



September 15, 2020 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda:
 - A) Approval of Minutes
 - a) 08-18-2020 Work Session Minutes
 - b) 08-18-2020 Council Minutes
 - c) 08-18-2020 Executive Session Minutes
 - d) 09-08-2020 Public Hearing Minutes (9:00 am)
 - e) 09-08-2020 Public Hearing Minutes (6:00 pm)
 - B) Consideration of a motion to approve the due date of December 20th 2020 for the City of Statesboro Property Tax Bills
5. Public Hearing & Consideration of a Motion to approve application for Sec.6-17(d) exemptions to open container prohibition:
 - A) The Blue Room
9/19/2020
12pm-1:30 am
6. Public Hearing and Consideration of a motion to approve **Resolution 2020-25**: A Resolution setting the millage rate for ad valorem (property) taxes for the 2020 calendar year for the city of Statesboro, Georgia at 7.308.
7. Consideration of a Motion to approve **Resolution 2020-26**: 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 2019 tax year in the amount of \$25,182.93.
8. Consideration of a Motion to approve **Resolution 2020-27**: A Resolution to adopt the first amendment to the six-year Capital Improvements Program for the Fiscal Year 2020-2021 through 2025-2026 for the city of Statesboro, Georgia.
9. Consideration of a Motion to approve **Resolution 2020-28**: A Resolution to adopt the first amendment to the Fiscal Year 2021 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

10. Consideration of a Motion to Approve **Resolution 2020-29**: A Resolution accepting Right-of-Way of Tormenta Way as a public street to be owned and maintained by the City of Statesboro, Georgia.
11. Consideration of a motion to approve the amended Development Agreement with JGR Development allowing for final disbursement of \$1,155,404.10 for paid or outstanding invoices with an additional \$250,000 retained by City for payment of final costs as approved by City Manager.
12. Consideration of a motion to approve a Mutual Aid Agreement with the City of Swainsboro regarding Fire Protection.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
 - A) Reid Derr to address Mayor and Council regarding concerns with the proposed Anti-Discrimination Ordinance.
 - B) Marsha Twiggs to speak about her concerns about the ditch along Stockyard Road.
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)
17. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
AUGUST 18, 2020

Mayor & Council Work Session

50 East Main Street

4:00 PM

A Work Session of the Statesboro City Council was held on August 18, 2020 at 4:00 p.m. in City Hall Council Chambers, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

Mayor Jonathan McCollar called the meeting to order.

City Manager Charles Penny reviewed the agenda as follows 1. Anti-Discrimination Ordinance, 2. Rapid Testing for COVID-19, 3. CARES Act Funding, and 4. Governor's Executive Order – Mask Mandate. Mr. Penny stated agenda item 4 is moved up to number 2.

1. Anti-Discrimination Ordinance

City Attorney Cain Smith reviewed with Mayor and Council the drafted Anti-Discrimination Ordinance. Mr. Smith stated the prohibited discriminatory actions are enumerated fully in 80-2 which says businesses cannot discriminate based on race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender Identity, age or military status in the provision of public accommodations; employment, housing. A person complaining of a prohibited action can file with the City Clerk and pay a \$25.00 filing fee. The City Clerk will then notify the accused violator within 7 days. After a complaint is filed, action is referred to non-binding mediation with costs of mediation being split equally between parties. However should either party decline mediation or mediation is unsuccessful, the action shall be referred to the municipal court judge for review and placed for hearing in Municipal Court. Burden of proof falls on the complaining party. The judge may issue a civil fine up to \$500.00 for first offense and up to \$1,000.00 and/or suspension/revocation of the occupational tax certificate for subsequent violations. Any appeal of the Municipal Court decision may be made to Superior Court of Bulloch County by writ of certiorari.

The second part of Chapter 80 is the non-discrimination in purchasing and contracting, setting out annual goals for MFB which stands for Minority and Female Business Enterprise. An annual percentage goal for overall MFBE prime and subcontract participation in City procurement contracts shall be a percentage determined by Mayor and Council. Mr. Smith reviewed several methods for promoting non-discrimination in purchasing and contracting as policy of nondiscrimination by the City of Statesboro, through the City's website listing bidding opportunities, MFBE certification assistance, MFBE directory of vendors both in and outside of the area, Enhancement of contracting opportunities, letter of contract award and prompt payment and certification. It is the policy of the City that discrimination against businesses by reason of race, color, gender, or national origin of the ownership of any such business is prohibited. Any bidder, contractor, or vendor shall be required to submit to the director of Central Services an attested promise of nondiscrimination enforceable by law as set out in ordinance. The department of Central Services may designate certain procurement projects or contracts as requiring a certain number of percentage of subcontracting opportunities. The City of Statesboro shall have an in-county MFBE vendor advantage of and amount determined by Mayor and City Council and other to be determined vendor advantage for out of county MFBE's.

Councilmember Paulette Chavers asked if the marketing tool being used for these contracts will only be the website? City Manager Charles Penny stated that will not be the only tool used we will do vendor fairs a couple of times a year for people to learn what type of opportunities for competition of City services. City Attorney Cain Smith stated we would have a MFBE directory of businesses that are qualified and make sure those bidding opportunities for the City get to them as well.

City Manager Charles Penny stated we need to be intentional that these businesses have opportunities to know about the kinds of services we are seeking and what types of opportunities they would have doing business with the City of Statesboro. Mr. Penny presented a list of MFBE vendors currently being used by the City of Statesboro.

April Schueths with One Boro stated they would like to have the equity piece added to the ordinance. The Equity piece is two and a quarter pages in length with four priorities violence prevention, community programming, City of Statesboro employee equity and access training and measuring and monitoring a campaign for equity.

City Attorney Cain Smith stated the Statesboro Equity Agenda Draft from One Boro includes Part 1 which is the Equity Package and Part 2 which is the ordinance itself. The ordinance presented today included part 2 and nondiscrimination in purchasing and contracting.

Councilmember Phil Boyum stated part 1 from One Boro is agenda but is not legislation. It is not really an ordinance it is ideas.

After some discussion, direction was given to City Attorney Cain Smith to include the Equity piece as part of the ordinance and present it at the next work session in September.

2. Governor's Executive Order – Mask Mandate

City Attorney Cain Smith stated on Saturday August 15, 2020 Governor Kemp's new Executive Order came out and it does have a local option face covering requirement and this is for communities that meet threshold. The threshold requirement is 100 new cases within the last 14 days per 100,000 population. The Georgia Municipal Association (GMA) put out a model ordinance to be considered. What this ordinance does it requires face masks to be worn in private entities which is a private establishment, corporation, non-profit basically any private operation. We cannot do this with county, state, or school district facilities. Businesses have the option of whether they want to enforce it or not. If they choose to opt out, they will have to post a sign on the front door of their business in one inch Arial font stating "This location does not consent to enforcement of any local face covering requirement upon this property."

Councilmember Venus Mack stated we need to mandate masks in the City of Statesboro.

Councilmember Paulette Chavers stated the Governor has given us the right to mandate these masks. We have been following the Governor whether we agreed with him or not and we should continue to follow him.

Mayor McCollar stated he is concerned about our medical infrastructure. He called on Dr. Davis to come forward to address the issue.

Dr. Davis reviewed with Mayor and Council some statistics about COVID-19 stating there are only two states in the red zone Georgia and Florida. What makes our state red are the average number of new cases averaged over seven days per 100,000. We have a responsibility to try to mitigate what we are seeing out there. The bottom line is this wear a mask, social distance, wash your hands, and avoid crowds.

3. Rapid Testing for COVID-19

City Manager Charles Penny stated the impact of COVID-19 testing on the workforce of the City has been huge. So far the City has had 21 employees test positive, 105 employees have been tested which has resulted in 4000 hours of employee time being lost. Testing will need to continue due to City Employee exposure that could result in increased loss of employee time. Currently employee testing is going through Urgent Care with a 3-7 day turnaround for results. We currently have an agreement with East Georgia Health Center for rapid testing we are able to send employees to their facility in Swainsboro, which is 45 minutes away or we

could send them to Dublin that is 90 minutes away. The turnaround time for rapid testing is 20 -30 minutes for results. There is a proposal from South Georgia Family Medicine Associates, P.C. to provide rapid testing starting September 1, 2020. Dr. John Gerguis feels good they will get their machine. For every 1,000 tests, Dr. Gerguis orders he gets a machine. The cost is \$175.00 per test. The proposal from Dr. Gerguis is he will provide staff to administer the test. The proposal states the City will provide a location for testing to be done for our employees and their dependents. The biggest difference is it will be local rather than having to drive to Swainsboro or Dublin for the same test.

Dr. John Gerguis explained how the test is performed and the accuracy of the test he stated that the test from Abbott has a 96.4-97.5 percent sensitivity which is the rate which a positive test is truly positive. On the specificity that is the accuracy of a negative test, the percentage is running 98.6 specific. These tests have an accuracy within four days of exposure all the way up to the fourteen days.

4. CARES Act Funding – Uses

This agenda item will be addressed during the regular meeting under “Other Business”.

The meeting was adjourned at 5:25 pm.



CITY OF STATESBORO
COUNCIL MINUTES
AUGUST 18, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. CALL TO ORDER

Mayor Jonathan McCollar called the meeting to order

2. INVOCATION AND PLEDGE

Councilman Phil Boyum gave the Invocation and Pledge of Allegiance.

ATTENDENCE

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

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

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 08-04-2020 Council Minutes

A motion was made to approve the consent agenda

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Paulette Chavers

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

5. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5:

Hunt Partners, LLC

DBA: Your Pie

701 Piedmont Loop Ste 200

Joseph Hunt

A motion was made to open the public Hearing

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

No one spoke for or against the request.

A motion was made to close the public hearing

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

A motion was made to approve application for an alcohol license for Hunt Partners, LLC DBA Your Pie located at 701 Piedmont Loop Ste 200.

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

6. **Public Hearing and Consideration of a Motion to approve APPLICATION RZ 20-07-01: Larry T. Douglas requests a zoning map amendment of 0.18 acres of property located at 849 Martin Luther King Jr. Drive from R-6 (Single-Family Residential) to the CR (Commercial Retail) zoning district in order to utilize the property for commercial purposes (Tax Parcel S17 000030 000).**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Bar
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
NAYS:	

A motion was made to approve Application RZ-20-07-01.

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

7. Consideration of a Motion to approve the acceptance of the Assistance to Firefighters Grant (AFG) which has been awarded to the Statesboro Fire Department.

A motion was made to approve the acceptance of the Assistance to Firefighters Grant (AFG).

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

At 5:42 pm Councilmember Phil Boyum left the meeting

8. Consideration of a motion to approve a Professional Services contract with Maxwell-Reddick and Associates, Inc. to provide design, bid, permitting, inspection and contract administration for Hwy 67 (Optim) water and sewer extension in the amount of \$63,500.00.

A motion was made to approve a professional Services contract with Maxwell-Reddick and Associates, Inc., to provide design, bid, permitting, inspection and contract administration for Hwy 67 (Optim) water and sewer extension in the amount of \$63,500.00.

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

9. Consideration of a Motion to set the dates for the required three (3) public hearings to solicit input regarding the millage rate of 7.308 for the 2020 property taxes. 1st Public Hearing August 27th 2020 at 9:00 am, 2nd Public Hearing August 27th 2020 at 6:00 pm, 3rd Public Hearing September 1st 2020 at 9:00 am.

A motion was made to approve the dates of three public hearing to solicit input regarding the millage rate of 7.308 for the 2020 property taxes.

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

At 5:46 pm Councilmember Phil Boyum rejoined the meeting

10. Other Business from City Council

Mayor Jonathan McCollar called on City Manager Charles Penny to review the Cares Act Funding as we did not get to it in the previous work session.

Charles Penny stated today we need some input from Mayor and Council about what we are proposing to do with the funds from the CARES Act. We are going to use our Public Safety personal cost in order to meet Phase I reimbursement. There is \$1.7 million that is available to us. We have \$517,000.00 that is already in the bank. We have submitted our first reimbursement request for that \$517,000.00. Once get approval of that we will make a request for the remaining \$1.7 million. We have a total of \$5.7 million that the state is sharing with us from the CARES Act. Instead of giving all the money to us at one time, they are giving it to us at 30 percent 35 percent and 35 percent. The first 30 percent has to be spent by September 1st.

The recommendation is to hold any external financial commitments until mid-September to confirm the availability of Phase II CARES Act funding from the state. Phase II funds if available will be \$2,012,577. The proposed use of these funds include the loan loss reserve to release those enterprise funds, rental/mortgage assistance \$200,000.00, small business assistance \$200,000.00 with a max grant of \$2500.00, utility assistance \$200,000.00 with a maximum assistance of \$175.00, COVID-19 rapid testing done through South Georgia Family Medicine Associates, PC \$175,000.00 and purchases for the City to include laptops, improved software, website upgrades, vehicle purchases to ensure social distancing and thermal imaging for public buildings.

The agencies we will work with for these assistance programs will be United Way, Action Pact and the Business Innovation Group. After some discussion small business assistance to award up to \$7,500.00, Renal/Mortgage assistance will be based on the need with no limit on income. We will come back with agreements to work with these agencies. For the rapid testing, we will have an agreement with South Georgia Family Medicine Associates, P.C. The City will

provide the space and Dr. John Gerguis will provide the personnel to do the test. We have been talking about getting 1,000 tests for the City with a total amount of \$175,000. We already have these tests done with East Georgia Healthcare Center in Swainsboro. The consensus was to agree to 500 tests and divide the remainder of those funds between rental/mortgage assistance, business assistance and utility assistance. Mr. Penny stated we need to crunch the numbers as they may change a little bit.

Mayor McCollar asked what Council would like to do about the mask mandate.

Councilmembers Venus Mack and Paulette Chavers stated we need to mandate masks.

Councilmember Phil Boyum stated he is ok with mandating mask but would like to change wording in Section 2 to read will remain in effect for 90 days and must be renewed by vote of council.

Councilmember Shari Barr stated it is time we pass a mask mandate as well.

Councilmember John Riggs stated he believes we need to make it mandatory, however would like to wait until the September 1st meeting to vote on this so he can review the document more.

A motion was made to approve an ordinance requiring the use of masks or face coverings in public during the COVID-19 outbreak amending section 2 to include “will remain in effect for 90 days and must be renewed by vote of council.”

RESULT:

Approved 4-1

MOVER:

Councilmember Phil Boyum

SECONDER:

Councilmember Shari Barr

AYES:

Boyum, Chavers, Mack, Barr

NAYS:

Councilmember John Riggs

Councilmember Phil Boyum stated he was absent from the last meeting due to being out of town, he was going to join via zoom but was unable to attend via zoom due to a power outage. During that meeting, a vote was made to change the name of Lester Road, which is in my district to Coach Lee Hill Boulevard. This change was made without any public feedback or hearing. Over the past couple of weeks, calls have been coming in from constituents asking what is going on. Councilmember Boyum stated Coach Lee Hill was an integral part of the community and affected many young men over the course of his career. In the past when roads were renamed it would take anywhere from 12 to 18 months to inform the public and get their input. Councilmember Boyum suggested an alternative to rename Blue Devil Alley to Coach Lee Hill Way. There are five reasons for this one, it shows council can work together with solutions especially when we have residents complaining about the decisions we have made, two it puts a sign on Northside drive where it intersects with Savannah Avenue which is one of the busiest intersections in town, three the road leads directly into the basketball stadium which is named after Coach Hill, four it eliminates the negative effects on businesses and residents without having been informed or consented to the change. Most importantly Coach Lee Hill Way that road is where a majority of the buses and the students enter into school. What a better way to honor coach than to have generations of kids go in and out of that school and they enter school by Coach Lee Hill Way. That is not just a statement I am going to make a motion to that affect, we will open it up to discussion before I do.

Councilmember John Riggs stated he likes that idea, he would like to invite anyone who would like to come up and speak he would like to hear them. He stated to give everybody a couple of weeks and invite everyone September 1st.

Councilmember Paulette Chavers stated we already voted on this and it already passed we could have had some more public notice but I voted the way I wanted it to go it needs to stay the way it is.

Mayor Jonathan McCollar stated Coach Hill dedicated 44 years of his life to thousands of young people within this community and what better way to show him the respect he deserves than to name the road that his high school of 44 years that he served at be renamed after Coach Hill.

Councilmember Venus Mack stated that both Mayor McCollar and Councilmember Boyum made good points, and thinks that moving forward we do need to have more time to consider things like this.

Councilmember Shari Barr stated that we did not contact enough people or give them the opportunity to express, not only the people who have to change their address, but the others that said wouldn't it be nice to do something else. She offered a resolution to defer action for 2 weeks or 4 weeks, so that we have time to hear from more people. Chavers stated we need to leave change in place but to put into an ordinance that moving forward we need to get input from the public before renaming any road

A motion was made to direct the City Attorney to draft an ordinance that puts together some kind of a process for renaming streets.

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

Councilmember Venus Mack commented on the Marc Wilson trial that is going on stating we need to pray for both of the parents involved in this situation. We need to pray for justice for Marc Wilson.

11. City Managers Comments: None

12. Public Comments (General)

A) Nat Harwell

Nat Harwell addressed Mayor and Council about his concerns of vaping inside restaurants and the affects it may have on others. Mr. Harwell stated there is no statewide ordinance against vaping in a restaurant or a bar, however Chatham County, Pooler and Savannah have issued local ordinances prohibiting vaping inside a bar or restaurant. Please consider this option for the City of Statesboro.

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

At 7:32 pm a motion was made to enter into Executive Session

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

At 7:55 pm motion was made to exit Executive Session

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Phil Boyum

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

Mayor McCollar called the meeting back to order with no action taken in executive session.

14. Consideration of a Motion to Adjourn

A motion was made to adjourn

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Venus Mack

AYES:

Boyum, Chavers, Mack, Riggs, Barr

NAYS:

The meeting was adjourned at 7:55 pm



PUBLIC HEARING MINUTES

September 08, 2020 9:00 am

A Public Hearing was held on September 8th, 2020 at 9:00 a.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2020 millage rate of 7.308 for property taxes.

Present was Mayor Jonathan McCollar, Council Member Shari Barr, City Manager Charles Penny, City Attorney Cain Smith, Police Chief Mike Broadhead, Public Information Officer Layne Phillips and City Clerk Leah Harden.

Also present was City Employees, news media and one concerned citizen

Mayor Jonathan McCollar called the meeting to order.

There was no one to speak for or against the proposed 2020 millage rate.

There was no action taken.

The meeting was adjourned at 9:15 a.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



PUBLIC HEARING MINUTES
September 08, 2020 6:00 pm

A Public Hearing was held on September 8th, 2020 at 6:00 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2020 millage rate of 7.308 for property taxes.

Present were Council Members Shari Barr and Phil Boyum, City Manager Charles Penny, City Attorney Cain Smith, Police Chief Mike Broadhead, Public Information Officer Layne Phillips and City Clerk Leah Harden.

Also present was City Employees and news media.

Council Member Phil Boyum called the meeting to order.

There was no one to speak for or against the proposed 2020 millage rate.

There was no action taken.

The meeting was adjourned at 6:10 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 9/9/2020

RE: Exemption to open container for Live In The Boro DBA The Blue Room

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6-17 (d):

Exemptions to open container prohibition.

(1) Any person shall have standing to request, and only the mayor and city council shall have authority to grant exemptions from the prohibitions contained in subsection 6-17 (c) for events occurring in the city. Any exemption shall be by resolution and clearly define the date, time and boundary area for such an exemption, and shall include any and all terms conditions deemed appropriate by the mayor and city council to maintain public safety and welfare.

(2) An application for an exemption to the open container prohibition shall be filed at least 20 days prior to the event on a form prescribed by the city clerk. The application shall be reviewed by the city manager, or his designee, who shall consult with appropriate departments heads to determine the cost of the proposed exemption on city services. The city manager shall calculate this cost and report same to the mayor and city council. The mayor and city council shall, by motion, make a finding as to the cost of the proposed exemption on city services.

(3) If the mayor and city council approve an exemption to the open container prohibition as provided in this section, a condition precedent to the city clerk issuing a permit for this exemption shall be the payment to the city of the cost of the proposed exemption on city services.

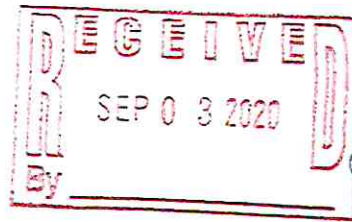
(4) Any exemption granted pursuant to this subsection shall only constitute an exemption from the open container restrictions contained in this chapter. Any exemption granted pursuant to this subsection shall not be construed to permit any activity or conduct that is inconsistent with the other provisions contained this chapter, or any other provisions of state, federal or local law that may otherwise apply to the applicant or licensee.

Recommendation: Public Works, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Venus Mack, District 3

Attachments: Application & Department Approvals



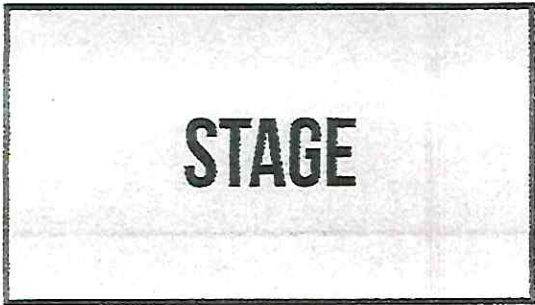
City Of Statesboro
50 E Main St • P.O. Box 348
Statesboro, GA 30458
P:912-764-5468 • F:912-764-4691
www.statesboroga.gov

**APPLICATION FOR SEC. 6-17(D) EXEMPTIONS TO OPEN CONTAINER
PROHIBITION**

20 DAY NOTICE IS REQUIRED BEFORE THE EVENT

****You must attach an 8.5 X 11" map of the area being closed off****

1. Date of application: August 26th, 2020
2. Name of applicant: Live in the Baro DBA The Blue Room / William Bridwell (Partner)
3. Applicant's physical address: 1830 Chandler Rd, Statesboro, GA 30458 (business)
(Residence)
4. Applicant's phone number: (205) 296-4520
5. Date of event: Saturday, September 19th, 2020
6. Time of event: 12:00pm until 1:30am
7. Location of event: The Blue Room / 1830 Chandler Rd, Statesboro, GA 30458
8. Type of event (detailed description): GSU gameday tailgate w/ social distancing
9. Products to be served: ☒ Beer ☒ Wine ☒ Liquor
10. Description of the area, including the size and the maximum number of persons for such area:
The entire parking lot of The Blue Room (in addition to normal inside business)
 - Parking lot: 12,312 sq ft
 - Typical outdoor non seated assembly fire code (1 sq ft/person): $12,312 \div 7 = 1,758$ cap
 - COVID 35% capacity guidelines: $1,758 \times .35 = 615$ max capacity



EXIT ONLY
(SIDE STAGE
ACCESS)

BARRICADES

BACKYARD AREA

TIKI BAR

PORT-A-POTTY

THE BLUE ROOM

MAIN ENTRY / SECURITY

X

EXIT ONLY

COVERED PORCH

GREEN ROOM

BUS PARKING



Parking lot: 12,312 sq ft

- Typical outdoor non-seated assembly fire code (7 sq ft/person):
 $12,312 \text{ sq ft} \div 7 = 1,758 \text{ capacity}$
- COVID 35% capacity guidelines:
 $1,758 \times .35 = 615 \text{ max capacity}$

CONCESSIONS

MERCH

EVENT/TICKET
EXIT



BARRICADES

EVENT/TICKET
ENTRANCE

VIP
WILL CALL



EXIT

ENTRANCE

CHANDLER RD.

The Blue Room
1830 Chandler Rd
9/19/2020
12pm-1:30am

Please enter your recommendations and comments with your full name.

Exemptions To Open Container Prohibition

Department Full Name Recommendation Comments

Fire Department	Fallon Brown	Approve	
Public Works	John Washington	Approve	
Police	Mike Broadhead	Approve	
Legal	Cain Smith	Approve	

RESOLUTION 2020-25: A RESOLUTION SETTING THE MILLAGE RATE FOR AD VALOREM (PROPERTY) TAXES FOR THE 2020 CALENDAR YEAR FOR THE CITY OF STATESBORO, GEORGIA AT 7.308.

THAT WHEREAS, cities in Georgia rely upon the ad valorem (property) tax as one of the major sources of revenue to finance general government operations and capital outlay acquisitions; and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia authorizes cities to levy an ad valorem tax, and details the requirements necessary to do so; and

WHEREAS, the City of Statesboro has complied with those requirements, including the advertisement of the proposed millage rate and a five-year history of levies; percentage increases; and whether a rollback of the millage rate was required; and

WHEREAS, after careful consideration of the FY 2021 Operating Budget and Capital Budget, the growth in the tax digest from new construction, and the recommendation from the City Clerk that the millage rate be set at the same rate as the prior tax year;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia assembled this 15th day of September 2020, as follows:

Section 1. That the millage rate for ad valorem (property) tax purposes for calendar year 2020 is hereby set at 7.308 mills on all of the taxable real and personal property within the corporate limits of the City of Statesboro, Georgia, after applying all legal exemptions, credits, tax relief grants, and similarly authorized deductions.

Section 2. The City Clerk is hereby authorized, empowered, and directed to have the necessary tax bills prepared and mailed, and to use any and all statutorily-approved methods to collect said property taxes in a timely manner.

Passed and adopted this ____ day of _____, 2020.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny

From: Leah Harden, City Clerk

Date: August 27, 2020

Re: September 15, 2020 City Council Agenda Item

Policy Issue: N/A

Recommendation: N/A

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

Budget Impact: Taxes would be waived in the amount of \$25,182.93 for the FY2019 on Butler Homes, Groover Homes, Cone Homes and Braswell Homes. These low income housing developments are managed by the Statesboro Housing Authority.

Council Person and District: Groover Homes, Cone Homes and Braswell Homes – Councilmember Phil Boyum – District 1; Butler Homes - Councilmember Paulette Chavers, District 2.

Attachments: Resolution 2020 - 26

RESOLUTION 2020 - 26: A RESOLUTION AUTHORIZING THE WAIVER OF ANY PAYMENT IN LIEU OF TAXES (PILOT) BY THE STATESBORO HOUSING AUTHORITY TO THE CITY OF STATESBORO FOR FY2019

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 FY2019, with the \$25,182.93 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 \$25, 182.93 due to the City for the 2019 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 September, 2020.

CITY OF STATESBORO, GEORGIA

BY: _____

Jonathan McCollar, Mayor

ATTEST: _____

Leah Harden, City Clerk

The Housing Authority of the
City of Statesboro, Georgia

Thomas L. Armstrong
Albert M. Braswell III
Jim Davis

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 18, 2020

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 2019.

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,



Thomas L. Armstrong
Chairman, Board of Commissioners
Statesboro Housing Authority

**Computation of Payments
in Lieu of Taxes**

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

3/31/2020

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)	\$	271,379.60	
2. Tenant Revenue Other (FDS Line 704)		10,316.80	
3. Total Rental Charged (Lines 1 & 2)			
4. Utilities Expense (FDS Line 931 - 939)	\$		281,696.40
5. Shelter Rent Charged (Line 3 minus Line 4)	\$		23,205.08
			258,491.32

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)	\$	258,491.32	
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year	\$		24,711.02
3. Less: Tenant Bad Debt Expense (FDS Line 964)	\$		4,098.74
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year	\$		27,274.27
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)	\$		251,829.33

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)**	\$	25,182.93	
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: 5/14/20	Date:

Previous Editions are Obsolete Page 1 of 1 Form HUD - 52267 (8/2005)

RESOLUTION 2020-27: A RESOLUTION TO ADOPT THE FIRST AMENDMENT
TO THE SIX-YEAR CAPITAL IMPROVEMENTS PROGRAM FOR THE FISCAL
YEAR 2020-2021 THROUGH 2025-2026 FOR THE CITY OF STATESBORO,
GEORGIA.

THAT WHEREAS, the City of Statesboro's Six-Year Capital Improvements program was adopted by the City Council on June 16, 2020

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

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

Section 1. That the proposed project to the Six-Year Capital Improvements Program, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Amendment to the Six-Year Capital Improvements Program for the City's Fiscal Year 2021.

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

Adopted this 15th day of September, 2020.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

CIP Amendment Attachment #1

Project Number	Project Description	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	TOTALS
ENG-122	Sidewalk Projects	\$792,775						\$792,775
ENG-123	Intersection Improvements	\$459,252						\$459,252
ENG-128	Resurfacing or Rehabilitating Streets	\$394,282						\$394,282
FMD-5	Computer/Diagnostics Carryover	\$10,000						\$10,000
FMD-12	Fleet Maintenance Truck Replacement	\$30,000						\$30,000
FMD-20	Pave Shop Prking Lot	\$100,000						\$100,000
FMD-37	Motorpool Vehicle Replacement	\$35,000						\$35,000
NGD-58	CNG Station - SPLOST	\$39,645						\$39,645
NGD-58	CNG Station - Operating	\$250,000						\$250,000
NGD-66	Pave Parking Lot at Hill Street Equipment Shelter	\$58,800						\$58,800
NGD-76	Natural Gas and Water/Sewer Office Roof Repair	\$25,000						\$25,000
NGD-82	Tormenta Way Development	\$91,900						\$91,900
NGD-85	2019 CDBG Utility Upgrade	\$65,000						\$65,000
NGD-86	Comprehensive City Gas Pressure Study	\$32,410						\$32,410
STM-12	Johnson Street Culver Replacement	\$166,174						\$166,174
STM-16	Side Arm Mower Replacement	\$75,000						\$75,000
STM-27	Donnie Simmons Detention	\$500,000						\$500,000
STM-35	Morris Street Drainage Improvements	\$266,419						\$266,419
STS-105	Bucket Truck	\$145,000						\$145,000
SWC-9	Commercial Front Loading Garbage Truck	\$325,000						\$325,000
SWC-30	Renovations to Sanitation Building	\$35,000						\$35,000
SWC-31	Red Iron Paint for Shelters	\$45,000						\$45,000
SWD-10	Inert Landfill Drainage Improvements	\$28,000						\$28,000
SWD-12	Inert Landfill Cover	\$25,000						\$25,000
SWD-22	Expnasion and Renovation of Transfer Station	\$150,000						\$150,000
WWD-14	Upgrade Sewer	\$553,865						\$553,865
WWD-32F	Cawana/Burkhalter Road Area W/S Extension	\$101,485						\$101,485
WWD-65	Phase II Paving at WWTP	\$62,080						\$62,080
WWD-127	Pave Parking Lot at Hill Street Equipment Shelter	\$60,210						\$60,210
WWD-151	UV Disinfection System	\$207,490						\$207,490

CIP Amendment Attachment #1

Project Number	Project Description	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	TOTALS
WWD-155	Extend Water and Sewer within I-16 Industrial Park	\$220,000						\$220,000
WWD-163	Natural Gas and Water/Sewer Office Roof Repair	\$25,000						\$25,000
WWD-172	2019 CDBG Utility Upgrade	\$250,000						\$250,000
WTP-7	Replace Influent Pumps (WWTP)	\$342,115						\$342,115
WWD-169	Upgrade Aeration Blower System (WWTP)	\$742,115						\$742,115
WWD-176	Replace WWTP Programming Logic Controls	\$90,000						\$90,000
	Grand Total	\$6,799,017	\$0	\$0	\$0	\$0	\$0	\$6,799,017

RESOLUTION 2020-28: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2021 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 First 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 First Budget Amendment for Fiscal Year 2021;

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 First Budget Amendment for the City's Fiscal Year 2021 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 15th day of September, 2020.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

ATTACHMENT #1

FY 2021 FIRST BUDGET AMENDMENT

100 General Fund:

- No Changes.

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:

- No Changes.

Net effect on Fund is: None.

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.

323 2013 SPLOST Fund:

- Increase Expenditure for STM-12 Johnson Street Culvert Replacement by \$166,174. Carry forward project from FY2020.
- Increase Expenditure for STM-27 Donnie Simmons Detention Facility by \$500,000. Carry forward project from FY2020.
- Increase Expenditure for STM-35 Morris Street Drainage Improvements by \$266,419. Carry forward project from FY2020.
- Increase Expenditure for SWC-9 for Commercial Front Loading Garbage Truck by \$325,000. Carry forward project from FY2020.
- Increase Expenditure for NGD-58 CNG Station by \$39,645. Carry forward project from FY2020.

- Increase Expenditure for WWD-14, Upgrade Sewer by \$553,865. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Fund Balance by \$1,851,103.

324 2018 TSPLOST Fund:

- Increase Expenditure for STS-105 Bucket Truck by \$145,000. Carry forward project from FY2020.
- Increase Expenditure for ENG-122 Sidewalk Projects by \$792,775. Carry forward project from FY2020.
- Increase Expenditure for ENG-123 Intersection Improvements by \$459,252. Carry forward project from FY2020.
- Increase Expenditure for ENG-128 Resurfacing or Rehabilitating Streets by \$394,282. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Fund Balance by \$1,791,309.

350 Capital Improvements Program Fund:

- No Changes.

Net effect on Fund is: None.

505 Water and Sewer Fund:

- Increase Expense on the Cash Flow Statement for WWD-32F Cawana/Burkhalter Road Area W/S Extension by \$101,485. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-65 Phase II Paving at WWTP by \$62,080. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-127 Pave Parking Lot at Hill Street Equipment Shelter by \$60,210. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-151 UV Disinfection System by \$207,490. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-155 Extend Water and Sewer within I-16 Industrial Park by \$220,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-163 Natural Gas and Water/Sewer Office Roof Repair by 25,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WTP-7 Replace Influent Pumps by \$342,115. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-169 Upgrade Aeration Blower System (WWTP) by \$742,115. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-172 by \$250,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for WWD-176 Replace WWTP Programming Logic Controls by \$90,000. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Cash by \$2,100,495.

507 StormWater Fund:

- Increase Expense on the Cash Flow Statement for TM-16 Side Arm Mower Replacement by \$75,000. Carry forward project from FY2020.

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

515 Natural Gas Fund:

- Increase Expense on the Cash Flow Statement for NGD-58 CNG Station by \$250,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for NGD-66 Pave Parking Lot at Hill Street Equipment Shelter by \$58,800. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for NGD-76 Natural Gas and Water/Sewer Office Roof Repair by \$25,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for NGD-82 Tormenta Way Development by \$91,900. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for NGD-85 2019 CDBG Utility Upgrade by \$65,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for NGD-86 Comprehensive City Gas Pressure Study by \$32,410. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Cash by \$523,110.

541 Solid Waste Collection Fund:

Commercial Division

- No Changes.

Residential Division

- Increase Expense on the Cash Flow Statement for SWC-30 Renovations to Sanitation Building by \$35,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for SWC-31 Red Iron Paint for Shelters by \$45,000. Carry forward project from FY2020.

Rolloff Division

- No Changes.

Yardwaste Division

- No Changes.

Net effect on Fund is: Decrease in Cash by \$80,000.

542 Solid Waste Disposal Fund:

- Increase Expense on the Cash Flow Statement for SWD-10 Inert Landfill Drainage Improvements by \$28,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for SWD-12 Inert Landfill Cover by \$25,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for SWD-22 by \$150,000. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Cash by \$203,000.

601 Health Insurance Fund:

- No Changes.

Net effect on Fund is: None.

602 Fleet Management Fund:

- Increase Expense on the Cash Flow Statement for FMD-5 by \$10,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for FMD-12 by \$30,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for FMD-20 by \$100,000. Carry forward project from FY2020.
- Increase Expense on the Cash Flow Statement for FMD-37 by \$35,000. Carry forward project from FY2020.

Net effect on Fund is: Decrease in Cash by \$175,000.

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

605 Central Service Fund:

- No Changes.

Net effect on Fund is: None.

CITY OF STATESBORO



COUNCIL

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

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

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

To: Charles Penny, City Manager

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

Date: September 8, 2020

RE: Road & Right-of-Way (R/W) Dedication
Tormenta Way

Policy Issue: Subdivision Regulations

Recommendation:

Staff recommends approval of the road and right-of-way dedication for Tormenta Way. Request consideration of a motion for Council to authorize the Mayor to execute the attached resolution authorizing the Mayor to accept the road and right-of-way on behalf of the City of Statesboro.

Background:

The property surrounding the proposed roadway was part of the Old Register Redevelopment Plan created in 2018 for the Old Register TAD. The redevelopment plan included public infrastructure which included the limits of road construction of Tormenta Way. The developer now desires to dedicate this road, Tormenta Way, to the City of Statesboro. The property surrounding the roadway is soon to be retail and commercial development.

Budget Impact:

The City of Statesboro will maintain the roadway and limits of right-of-way. No funds will be required in FY2021.

Council Person and District:

Venus Mack, District 3

Attachments:

Proposed Resolution
Request for Dedication
Deed and Plat

RESOLUTION 2020-29:

**RESOLUTION ACCEPTING RIGHT OF WAY OF TORMENTA WAY AS A PUBLIC STREET
TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.**

THAT WHEREAS, JGR Development, LLC is the owner of the street segment known as Tormenta Way and wishes to convey said street to the City of Statesboro; and

WHEREAS, with the planned growth of the surrounding area, the City believes it is in the best interest of the public for this road to be a public street, owned and maintained by the City;

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

Section 1. That Tormenta Way is hereby formally accepted for dedication by the City of Statesboro, Georgia as a public street and right-of-way to be owned and maintained by the City of Statesboro.

Section 2. That this resolution authorize and direct the Mayor of the City of Statesboro, Georgia to accept the dedication of the above described property by virtue of a right of way deed.

Section 3. All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, Georgia, and in the City of Statesboro, containing 4.432 acres and being the proposed on hundred (100') foot public right-of-way as shown on a plat prepared by Maxwell-Reddick and Associates, Inc., dated July 29, 2020, bearing the seal and signature of John A. Dotson, GA RLS 2500 and recorded in Plat Book 68, Page 258, Bulloch County Records. The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

Section 4. That this Resolution shall be and remain effective from and after its date of adoption.

APPROVED AND ADOPTED this ____ day of _____, 2020.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

Request for Street Dedication

The undersigned developer requests to dedicate to the City of Statesboro the STREET described below:

Street Name: Tormenta Way (100' R/W)

Starting Point: Beginning on the eastern right-of-way of Old Register Road (Plat Book 68, Page 234).

Ending Point: Ending on the western right-of-way of proposed Akins Boulevard Extension (Plat Book 68, Page 256).

Length (in feet): Centerline distance 1913.96 feet R/W contains 4.432 acres

Name of Subdivision:

Plat Book and Page Number: Plat Book 68, Page 258

I fully understand and agree that the street described above becomes a City maintained street only after the City approves my dedication request and declares to accept it as part of the City street system.



Owner/Developer/Authorized Agent

9-4-2020

Date

RETURN TO:
Cain Smith
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

RIGHT-OF-WAY DEED

THIS INDENTURE made this _____ day of _____, 2020 between JGR DEVELOPMENT, LLC, hereinafter called Grantors, and THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, all the following described property, to-wit:

All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, Georgia, and in the City of Statesboro, containing 4.432 acres and being the proposed one hundred (100') foot public right-of-way as shown on a plat prepared by Maxwell-Reddick & Associates, Inc., dated July 29, 2020, bearing the seal and signature of John A. Dotson, GA RLS 2500 and recorded in Plat Book 68, Page 258, Bulloch County Records. The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

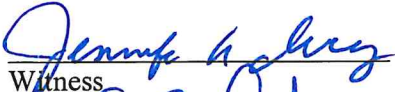

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

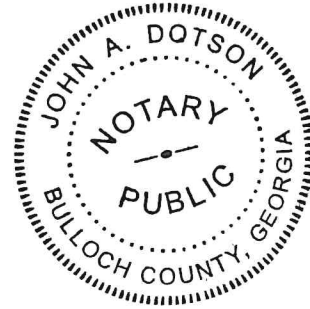
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year
above written.

GRANTOR:


By: Darin Van Tassell,
JGR DEVELOPMENT, LLC.

Signed, sealed and delivered
in the presence of:


Witness

Notary Public



GRANTEE:

MAYOR AND CITY COUNCIL OF STATESBORO

Jonathan M. McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

Signed, sealed and delivered
in the presence of:

Witness

Notary Public



Bulloch County 911 Addressing

Post Office Box 1421 • Statesboro, Georgia 30459 • (912) 764-0189 • FAX (912) 764-3142

Paul Conner
GIS Coordinator

September 3, 2020

City of Statesboro Engineering Department
50 East Main Street
Statesboro, Georgia 30458

Attention: City Engineer

The Bulloch County Tax Assessor Address Coordinator received the following names for consideration:

Complex Name:

Street Names for Addressing: TORMENTA WAY

Requestor: JGR Development, LLC – Darin Van Tassell
Phone: 912-687-2526
FAX:
Parcel: 076 000001 000

There are no conflicts or duplications with any other complex names or subdivisions within the county or city. The approved names are on the proposed status for 36 months from the date of this letter. Thank you!

Sincerely,

Shannon K. Hill
Addressing Coordinator

GENERAL NOTES:

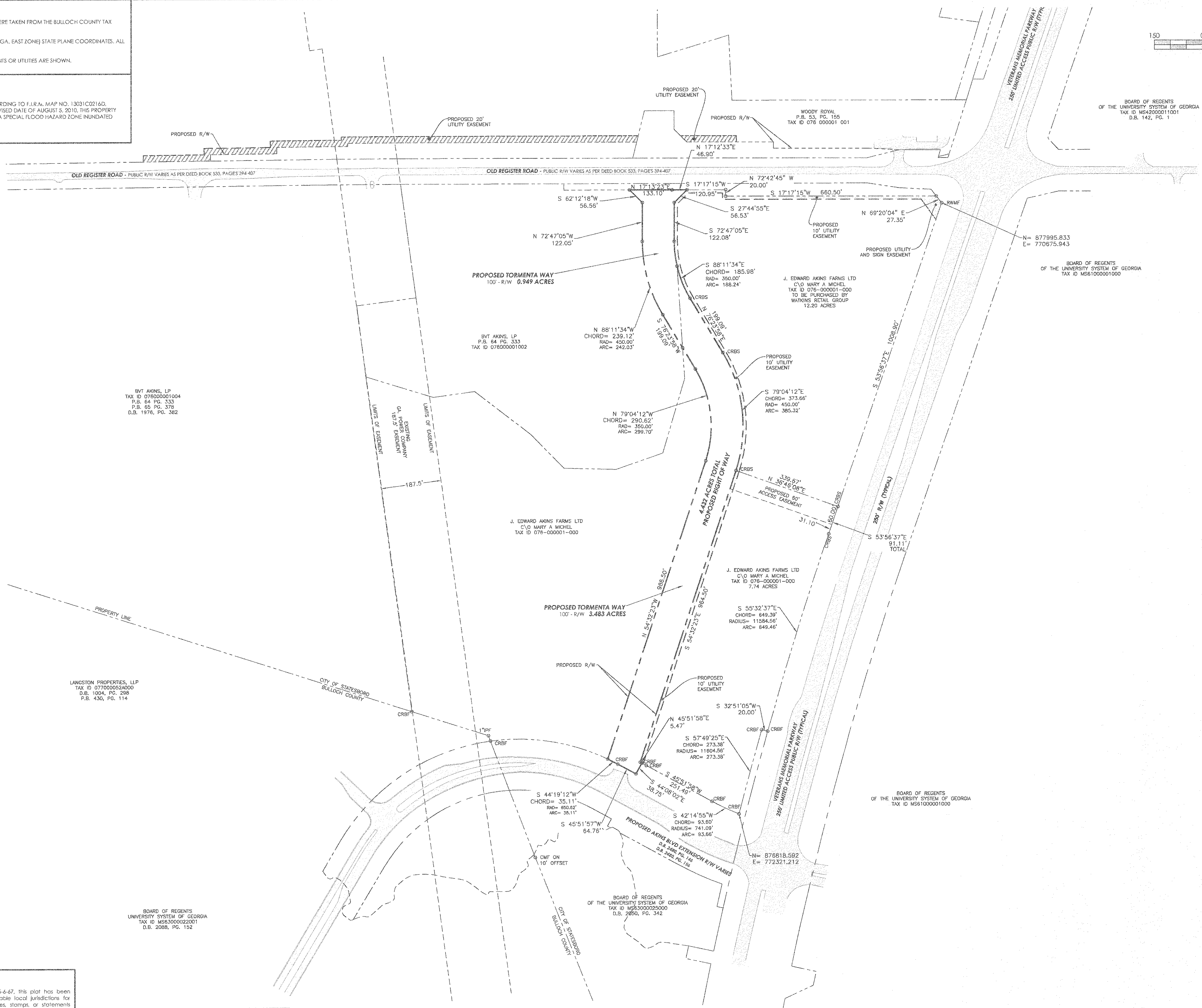
1. OWNERS AND TAX ID. NUMBERS WERE TAKEN FROM THE BULLOCH COUNTY TAX ASSESSORS WEB SITE.
2. THIS DRAWING BASED ON NAD83 (GA. EAST ZONE) STATE PLANE COORDINATES. ALL DISTANCES SHOWN ARE GROUND.
3. NO ABOVE GROUND IMPROVEMENTS OR UTILITIES ARE SHOWN.

FLOOD ZONE NOTE

IN MY PROFESSIONAL OPINION, ACCORDING TO F.L.R.M. MAP NO. 13031C0216D, PANEL NO. 216, WITH AN EFFECTIVE REVISED DATE OF AUGUST 5, 2010, THIS PROPERTY LIES WITHIN "ZONE "X". "ZONE "X" IS NOT A SPECIAL FLOOD HAZARD ZONE INUNDATED BY THE 100-YR. FLOOD.

IN MY PROFESSIONAL OPINION, ACCORDING TO F.I.R.M. MAP NO. 13031C0216D, PANEL NO. 216, WITH AN EFFECTIVE REVISED DATE OF AUGUST 5, 2010, THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS NOT A SPECIAL PRIORITY HAZARD ZONE UNINUNDED BY THE 100-YR. FLOOD.

- PLAT BOOK 67, PAGE 521
- PLAT BOOK 55, PAGE 58
- PLAT BOOK 64, PAGE 446
- PLAT BOOK 63, PAGE 333
- PLAT FOR RUBY S. DEAL ESTATE OF 28.729 ACRES DATED OCTOBER 11, 2000 BY LAMAR O. REDDICK & ASSOCIATES LAND SURVEYORS
- PLAT FOR BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA OF 108.6 ACRES DATED JUNE 27, 1991 BY JAMES M. ANDERSON & ASSOCIATES
- PLAT OF 8 PARCELS CONTAINING 303.36 ACRES DATED APRIL 27, 2010 BY JEFFREY WAYNE MOCK



THE FOLLOWING GOVERNMENTAL OFFICIALS HAVE APPROVED THIS PLAN FOR FILING:

Signature of Mayor _____ Mayor Date 8/28/2020

Signature of Planning and Zoning Director _____ Planning and Zoning Director Date 8/28/2020

BOARD OF REGENTS
UNIVERSITY SYSTEM OF GEORGIA
TAX ID MSB3000022001
D.B. 2088, PG. 152

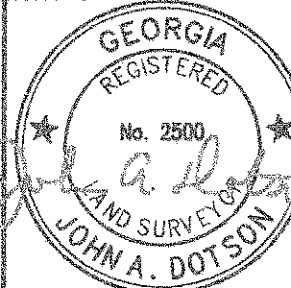


ENGINEERING &
LAND SURVEYING
40 JOE KENNEDY BLVD.
STATESBORO, GA 30458
(912) 489-7112 OFFICE
(912) 489-7125 FAX

11605 HAYNES BRIDGE
RD. SUITE 475
ALPHARETTA, GA 30009
(404) 693-1618 OFFICE

John A. Dotson
John Dotson - GA, RLS #2500

07-29-2020
Date



POB	=	POINT OF BEGINNING
POC	=	POINT OF COMMENCING
CRBF	=	CAPPED REBAR FOUND
CRBS	=	CAPPED REBAR SET
RBF	=	REBAR FOUND
GRF	=	GROUND ROD FOUND
PKNF	=	P.K. NAIL FOUND
IPF	=	IRON PIPE FOUND
CMF	=	CONCRETE MARKER FOUND
RWMF	=	RIGHT OF WAY MARKER FOUND

THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT
OF AN INVESTIGATION OR SEARCH FOR EASEMENTS,
ENCUMBRANCES OR OTHER FACTS OF RECORD.

DRAWN BY: JTD
FIELD WORK: 12-18-2018
DATE: 07-29-2020
JOB NO.: 2018-120
SCALE: 1" = 150'

```
PRECISION DATA:
E.O.C. FIELD      1 / 44.282'
ERROR PER ANGLE   00° 00' 00.7"
ADJ. METHOD        NETWORK LEAST SQUARE
E.O.C. PLAT       1.157.035
```

FIELD EQUIPMENT
MAGNETIC LOCATOR
TRIMBLE ACCESS
TRIMBLE \$8

RIGHT-OF-WAY PLAT
OF TORMENTA WAY (PROPOSED)
PREPARED FOR
JGR DEVELOPMENT, LLC
LOCATED IN THE 1209TH G.M.D.,
BULLOCH COUNTY, CITY OF STATESBORO, GA

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: September 9, 2020

RE: September 15, 2020 City Council Agenda Items

Policy Issue: *Consideration of amended Development Agreement with JGR Development allowing for final disbursement of \$1,155,404.10 for paid or outstanding invoices with an additional \$250,000 retained by City for payment of final costs as approved by City Manager.*

Recommendation: N/A

Background: Mayor and Council have approved multiple revisions of this development agreement with same developer. Agreement before Council today would allow for final disbursement for both paid and incurred invoices and retainage of \$250,000 to cover any final "punch list" items at City Manager's discretion

Budget Impact: None

Council Person and District: Venus Mack, District 3

Attachments: Proposed development agreement

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

JGR DEVELOPMENT, LLC

For Old Register Tax Allocation District

Public Infrastructure

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DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the 19th day of May, 2020, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and JGR Development, LLC, a limited liability company, as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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 as contemplated in the Redevelopment Plan shall be modified so that the “Extension” shall intersect with Board of Regents’ proposed extension of Akins Boulevard. Developer shall coordinate with Board of

Regents and City as to the appropriate point of intersection and extent of Extension construction. Developer shall complete Extension as far as is possible under the circumstances of Board of Regents' Akins Road project.

"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) Developer may submit an additional Requisition to City upon paid Advances totaling \$1,000,000 (one million dollars) toward construction and installation of the Public Infrastructure. Developer shall convey a fee simple interest in all rights of ways.
- (c) Developer may submit an additional Requisition to City upon paid Advances totaling \$500,000 (five hundred thousand dollars) toward construction and installation of the Public Infrastructure. Developer shall convey a fee simple interest in all rights of ways.

(d) Upon the In-Service Date and delivery of the certification required by Section 4.1(d), Developer will submit a Requisition to City for an amount up to \$1,155,404.10. 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 this Requisition shall not exceed the Reimbursement Costs and the amount of outstanding completed invoices to be paid by Developer. Developer shall pay any submitted outstanding invoices within five business days of receipt of funds from the City.

(e) City shall withhold \$250,000 as a retainage to cover final future invoices paid by Developer to be dispensed by City to Developer upon approval by the City Manager. The number of payments made from this retainage shall not be limited and shall be at the sole discretion of the City Manager.

(f) 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.

(g) 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.

(h) 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.

(i) In no event shall Disbursements to Developer exceed a sum total of \$5,250,000 (five million two hundred and fifty thousand dollars), less amount of costs incurred by City relating to issuance and closing of TAD Bonds or other alternative financing.

(j) In no event shall City make more than four Disbursements to Developer.

(k) 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 Leah Harden, City Clerk

JGR Development, LLC

Darin Van Tassell, Managing Member

SCHEDULES

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

SCHEDULE D

PUBLIC INFRASTRUCTURE PROJECT BUDGET

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

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

SCHEDULE E
FORM OF REQUISITION
OLD REGISTER TAX ALLOCATION DISTRICT

Requisition No. ____

Date of Requisition: _____, 20__.

TO:

Attention:

Facsimile:

PROJECT:
Public Infrastructure

DEVELOPER:

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

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

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

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

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

DEVELOPER'S CERTIFICATIONS

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

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

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

Submitted by:

DEVELOPER

By: _____
Its: _____

Approved:

CITY OF STATESBORO, GEORGIA

By: _____
Its: _____

SCHEDULE G

SOURCES AND USES STATEMENT

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

Uses are as described in the Development Agreement.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Mayor and City Council

From: Timothy E. Grams

Date: 9-8-2020

RE: Mutual Aid Agreement with City of Swainsboro regarding Fire Protection

Policy Issue: N/A

Recommendation: Approval – Execution requires Mayor and City Managers signatures.

Background: Staff received a request from the City of Swainsboro to update a Mutual Aid Agreement for Fire Services. Agreement was reviewed by staff and recommends approving agreement.

Budget Impact: N/A

Council Person and District: All

Attachments:

- Copy of Mutual Aid Agreement provided by the City of Swainsboro.

CONTRACT

MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS OF STATESBORO, GA. & THE CITY OF SWAINSBORO, GA.

This Agreement made and entered into this the first day of August, 2020 to extend an agreement by and between the Mayor and Council of the **City of Statesboro, Georgia** and Mayor and Council of the **City of Swainsboro Georgia**; WITNESSETH: It is the purpose of this agreement to secure to each of the parties hereto and to pledge mutual aid in the protection of life and property from fire, and in firefighting;

It is agreed that:

1. Upon a request of a representative of the **City of Statesboro, Georgia**, by a representative of the **City of Swainsboro, Georgia**, firefighting equipment and personnel of **City of Statesboro** Fire Department will be dispatched to any point within the area for which the **City of Swainsboro** normally provides fire protection, as designated by the representative of the Fire Department of the **City of Swainsboro**.
2. Upon request to a representative of the **City of Swainsboro** by representative of the **City of Statesboro**, firefighting equipment and personnel of the **City of Swainsboro** Fire Department will be dispatched to any point within the area for which the Fire Department of the **City of Statesboro** normally provides fire protection, as designated by the representative of the **City of Statesboro**.
3. Any dispatch of equipment and personnel pursuant to the agreement is subject to the following conditions:
 - (a) Any request for aid hereunder by either party shall include a statement of the amount and type of equipment and of personnel needed and shall specify the location to which the personnel and equipment are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization at the time of request.
 - (b) The responding organization shall report to the fire officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official until officially released.
 - (c) The responding organization shall be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.
4. Each party to this agreement waives and renounces all claims against the other party for compensation for any loss, damage of personal injury or death occurring as a consequence of the performance of any of the conditions of this agreement.
5. Neither party shall be reimbursed by the other party for any cost incurred pursuant to this agreement.
6. All equipment used by the responding organization in carrying out the terms of this agreement will at the time of action hereunder, be owned by it, and personnel acting for the responding organization will at the time of such action be an employee or volunteer member of the fire department of the responding organization and familiar with the use and operation of the responding equipment.

7. The term of this agreement shall be until such time as (a) it is superseded by a subsequent agreement or (b) either party shall notify the other party by registered U.S. Mail of intent to cancel the agreement. Such cancellation notice shall be received at least thirty (30) days prior to effective date of cancellation.

IN WITNESS WHEREOF, the **City of Statesboro, Georgia** and the **City of Swainsboro, Georgia** have caused these presents to be executed by its duly designated officers.

Signed, sealed and delivered
In the presence of:

Mayor and City Council of
The City of Statesboro

By: _____
Notary Public

By: _____
Mayor-City of Statesboro

Date: _____

Attest: _____
Manager - City of Statesboro

SEAL

Signed, sealed and delivered
In the presence of:

Mayor and City Council of
The City of Swainsboro

By: _____
Notary Public

By: _____
Mayor-City of Swainsboro

Date: _____

Attest: _____
Administrator-City of Swainsboro

SEAL