Fiber Optic Allowance	1	LS	\$220,000.00	\$220,000.00
Total Estimated Preliminary Cost for Old Register Road				\$3,494,222.00

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, Interim City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Jason Boyles, Interim City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: June 12, 2019

RE: June 18, 2019 City Council Agenda Items

Policy Issue: Consent to assignment of the rights and duties of BVT Akins, LP and J Edward Akins Farms, LP (collectively "Developer") regarding a Development Agreement between City and Developer to Hill Property Partners, LLC ("Hill").

Recommendation: Consideration for approval by Mayor and Council

Background: Current Development Agreement between Developer and City was entered on April 16, 2019 and authorizes disbursements from TAD Special Fund to be made to Developer. This assignment would make these disbursements payable directly to Hill. City would also grant Hill an additional thirty days to cure any default and agree to give Hill and Developer contemporaneous notice of any potential default. Hill requests this amendment.

Budget Impact: None

Council Person and District: District 3, Jeff Yawn

Attachments: Proposed Assumption Agreement and proposed Assignment between Hill and Developer

**CONSENT AND AGREEMENT TO
ASSIGNMENT OF DEVELOPMENT AGREEMENT**

THIS CONSENT AND AGREEMENT TO ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "**Consent**") is given by THE CITY OF STATESBORO, GEORGIA (the "**City**") as of this ____ day of June, 2019. The City hereby consents to the Assignment of the Development Agreement (the "**Assignment**") made on or about the date hereof by BVT Akins, LP and J Edward Akins Farm, LP (collectively "**Developer**"), to Hill Property Partners LLC with respect to that certain Development Agreement dated April 16, 2019, between Developer and the City (the "**Development Agreement**"). The City represents and warrants to Hill that TAD Bond Proceeds in an amount of at least \$4,750,000 will be deposited into the Special Fund. The City agrees to make all "Payments," as defined in the Assignment, directly to Hill pursuant to Section 3 of the Assignment. Furthermore, the City agrees as follows:

- (1) The City will not alter, modify or amend the terms of the Development Agreement or surrender, cancel or terminate the Development Agreement or consent to any of the foregoing without Hill's prior written consent.
- (2) The City will deliver any notices under the Development Agreement that are delivered to Developer simultaneously to Hill.
- (3) In the event of any default, event of default or other breach or violation of the Development Agreement by Developer that would give the City the right to terminate the Development Agreement, the City agrees to give Hill notice of such event and an additional thirty (30) days beyond the time period given to Developer to cure such event before the City exercises any termination right, and if a cure cannot reasonably be expected to be cured within such 30-day period, Hill will be given a reasonable period of time to effect a cure, provided, Hill has promptly commenced a cure and so long as Hill is thereafter diligently pursuing the cure.
- (4) Subject to the terms of the Development Agreement, including that Disbursements to Developer cannot exceed the sum total of \$4,750,000.00, the City acknowledges and agrees that the cost and expense categories and amounts listed on Exhibit A attached hereto and any other amounts that are advanced towards the construction of the Public Infrastructure will be considered eligible for reimbursement as Reimbursement Costs.

[Signatures on Following Page]

IN WITNESS WHEREOF, the City has executed this Consent under seal as of the date and year first written above.

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Sue Starling, City Clerk

Exhibit A

<i>Engineering - Topo and Wetlands</i>	\$ 8,000.00
<i>Engineering - Land Survey</i>	\$ 2,117.50
<i>Engineering - Land Survey</i>	\$ 660.00
<i>Engineering - Project Management and Bidding</i>	\$ 149,000.00
<i>Engineering - Traffic Study by Wilburn Engineering</i>	\$ 3,900.00
<i>Engineering - Road Construction and Admin</i>	\$ 94,800.00
<i>Engineering -Project oversight for Phase I</i>	\$ 95,000.00
<i>Phase I Environmental Site Assessment</i>	\$ 2,500.00
<i>Preliminary Soil Investigation/Geotech Report</i>	\$ 9,147.50
<i>Level III Soil Investigation and Geotech</i>	\$ 24,000.00
<i>Wetlands Deliniation</i>	\$ 1,200.00
<i>Wetlands Credits and Offsets for permitting</i>	\$ 44,000.00
<i>Civil Engineering</i>	\$ 98,500.00
<i>Land Planning, Architect & Design</i>	\$ 1,700,000.00
<i>Traffic Signal Engineering and Design</i>	\$ 29,000.00
<i>Road Construction</i>	\$ 3,334,505.62
<i>Estimate of costs to City of Statesboro</i>	\$ 110,000.00
<i>Utilities Relocate Estimate</i>	\$ 125,000.00
<i>Traffic Signal Design and Install</i>	\$ 175,000.00
TOTALS:	\$ 6,006,330.62

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (this "**Assignment**") is entered into this ____ day of June, 2019, by BVT AKINS LP, a Georgia limited partnership ("**BVT**"), and J EDWARD AKINS FARM, LP, a Georgia limited partnership ("**Farm**"; and together with BVT, hereinafter collectively referred to as "**Developer**"), in favor of HILL PROPERTY PARTNERS LLC, a Delaware limited liability company ("**Hill**").

Background Statements:

A. Developer entered into that certain Development Agreement (as amended, restated, modified, extended or supplemented from time to time, including as amended by that certain Amendment to Development Agreement of even date, the "**Development Agreement**"), dated as of April 16, 2019, with the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County, Georgia (the "**City**").

B. On or about the date hereof, Developer and certain of Developer's affiliated entities have obtained a loan in the original principal amount of up to Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) from Hill (the "**Loan**").

C. In consideration of Hill making the Loan to Developer, *et. al.*, it is a requirement that Developer assign Developer's rights under the Development Agreement to Hill, including the right to receive payments under the Development Agreement, as more particularly set forth in this Assignment.

NOW, THEREFORE, in consideration of the extension of credit under the Loan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Developer hereby agrees as follows:

1. Defined Terms. Capitalized terms that are undefined in this Agreement will have the meanings ascribed to such terms in the Development Agreement.

2. Assignment with License Back of Development Agreement.

a. Developer does hereby give, grant, bargain, sell, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto Hill and hereby grants to Hill a security interest in and lien upon, as security for the payment of the Loan and the observance and performance of all the terms, covenants and provisions of this Assignment and the other documents, agreements and instruments evidencing and securing the Loan (collectively, the "**Loan Document**"), Assignor's right, title and interest in and to the Development Agreement. This Assignment is a present, absolute and unconditional assignment from Developer to Hill and not merely the granting of a security interest.

b. This Assignment has been made as additional security for the payment of the Loan and the observance and performance by Developer of the terms, covenants and provisions

of the Loan Documents. So long as no default or event of default exists under this Assignment or under the Loan Documents (each, an "**Event of Default**") and subject to the provisions set forth in this Assignment, Developer will have a license to exercise, enforce and execute all rights and interests of the Developer under the Development Agreement.

c. Upon the occurrence of an Event of Default, the rights and license granted to Developer in this Assignment will be automatically revoked without any notice or further action whatsoever and as long as such Event of Default is continuing, Hill, in its sole discretion, will have the complete right, power and authority, subject to the terms and provisions of the Development Agreement, to exercise all rights and powers of the Developer under the Developer Agreement. The foregoing rights and remedies may be exercised singularly or cumulatively by Hill, in its sole discretion, and Developer hereby releases and waives all claims against Hill arising out of such actions.

3. Development Agreement Payments Directed to Hill. Developer hereby consents to, directs and irrevocably authorizes the City to pay directly to Hill all Reimbursement Costs, Disbursements or other amounts to be paid to Developer under the Development Agreement ("**Payments**"). Payments shall be paid directly to Hill at all times that the Loan is outstanding, regardless of whether an Event of Default exists. Payments shall be paid directly to Hill using the wiring instructions provided by Hill. The City will have the right to rely upon such direction from Developer to deliver Payments directly to Hill without any obligation or right to determine the basis for Hill's right to receive such Payments and notwithstanding any notice or claim from Developer to the contrary, and Developer will have no right to claim against the City for any such Payments paid by the City to Hill. Developer shall indemnify, defend and hold Hill and the City harmless with respect to any and all liability, loss or damages, except so much thereof as shall result from the gross negligence or willful misconduct of Hill or the City, as applicable, which may or might be incurred by reason of the City's delivery of Payments directly to Hill pursuant to this Assignment.

4. Performance and Enforcement of Development Agreement. Developer agrees, at its sole cost and expense, to (a) observe and perform, or cause to be observed and performed, each and every material term, covenant and provision of the Development Agreement on the part of the Developer required thereunder to be observed and performed; (b) send promptly to Hill copies of all notices which Developer sends or receives under the Development Agreement; (c) enforce the observance and performance of each and every material term, covenant and provision of the Development Agreement; (d) appear in and defend, at no cost to Hill, any action or proceeding arising under or in any manner connected with the Development Agreement or with the obligations and undertakings of the Developer thereunder. If Developer fails to pay, perform or observe any of its covenants or agreements hereunder or under the Development Agreement, Hill may pay, perform or observe the same and Developer will immediately upon demand reimburse Hill for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Hill.

5. Restrictions on Actions. Developer will not, without the prior written consent of Hill, (a) further assign or pledge or attempt to assign or pledge the Development Agreement or any portion of the Payments, (b) alter, modify, amend, grant any concessions or waivers in connection with or change the terms of the Development Agreement or surrender, cancel or terminate the

same or consent to any of the foregoing, (c) accept any Payments; and in the event Developer receives any Payment, Developer shall remit such Payments to Hill pursuant to the wiring instructions provided by Hill within two (2) business days after Developer's receipt of such Payment.

6. Hill Not Obligated Under Development Agreement. This Assignment will not be deemed or construed to obligate Hill to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Development Agreement, and Developer hereby agrees to indemnify and hold Hill harmless from and against all liability, out-of-pocket cost, loss, expense or actual damage, including reasonable out-of-pocket attorneys' fees, which Hill may or might incur under the Development Agreement or under or by reason of this Assignment or by reason of any alleged obligation or undertaking on Agent's part to perform or discharge any of the terms, covenants or provisions contained in the Development Agreement, provided that the foregoing indemnity shall not extend to any liabilities, losses, damages, costs or expenses resulting from Hill's gross negligence or willful misconduct. Should Hill incur any liability, cost, loss, expense or damage under or by reason of the Development Agreement or under or by reason of this Assignment, Developer will immediately upon demand reimburse Hill for the amount thereof together with all costs, expenses and reasonable attorneys' fees incurred by Hill. Any Payments collected by Hill may be applied by Hill, in its sole discretion, in satisfaction of any such liability, cost, loss, expense or damage.

7. Special Services District. In accepting this Assignment, Hill 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 the Development Agreement or this Assignment shall limit the timing or number of times said District may be established, terminated, or reestablished by City.

8. Developer Representations and Warranties. Developer represents and warrants that (a) Developer has the full power and authority to execute, deliver and perform the obligations set forth in this Assignment, (b) Hill has been provided with the copy of the Development Agreement that is true, correct and complete; (c) the Development Agreement is in full force and effect; (d) this Assignment is valid and enforceable; (e) to Developer's actual knowledge, the City has no defense, setoff or counterclaim against Developer; (f) neither Developer nor the City is in default under any of the terms of the Development Agreement; (g) no Payments have been paid to Developer under the Development Agreement; (h) Developer has not previously assigned or pledged all or any portion of the Development Agreement or the Payments, and (i) the City is obligated to deposit TAD Bond Proceeds into the Special Fund in an amount of no less than \$4,750,000. The representations and warranties in this paragraph will be deemed to be continuously reaffirmed until the Loan is paid in full.

9. Attorney in Fact. Developer hereby appoints Hill as its agent and attorney-in-fact, which appointment is irrevocable and coupled with an interest, to perform all other necessary or appropriate acts with respect to this Assignment upon the occurrence and during the continuance of an Event of Default, to take all actions required to be taken by Hill hereunder, to make all waivers and agreements, to give and receive all notices, consents and releases, to take such action

upon the happening of an Event of Default as permitted under any provision of the Development Agreement or by any law, and to do any and all other things whatsoever which Developer is or may become entitled to do under the Development Agreement.

10. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be given in accordance with the notice provisions of the Development Agreement. Hill's notice address for purposes of this Assignment is Hill Property Partners LLC, 16 Murray Avenue, Port Washington, New York 11050.

11. Preservation of Rights. No course of dealing and no delay or failure of Hill in exercising any right, power, remedy or privilege under this Assignment or any other Loan Document will affect any other or future exercise thereof or operate as a waiver thereof, nor will any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power, remedy or privilege preclude any further exercise thereof or of any other right, power, remedy or privilege. The rights and remedies of Hill under this Assignment and any other Loan Document are cumulative and not exclusive of any rights or remedies which they would otherwise have.

12. Severability. The provisions of this Assignment are intended to be severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any jurisdiction such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

13. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by Developer from, any provision of this Assignment will be effective unless made in writing by Hill and Developer.

14. Further Assurances. Developer will, at the cost of Developer, upon Hill's request, do, execute, acknowledge and deliver to Hill such further documents, assurances and statements and do or cause to be done all and every such further acts, things, deeds, conveyances and the like as Hill may deem necessary or appropriate to effect the transactions contemplated hereby or to confirm the assumption of and agreement to pay, perform and discharge the liabilities and obligations hereby assumed and agreed to be paid, performed or discharged, or intended so to be.

15. Entire Agreement. This Assignment (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between Developer and Hill with respect to the subject matter hereof.

16. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of Developer and Hill and their respective heirs, executors, administrators, successors and assigns; provided, however, that Developer may not assign this Assignment in whole or in part. Hill at any time may assign this Assignment in whole or in part in accordance with the Loan Documents.

17. Interpretation. In this Assignment, unless Developer and Hill otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" is deemed to include "and/or", the words "including", "includes" and "include" are deemed to be followed by the words "without limitation", references to articles, sections (or subdivisions of sections) or exhibits are to those of this Assignment; and references to agreements and other contractual instruments will be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Assignment. Section headings in this Assignment are included for convenience of reference only and do not constitute a part of this Assignment for any other purpose. If this Assignment is executed by more than one party as Developer, the obligations of such persons or entities will be joint and several.

18. Time of Essence. Time is of the essence of this Assignment.

19. Governing Law. The laws of the State of Georgia shall govern and control the interpretation of this Assignment and the rights, obligations, duties and liabilities of the parties hereto.

20. Counterparts. This Assignment may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or PDF transmission will be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by facsimile or PDF transmission will promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by facsimile or PDF transmission.

[Signatures on following page]

IN WITNESS WHEREOF, Developer has executed this Assignment under seal as of the date and year first written above.

BVT-Akins, L.P.,
a Georgia limited partnership

By: BVT Enterprises, Inc., General Partner,

By: _____
Name: Darin H. Van Tassell
Title: President

[CORPORATE SEAL]

J EDWARD AKINS FARM, LP,
a Georgia limited partnership

By: _____(SEAL)
Philip Michel, General Partner

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Jason Boyles, City Manager
Sue Starling, City Clerk
Cain Smith, City Attorney

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

To: Jason Boyles, City Manager and Sue Starling, City Clerk

From: Cain Smith, City Attorney

Date: June 12, 2019

RE: June 18, 2019 City Council Agenda Items

Policy Issue: Consideration of Memorandum of Understanding between City and the Creek District Oversight Committee that sets out communication and information sharing mechanisms between City and the Committee regarding development of the Blue Creek Project.

Recommendation: City consider the MOU for approval.

Background: MOU sets out the basic roles of the parties regarding communications and sharing of information

Budget Impact: None

Council Person and District: All

Attachments: Proposed MOU

City of Statesboro – Creek District Oversight Committee Memorandum of Understanding

Whereas, on April 16, 2019 the Development Authority of Bulloch County and the City of Statesboro (City) executed an Assignment and Assumption Agreement for the purpose of transferring certain responsibilities and financial commitments relating to a certain GEFA loan and separate Environmental Facilities Agreement from the Development Authority to the City.

Paragraph 8 of the Assignment and Assumption Agreement, attached hereto as Exhibit A, calls for the establishment of a the Creek District Oversight Committee by City resolution. The stated mandate of the Committee is to “make recommendations to (City) regarding development/ zoning/ designs standards and guidelines for the ‘Creek District.’” On June 4, 2019 the Statesboro City Council fulfilled its obligation and established the Creek District Oversight Committee.

Schedule 7 of the Assignment and Assumption Agreement provides that the Creek Oversight Committee (Committee) shall be advisory in nature only. Schedule 7 already provides for one Committee member to serve a public liaison to the City in order to maintain consistency of communication between the Committee and the City. However, to more clearly define the roles and provide for enhanced communication between the City of Statesboro, its elected officials and staff, and the Creek Oversight Committee, the two parties wish to enter into a Memorandum of Understanding as follows:

The City of Statesboro, (defined as its elected officials, employees, staff, advisors, engineers and consultants) shall use its best efforts to keep the Committee informed regarding its plans, deliberations and activities relating to all aspects of the Project. The Committee has designated _____ as the city liaison as called for in Schedule 7, and all information and activities relating to the project shall be shared in a timely manner with either the entire Committee or, at a minimum, with the designated liaison. The Committee, in return, will respond in a timely manner with its any suggestions and recommendations for consideration by the City.

Additionally, from time to time, the Committee may have data, recommendations and suggestions, which it agrees to share with the City in order to facilitate a channel of free-flowing information between the parties for the mutual benefit of the citizens of Statesboro and Bulloch County.

The Committee recognizes the sensitive nature of many aspects of City deliberations and commits to non-disclosure of sensitive information when so advised by the City. In addition, the Committee pledges to forward its comments and suggestions in a timely manner and not to unduly delay City/Project work in any manner. All parties agree that “time is of the essence” and further agree to work diligently to expedite completion of all phases of the project.

Committee also agrees that unless and until the Board of Education participates in the Downtown TAD #1 City through Mayor and Council shall retain appointment rights to the Committee position referenced in (vii) of Schedule 7.

Nothing in this MOU shall alter or affect the Committee's status as advisory in nature only with all final decisions to be made solely by the City.

IN WITNESS WHEREOF, the City of Statesboro and Creek on the Blue Mile Oversight Committee have executed this Agreement effective this 18th day of June 2019.

Jonathan McCollar, Mayor

Sue Starling, City Clerk

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5

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

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

To: Sue Starling, City Clerk

From: Jason Boyles, Interim City Manager

Date: 6/12/19

RE: Award of Contract for Real Estate Broker Services

Recommendation:

Consideration of a Motion to Award a Contract for Commercial Real Estate Broker Services for the City of Statesboro to Manack Signature Properties for a period of one year with the option to renew for one additional year and to authorize the City Manager to negotiate the final terms and conditions of the contract.

Background:

City staff solicited a request for proposals (RFP) to provide commercial real estate services for real estate acquisition associated with the Creek on the Blue Mile project, as well as other potential projects for the next 1-2 years. The scope of services for this contract shall include, but is not limited to, performing market analysis, providing the Planning & Development Director with routine activity reports and opinions on properties, marketing selected properties, negotiating with buyers and sellers, coordinating property appraisals and processing all typical services normally associated with real estate transactions.

A total of four proposals were received including Manack Signature Properties, Statesboro Properties, Berkshire Hathaway Kennedy Realty, and RE/MAX Eagle Creek Realty. An evaluation team consisting of City staff and members of the Creek District Oversight Committee evaluated and rated the proposals in accordance with the criteria and points provided in the RFP. Based on this information the team rated Manack Signature Properties the highest. Manack Signature Properties provided a fee range of 4%-7% in their proposal, however, I was able to negotiate Mr. Todd Manack to a fixed fee of 5%, which is comparable to the lowest fee rate received by any of the four brokers.

Budget Impact: None

Council Person and District: All (citywide)

Attachments: None

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this _____ day of June, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **MANACK SIGNATURE PROPERTIES**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide sell certain City owned properties, as described in the proposal with responses due April 16, 2019 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services shall be 5% of the final transaction amount, guaranteed if Contractor negotiates in good faith regardless of condemnation.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any

termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

MANACK SIGNATURE PROPERTIES

Recommended by: _____
Jason Boyles, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor

SCOPE OF SERVICES

Manack Signature Properties agrees to provide the following under this contract:

SCOPE OF SERVICES

The successful firm or individual shall agree to contract with the City to provide the following:

1. Performing market analysis
2. Providing the Planning & Development Director with monthly activity reports
3. Provide Broker's Opinions for all attached properties
4. Provide Marketing materials for selected properties to be listed
5. Negotiating with buyers on behalf of the City
6. Coordinating Commercial Real Estate appraisals
7. Coordinating Commercial Real Estate transaction closings
8. Handling all other customary activities and services associated with Commercial Real Estate transactions

Services will include consultation with City staff relating to reporting efforts/strategies to market Commercial Real Estate. Presentations at public meetings may be required.

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5

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

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

To: Sue Starling, City Clerk

From: Jason Boyles, Interim City Manager

Date: 6/12/19

RE: Recommendation of Freese & Nichols, Inc. to Perform an Environmental Feasibility Study for the Creek on the Blue Mile Project

Recommendation:

Consideration of a Motion to Authorize the City Manager to enter into negotiations with Freese & Nichols, Inc. for a contract to conduct an environmental feasibility study for the Creek on the Blue Mile project.

Background:

City staff solicited a request for qualifications (RFQ) to perform an environmental feasibility study for the Creek on the Blue Mile project. The scope of services for this contract shall include, but are not limited to, performing topographic survey, conducting a water supply yield analysis, conducting water quality studies, conducting stream and wetland studies, conducting fish and wildlife studies, conducting cultural and historical studies, performing regulatory and permitting analysis and recommendations, and providing cost estimates and timelines for final design and construction.

A total of four proposals were received from teams that each included multiple, highly qualified professional firms. The prime consultants who submitted are Freese & Nichols, Goodwyn Mills and Cawood, Golder Associates, and Integrated Science & Engineering. An evaluation team consisting of City staff and members of the Creek District Oversight Committee evaluated and rated the proposals in accordance with the criteria and points provided in the RFQ. Based on this information the team rated Freese & Nichols, Inc. the highest. Staff is currently performing necessary experience and reference checks.

In accordance with procedural protocol I am requesting approval to develop the final scope of services and negotiate a fee schedule and contract accordingly. Once developed I will bring forth the final contract for consideration of approval by city council at a later meeting. Should an impasse be reached in negotiations I will return before city council with a recommendation to negotiate a contract with the #2 ranked firm, Goodwyn Mills Cawood.

Budget Impact: None

Council Person and District: Sam Lee Jones, District 2; Jeff Yawn, District 3

Attachments: None

RESOLUTION 2019-23: A RESOLUTION TO ADOPT THE THIRD AMENDMENT TO THE FISCAL YEAR 2019 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

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

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

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

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

WHEREAS, the Mayor and City Council wish to adopt this Third Budget Amendment for Fiscal Year 2019;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Third Budget Amendment for the City's Fiscal Year 2019 Budget.

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

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

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

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

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

Adopted this 18th day of June, 2019.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2019 THIRD BUDGET AMENDMENT

100 General Fund:

- Increase in Expenditures for Advertising in Governing Body by \$990.
- Increase in Expenditures for Office Supplies in Governing Body by \$300.
- Increase in Expenditures for Uniforms Governing Body by \$500.
- Increase in Expenditures for Furniture and Fixtures in Governing Body by \$325.
- Increase in Expenditures for Payment to Blue Mile Foundation in Governing Body by \$10,000.
- Increase in Expenditures for Miscellaneous Expense in Governing Body by \$2,500.
- Increase in Expenditures for Education – District 1 in Governing Body by \$790.
- Increase in Expenditures for Education – District 2 in Governing Body by \$790.
- Increase in Expenditures for Education – District 5 in Governing Body by \$725.
- Increase in Expenditures for Education – Mayor in Governing Body by \$755.
- Increase in Expenditures for Travel – District 1 in Governing Body by \$200.
- Increase in Expenditures for Travel – District 5 in Governing Body by \$100.
- Increase in Expenditures for Travel – Mayor in Governing Body by \$200.
- Increase in Expenditures for Salaries in Public Works Administration by \$15,000.
- Increase in Expenditures for Repairs and Maintenance – Office Equipment in Art Galleries by \$1,000.
- Increase in Expenditures for Life/Disability in Economic Development by \$800.
- Increase in Expenditures for GMA Swap Payments in Debt Service by \$28,000.
- Decrease in Expenditures for Salaries in City Manager by \$62,885.

Net effect on Fund is: None.

210 Confiscated Assets Fund:

- No Changes.

Net effect on Fund is: None.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant:

- Increase in Expenditures for Small Tools and Equipment by \$9185.
- Increase in Expenditures for Vehicles and Conversion by \$37,919

Net effect on Fund is: Decrease in Fund Balance by \$47,104.

250 Multiple Grants Fund:

- No Changes.

Net effect on Fund is: None.

270 Statesboro Fire Service Fund:

- No Changes.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- No Changes.

Net effect on Fund is: None.

286 Technology Fee Fund:

- No Changes.

Net effect on Fund is: None.

322 2007 SPLOST Fund:

- Increase in Expenditures for Bank Charges by \$105
- Increase Expenditures for Cemetery Improvements by \$8,365.

Net effect on Fund is: Decrease in Fund Balance by \$8,470.

323 2013 SPLOST Fund:

- Increase in Expenditures for Vehicle and Conversion by \$130,020.
- Increase in Expenditures for Fab Lab by \$34,750.

Net effect on Fund is: Decrease in Fund Balance by \$164,770.

324 2018 TSPLOST Fund:

- Increase in Expenditures for Bank Charges by \$500.

Net effect on Fund is: Decrease in Fund Balance by \$500.

342 2016 CDBG Grant Fund:

- Increase in Revenues for Proceeds from DCA by \$9,110.
- Increase in Expenditures for Engineering Fees by \$3,190.
- Increase in Expenditures for General Administration – CDBG by \$1,250.
- Increase in Expenditures for Construction by \$4,670.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- Increase in Expenditures for Bank Charges by \$500.

Net effect on Fund is: Decrease in Fund Balance by \$500.

505 Water and Sewer Fund:

- No Changes..

Net effect on Fund is: None.

507 StormWater Fund:

- No Changes.

Net effect on Fund is: None.

515 Natural Gas Fund:

- Increase in Expenses for Salaries by \$22,000.
- Increase in Expenses for Natural Gas Purchased by \$200,000.
- Increase in Expenses for Contract Labor in Compressed Natural Gas by \$17,150.
- Increase in Expenses for Electricity in Compressed Natural Gas by \$500.

Net effect on Fund is: Decrease in cash by \$239,650.

541 Solid Waste Collection Fund:

- Increase in Revenues for Residential Refuse Collection Charge by \$35,000.
- Increase in Revenues for Roll Off Tipping Fees by \$39,800.
- Increase in Revenues for Roll Off Collection Fees by \$42,900.

Commercial Division

- Increase in Expenses for Solid Waste Disposal Fees by \$55,000.

Residential Division

- Increase in Expenses for R&M Vehicle Parts by \$15,000.
- Increase in Expenses for Overtime by \$4,000.
- Increase in Expenses for Solid Waste Disposal Fees by \$20,000.

Rolloff Division

- Increase in Expenses for R&M Vehicle Parts by \$10,000.
- Increase in Expenses for Labor/Sublet by \$5,000.
- Increase in Expenses for Insurance Other than Benefits by \$2,545.
- Increase in Expenses for Advertising by \$2,270.
- Increase in Expenses for Gasoline by \$7,500.
- Increase in Expenses for Solid Waste Disposal Fees by \$90,000.

Yardwaste Division

- Increase in Expenses for Overtime by \$10,000.
- Increase in Expenses for R&M Vehicle Parts by \$2,500.

Net effect on Fund is: Decrease in cash by \$106,115.

542 Solid Waste Disposal Fund:

- Increase in Revenues for Government Agency Tipping Fees by \$125,000.
- Increase in Expenses for Air Rights by \$125,000.

Net effect on Fund is: None.

601 Health Insurance Fund:

- Increase in Claims by \$75,000.

Net effect on Fund is: Decrease in Cash by \$75,000.

602 Fleet Management Fund:

- Increase in Revenues for Sale of Assets by \$14,500.
- Increase in Expenditures Salaries by \$10,000.
- Increase in Expenditures for Other Services by \$25,000.
- Increase in Expenditures for R&M Vehicle Parts in Motor Pool by \$500.
- Increase in Expenditures for Gasoline in Motor Pool by \$900.

Net effect on Fund is: Decrease in cash by \$36,400.

604 Wellness Fund:

- Increase in Expenditures for Education and Training by \$600.
- Increase in Expenditures for Electricity by \$1,000.

Net effect on Fund is: Decrease in cash by \$1,600.

605 Central Service Fund:

- Increase in Expenses for Software Support by \$73,155.
- Increase in Expenses for R&M Computer by \$6,290.
- Increase in Expenses for VOIP Telephone by \$14,630
- Increase in Expenses for Software Applications by \$50,000.

Net effect on Fund is: Decrease in cash by \$144,075.