



October 04, 2022 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 09-20-2022 Work Session Minutes
 - b) 09-20-2022 Council Minutes
 - c) 09-20-2022 Executive Session Minutes
5. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

Statesboro Entertainment Concepts LLC DBA Fifth Quarter Bar & Grill
67 Gata Dr
Statesboro, Ga 30458
License Type: Bar with Kitchen
6. Consideration of a motion to approve an Intergovernmental Agreement with Bulloch County Board of Commissioners for Geographic Information System (GIS) operation and maintenance.
7. Consideration of a motion to approve the award of a Department owned firearm to retiring Advanced Patrol Officer Justin Gawthrop.
8. Consideration of a motion to approve a Development Agreement with Statesboro Convention and Visitors Bureau to use \$135,000.00 in TAD funds for funding assistance for the Statesboro Main Street Farmers Market Building and Access Project within the South Main Tax Allocation District (TAD 1).
9. Consideration of a motion to approve a Development Agreement with West District Events OZ Business, LLC to use \$151,193.00 in TAD funds for funding assistance for the Foxhall Event Space in the West District within the South Main Tax Allocation District (TAD 1).
10. Consideration of a motion to award a contract for the Joe Brannen Hall and City Hall improvements project to BAK Builders in the amount of \$1,383,335.00. Funding will be from 2013 SPLOST and 2019 SPLOST.

11. Consideration of a motion to approve a contract with Y-Delta to construct a shelter extension for the maintenance shop at the Waste Water Treatment Plant in the amount of \$34,000. This project is budgeted in the amount of \$40,000 in FY 2023 CIP #WTP-13.
12. Consideration of a motion to approve Task Order #6 in the amount of \$49,840.00 with Goodwyn, Mills, and Cawood (GMC). This project will be paid from 2013 SPLOST funds.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
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
SEPTEMBER 20, 2022

Mayor & Council Work Session

50 East Main Street

4:00 PM

A Work Session of the Statesboro City Council was held on September 21, 2021 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.

1. Quarterly Financial Report

Director of Finance Cindy West presented the fourth quarter financial report of Fiscal Year 2022, reviewing the revenues and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Ms. West also reviewed the SPLOST and TSPLOST collections for Fiscal Year 2021 and 2022 stating there was an uptick in these collections. Additionally Hotel/Motel revenues have increased in FY 2022 compared to the previous FY 2021.

2. Police Department Training Video and Powerpoint

Statesboro Police Chief Mike Broadhead gave a presentation on the improvements to the Statesboro-Bulloch County Law Enforcement Training Center. Originally it was just a gun range. Then in 2019 the Statesboro Police Officers Foundation and the Bulloch County Sheriff's Office Foundation funded the construction of a new classroom with bathrooms and a kitchen facility. Since then the classroom has expanded to include a Judgmental Use of Force Training Simulator, a Defensive Tactics Room, and Force to Force Shoot House. The goal in all this is to make sure we are putting officers on the street who are well prepared for any circumstance. Three of the grants awarded to fund these improvements include the 2021 CJCC Grant for \$160,000.00, 2021 BJA Grant for \$10,014.00, and 2022 CJCC Grant for \$116,640.00. Chief Broadhead showed a short video of the training facility in action.

3. Housing Rehabilitation Program Updates and Processing

Planning and Housing Administrator, Justin Williams presented to Mayor and City Council the Housing Rehabilitation Program updates and processing. Last April the city began accepting applications for housing rehabilitation. The deadline for submission was June 23, 2022. We had a positive response and received 83 applications. Since that time Insight Planning & Development began conducting housing assessments for the houses that met initial income qualifications. Mr. Williams reviewed the Housing Assistance Policy stating that in Section V, the policy has set the rehab cost at \$50,000. However, we are finding the rehab cost are beyond that amount for a lot of these homes and they would be slated for reconstruction rather than rehab. The policy does have provisions within it to allow the city to do that, as well, as to provide relocation assistance for residents who may need it while their home is being built. There are program constraints as well, supply shortages and logistical issues. The cost for material is higher and there are roughly 28 homes slated for demolition and reconstruction which exceeds the estimated amount of \$50,000. Another program constraint is the shortage of contractors as this project is competing with other housing development projects within the

city. Mr. Williams presented a map of the Johnson Street neighborhood showing the homes that meet the criteria for rehabilitation as well as the ones recommended for reconstruction.

Currently the city's consultant for this project, Insight, is writing scopes of work for our bid packets and title searches have begun on 10 homes selected for rehabilitation. There are 11 homes in the Johnson Street area with a recommendation for demolition. In response to demolition needs staff is proposing an amendment to the Housing Assistance Policy by increasing the payback period for new construction.

City Manager Charles Penny stated because the houses are going to cost more instead of being able to repair those houses we are talking about replacement housing. So instead of \$50,000 we would have to invest \$120,000. The initial affordability period for rehabilitation is 5 years, reducing the amount by 20% each year. But for replacement housing the period of affordability could be stretched out at least 15 years. These are owner occupied properties we are talking about not investment properties.

Justin Williams presented two options we have for replacement housing. Stick built housing is one option with an estimated cost of \$145 to \$152 per square foot. We could use local contractors for construction and Insite has available plan sets to choose from. However contractor availability may be limited and residents will require relocation while their house is being built.

Councilmember Phil Boyum commented that with \$5 million would build about 25 houses which includes the cost for relocation while the house is being built.

Mayor Jonathan McCollar stated we aren't going to be able to fix places that have been neglected for generations in one swoop. We are just getting started with neighborhood revitalization. We have to start somewhere and it is a long term commitment.

Councilmember Paulette Chavers stated her thoughts are to take the funding to fix as many homes as we possibly can. With that we may have to cut down on the homes we do from the ground up and start with the low hanging fruit by fixing the \$50,000 homes to get them up and running and then look at the ones in need of replacement at a later date.

City Manager Charles Penny stated we could do just rehab and look at the CDBG money, CHIP funds for the replacement housing. The thing we are doing right now is establishing a track record because at this point we don't have one. Building a track record by either rehabbing homes or replacing homes gives us a better opportunity to receive funds when we apply for them.

Councilmember Venus Mack asked if a person's home needed to be replaced could they have an option to get the \$50,000 and put funds with it for the rest of the cost of reconstruction.

City Manager Charles Penny stated that in order for individuals to qualify for the program they had to income qualify. We are not talking about middle income families, they are low income with homes in these conditions. It is going to be a challenge, because if we can't do their replacement home they are still in a bad place. So the possibility of them being able to put up half is pretty slim.

There was continued discussion regarding this type of funding option. Staff will research further come back to update council about this funding option.

Direction was given to proceed with a focus on the \$50,000 rehabs in the current target area of the Johnson street neighborhood and to report to Council next March with the progress being made.

4. PUD & R-2 Presentation

Director of Planning and Development Kathy Field stated that last month staff was asked to present to the Statesboro Planning Commission two proposed zoning amendments. Amendments to the R-2 zoning district deals with changing the percentage of amenities space from 5% to 10% and adding additional amenity attributes, such as observation decks over storm water facilities, splash pads, walking trails, dog parks, and pervious surface encouragement. These amendments were brought to the Planning Commission for review and their recommendations are that staff check with other developments for samples of open space percentages. They are not sure if 10% is feasible as an overall percentage especially as it relates to the size of the development. They also do not recommend observation decks over storm water facilities as they could end up being poorly maintained or dry for part of the year. Staff took their comments and ran them by the City's

zoning consultant TSW. They proposed that lots under five acres in size, use a 5% requirement and lots of five acres or more in size, use the 10% requirement. In addition these areas should be treated as “high quality” open spaces.

Mayor Pro Tem Shari Barr stated she has no objection to removing the observation deck as that was an adjustment made to grant approval of the last two R-2 rezoning applications. And I understand it’s not really feasible as retention ponds may be dry sometimes. In addition after some research amenities space includes the items listed like the dog park and play area which are important and I would like us to require 10% there. However the greenspace is totally different that I don’t tend to worry as much about because the City’s tree ordinance requires new developments maintain a 35% tree canopy as well as requirement for 15% of green space.

Director of Planning and Development stated the green space requirement could be wetlands, ponds, and buffers anything not a building, sidewalk and parking areas. As part of the development review process all the different departments are invited to come forward to make sure their respective regulations are being enforced as part of the proposed development.

After further discussion direction was given to rename Sec. 2506-A to Amenity Space and to strike out “observation decks over storm water facilities” and “pervious service encouragement.”

Mrs. Field stated in past discussion council decided that the Planned Unit Development (PUD) should be reviewed by the Statesboro Planning Commission for their input. So after review the Planning Commission feels strongly that PUD’s should not be used to increase residential density rather they should only be used for mixed-uses, such as residential, commercial, and office. They also do not feel that mixed housing types such as townhomes, single family homes, or multifamily homes should qualify as a PUD. Lastly there was not support to institute a moratorium on PUD’s. The Planning Commission voted to recommend that City Council consider an amendment to the PUD ordinance to state the following: “a mixed-use requirement, encompassing the following uses must be included to apply under the PUD zoning district: commercial, residential and/or office.”

Mayor Pro Tem Shari Barr stated areas like Statesboro Pointe is a PUD because they are small habitat houses all close together and we don’t want to prohibit that if the opportunity presents itself. If it is changed to state it has to be mixed use it would prohibit that.

Councilmember Phil Boyum stated those are different types of neighborhoods depending on where they are placed. We do not want to discourage those pocket neighborhoods of ten or twelve homes. The problem is the development of neighborhoods with three hundred homes.

City Manager Charles Penny stated the Planning Commission recommends council to adopt this change now instead of waiting for the zoning ordinance amendments which will be sometime next year. That way it would clearly give developers direction for a PUD. If it is not adopted a moratorium would be needed we want a PUD to be used in the correct manner. Now there is a recommendation on the regular council agenda for approval of a PUD development under the current ordinance.

After further discussion direction was given to move forward with the amendment after going back through the Statesboro Planning Commission.

5. GDOT Road Safety Audit

Director of Public Works and Engineering John Washington presented the Georgia Department of Transportation (GDOT) road safety audit they performed on State Route 67/Fair Road and on State Route 26/Northside Drive. In the case of Fair Road the city sent a request to GDOT to perform a road safety audit that involves traffic operations, flow of traffic and any other concerns that presents a safety issue. In the case of Northside Drive audit, GDOT requested that we allow them to perform an audit. A road safety audit results makes recommendations. It is not a design of roadway measures but it identifies measures that can be done to help improve safety. Some of the safety concerns on Fair Road from Tillman Road to Pitt Moore Road are limited site provision for vehicle storage and/or occupancy to access drive-through, high volume for service

demand resulting in vehicle line up of up to 10 vehicles, left turns into oncoming traffic, rollovers and crash events. GDOT has proposed to put in a seven inch raised median along this stretch to prevent any left turns out and there would be U-turns at Tillman Road and Pitt Moore Road. Staff also proposes adding a dedicated right turn lane entering into all the businesses along the route starting at Arby's and ending at Zaxby's, this would allow for two through lanes. GDOT by policy cannot put in a dedicated right turn lane for commercial businesses but we can as a city. There was discussion about constructing the right turn lane at the same time the median is constructed.

The next audit area is on Northside Drive from East Main Street to Belair Drive. The improvements needed include eliminating multiple conflict points at commercial drives, the addition of a right turn lane from Jet Drive to Lovett Road, realign intersections with Northside Drive to improve viewing, and convert minor intersections to right in/right out. Mr. Washington showed a map of each section of Northside Drive depicting proposed improvements. GDOT proposes a raised median starting at Lee Street and ending at Belair Drive. Savannah Avenue would be reconstructed to include two turn lanes going south. The intersection at Northside Drive and the by-pass would be improved to have two through lanes going east and two turn lanes onto Northside Drive. GDOT needs the city's acceptance of these two projects in order to move forward if their proposals are not accepted they will not move forward with them.

City Manager Charles Penny asked what the timeframe is for the city to accept these proposals.

Mr. Washington stated sometime in the next month.

City Manager Charles Penny stated that concludes presentation by staff. Although we have to items remaining we can talk about them afterwards, so we can start the regular meeting.

6. Health Commission Discussion

7. Discussion of Limitations on Number of Permits to Exceed City Noise Ordinance

The meeting was adjourned at 5:28 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
SEPTEMBER 20, 2022

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

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

ATTENDANCE

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

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Information Officer Layne Phillips, City Attorney Cain Smith 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) 09-06-2022 Council Minutes

b) 09-06-2022 Executive Session Minutes

A motion was made to approve the consent agenda.

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

5. Consideration of a motion to award a contract for branding and marketing services for the City of Statesboro to North Star in an amount not to exceed \$79,000.00 plus expenses, which are not to exceed \$5,000.00.

Mayor Pro Tem Shari Barr stated she has two thoughts about this item first her concern is about folks having to pay more in taxes however to me this may be a lot of money but when you look at the City’s overall budget it’s not a lot of money. She asked to hear what other councilmembers have to say about this.

Councilmember Paulette Chavers stated she is in favor of moving forward with this item.

Councilmember Venus Mack stated she is in favor of moving forward with this item as well.

Councilmember John Riggs stated he is not ready for this right now. There are too many questions about what we are going to do next year for a budget.

Councilmember Phil Boyum stated for him it is not really a budget issue. There are a lot of things going on regionally and internally like housing and transportation. We should wait to see how some of that work out to be used in our branding as well. At this stage we could use that money and push this to next year or the year after. Also the only feedback from citizens is that the city does not need branding.

After further discussion a motion was made to deny the contract for branding and marketing services for the City of Statesboro.

RESULT:	Approved 3-2
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember John Riggs
AYES:	Boyum, Riggs, Barr
ABSENT	
NAYS:	Councilmembers Paulette Chavers and Venus Mack

6. Public Hearing and Consideration of a Motion to Approve RZ 22-08-01: Simcoe Investment Group, LLC requests a Zoning Map Amendment from the R-20 (Single-Family Residential) zoning district to the R-2 (Townhouse Dwelling) zoning district in order to construct a 151 unit townhome development on 26.3 acres of property on Jones Mill Road.

A motion was made to open the public hearing.

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

Alec Metzger with EMC spoke in favor of the request.

No one spoke against the request.

A Motion was made to close the public hearing.

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

Mayor Pro Tem Shari Barr asked if there was any way to leave some of the existing trees along the edges of the property. She also stated she has heard concerns about the increased traffic in the area and asked if there would be two exits on Jones Mill road.

Alec Metzger stated the plan is to have a twenty foot buffer around the property and that would be the best use for a buffer and that there would be two entrances to the development.

A Motion was made to approve **RZ 22-08-01**: Simcoe Investment Group, LLC requests a Zoning Map Amendment from the R-20 (Single-Family Residential) zoning district to the R-2 (Townhouse Dwelling) zoning district in order to construct a 151 unit townhome development on 26.3 acres of property on Jones Mill Road.

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

7. Public Hearing and Consideration of a Motion to Approve SE 22-08-02: Cody Ward requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance in order to locate a Men’s Health Clinic on a 0.06 acre parcel in the multi-tenant building located at 22 South Main Street.

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A Motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

A Motion was made to approve **SE 22-08-02**: Cody Ward requests a special exception from Article VIII, Section 801 of the Statesboro Zoning Ordinance in order to locate a Men’s Health Clinic on a 0.06 acre parcel in the multi-tenant building located at 22 South Main Street.

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

8. Public Hearing and Consideration of a Motion to Approve RZ 22-08-03: Horizon Home Builders requests a Zoning Map Amendment from the R-4/HOC (High-Density Residential/Highway Oriented Commercial) to the R-2 (Townhouse Residential) zoning district for the development of a 245 unit townhome development on a portion of a 42.87 acre property at 538 East Main Street.

A motion was made to open the public hearing.

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

Hayden Rollins with Hussey Gay Bell spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

Mayor Pro Tem Shari Barr stated her concerns about getting so many R-2 rezoning applications approved before we get the increased amenities amendment approved.

A motion was made to approve **RZ 22-08-03**: Horizon Home Builders requests a Zoning Map Amendment from the R-4/HOC (High-Density Residential/Highway Oriented Commercial) to the R-2 (Townhouse Residential) zoning district for the development of a 245 unit townhome development on a portion of a 42.87 acre property at 538 East Main Street.

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

9. Public Hearing and Consideration of a Motion to Approve RZ 22-08-04: L&S Acquisitions requests a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to develop a 140 unit single-family detached subdivision on 34.88 acres of property located at 1263 S&S Railroad Bed Road.

A motion was made to open the public hearing.

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

Hayden Rollins with Hussey Gay Bell spoke in favor of the request.

No one spoke against the request.

A motion was made to close the public hearing.

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

Councilmember Phil Boyum stated his concerns with putting high density development on a road that isn't designed for high density. In addition the breakdown of lot sizes shows that 68% of the properties are going to be under 5,000 square feet which is a very small lot especially for this location on the edge of town.

Mayor Pro Tem Shari Barr stated she is really concerned about people turning into the walking trail instead of the road. Director of Planning and Development stated the developer must follow county regulations in terms of the walking trail.

A motion was made to approve **RZ 22-08-04**: L&S Acquisitions requests a Zoning Map Amendment from the R8 and R10 (Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to develop a 140 unit single-family detached subdivision on 34.88 acres of property located at 1263 S&S Railroad Bed Road.

RESULT:	Approved 4-1
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Riggs
ABSENT:	
NAYS:	Mayor Pro Tem Shari Barr

10. Second reading and Consideration of a motion to approve Ordinance 2022-04: An Ordinance amending Section 2-55 of the Statesboro Code of Ordinances regarding the appointment and terms of members of the One Boro Commission.

A motion was made to approve **Ordinance 2022-04**: An Ordinance amending Section 2-55 of the Statesboro Code of Ordinances regarding the appointment and terms of members of the One Boro Commission.

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

11. Consideration of a motion to approve Resolution 2022 - 34: 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 2021 tax year in the amount of \$29,488.83.

A motion was made to approve Resolution 2022 - 34: 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 2021 tax year in the amount of \$29,488.83.

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

12. Consideration of a motion to approve Resolution 2022-35: A Resolution approving a grant application of the 2022 LGRMS Firefighter Cancer Awareness Incentive Program.

A motion was made to approve Resolution 2022-35: A Resolution approving a grant application of the 2022 LGRMS Firefighter Cancer Awareness Incentive Program.

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

13. Consideration of a motion to approve Resolution 2022-36: A Resolution to accept the 2021 AFG award for the Statesboro Fire Department Physician Program in the amount of \$31,818.18 with a 10% match of \$3181.82 for a project total of \$35,000.00.

A motion was made to approve Resolution 2022-36: A Resolution to accept the 2021 AFG award for the Statesboro Fire Department Physician Program in the amount of \$31,818.18 with a 10% match of \$3181.82 for a project total of \$35,000.00.

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

14. Consideration of a motion to approve Resolution 2022 - 37: A Resolution to adopt the first amendment to the Fiscal Year 2023 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.

A motion was made to approve Resolution 2022 - 37: A Resolution to adopt the first amendment to the Fiscal Year 2023 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.

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

15. Consideration to enter into an intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP). This agreement is for the provision of federal funds to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

A motion was made to approve an intergovernmental agreement between the City of Statesboro and the Georgia Department of Human Services, Division of Family and Children Services relating to the Low-Income Household Water Assistance Program (LIHWAP). This agreement is for the provision of federal funds to be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic with public health focus of ensuring that eligible low-income households have access to drinking water and wastewater services.

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

16. Other Business from City Council:

Mayor Pro Tem Shari Barr announced that Green Fest is coming up a week from Saturday October 1, 2022 from 10 am to 1 pm on the courthouse square.

Councilmember Venus Mack stated she would like council’s permission to direct the City Attorney to draft an ordinance to establish a commission that will address the concerns of local business owners. The commission will act as a liaison

between business owners and city council. The naming of the commission will come later after discussing the language at a work session.

A motion was made to direct City Attorney Cain Smith to craft the language for a commission to address business needs for the next work session.

RESULT:	Approved 4-1
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Chavers, Mack, Riggs, Barr
ABSENT:	
NAYS:	Councilmember Phil Boyum

Councilmember Phil Boyum addressed the memo sent by City Manager Charles Penny regarding a transportation study and recommends for this to be negotiated with the county. Currently the city receives 42% in TSPLOST yet in this study we are asked to pay 50% of the transportation stuff. This should be paid for off the top of TSPLOST revenue not after we receive it. The county waited until the last second to approach our municipalities about TSPLOST and we have SPLOST coming up so a suggestion is that particularly with all the growth going on in the Brooklet region of the county is to put together some kind of intra city council where one member from each city council meets on a periodic basis to discuss issues pertinent to four cities in the county. That way as a unit we can negotiate with the county regarding these revenues.

City Manager Charles Penny stated that is a good idea but the county would need to be included as well. We also need to make sure conversations are far enough in advance so we are not having to do like we did with TSPLOST.

Staff will put something together for the next FYI packet for council to consider at the next meeting.

Mayor Pro Tem Shari Barr announced that Alex Smith Director of Action Pact sent an invitation inviting Mayor and Council for lunch on October 4th from 11am – 1pm.

Mayor Jonathan McCollar stated that we were supposed to discuss the Health Commission in work session but there was also a request to create an ad hoc committee.

Mayor Pro Tem Shari Barr stated the proposition was that we have an ad hoc committee in the short term and still consider the possibility of establishing a Healthy Boro commission in the longer term.

Mayor McCollar stated the ad hoc is easy for right now but we still need to have that presentation on the Healthy Boro Commission. So, at this time we will establish Mayoral ad hoc committee for promoting health with Mayor Pro Tem Shari Barr serving as liaison to the group and appointing Melissa Gayan, Tracy Linderholm, Michelle Martin, Karen Naufel, Stacey Smallwood, and Marieke Van Willigen.

17. City Managers Comments

City manager Charles Penny stated we have an opportunity to work with Georgia Southern University for a grant opportunity they would like to apply for. The grant will allow the assessment of the environment inside city buildings. GSU would apply for the grant and the city would have to enter into an MOU with the University to do that work. The grant is due sometime within the next month.

Mayor McCollar stated at this time we will discuss work session item #7 Discussion of limitations on Number of Permits to Exceed City Noise Restrictions.

City Attorney Cain Smith stated that this item is brought before them today because the Blue Room has asked about the feasibility of exceeding the number of permits allowed under our noise ordinance. The way it currently stands an applicant is allowed only two of these permits in any six month period. The Blue Room has three upcoming concerts that would violate the regulations found in Section 38-103. So section 38-105 sets out the procedure to obtain a permit to exceed and the applications for permits to exceed are given to the Police Chief or his/her designee and they would make the decision if a permit to exceed should be granted. The question before Council is to either do nothing about the request or to revise the ordinance leaving it entirely at the discretion of the Police Department. Of course if Council does not want to change the ordinance we can simply do a resolution allowing a third to exceed in this specific instance.

Councilmember Venus Mack stated this is in her district and there’s a huge concern about noise from the Blue Room. She also stated she is not comfortable changing the ordinance but does not want to stop a big concert from happening.

After further discussion staff will present a resolution at the next Council Meeting for consideration.

18. Public Comments (General):

Annie Bellinger addressed Mayor and Council about her concerns about healthcare workers in her neighborhood.

Bob Brannen stated he is being discriminated against because his stormwater bill came in at \$4,900.00. The buildings on his property sit on a hill and the storm water rolls down into a pond. Mr. Brannen requests a change to ordinance. He also stated that the city has a gas depot on his property and if the storm water issue cannot be cleared up he will have to start charging the city for the use of his land.

19. 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 7:09 pm a motion was made to enter into Executive Session.

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

At 7:49 pm a motion was made to exit Executive Session.

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

A motion was made to re-appoint Janice Cawthorn, Nandi Marshall, Julie Chance, Johnny Gamble, Stacey Smallwood and Barbara King to the One Boro Commission and to appoint Matt Gerig, Lora Cooper, Keith Wilkey, Lewis Crane, Pam Quiney, and Sandra Ofoshuema to the One Boro Commission.

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

20. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:51 pm.

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: 9/27/2022

RE: Statesboro Entertainment Concepts LLC DBA Fifth Quarter Bar & Grill

Policy Issue: Alcohol License Approval

Recommendation:

Consideration of a Motion to approve application for an alcohol license classified as Bar with Kitchen & Sunday Sales in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a) to be issued to Statesboro Entertainment Concepts LLC DBA Fifth Quarter Bar & Grill located at 67 Gata Dr.

Background:

Fifth Quarter Bar & Grill located at 67 Gata Dr wants to add an alcohol license for alcohol sales. This addition requires the owner to apply for a new alcohol license and get approval in accordance with City of Statesboro Alcohol Ordinance Chapter 6-13 (a):

No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application & Department Approvals

PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: Fifth Quarter Bar and Grill
D/B/A Name

2. APPLICANT'S NAME: Statesboro Entertainment Concepts LLC
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 67 Gata Dr. Statesboro Ga. 30458 STE# _____

4. BUSINESS MAIL ADDRESS: 67 Gata Dr. Statesboro Ga. 30458

CITY: _____ STATE: _____ ZIP CODE: _____

5. LOCAL BUSINESS TELEPHONE NUMBER: (_____) 443-579-5566

CORPORATE OFFICE TELEPHONE NUMBER: (_____) 443-463-1919

6. CONTACT NAME FOR BUSINESS: Mitchell Jordan

TELEPHONE NUMBER FOR CONTACT PERSON: 443-463-1919

7. NAME OF MANAGER: Mitchell Jordan
(Person responsible for Alcohol Licensing issues)

TELEPHONE NUMBER FOR MANAGER 443-463-1919

ADDRESS OF MANAGER: 2043 Vintage Drive
(Street, Road, RFD No., P. O. Box No.)

CITY: Watkinsville COUNTY: Oconee STATE: Ga ZIP: 30677

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: XX NEW OWNER: _____

PREVIOUS OWNER'S NAME: Farid Gharachorloo

BUSINESS NAME CHANGE: _____ PREVIOUS BUSINESS NAME: _____

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER X WINE X LIQUOR X OTHER _____

Special Event Permit 50.00
Distance Waiver Application Fee 150.00
Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership LLC

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, L.L.C., or L.L.P.: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: Statesboro Entertainment Concepts LLC
67 Gata Dr Statesboro Ga 30458

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? yes

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: Mitchell Jordan PHONE# 443-463-1919

HOME ADDRESS: 2043 Vintage drive

CITY: Watkinsville STATE: Ga ZIP CODE: 30677

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____

FULL LEGAL NAME: Jarrod Miller PHONE# 706-461-0549

HOME ADDRESS: 209 Carrington Dr

CITY: Athens STATE: Ga ZIP CODE: 30605

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

CORPORATION-STOCKHOLDERS: All corporate applicants who are corporations shall list the names and address of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: _____
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: _____

MAIL ADDRESS IF DIFFERENT: _____

DATE AND PLACE OF INCORPORATION: _____

DO YOU HAVE A SHAREHOLDERS AGREEMENT? _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? _____

15. OFFICERS:

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____
% STOCK OWNED: _____ OFFICE HELD: _____

HAS EACH OFFICER AND SHAREHOLDER COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION?

(ATTACH ADDITIONAL PAGES IF NECESSARY)

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

Farid Gharachorloo Turtle Partners LLC

67 Gata Drive Statesboro Ga 30458

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

Answer: YES NO _____ If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

Farid Gharachorloo Turtle Partner LLC

67 Gata Drive Statesboro Ga 30458

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES _____ NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

Answer: YES _____ NO If yes, give full details on separate sheet.

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

Answer: YES _____ NO N/A _____ If yes, explain on a separate sheet and submit copies of eligibility.

22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES _____ NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Mitchell Jordan holds a License in Athens Ga
 Answer: YES NO If yes, give full details on separate sheet
24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?
 Answer: YES NO If yes, give full details on separate sheet, including dates, charges and disposition.
25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?
 Answer: YES NO If yes, give full details on separate sheet, including dates, charges and disposition.
26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?
 Answer: YES NO If yes, give full details on separate sheet.
27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity ?
 Answer: YES NO If yes, give full details on separate sheet.
28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.
 Answer: YES NO If yes, give full details on separate sheet.
29. Will live nude performances or adult entertainment be a part of this business' operations?
 Answer: YES NO If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Mitchell Jordan, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Mitchell Jordan
 Print Full Name As Signed Below
 Signature of Applicant _____ Title _____ Date 8/24/22

SWORN TO AND SUBSCRIBED BEFORE ME THIS
24th DAY OF August 20 22
Claudia W. Shamp
 NOTARY PUBLIC (SEAL)
 My Commission Expires: April 13, 2025

Calculation of Basic License Fee

For Calendar Year: _____

<u>Classification:</u>	<u>Mark all that apply</u>	<u>License Fee</u>
1. Package Sales	_____	\$1750
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	<u> X </u>	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	_____	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	<u> X </u>	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ _____

**Fifth Quarter
67 Gata Dr
Statesboro, Ga 30458**

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Elizabeth Burns	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

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: Jason Boyles, Assistant City Manager

From: Darren Prather, Central Services Director

Date: 9-29-22

RE: Recommendation—IGA with Bulloch County for Aerial Imagery Services

Policy: Procurement

Recommendation:

Staff recommends the City of Statesboro enter into an agreement with Bulloch County to share expenses for aerial imagery services provided by the Pictometry International Corporation. This agreement, if approved, will be for two (2) aerial imagery flights that will take place three (3) years apart and paid over a six (6) year time period. The cost of these two (2) flights will be broken down into the following payment stages:

Flight One (Expenses over 3 years)

Payment No.	County's Payment to PIC	City's Reimbursement to County
1.	\$11,752.00	\$2,175.00
2.	\$35,256.00	\$6,525.00
3.	\$47,008.00	\$8,700.00
4.	\$47,008.00	\$8,700.00

Flight Two (Expenses over 3 years)

1.	\$47,008.00	\$8,700.00
2.	\$47,008.00	\$8,700.00
3.	\$47,008.00	\$8,700.00

These aerial imagery flights enable the City and the County to fully utilize our Geographical Information Systems (GIS). This GIS software takes the aerial imagery and breaks it down into layers for use in tracking property boundaries & development, utility placements, growth projections, flood plains etc. The financial amounts listed above are mathematically representative of the percentage of total square miles that comprise both Bulloch County and the City of Statesboro. By sharing the expense of these aerial services, both the City and County realize significant savings while obtaining these much needed services.

Background:

Budget Impact: All Departments

Council Person and District: All

Attachment: Intergovernmental Agreement

STATE OF GEORGIA

COUNTY OF BULLOCH

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is entered into on the 20th day of September, 2022, by and between **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter the “County”) and the **MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA** (hereinafter the “City”).

WITNESSETH:

WHEREAS, the County operates and maintains a Geographic Information System (“GIS”) that provides various layers of computer-generated information concerning real property; and

WHEREAS, the City also operates and maintains a GIS that provides various layers of computer-generated information concerning real property; and

WHEREAS, on or about September 20, 2022, the County intends to enter into an agreement with Pictometry International Corporation (“Pictometry”) to provide certain services and products related to aerial imagery utilized in its GIS (hereinafter the “Pictometry Agreement”); and

WHEREAS, the Pictometry Agreement includes services and products for aerial imagery located within the City of Statesboro’s corporate limits that can be utilized in the City’s GIS; and

WHEREAS, the County is willing to enter into the Pictometry Agreement that includes services and products for aerial imagery located with the City of Statesboro’s corporate limits on the condition that the City, in accordance with the terms and conditions set forth herein,

reimburses the County for the cost of certain services and products provided pursuant to the Pictometry Agreement; and

WHEREAS, the County and the City are authorized to enter this Agreement pursuant to the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The County hereby agrees to promptly enter into the aforesaid Pictometry Agreement.

2. The City hereby agrees to be responsible and reimburse the County for the cost of all services and products provided by Pictometry for services and products for aerial imagery located in the City's corporate limits based on the schedules in Sections 3 and 4 below.

3. The City shall reimburse the County a portion of the County's payments to Pictometry pursuant to the Supplemental Agreement for the "First Project" in the following amounts:

<u>Payment Number</u>	<u>County's Payment to Pictometry</u>	<u>City's Reimbursement to County</u>
First Payment	\$11,752.00	\$2,175.00
Second Payment	\$35,256.00	\$6,525.00
Third Payment	\$47,008.00	\$8,700.00
Fourth Payment	\$47,008.00	\$8,700.00

4. The City shall reimburse the County a portion of the County's payments to Pictometry pursuant to the Supplemental Agreement for the "Second Project" in the following amounts:

<u>Payment Number</u>	<u>County's Payment to Pictometry</u>	<u>City's Reimbursement to County</u>
First Payment	\$47,008.00	\$8,700.00
Second Payment	\$47,008.00	\$8,700.00
Third Payment	\$47,008.00	\$8,700.00

5. The County will send the City an invoice for the above amounts no earlier than sixty (60) days prior to the date the County's payments are due to Pictometry pursuant to the Supplemental Agreement. Payment shall be due from the City no later than thirty (30) days after receipt of an invoice from the County. Late payments shall bear interest at the rate of 1.5% per month. The County will send invoices by U.S. Mail or, alternatively, by email to the following addresses:

Darren Prather
 Central Services Director
 City of Statesboro
 P.O. Box 348
 Statesboro, GA 30459
 darren.prather@statesboroga.gov

6. The decision about whether to appropriate funds for and proceed with the "Second Project" pursuant to the Pictometry Agreement shall be a joint decision that must be approved by both the County and the City. In the event that either the County or the City decides not to appropriate funds for and proceed with the "Second Project" in accordance with the triennial schedule in the Pictometry Agreement, the County shall not proceed with the "Second Project" based on the triennial schedule in the Pictometry Agreement. In the event that both the County and the City decide to appropriate funds and proceed with the "Second Project" based on the triennial schedule in the Pictometry Agreement, the City shall be obligated to reimburse the County for its payments to Pictometry for the "Second Project" in accordance with Paragraph 4 above. In the event that the County and the City decide to postpone the "Second Project" and the Pictometry Agreement remains in full force and effect, the City will be obligated to reimburse

the County for its payments to Pictometry for the “Second Project” in accordance with Paragraph 4 above if and when both the County and the City decide to appropriate funds for and proceed with the “Second Project”.

7. The term of this Agreement shall not exceed fifty (50) years, but this Agreement will remain in full force and effect so long as the Pictometry Agreement remains in full force and effect.

8. Any notices required or permitted to be given under this Agreement (other than invoices sent pursuant to Paragraph 5 above) shall be in writing and deemed sufficient when sent to the respective parties at the following addresses:

If to the County: Thomas M. Couch, County Manager
115 North Main Street
Statesboro, GA 30458

With copies to: Paul Conner, GIS Director
P.O. Box 1421
Statesboro, GA 30459

Jeff S. Akins, County Attorney
115 North Main Street
Statesboro, GA 30458

If to Statesboro: Charles Penny, City Manager
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

With copies to: Darren Prather
Central Services Director
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

Cain Smith, City Attorney
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

9. Neither party shall assign or sublet this Agreement, in whole or in part, without the written consent of the other party.

10. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia.

11. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

12. Nothing in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties, their officials, officers, agents or employees are legally entitled.

13. This Agreement constitutes the entire agreement between the parties with regard to the subject matter hereof, and any other conditions or representations not contained herein, whether written or oral, shall not be binding on the parties. This Agreement may only be modified by a written amendment referencing this Agreement and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers on the dates indicated below.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: *Roy Thompson*
Roy Thompson (Sep 28, 2022 16:54 EDT)
Roy Thompson, Chairman

Attest: *Olympia Gaines*
Olympia Gaines, Clerk

Date: Sep 28, 2022

MAYOR AND CITY COUNCIL OF
STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, Clerk

Date: _____



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: October 4, 2022

RE: Surplus Retirement Firearm

POLICY ISSUE: Surplus Item

RECOMMENDATION: That Council approve the award of a Department owned firearm to retiring Advanced Patrol Officer Justin Gawthrop.

BACKGROUND: Historically, the police department has awarded a firearm to those members who have retired in good standing with more than 25 years of service. This practice is specifically authorized by Georgia Statute 35-1-20. APO Gawthrop has announced his retirement from the police department after 26 years of exemplary service to the citizens of our community. The pistol he carries daily is a Glock Model 17 with Serial Number #BERR247, and we would like to award him this pistol along with his retired credentials.

BUDGET IMPACT: We are able to purchase these pistols for approximately \$400

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

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
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Leah Harden, City Clerk
Cain Smith, City Attorney

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

MEMORANDUM

Date: September 27, 2022

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: October 4, 2022 Agenda Item

Policy Issue: Application for TAD Financing: for the Statesboro Main Street Farmers Market Event Building and Access Project by the Statesboro Convention and Visitors Bureau, Inc.

Background: At the September 15, 2022 meeting of the Statesboro Downtown Tax Allocation District Committee the above referenced proposal was reviewed and unanimously approved. Specifically, the proposal includes the following work items: development of an access bridge and walkway, and a new picnic area. These improvements are to be located in the outside area between the east façade of the building and the Blind Willie McTell Trail. The estimated costs are as follows:

- \$120,250 (bridge and walkway)
- \$15,390 (picnic area)

These elements were part of the developer's original scope of work but due to a delay attributable to supply chain issues and COVID, an additional \$135,000 in TAD financing is needed to finish the project. The total investment in this project is \$1,071,512.45 (excluding the TAD financing request). An analysis of this application was also performed by the City's financial advisor, Davenport & Company, who have determined that said application meets the parameters of the TAD Program.

Recommendation: Staff recommends approval of this application.

Budget Impact: Council Member District: All

Attachment: TAD Application for Statesboro Main Street Farmers Market Building and Access Project

<https://mail.google.com/mail/u/0/?tab=rm&ogbl#search/TAD+Applications/FMfcgzGqQJnvnVKxlwJkBcbzsFlnNfdF?projector=1&messagePartId=0.1>



CITY OF STATESBORO
APPLICATION FOR TAD FINANCING

FOR STAFF USE ONLY:

Date Application Filed: _____ Tad Meeting: _____ City Council Meeting: _____
Application Fee: Cash _____ Check No. _____ Receipt No _____
Application Taken By: _____

Part I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name: Statesboro Main Street Farmers Market Building & Access Project
TAD District: City of Statesboro Tax Allocation District No. 1: South Main
Amount Requested: \$135,000.00

B. DEVELOPER CONTACT INFORMATION:

Name: Statesboro Convention and Visitors Bureau, Inc.
Address: 222 South Main Street
City/State/Zip: Statesboro, Georgia 30458
Phone: (912) 259-9555
Fax: N/A
Email: becky@visitstatesboro.org
Contact Name & Title: Becky Davis, Executive Director
Ownership Interest: N/A

C. PROPERTY OWNER CONTACT INFORMATION:

Name: Statesboro Convention and Visitors Bureau, Inc.
Address: 222 South Main Street
City/State/Zip: Statesboro, Georgia 30458
Phone: (912) 259-9555
Fax: N/A
Email: becky@visitstatesboro.org

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.) Nonprofit corporation

**In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item. The Applicant is controlled by a Board of Directors whose members are identified in an attachment to this application.*

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name: St. Andrews Builders, Inc.
Primary Contact Name: Jamey Cartee
Address: 15 South Mulberry Street, Statesboro, Ga. 30458
Phone: (912) 764-6199
Email: jamey@buildstatesboro.com

B. CIVIL/TRAFFIC ENGINEER: Not applicable.

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

C. CONTRACTOR:

Company Name: Black Creek Construction, Inc.
Primary Contact Name: Erik Davis
Address: 2049 State Highway 119 North, Ellabell, Ga. 31308
Phone: (912) 531-2539
Email: contact@blackcreekconstructioninc.com

D. PROPERTY MANAGER (IF APPLICABLE): Not applicable.

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

E. DEVELOPER'S ATTORNEY:

Company Name: Bruce, Mathews & Lavoie
Primary Contact Name: Andrew J. Lavoie
Address: 102 South Main Street, Statesboro, Ga. 30458
Phone: (912) 764-9889
Email: andrew@bmlawgroup.com

F. OTHER: Not applicable.

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

PART III: GENERAL PROJECT INFORMATION

A. GENERAL PROJECT DESCRIPTION:

Tax Parcel(s): S29 000044 000 & S29 000030 001 Ward No: _____
 Location/Address: 212 & 228 S. Main Street, Statesboro, Ga. 30458 Zoning: S(HOC)
 Existing Use(s): Event facility and adjacent undeveloped space Size: 000: 0.52ac / 001: 1.44ac
 Current Full Value: 000: \$62,500 / 001: \$268,175 Current Assessed Value (40%) 000: \$26,500 / 001: \$107,270
 Current Annual Real Property Tax Bills: 000: Tax Exempt (E9) / 001: \$869.00 in 2021
 (City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: Zero

Estimated Existing City Public School Enrollment Residing Within Development Site: Zero

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): None.

Permanent Job Creation/Retention Associated with Development (If Applicable): Not applicable.

Estimated Annual Property Taxes Generated _____
 (City) (County) (School)

B. PROJECT (USE) MIX:

	# Units	Building Area (SF)	% of Building Area
Residential			
Retail			
Office			
Other (event facility/offices)		62,726	100%
Parking Structures (Spaces)			
TOTAL		62,726	100%

1) Construction Type (New Construction, Rehab, Conversion, etc.): Existing building rehabilitated into event facility and office space; new construction of access bridge and walkway; new picnic areas.

C. RESIDENTIAL DETAIL (IF APPLICABLE): Site improvements are only intended to take place outside the "Building Area" detailed above, and not over the entire acreage.
 1) Ownership Housing Unit Mix: Not applicable.

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL				

2) Rental Housing Unit Mix: Not applicable.

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL				

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):

9,000-square-foot total interior, including: a 6,000-square-foot event floor space, two four-stall restrooms, catering kitchen, storage/passthrough, serving station, upstairs meeting space, upstairs office, and presentation balcony, with Wi-Fi, A/V system, and temperature control units. Exterior covered porches, sidewalks, and vehicle access. Interior finish board and batten, exterior finish in corrugated metal.

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):

Picnic tables, bench swing, boardwalk over natural area, bridge connecting to McTell Trail, bicycle rack(s), trash receptacles, maintained greenspace, controlled natural space, all open to the public (except during private events).

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail					
Other		62,726			
TOTAL		62,726			

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project.

Include a value estimate for any building retained by the Developer) \$1,500,000, retained by Applicant.

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:

The Applicant proposes using TAD funds toward the costs of the access bridge and walkway and new picnic areas only. The estimated costs are \$120,250 (bridge and walkway) and \$15,390 (picnic areas). These elements were part of the developer's original scope of work for this project but were delayed due to an increased cost of materials and COVID.

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

PART IV: PROJECT ECONOMICS

A. FINANCING SOURCES

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt	Yes	\$751,512.45	70.14%
Government Loans (Describe)			
State/Federal Grants (List Sources)			
Tax Credits			
Other Debt			
Contributed Equity	Yes	\$185,000.00	17.26%
Others Sources			
TAD Funding Request	Yes	\$135,000.00	12.60%
TOTAL		\$1,071,512.45	

B. **EQUITY** – Describe the amount and source(s) of developer’s equity to be supplied to the development.

The Applicant values its contributed equity to this project at \$185,000, comprised of a valuation of \$150,000 for the warehouse structure (pre-renovation) and a land gift from the Downtown Statesboro Development Authority valued at \$35,000.

C. **ESTIMATED FINANCING TERMS** – Estimate interest rates/costs of debt financing to be used.

Eighty-three consecutive payments of principal and interest (3.4% rate) in the monthly amount of \$7,397.67, with a balloon payment of \$260,219.58 due at maturity, through Citizens Bank of the South. Boardwalk, bridge, and other planned project amenities yet to be completed will be paid for in cash and reimbursed using TAD financing.

D. **DISCOUNTED CASH FLOW ANALYSIS** - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

The Applicant will retain the entire property after all improvements.

E. **CONSTRUCTION COST ESTIMATES:** Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

A development pro forma estimating all construction hard and soft costs, including all costs associated with proposed uses of TAD funds separately itemized, is enclosed.

- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.
The Applicant projects income totaling approximately \$28,200.00 annually from the rental of event facility space. That projected income will likely increase following the completion of the site improvements for which TAD financing is sought: the pedestrian interconnectivity created by the anticipated bridge and boardwalk will likely increase demand for use of the Farmer's Market building as an event facility. The site improvements themselves, and the increased demand, will increase the value of the property and of the TAD.
- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.
Similar event facility and venue rental rates were obtained and assessed, including from Ogeechee Technical College, the Home Builders Association of Statesboro, the Bulloch County Parks & Recreation Department, Georgia Southern University, and the Belle House.
-
- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.
As shown in Item III.A, the anticipated \$1,500,000.00 value of the entire, finished project far exceeds the initial property value. The project would be incomplete without the site improvements for which TAD financing is sought, thereby diminishing ultimate return on investment as well. The Applicant does not intend to sell any portion of the property once the project is completed, but the return to the TAD and the City will be substantial.

PART V: SITE CONTROL, ZONING & SCHEDULE

- A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc. These materials are enclosed.
- B. Indicate the requested zoning designation(s) for the project site. S(HOC).
- C. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals. The site is currently zoned for its intended uses.
- D. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals. All required site plan approvals have been obtained.
- E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report. Not applicable.
- F. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:
- 1) Obtain Financing Commitments
 - 2) Detailed (Final) Site Plan Approval
 - 3) Real Estate Closing Date (if applicable)

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

Construction of the remaining planned site improvements and amenities is expected to begin in December 2022 and require approximately one month to complete.

PART VI: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE:



(Applicant's Authorized Signature)

DATE: 9/12/22

Becky Davis

(Typed or Printed Name)

TITLE: Executive Director

WITNESS SIGNATURE:



(Witness Signature)

DATE: 9/12/22

Justin Samples

(Typed or Printed Name)

Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED _____ DATE: _____

STATESBORO CONVENTION & VISITORS BUREAU

Board of Directors



Peyton Fuller, *President*



Barry Turner, *Past President*



Christina Harrell



Jeff Yawn, *Vice President*



Brent Tharp



Darryl Hopkins



Bryan Davis, *Secretary and Treasurer*



Elrico Rackard



Franklin Dismukes



Matt "PK" Huling



Tim Grams



John Lavender



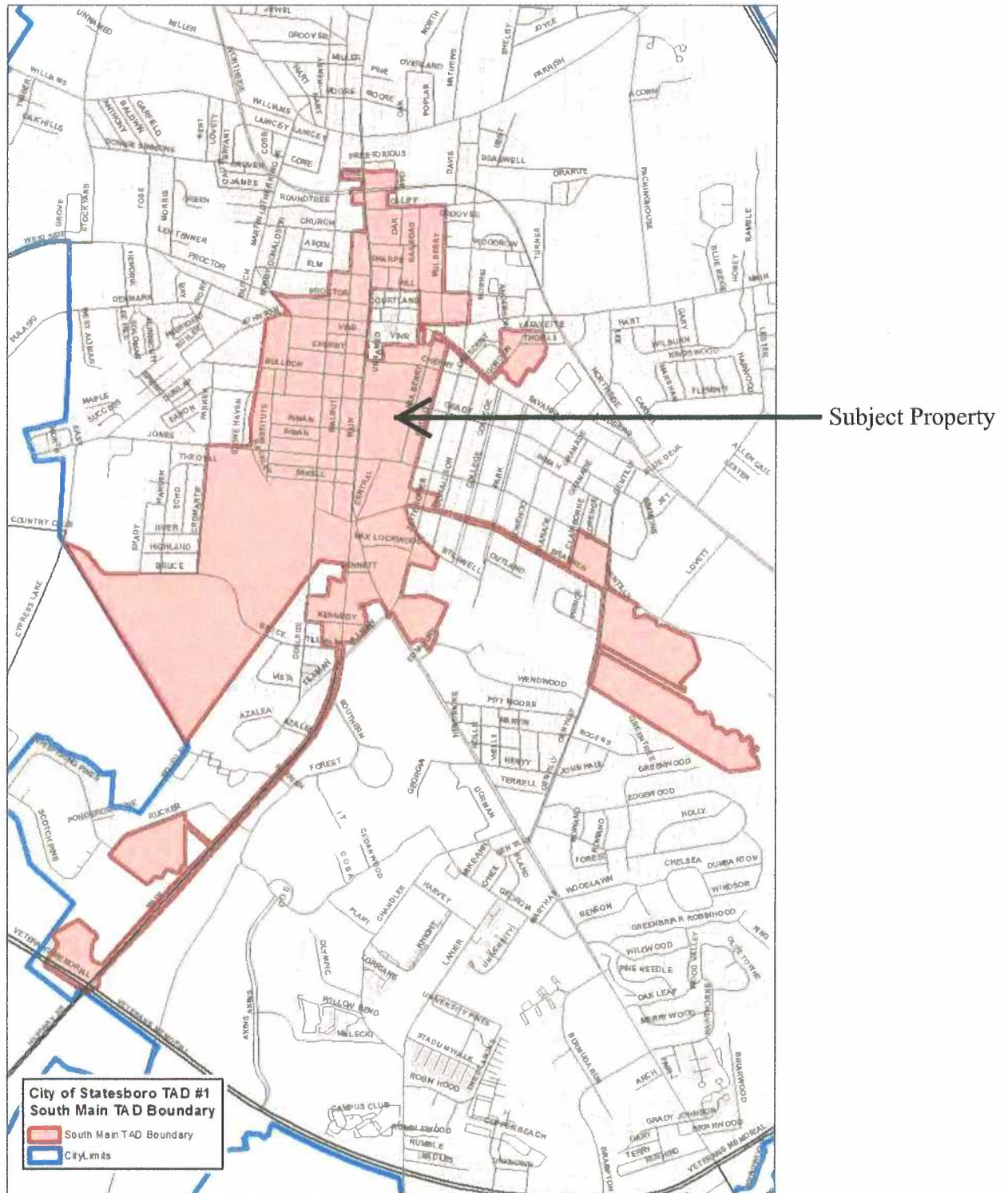
Olivia Willett

Existing-Condition Photos

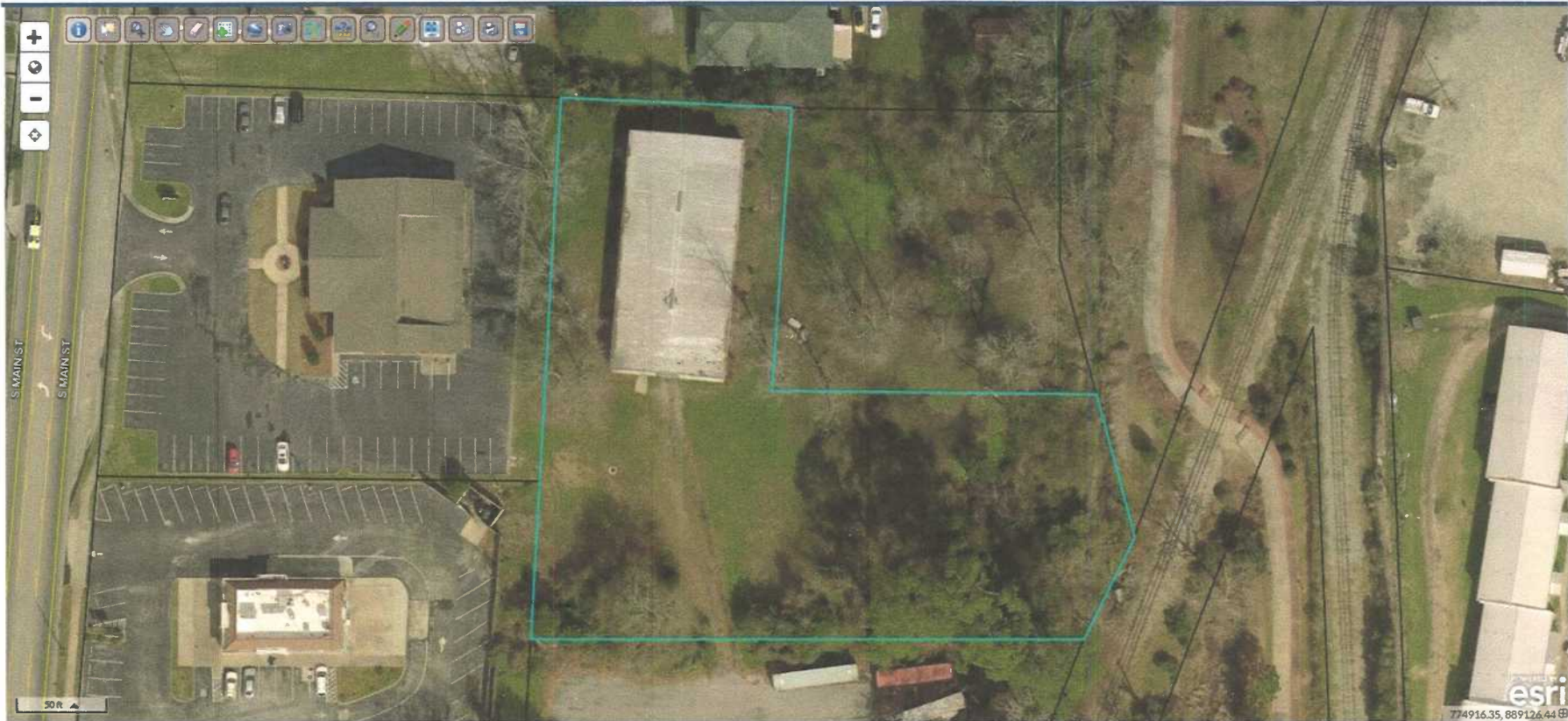


Location & Project
Boundary Maps

City of Statesboro TAD #1 Boundary Map



Source: BAG, Bulloch County



Results:

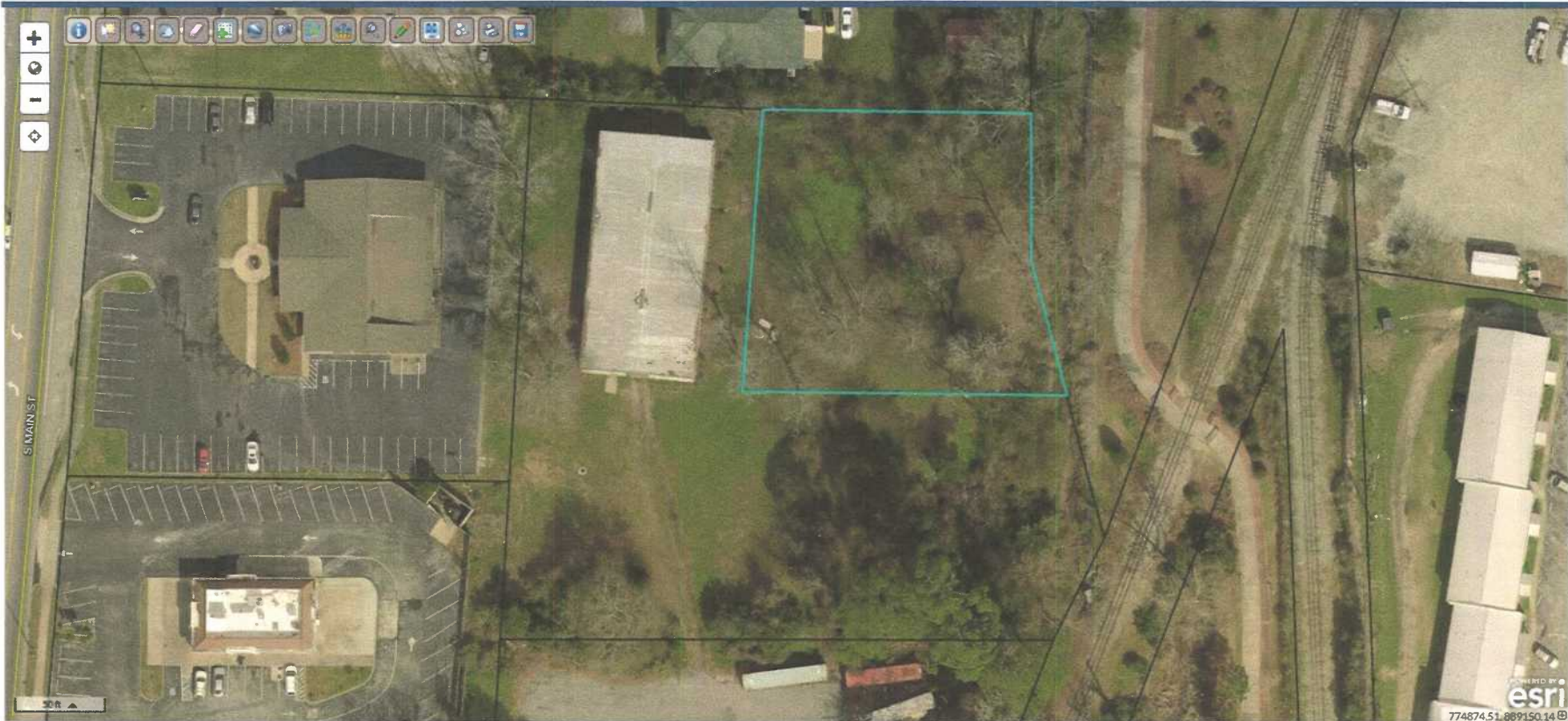
Parcel ID - 529 000030 001
 Alt Id - 29491
 Address - 228 SOUTH MAIN ST
 Owner - STATESBORO CONVENTION & VISITORS BUREAU INC
 Acres - 1.44
 View: [Report](#) | [Print](#)
[Definitions](#) | [Picturemyproperty](#)

Parcel ID S29 000030 001
 Class Code Commercial
 Taxing District Statesboro TAD 1
 Acres 1.44

Owner STATESBORO CONVENTION & VISITORS BUREAU INC
 PO BOX 1516
 STATESBORO, GA 30459
 Physical Address 228 SOUTH MAIN ST
 Fair Market Value Value \$107720

Last 2 Sales			
Date	Price	Reason	Qual
12/11/2018	\$97500	LM	Q
7/30/2009	0	T	U

(Note: Not to be used on legal documents)



Results:

Parcel ID - S29 000044 000
 Alt Id - 24299
 Address - 212 SOUTH MAIN ST
 Owner - STATESBORO CONVENTION & VISITORS BUREAU INC
 Acres - 0.52
[View: Report](#) | [Field](#)
[Definitions](#) | [Distometry](#) | [Imagery](#)

Parcel ID S29 000044 000
 Class Code Exempt
 Taxing District Statesboro TAD 1
 Acres 0.52

Owner STATESBORO CONVENTION & VISITORS BUREAU INC
 PO BOX 1516
 STATESBORO, GA 30459
 Physical Address 212 SOUTH MAIN ST
 Fair Market Value Value \$26500

Last 2 Sales			
Date	Price	Reason	Qual
10/27/2020	0	Q	U
10/20/2020	0	Q	U

774874.51, 889150.14

Development *Pro Forma*
**(Costs Associated with Proposed
TAD Funds Separately Itemized)**

St. Andrews

After Hours Glass Services, UC	\$ 585.00
B & J Fire Protection, Inc.	\$ 29,024.00
B & T Electrical	\$ 47,200.00
B H Construcdon	\$ 830.00
BlueSite Solutions of Savannah, Inc.	\$ 595.84
BMC East, LLC	\$ 17,369.24
Bowen Masonry and Concrete Service	\$ 2,550.00
Britco Plumbing, Inc.	\$ 14,700.00
CabinetMastets Inc	\$ 5,790.96
Carpenters Heating and Air Conditioning	\$ 850.00
City of Statesboro	\$ 5,164.00
City of Statesboro	\$ 2,036.40
Coastal Countertop Distributors	\$ 10,367.89
Daniel Brick. Inc	\$ 1,488.69
DHA, III, LLC	\$ 8,000.00
Eagle Restrooms, LLC	\$ 558.06
Ellis Wood Contracting, Inc	\$ 3,250.00
Evans Concrete, LLC	\$ 8,590.32
Ferguson Enterprises, Ine.	\$ 1,811.02
Georgia Door and Gate, LLC	\$ 45,612.88
Georgia Equipment Company	\$ 118.80
Hawk Constuction, LLC	\$ 97,148.00
Hendrix Fire Protection, Inc,	\$ 241.92
Howard Lumber & Hardware, Inc.	\$ 27,248.34
James M. Anderson & Associates	\$ 6,400.00
Jeff Reddick dba Reddick Backhoe	\$ 2,320.00
KenBrick (Inc.)	\$ 253.26
Kennedy Heating & Air, Inc	\$ 52,500.00
Lowe's	\$ 1,040.49
LSL South Construction, LLC	\$ 26,670.00
Maxwell-Roddick & Associates, Inc.	\$ 1,275.00
Northside Supply Company	\$ 2,345.71
Parket Engineering, LLC	\$ 9,000.00
Performance Insutation, LLC	\$ 17,000.00
Preferred Tile, LLC	\$ 16,854.98
Quality Painting of Statesboro	\$ 32,025.00
Ricardo Dajui	\$ 5,775.00
Ricks Auto Glass & Storefront, Inc.	\$ 17,585.00
RMK Concrete, LLC	\$ 21,209.52
South Woodworks, LLC	\$ 7,920.00
Southern Landscape Curbing, LLC	\$ 27,400.00
Southern Rental Systems, Inc.	\$ 6,457.32
SRM Concrete	\$ 13,414.14
St. Andrews Fee	\$ 22,000.00
Statesboro Floor Covenng, Inc.	\$ 4,496.00
Storehouse Salvage	\$ 6,661.44

St. Andrews

Tommy Deloach Construction	\$ 30,050.00
W.A. Bragg & Co., Inc.	\$ 5,320.85
Yates-Astro	\$ 189.00
Y-Delta, Inc.	\$ 97,056.99
	\$ 764,351.06

Direct Bill

FEMAC	\$ 4,636.24
B&B Lock & Key	\$ 384.26
Bulloch Broadband	\$ 21,867.05
Bulloch Janitorial	\$ 482.03
South Georgia Sawmill	\$ 1,400.00
FEMAC (Warehouse Construction Loan Draw)	\$ 4,161.50
Advantage Construction Service, Inc	\$ 15,210.10
Hawk Construction	\$ 8,974.00
	\$ 57,115.18

TAD Portion

Picnic Tables	\$ 5,656.00
Concrete Slabs	\$ 2,180.00
Swing	\$ 1,634.00
Trashcans	\$ 5,120.00
Bike rack	\$ 800.00
Bridge & Boardwalk	\$ 120,250.00
	\$ 135,640.00
	\$ 957,106.24

Renderings of Future Outdoor Improvements







Quotations for Future Outdoor Improvements

June 3, 2022

Quote for Timber Bridge

For: Bryan Davis

Location: Statesboro, GA Farmers Market

SCOPE OF WORK

Mobilization -

Price: \$1,850

- One mobilization and demobilization of crew, equipment, Lumber, trucks and trailers from shop to jobsite location
- Setup and prep work at jobsite

Creek Span Bridge -

Price: \$17,400

- Bridge is 20' long and 12' wide spanning the creek so that no pilings are on the embankments.
- Engineering included in price.
- Piles driven with vibratory hammer. Refusal determined by Bridge Contractor.
- Bridge will span creek to keep from blocking flow of water.
- Bridge to have 2" decking secured to stringers with SS wood screws.
- 6"x6" block and rail to be through bolted to decking with HDG dome bolts.
- Vertical handrail post to be 4"x6" and through bolted to block and rail with 5/8" dome bolts.
- X-bracing pattern to be the pattern installed with hog wire fencing similar to the design in the warehouse. (shown at bottom of quote)
- All handrail design other than through bolts to be secured with SS wood screws.
- All lumber to be pressure treated

Wetlands boardwalk -

Price: \$97,500 (325/L.F.)

- Boardwalk was measured at 300' long and 8' wide.
- End of bridge to have a horizontal headwall only
- Engineering included in price.
- Piles driven with vibratory hammer. Refusal determined by Bridge Contractor.
- Bridge to have 2" decking secured to stringers with SS wood screws.
- 4"x6" block and rail to be through bolted to decking with HDG dome bolts.
- All lumber to be pressure treated
- Bridge decking to remain less than 30" from ground to stay with ADA compliance with no handrails.
- Price is based off min. 100' of boardwalk to be built.

Handrail around concrete ramp` -

Price: 1,500

- Install new handrails with x-bracing similar to that of the warehouse and bridge
- New post will be anchored to the existing concrete ramp
- All old lumber will be discarded.

Fence around Air conditioning -

Price: \$2,000

- Install new pressure treated 6' tall lumber fencing around the air conditioners.
- Fence will be .5"x6" timbers and will be secured on opposite sides of the horizontal 2"x4" boards.
- Post will be 7' O.C. and secured to concrete floor

Note:

- Stakes are to be placed at the start and end points of the bulkhead having elevations marked as well. There are to be stakes placed every 25' showing the curvature of the bridge before arrival of crew. For every hour our crew/foreman has to spend staking once arrived with the G.C. or Superintendent, there will be a charge of \$100/hr added.
- Augering will be a \$200 per hole additional fee if needed due to soil conditions
- Aggregate in front or behind headwall is not included in cost if needed.
- Electrical and irrigation work is not included in cost.
- Any soil erosion control/silt fencing is to be installed before our arrival.
- Dumpster included by customer for cutoff material.
- Permitting done by customer, BCC will provide proper structural drawings of bridge to submit for permit approval.

Total:
\$120,250

Hal Davis PH: 912-536-8924
Erik Davis PH: 912-531-2539

Address: 2049 SR-119N
Ellabell, Ga. 31308

TERMS & CONDITIONS

Upon Agreement of proposal 100% of mobilization and 30% of remaining contract amount due. With remaining 70% to be billed monthly on a linear foot of completion. Attorney fees provided in the state of Georgia court cost, Late charges and interest fees of 18%, required for collections to be added to the cost of this proposal and paid with any invoices over 30 days.

Any alterations or deviations from above specifications involving extra cost will be executed only in written order, and will become an extra charge

****Due to changing economy, Prices will have to be updated at the start of the project, and would be subject to change based on the change in prices of materials being used.****

- Includes supervision, labor necessary for all work as specified in this proposal.
- Property Owner to provide adequate access to each work site, any damages to existing utilities, Existing carpath, trees, etc. to be repaired by other.
- This proposal does not include any permitting, testing, or sampling.
- Backfill material provided by other.
- Price is based off of one mobilization
- This proposal does not include any irrigation – water or electrical lines, unless noted.
- All underground utilities are to be properly flagged and work crews must be notified prior to commencement of work.
- Black Creek Construction, Inc. is not responsible for delays due to inclement weather or natural disasters.
- Price does not include dewatering.
- Reduction of job scope could result in a Linear foot price increase.
- Any work outside of the following scope may result in a change order.
- All structures are backed by a one year warranty against material and workmanship defects. Unless caused by a natural disaster.
- Workman’s Comp. and General Liability included.
- Bonding is not included
- If retainage is to be withheld, it will be no more than 3% and will be paid within 60 days of completion of the bridge job scope being completed. After 60 days a fee of 3% of the retainage amount will be added and then added every 30 days until payment is received.

Upon agreement of this proposal the above prices, specifications and conditions are satisfactory and are hereby accepted, Black Creek Construction, Inc. is authorized to proceed with this project.

_____	Company Name	Black Creek Construction, Inc.
_____	Print Name	Erik Davis
_____	Signature	_____
_____	Date	_____

Hal Davis PH: 912-536-8924
Erik Davis PH: 912-531-2539

Address: 2049 SR-119N
Ellabell, Ga. 31308



(Figure 1. Shows the X-bracing style quoted minus the horizontal metal rails.)

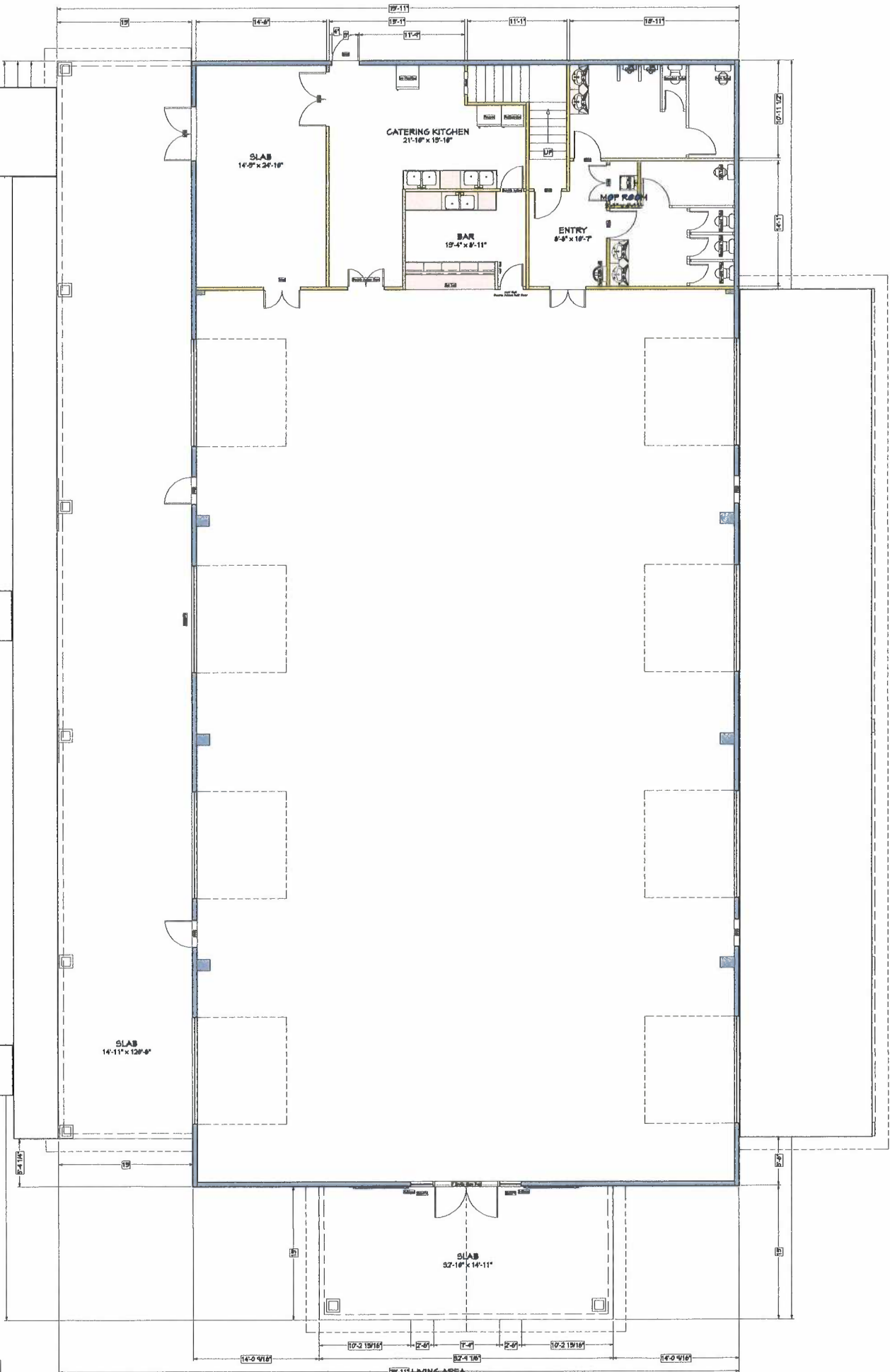
Hal Davis PH: 912-536-8924
Erik Davis PH: 912-531-2539

Address: 2049 SR-119N
Ellabell, Ga. 31308

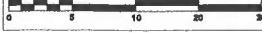
\$15,390.00

	Qty	Cost	Total
Picnic Tables	4	\$1,414.00	\$5,656.00
10x40 slab	400	\$5.00	\$2,000.00
Swing	1	\$1,634.00	\$1,634.00
Trashcan	4	\$1,080.00	\$4,320.00
Trashcan Bonnet	4	\$200.00	\$800.00
3x3 Slab	9	\$5.00	\$45.00
3x3 Slab	9	\$5.00	\$45.00
3x3 Slab	9	\$5.00	\$45.00
3x3 Slab	9	\$5.00	\$45.00
Bike rack	1	\$800.00	\$800.00

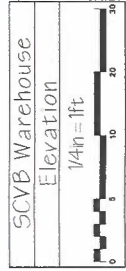
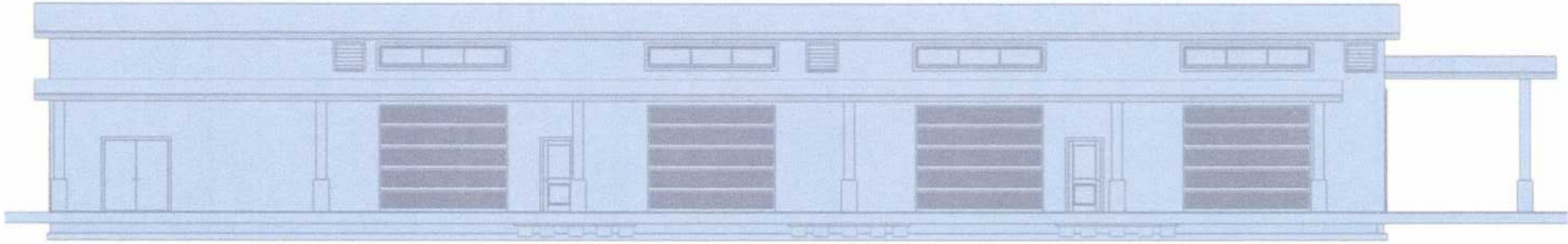
Architectural Renderings:
Farmer's Market Building



2-23-2021
 SCVB Warehouse
 1st Floor
 1/4" = 1ft



17'-11" LIVING AREA
 7617 sq ft



Realized Job Costs:
Farmer's Market Building

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
644- Statesboro Conv Visitor Bureau					
After Hours Glass Services, LLC					
644- Statesboro ...	Bill	02/01/2022	644/15941	Miscellaneo...	160.00
644- Statesboro ...	Bill	04/06/2022	644/1042	Miscellaneo...	425.00
Total After Hours Glass Services, LLC					585.00
B & J Fire Protection, Inc.					
644- Statesboro ...	Bill	04/15/2021	644/4566	sprinkler sy...	17,625.00
644- Statesboro ...	Bill	03/31/2022	644/5220	fire sprinkle...	11,399.00
Total B & J Fire Protection, Inc.					29,024.00
B & T Electrical					
644- Statesboro ...	Bill	10/01/2020	644/1591	power for c...	1,000.00
644- Statesboro ...	Bill	08/05/2021	644/1905	Electrical L...	10,000.00
644- Statesboro ...	Bill	09/02/2021	644/1928	Electrical L...	10,000.00
644- Statesboro ...	Bill	08/19/2021	644/1918	Electrical L...	15,000.00
644- Statesboro ...	Bill	10/14/2021	644/1974	Electrical L...	3,000.00
644- Statesboro ...	Bill	11/11/2021	644/2007	Electrical L...	3,000.00
644- Statesboro ...	Bill	02/03/2022	644/2105	Electrical L...	2,000.00
644- Statesboro ...	Bill	03/17/2022	644/2156	Electrical L...	2,000.00
644- Statesboro ...	Bill	05/12/2022	644/2223	Electrical L...	1,200.00
Total B & T Electrical					47,200.00
B H Construction					
644- Statesboro ...	Bill	06/10/2020	644/ Conv Vis Bureau	Miscellaneo...	650.00
644- Statesboro ...	Bill	09/14/2020	644/SCVB	Miscellaneo...	100.00
644- Statesboro ...	Bill	10/06/2020	644/SCVB	handrails o...	80.00
Total B H Construction					830.00
BlueSite Solutions of Savannah, Inc.					
644- Statesboro ...	Bill	08/10/2021	644/5074127	Portable Toi...	60.80
644- Statesboro ...	Bill	09/10/2021	644/5076818	Portable Toi...	60.80
644- Statesboro ...	Bill	11/30/2021	644/5080835	Portable Toi...	60.80
644- Statesboro ...	Bill	10/08/2021	644/5078508	Portable Toi...	60.80
644- Statesboro ...	Bill	02/25/2022	644/5084597	Portable Toi...	72.96
644- Statesboro ...	Bill	11/05/2021	644/5080037	Portable Toi...	60.80
644- Statesboro ...	Bill	12/30/2021	644/5082083	Portable Toi...	72.96
644- Statesboro ...	Bill	01/28/2022	644/5083305	Portable Toi...	72.96
644- Statesboro ...	Bill	03/25/2022	644/5086036	Portable Toi...	72.96
Total BlueSite Solutions of Savannah, Inc.					595.84
BMC East, LLC					
644- Statesboro ...	Bill	02/10/2021	644/67254179-00	Framing Ma...	15,048.62
644- Statesboro ...	Bill	06/08/2021	644/68477612-00	Framing Ma...	1,527.07
644- Statesboro ...	Bill	03/23/2022	644/70858058 00	Door Hardw...	336.91
644- Statesboro ...	Bill	03/24/2022	644/70901813 00	Door Hardw...	49.68
644- Statesboro ...	Bill	03/31/2022	644/70925653 00	Door Hardw...	406.96
Total BMC East, LLC					17,369.24
Bowen Masonry and Concrete Service					
644- Statesboro ...	Bill	01/18/2021	644/SCVB	Concrete Sl...	2,350.00
644- Statesboro ...	Bill	04/05/2021	644/SCVB	Patio Concr...	200.00
Total Bowen Masonry and Concrete Service					2,550.00
Britco Plumbing, Inc.					
644- Statesboro ...	Bill	01/14/2021	644/2025 SCVB	Roughin/St...	3,000.00
644- Statesboro ...	Bill	07/08/2021	644/2378	Roughin/St...	6,200.00
644- Statesboro ...	Bill	01/20/2022	644/2687	Plumbing L...	500.00
644- Statesboro ...	Bill	02/04/2022	644/2721	Plumbing L...	5,000.00
Total Britco Plumbing, Inc.					14,700.00

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
CabinetMasters Inc					
644- Statesboro ...	Bill	10/07/2021	644/SCVB	Cabinet Mat...	5,790.96
Total CabinetMasters Inc					5,790.96
Carpenters Heating and Air Conditioning					
644- Statesboro ...	Bill	09/28/2020	644/3081	install walk i...	850.00
Total Carpenters Heating and Air Conditioning					850.00
City of Statesboro					
644- Statesboro ...	Bill	10/28/2020	SCVB permit	Building Per...	5,164.00
644- Statesboro ...	Bill	01/04/2021	644/228 S Main SCVB	Dump Fees...	95.00
644- Statesboro ...	Bill	02/01/2021	644/228 S Main	Dump Fees...	425.50
644- Statesboro ...	Bill	03/01/2021	644/SCVB	Dump Fees...	287.50
644- Statesboro ...	Bill	04/30/2021	644/228 S Main	Dump Fees...	95.00
644- Statesboro ...	Bill	08/24/2021	stmt 08/24	Dump Fees...	95.00
644- Statesboro ...	Bill	09/01/2021	644/SCVB	Dump Fees...	165.50
644- Statesboro ...	Bill	07/24/2021	07/24 stmt	Dump Fees...	79.90
644- Statesboro ...	Bill	01/24/2022	644/228 S Main	Dump Fees...	95.00
644- Statesboro ...	Bill	02/23/2022	Roll off containers	Dump Fees...	159.50
644- Statesboro ...	Bill	03/31/2022	644/SCVB rolloff	Dump Fees...	443.50
644- Statesboro ...	Bill	01/03/2022	644/SCVB	Dump Fees...	95.00
Total City of Statesboro					7,200.40
Coastal Countertop Distributors					
644- Statesboro ...	Bill	01/31/2022	644/27012	Specialty C...	843.91
644- Statesboro ...	Bill	01/31/2022	644/27012	Bathroom S...	9,523.98
Total Coastal Countertop Distributors					10,387.89
Daniel Brick, Inc					
644- Statesboro ...	Bill	03/21/2022	644/203639	Brick Materi...	1,061.64
644- Statesboro ...	Bill	03/21/2022	644/203639	Sand and M...	427.05
Total Daniel Brick, Inc					1,488.69
DHA, III, LLC					
644- Statesboro ...	Bill	01/18/2021	644/Inv0043	Site/Lot Cle...	8,000.00
Total DHA, III, LLC					8,000.00
Eagle Restrooms, LLC					
644- Statesboro ...	Bill	11/30/2020	644/201130405813	Portable Toi...	71.66
644- Statesboro ...	Bill	12/28/2020	644/201228405813	Portable Toi...	60.80
644- Statesboro ...	Bill	05/17/2021	644/210517405813	Portable Toi...	304.00
644- Statesboro ...	Bill	06/14/2021	644/210614405813	Portable Toi...	121.60
Total Eagle Restrooms, LLC					558.06
Ellis Wood Contracting, Inc					
644- Statesboro ...	Bill	04/13/2021	644/0421-009	Top Soil/Fill...	3,125.00
644- Statesboro ...	Bill	04/19/2021	644/0421-011	Top Soil/Fill...	125.00
Total Ellis Wood Contracting, Inc					3,250.00
Evans Concrete, LLC					
644- Statesboro ...	Bill	01/15/2021	644/2831296	Avg Yds Co...	7,549.20
644- Statesboro ...	Bill	03/05/2021	644/2831480	Concrete Sl...	366.12
644- Statesboro ...	Bill	02/18/2022	644/2832711	Sidewalk La...	675.00
Total Evans Concrete, LLC					8,590.32
Ferguson Enterprises, Inc.					
644- Statesboro ...	Bill	12/14/2021	644/0229093	Appliances	1,681.83
644- Statesboro ...	Bill	02/08/2022	644/0419779	Appliances	129.19
Total Ferguson Enterprises, Inc.					1,811.02

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
Georgia Door and Gate, LLC					
644- Statesboro ...	Bill	10/12/2021	644/210823	Garage Doo...	45,612.88
Total Georgia Door and Gate, LLC					45,612.88
Georgia Equipment Company					
644- Statesboro ...	Bill	12/30/2020	644/3-537276	Equipment ...	118.80
Total Georgia Equipment Company					118.80
Hawk Construction, LLC					
644- Statesboro ...	Bill	12/01/2020	644/20-1303	metal bldg ...	5,000.00
644- Statesboro ...	Bill	02/10/2021	644/21-1025	Framing Ma...	17,000.00
644- Statesboro ...	Bill	03/26/2021	644/21-2020	Miscellaneo...	45,000.00
644- Statesboro ...	Bill	05/24/2021	644/21-2072	front porch ...	27,100.00
644- Statesboro ...	Bill	07/13/2021	644/21-2121	roof curbs F...	3,048.00
Total Hawk Construction, LLC					97,148.00
Hendrix Fire Protection, Inc.					
644- Statesboro ...	Bill	03/25/2022	644/975204jg SCVB	fire extingui...	181.44
644- Statesboro ...	Bill	03/28/2022	644/975194JG	fire extingui...	60.48
Total Hendrix Fire Protection, Inc.					241.92
Howard Lumber & Hardware, Inc.					
644- Statesboro ...	Bill	06/05/2020	644/2006-026803	Framing Ma...	15.29
644- Statesboro ...	Bill	06/05/2020	644/2006-026665	Framing Ma...	5.35
644- Statesboro ...	Bill	06/05/2020	644/2006-026667	Framing Ma...	840.38
644- Statesboro ...	Bill	09/08/2020	644/2009-049587	Framing Ma...	73.41
644- Statesboro ...	Bill	12/01/2020	644/2012-067761	Interior Doo...	698.50
644- Statesboro ...	Bill	12/04/2020	644/2012-068666	Interior Doo...	236.39
644- Statesboro ...	Bill	12/09/2020	644/2012-069967	Exterior Do...	1,381.10
644- Statesboro ...	Bill	03/08/2021	644/2103-088484	floor truss F...	9,482.40
644- Statesboro ...	Bill	04/07/2021	644/2104-096236	Framing Ma...	492.48
644- Statesboro ...	Bill	09/02/2021	644/2109-135361	Framing Ma...	3,407.40
644- Statesboro ...	Bill	09/09/2021	644/2109-136875	Framing Ma...	272.59
644- Statesboro ...	Bill	09/08/2021	644/2109-137205	Framing Ma...	611.32
644- Statesboro ...	Bill	09/14/2021	644/2109-138207	Framing Ma...	613.33
644- Statesboro ...	Bill	10/19/2021	644/2110-148610	Miscellaneo...	113.04
644- Statesboro ...	Bill	10/25/2021	644/2110-150266	doors Inter...	5,481.97
644- Statesboro ...	Bill	11/01/2021	644/2111-152338	Interior Doo...	173.49
644- Statesboro ...	Bill	11/01/2021	644/2111-152378	Framing Ma...	581.58
644- Statesboro ...	Bill	11/03/2021	644/2111-153246	Interior Doo...	75.11
644- Statesboro ...	Bill	11/03/2021	644/2111-153288	Interior Doo...	162.79
644- Statesboro ...	Cre...	11/10/2021	644/2111-155182	Framing Ma...	-581.58
644- Statesboro ...	Bill	03/02/2022	644/2203-184879	Framing Ma...	487.66
644- Statesboro ...	Bill	03/03/2022	644/2203-185083	Steel Materi...	343.98
644- Statesboro ...	Bill	03/15/2022	644/2203-188252	Sheetrock ...	29.35
644- Statesboro ...	Bill	03/21/2022	644/2203-189613	Exterior Pre...	426.33
644- Statesboro ...	Bill	03/22/2022	644/2203-189729	sakrete Mis...	64.67
644- Statesboro ...	Bill	03/22/2022	644/2203-189741	Miscellaneo...	203.96
644- Statesboro ...	Bill	02/28/2022	644/2202-184078	Exterior Do...	632.88
644- Statesboro ...	Bill	03/04/2022	644/2203-185358	Steel Materi...	219.78
644- Statesboro ...	Bill	03/08/2022	644/2203-186138	Steel Materi...	534.07
644- Statesboro ...	Bill	03/23/2022	644/2203-190313	Interior Doo...	169.32
Total Howard Lumber & Hardware, Inc.					27,248.34
James M. Anderson & Associates					
644- Statesboro ...	Bill	07/20/2020	644/20inv3614	Engineering...	3,900.00
644- Statesboro ...	Bill	08/13/2021	644/4031	Engineering...	2,500.00
Total James M. Anderson & Associates					6,400.00
Jeff Reddick dba Reddick Backhoe					
644- Statesboro ...	Bill	04/10/2021	644/SCVB	Site/Lot Cle...	2,320.00
Total Jeff Reddick dba Reddick Backhoe					2,320.00

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
KenBrick (Inc.)					
644- Statesboro ...	Bill	04/28/2022	644/bro-0117447	Sand and M...	149.58
644- Statesboro ...	Bill	04/27/2022	644/bro-0117455	Sand and M...	103.68
Total KenBrick (Inc.)					253.26
Kennedy Heating & Air, Inc					
644- Statesboro ...	Bill	06/24/2021	644/35090	12 Seer Units	7,500.00
644- Statesboro ...	Bill	08/03/2021	644/35320	12 Seer Units	25,000.00
644- Statesboro ...	Bill	09/27/2021	644/35716	12 Seer Units	10,000.00
644- Statesboro ...	Bill	01/11/2022	644/36016	12 Seer Units	10,000.00
Total Kennedy Heating & Air, Inc					52,500.00
Lowe's					
644- Statesboro ...	Bill	10/25/2020	stmt 10/25/2020	Miscellaneo...	23.13
644- Statesboro ...	Bill	01/25/2021	stmt 01/25/2021	Miscellaneo...	245.14
644- Statesboro ...	Bill	02/25/2021	stmt 02/25/2021	Miscellaneo...	117.76
644- Statesboro ...	Bill	04/25/2021	04/25/2021 stmt	Miscellaneo...	118.92
644- Statesboro ...	Bill	06/25/2021	stmt 06/25/2021	Miscellaneo...	71.81
644- Statesboro ...	Bill	03/25/2022	stmt 03/25/2022	Miscellaneo...	83.46
644- Statesboro ...	Bill	04/25/2022	stmt 04/25/2022	Miscellaneo...	380.27
Total Lowe's					1,040.49
LSL South Construction, LLC					
644- Statesboro ...	Bill	09/14/2021	644/SCVB	Interior Trim...	10,700.00
644- Statesboro ...	Bill	11/04/2021	644/SCVB	Interior Trim...	6,720.00
644- Statesboro ...	Bill	03/07/2022	644/8	Interior Trim...	2,100.00
644- Statesboro ...	Bill	03/15/2022	644/9	Interior Doo...	2,100.00
644- Statesboro ...	Bill	03/23/2022	644/11	Interior Trim...	1,860.00
644- Statesboro ...	Bill	04/04/2022	644/15	Interior Trim...	3,190.00
Total LSL South Construction, LLC					26,670.00
Maxwell-Reddick & Associates, Inc.					
644- Statesboro ...	Bill	04/05/2021	644/9125	Engineering...	315.00
644- Statesboro ...	Bill	02/01/2021	644/8984	Engineering...	960.00
Total Maxwell-Reddick & Associates, Inc.					1,275.00
Northside Supply Company					
644- Statesboro ...	Bill	03/15/2022	644/288457	Plumbing M...	2,277.29
644- Statesboro ...	Bill	01/17/2022	644/288465	Plumbing M...	58.97
644- Statesboro ...	Bill	01/17/2022	644/288486	Plumbing M...	9.45
Total Northside Supply Company					2,345.71
Parker Engineering, LLC					
644- Statesboro ...	Bill	08/20/2020	644/2091	Engineering...	900.00
644- Statesboro ...	Bill	09/13/2020	644/2122	Engineering...	600.00
644- Statesboro ...	Bill	08/23/2021	644/2436	Engineering...	2,500.00
644- Statesboro ...	Bill	01/27/2022	644/2534	Engineering...	5,000.00
Total Parker Engineering, LLC					9,000.00
Performance Insulation, LLC					
644- Statesboro ...	Bill	06/24/2021	644/2012952	Insulation M...	17,000.00
Total Performance Insulation, LLC					17,000.00
Preferred Tile, LLC					
644- Statesboro ...	Bill	12/20/2021	644/3416	Ceramic Til...	14,354.98
644- Statesboro ...	Bill	02/22/2022	644/3429	Ceramic Til...	2,500.00
Total Preferred Tile, LLC					16,854.98

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
Quality Painting of Statesboro					
644- Statesboro ...	Bill	11/22/2021	644/SCVB	Paint	10,000.00
644- Statesboro ...	Bill	12/27/2021	644/SCVB	Paint	3,000.00
644- Statesboro ...	Bill	01/18/2022	644/SCVB	Paint	8,000.00
644- Statesboro ...	Bill	03/28/2022	644/SCVB	Paint	11,025.00
Total Quality Painting of Statesboro					32,025.00
Ricardo Dajui					
644- Statesboro ...	Bill	04/03/2022	644/SCVB	columns Bri...	3,375.00
644- Statesboro ...	Bill	05/02/2022	644/SCVB	floor Brick ...	2,400.00
Total Ricardo Dajui					5,775.00
Ricks Auto Glass & Storefront, Inc.					
644- Statesboro ...	Bill	05/24/2021	644/SCVB	Windows	17,585.00
Total Ricks Auto Glass & Storefront, Inc.					17,585.00
RMK Concrete, LLC					
644- Statesboro ...	Bill	01/24/2022	644/851	gutter drain ...	1,365.00
644- Statesboro ...	Bill	02/14/2022	644/865	Sidewalk La ...	3,451.25
644- Statesboro ...	Bill	03/04/2022	644/19	Concrete L ...	12,628.55
644- Statesboro ...	Bill	04/26/2022	644/67	Miscellaneous ...	3,162.50
644- Statesboro ...	Bill	04/28/2022	644/67	Miscellaneous ...	602.22
Total RMK Concrete, LLC					21,209.52
South Woodworks, LLC					
644- Statesboro ...	Bill	09/13/2021	644/1257-01	Hanging & ...	4,000.00
644- Statesboro ...	Bill	09/27/2021	644/1257-02	Sheetrock ...	3,920.00
Total South Woodworks, LLC					7,920.00
Southern Landscape Curbing, LLC					
644- Statesboro ...	Bill	02/10/2022	644/201022	Flooring	7,400.00
644- Statesboro ...	Bill	03/01/2022	644/301022	concrete ref...	20,000.00
Total Southern Landscape Curbing, LLC					27,400.00
Southern Rental Systems, Inc.					
644- Statesboro ...	Bill	12/21/2020	644/20373.1.2	SCVB Equipment ...	1,325.16
644- Statesboro ...	Bill	08/13/2021	644/21719.2.3	Equipment ...	725.76
644- Statesboro ...	Bill	07/16/2021	644/21719.1.2	Equipment ...	812.16
644- Statesboro ...	Bill	09/10/2021	644/21719.3.4	Equipment ...	725.76
644- Statesboro ...	Bill	10/08/2021	644/21719.4.5	Equipment ...	725.76
644- Statesboro ...	Bill	10/05/2021	644/21719.5.6	Equipment ...	725.76
644- Statesboro ...	Bill	11/10/2021	644/21719.6.7	Equipment ...	725.76
644- Statesboro ...	Bill	01/24/2022	644/23072.1.2	Equipment ...	691.20
Total Southern Rental Systems, Inc.					6,457.32
SRM Concrete					
644- Statesboro ...	Bill	02/14/2022	644/1030093373	Sidewalk La ...	3,784.32
644- Statesboro ...	Bill	03/03/2022	644/1030097032	Avg Yds Co ...	4,179.60
644- Statesboro ...	Bill	03/04/2022	644/1030097417	Avg Yds Co ...	5,450.22
Total SRM Concrete					13,414.14
Statesboro Floor Covering, Inc.					
644- Statesboro ...	Bill	03/10/2022	644/4469	Flooring	4,496.00
Total Statesboro Floor Covering, Inc.					4,496.00
Storehouse Salvage					
644- Statesboro ...	Bill	08/23/2021	644/x09110/2	Interior Doo...	6,661.44
Total Storehouse Salvage					6,661.44

St. Andrews Builders, Inc
Job Costs by Job and Vendor Detail
All Transactions

Name	Type	Date	Num	Memo	Amount
Tommy Deloach Construction					
644- Statesboro ...	Bill	04/13/2020	644/ SCVB	Demolition	6,000.00
644- Statesboro ...	Bill	12/07/2020	644/SCVB	Miscellaneo...	1,100.00
644- Statesboro ...	Bill	12/28/2020	644/SCVB	demo concr...	1,800.00
644- Statesboro ...	Bill	12/28/2020	644/SCVB	chalk out w...	200.00
644- Statesboro ...	Bill	02/15/2021	644/SCVB	Framing La...	5,400.00
644- Statesboro ...	Bill	02/22/2021	644/SCVB	Framing La...	4,000.00
644- Statesboro ...	Bill	03/01/2021	644/SCVB	Framing La...	1,000.00
644- Statesboro ...	Bill	03/15/2021	644/SCVB	Framing La...	2,000.00
644- Statesboro ...	Bill	03/29/2021	644/SCVB	Framing La...	3,000.00
644- Statesboro ...	Bill	04/12/2021	644/SCVB	Framing La...	1,000.00
644- Statesboro ...	Bill	04/12/2021	644/SCVB	Build out for...	1,200.00
644- Statesboro ...	Bill	04/12/2021	644/SCVB	change doo...	150.00
644- Statesboro ...	Bill	04/12/2021	644/SCVB	temp handr...	50.00
644- Statesboro ...	Bill	05/20/2021	644/SCVB	Framing La...	350.00
644- Statesboro ...	Bill	06/14/2021	644/SCVB	labor to sec...	1,000.00
644- Statesboro ...	Bill	10/25/2021	644/SCVB	Framing La...	900.00
644- Statesboro ...	Bill	10/25/2021	644/SCVB	Constructio...	900.00
Total Tommy Deloach Construction					30,050.00
W.A. Bragg & Co., Inc.					
644- Statesboro ...	Bill	12/29/2021	644/2606749	Plumbing Fi...	30.56
644- Statesboro ...	Bill	02/03/2022	644/2614410	Plumbing Fi...	114.22
644- Statesboro ...	Bill	02/02/2022	644/2604249	Plumbing Fi...	4,973.72
644- Statesboro ...	Bill	03/17/2022	644/2625247	Plumbing Fi...	66.53
644- Statesboro ...	Bill	03/16/2022	644/2624850	Plumbing Fi...	196.44
644- Statesboro ...	Cre...	05/20/2022	644/2625250	Plumbing Fi...	-60.62
Total W.A. Bragg & Co., Inc.					5,320.85
Y-Delta, Inc.					
644- Statesboro ...	Bill	11/24/2021	644/8349	Fire Line, s...	80,000.00
644- Statesboro ...	Bill	03/01/2022	644/8368	Miscellaneo...	17,056.99
Total Y-Delta, Inc.					97,056.99
Yates - Astro					
644- Statesboro ...	Bill	01/11/2021	644/1003143	Termite Tre...	189.00
Total Yates - Astro					189.00
Total 644- Statesboro Conv Visitor Bureau					742,351.06
TOTAL					742,351.06

STA Fee 22,000.00

\$ 764,351.06

Evidence of Site Control:
Parcel No. S29 000030 001

DOC# 009374
RECORDED IN OFFICE
12/12/2018 11:41 AM
BK:2484 FG:72-73
HEATHER BANKS MCNEAL
CLERK OF COURT
BULLOCH

FILED
BULLOCH COUNTY
CLERK'S OFFICE


REAL ESTATE TRANSFER TAX
PAID: \$97.50

After Recording Return to:
R. Kenny Stone, P.C.
P. O. Box 681
Statesboro, GA 30459

2018 DEC 12 A 9:52

Heather Banks McNeal
CLERK OF COURT

PT-61 016-2018-003052

STATE OF GEORGIA

COUNTY OF BULLOCH

WARRANTY DEED

THIS INDENTURE, Made as of the 11th day of December, 2018, between ANU, INC., a Georgia corporation having its principal office in Columbia County, Georgia, and **SANTOSH RANI, f/k/a SANTOSH RANI CHAND**, of Columbia County, Georgia, as party or parties of the first part, hereinafter called Grantor, and **STATESBORO CONVENTION AND VISITORS BUREAU, INC.**, a Georgia non-profit corporation having its principal office in Bulloch County, Georgia, as party or parties 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 AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration 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, alien, convey and confirm unto the said Grantee all the following described property, to-wit:

All that certain tract or parcel of land lying, situate and being in the 1209th G. M. District of Bulloch County, Georgia, designated as **Parcel B**, containing **1.438 acres**, as shown on a plat prepared by James G. Swift & Associates, dated July 30, 1998, last revised May 24, 1999, and recorded in Plat Book 67, Page 556, Bulloch County Records; said property being bound now or formerly as follows: North by lands of J. L. Gaultney, Sr. and lands of James B. Lanier, Jr.; East by lands of James B. Lanier, Jr., lands of the R. F. Lester Estate, and lands of Norfolk Southern Railway; South by Parcel A of the aforesaid plat; and West by lands of Shoney's, Inc. and lands of Taco Bell. The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

This conveyance includes all rights of the Grantor in and to a **25' Ingress-Egress Easement** extending from South Main Street across Parcel A to Parcel B as shown on the aforesaid plat prepared by James G. Swift & Associates, dated July 30, 1998, last revised May 24, 1999, and recorded in Plat Book 67, Page 556, Bulloch County Records. The aforesaid plat and the description of said easement thereon are by reference incorporated herein and made a part of this description.

Said property is designated as Tax Parcel 0S29 000030 001 on the records maintained by

the Tax Assessor of Bulloch County, Georgia.

This being a portion of the property conveyed by Rajeev, Sanjeev & Sapna, Inc. to Anu, Inc. by Warranty Deed dated July 8, 1998, recorded in Deed Book 952, Pages 149-151, Bulloch County Records.

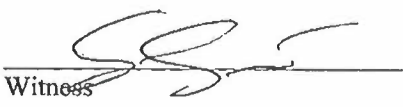
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

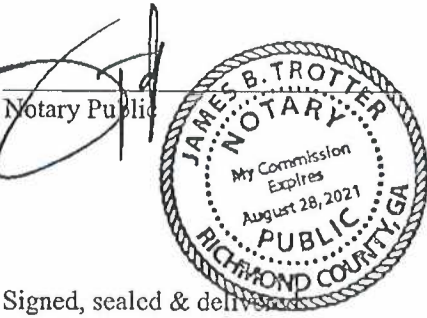
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of all persons whomsoever.

SANTOSH RANI, F/K/A SANTOSH RANI CHAND joins in this deed individually in order to warrant the title and to convey any individual interest she may have in and to the above described property under the terms of the Final Judgment and Decree of Total Divorce entered by the Superior Court of Richmond County, Georgia, on October 11, 2011, in the case of *Santosh Rani Chand v. Tek Chand* (Civil Action No. 2009-RCD-1316) or otherwise.

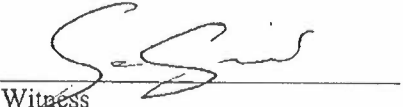
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

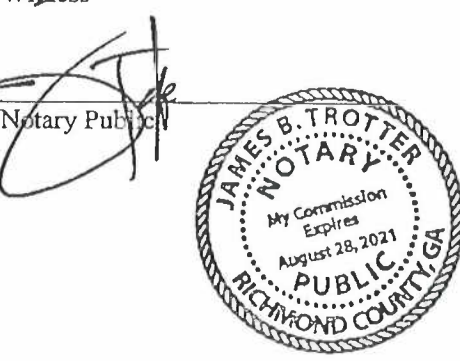
Signed, sealed & delivered in the presence of:

Witness 


Notary Public 

Signed, sealed & delivered in the presence of:

Witness 

Notary Public 

ANU, INC.

By: 
SANTOSH RANI, President

Attest: 
SANTOSH RANI, Secretary

(CORPORATE SEAL)

 (SEAL)
SANTOSH RANI, f/k/a SANTOSH RANI CHAND

Evidence of Site Control:
Parcel No. S29 000044 000

DOC# 009199
RECORDED IN OFFICE
11/3/2020 10:06 AM
BK:2602 PG:257-258
HEATHER BANKS MCNEAL
CLERK OF COURT
BULLOCH
REAL ESTATE TRANSFER
TAX PAID: \$0.00

FILED
BULLOCH COUNTY
CLERK'S OFFICE

After Recording Return To:
R. Kenny Stone, P.C.
P. O. Box 681
Statesboro, GA 30459

2020 OCT 30 A 10:19

Heather Banks McNeal
CLERK OF COURT TC

STATE OF GEORGIA

COUNTY OF BULLOCH

PT-61 016-2020-002711

QUITCLAIM DEED

THIS INDENTURE made as of the 27th day of October, 2020, between **DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY**, as party or parties of the first part, hereinafter called "Grantor", and **STATESBORO CONVENTION AND VISITORS BUREAU, INC.**, a Georgia non-profit corporation having its principal office in Bulloch County, Georgia, as party or parties of the second part, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context required or permits.)

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is acknowledged, has bargained, sold and by these presents does remise, release and forever quitclaim to the said Grantee, his heirs and assigns, all the right, title, interest, claim or demand the Grantor has or may have had in and to the following described property, to-wit:

TRACT ONE: All that certain tract or parcel of land lying, situate and being in the 1209th G. M. District of Bulloch County, Georgia, and in the City of Statesboro, designated as **Parcel No. 7**, containing **0.35 acre**, as shown on a plat prepared by Marlin Nevil, Registered Land Surveyor, dated June 11, 1998, recorded in Plat Book 59, Page 74, Bulloch County Records; said property being bound now or formerly as follows: North by Parcel No. 8 of the aforesaid plat; East by Parcel No.9 of the aforesaid plat; South by lands of Rajeev, Sanjeev & Sapna, Inc.; and West by lands of Rajeev, Sanjeev & Sapna, Inc. The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

TRACT TWO: All that certain tract or parcel of land lying, situate and being in the 1209th G. M. District of Bulloch County, Georgia, and in the City of Statesboro, designated as **Parcel No. 8**, containing **0.17 acre**, as shown on a plat prepared by Marlin Nevil, Registered Land Surveyor, dated June 11, 1998, recorded in Plat Book 59, Page 74, Bulloch County Records; said property being bound now or formerly as follows: North by lands of J. L. Gaultney; East by Parcel No.9 of the aforesaid plat;

South by Parcel No. 7 of the aforesaid plat; and West by lands of Rajeev, Sanjeev & Sapna, Inc. The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

Tracts One and Two being the same property conveyed by The Mayor and Council of the City of Statesboro to Downtown Statesboro Development Authority by Quitclaim Deed dated October 20, 2020, recorded in Deed Book 2600, Pages 198-199, Bulloch County Records.

Said property is also designated as Tax Parcel S29-044-000 on the records maintained by the Tax Assessor of Bulloch County, Georgia.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

To Have and Hold the said described premises unto the said Grantee, his heirs and assigns, so that neither Grantor, nor any other person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right, title or interest in or to the aforesaid described premises or its appurtenances, or any rights thereof.

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

Signed, sealed and delivered
in the presence of



Witness



Notary Public

**DOWNTOWN STATESBORO DEVELOPMENT
AUTHORITY**

By: 

FRANK D'ARCANGELO, Chairman

Attest: 

SUSAN HALLMAN, Secretary



(CORPORATE SEAL)

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

Statesboro Convention and Visitors Bureau, Inc.

For South Main TAD District

Private Improvements

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ___ day of October, 2022, 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 Statesboro Convention and Visitors Bureau, Inc., a Georgia corporation 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 in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

WHEREAS, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); 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 “Private Infrastructure”; and

WHEREAS, Developer applied for \$135,000.00 in TAD assistance for installation of Private Infrastructure at 225 South Main Street with such application being approved by the TAD Advisory Committee as required;

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

WHEREAS, Developer seeks to undertake the installation of Private 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 Private Infrastructure; and

WHEREAS, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private 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

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 Statesboro Convention and Visitors Bureau, Inc., a Georgia corporation, developer of the Private 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 October ____, 2022, 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. 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 Private Infrastructure.

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

“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.

“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.

“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 Private 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 Private 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.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely The Yard community event greenspace, relocation of utilities, pedestrian path and thoroughfare, historical identifiers, and engagement pieces for children.

“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.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 225 South Main Street and commonly known as the SCVB farmers market.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“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 and County.

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 225 South Main Street, 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 Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer 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 Private 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) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

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

(m) 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.

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 by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Private Infrastructure

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private 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.

Section 4.2 Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private

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.

ARTICLE 5 DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 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 Private 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. 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 Private Infrastructure.

Section 5.2 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private 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 Private Infrastructure in good repair and in good operating condition. .

Section 5.3 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 Private 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 Private Infrastructure.

Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

Section 5.5 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private 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 5.6 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Private 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 5.7 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 Private Infrastructure are not impaired thereby.

Section 5.8 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.

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 Private 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 Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) 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.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$135,000.
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

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 Forfeiture of Disbursements. Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 18 months of the Effective Date of this Agreement.

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 Private Infrastructure and, to the extent caused by construction of other elements of the Private 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 5.6; (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 completion of the Private 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

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:

SCVB, Inc.
225 South Main Street
Statesboro, Ga 30458

If to City:

Statesboro City Manager
50 E Main St
Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

Section 9.5 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 9.6 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 9.7 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 9.8 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.

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Leah Harden, City Clerk

Statesboro Convention and Visitors Bureau, Inc.

Peyton Fuller, Chairman

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

MEMORANDUM

Date: September 27, 2022

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: October 4, 2022 Agenda Item

Policy Issue: Application for TAD Financing: for the Foxhall Event Space by West District Events OZ Business, LLC.

Background: At the September 15, 2022 meeting of the Statesboro Downtown Tax Allocation District Committee, the above referenced proposal was reviewed and unanimously approved. Specifically, the applicant is requesting an additional \$151,193 in TAD financing to cover unanticipated cost increases associated with access and safety elements of the project. The total investment in this project is \$1,593,750.00 (excluding the TAD financing request). An analysis of this application was also performed by the City's financial advisor, Davenport & Company, who have determined that said application meets the parameters of the TAD Program.

Recommendation: Staff recommends approval of this application.

Budget Impact: Council Member District: All

Attachment: TAD Application for the Foxhall Event Space

<https://mail.google.com/mail/u/0/?tab=rm&ogbl#search/TAD+proposals/FMfcgzGpFqWQxFwxKpZxbVvdpbhDmNvX?projector=1&messagePartId=0.1>



**CITY OF STATESBORO
APPLICATION FOR TAD FINANCING**

FOR STAFF USE ONLY:

Date Application Filed: _____ Tad Meeting: _____ City Council Meeting: _____
Application Fee: Cash _____ Check No. _____ Receipt No _____
Application Taken By: _____

Part I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name: Foxhall Event Space (working name)
TAD District: _____
Amount Requested: \$151,193.00

B. DEVELOPER CONTACT INFORMATION:

Name: Randy Childs
Address: 73 S. College Street
City/State/Zip: Statesboro, Georgia 30458
Phone: (912) 682-5222
Fax: _____
Email: rchilds@therancogroup.com
Contact Name & Title: Randy Childs
Ownership Interest: 40.25%

C. PROPERTY OWNER CONTACT INFORMATION:

Name: West District Development, LLC c/o Josh Whitfield
Address: 91 S. College Street
City/State/Zip: Statesboro, Georgia 30458
Phone: (912) 681-6338
Fax: _____
Email: josh@whitfieldsigns.com

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.) LLC - See Exhibit "A"

**In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item.*

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name: DPR Architecture
Primary Contact Name: Frank D'Arcangelo
Address: 12 East Grady Street, Statesboro, Georgia 30458
Phone: (912) 764-6288
Email:

B. CIVIL/TRAFFIC ENGINEER:

Company Name: Maxwell-Reddick & Associates, Inc.
Primary Contact Name: Charles "Joey" Maxwell
Address: 40 Joe Kennedy Blvd., Statesboro, Georgia 30458
Phone: (912) 489-7112
Email:

C. CONTRACTOR:

Company Name: BAK Builders
Primary Contact Name: Brian Kent
Address: 450 Matthews Road, Statesboro, Georgia 30458
Phone: (912) 489-2348
Email:

D. PROPERTY MANAGER (IF APPLICABLE):

Company Name: Not applicable.
Primary Contact Name:
Address:
Phone:
Email:

E. DEVELOPER'S ATTORNEY:

Company Name: Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC
Primary Contact Name: Christopher R. Gohagan
Address: 12 Siebald Street, Statesboro, Georgia 30458
Phone: (912) 764-9055
Email: cgohagan@statesborolawgroup.com

F. OTHER:

Company Name:
Primary Contact Name:
Address:
Phone:
Email:

PART III: GENERAL PROJECT INFORMATION

A. GENERAL PROJECT DESCRIPTION:

Tax Parcel(s): S19 000001 002 Ward No: _____
 Location/Address: 81 S. College Street, Statesboro, Georgia 30458 Zoning: PUD
 Existing Use(s): Vacant Lot Size: 0.222 AC/Lot 2
 Current Full Value: \$220,000.00 Current Assessed Value (40%) \$88,000.00
 Current Annual Real Property Tax Bills: \$643.10 \$1,020.80 \$753.98
 (City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: 0

Estimated Existing City Public School Enrollment Residing Within Development Site: 0

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): N/A

Permanent Job Creation/Retention Associated with Development (If Applicable): 4

Estimated Annual Property Taxes Generated \$6,142.29 \$9,752.82 \$7,204.89
 (City) (County) (School)

B. PROJECT (USE) MIX:

	# Units	Building Area (SF)	% of Building Area
Residential			
Retail			
Office			
Other		10,000.00	
Parking Structures (Spaces)	50 adjoining parking spaces		
TOTAL			

1) Construction Type (New Construction, Rehab, Conversion, etc.): New Construction

C. RESIDENTIAL DETAIL (IF APPLICABLE):

1) Ownership Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL				

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL				

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):

The project will feature interior amenities not currently available in this market, including customizable floor plans, breakout rooms, bridal suites, and a full prep kitchen. The project will also feature exterior landscaping consistent with the remainder of the development site.

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail					
Other					
TOTAL					

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project. Include a value estimate for any building retained by the Developer) 2.1 Million

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:

Applicant seeks TAD financing assistance to cover unanticipated cost increases associated with access and safety elements of the project. Applicant has obtained two pricing details for the project, which are collectively attached as Exhibit "B". These quotes reflect a \$151,193.00 increase in project costs for these covered elements.

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps - See Exhibit "C".
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

PART IV: PROJECT ECONOMICS

A. FINANCING SOURCES

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt	Y	\$1,593,750.00	89.6%
Government Loans (Describe)			
State/Federal Grants (List Sources)			
Tax Credits			
Other Debt			
Contributed Equity			
Others Sources			
TAD Funding Request	Y	\$151,193.00	8.4%
TOTAL			

B. **EQUITY** – Describe the amount and source(s) of developer’s equity to be supplied to the development.

Developers have contributed \$531,250.00 of cash equity according to their schedule of interests.

Sean Davis (40.25%)

Randy Childs (40.25%)

Josh Whitfield (19.50%)

C. **ESTIMATED FINANCING TERMS** – Estimate interest rates/costs of debt financing to be used.

3.75% APR on a ten (10) year fixed term.

D. **DISCOUNTED CASH FLOW ANALYSIS** - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

See Exhibit "D".

E. **CONSTRUCTION COST ESTIMATES**: Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

See Exhibit "B".

- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

See Exhibit "D".

- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

Revenue projections are down from comparable luxury venues in Savannah, Georgia and Augusta, Georgia as well as local vendors such as The Belle House and GSU Performing Arts Center.

- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

All returns will be dedicated to debt service until financing is satisfied.

PART V: SITE CONTROL, ZONING & SCHEDULE

- A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc. - See Exhibit "E".
- B. Indicate the requested zoning designation(s) for the project site.
- C. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals. - See Exhibit "F".
- D. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals. - See Exhibit "F".
- E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.
- F. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones: - See Exhibit "F".
- 1) Obtain Financing Commitments
 - 2) Detailed (Final) Site Plan Approval
 - 3) Real Estate Closing Date (if applicable)

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

PART VI: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE:



(Applicant's Authorized Signature)

DATE:

8/16/22

Randy Childs

(Typed or Printed Name)

TITLE:

owner

WITNESS SIGNATURE:



(Witness Signature)

DATE:

8/16/22

Bryce Braddy

(Typed or Printed Name)

Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED _____

DATE: _____

EXHIBIT

A

PROJECT PARTICIPANTS:

Josh Whitfield
91 South College Street
Statesboro, Georgia 30458
P: (912) 681-6338
E: josh@whitfieldsigns.com

Randy Childs
73 South College Street
Statesboro, Georgia 30458
P: (912) 682-5222
E: rchilds@therancogroup.com

Sean Davis
23452 U.S. Highway 80
Statesboro, Georgia 30461
P: (912) 489-3716
E: sean.davis@assuredpartners.com

OWNERSHIP INTEREST:

Randy Childs	40.25%
Sean Davis	40.25%
Josh Whitfield	19.50%

EXHIBIT

B



BAK
BUILDERS, LLC
GENERAL CONTRACTORS

November 12, 2021

Mr. Josh Whitfield
West District Event Space, LLC
91 S. College St.
Statesboro, GA 30458

Re: Bid for Construction
The Social House at West

Mr. Whitfield,

Following is a proposal for the construction of the Social House at West based on the drawings dated July 21, 2021 by DPR Architecture.

Scope of work and Clarifications:

Work includes all labor, materials, and equipment to perform the work as described below.

- Termite pre-treatment for footings and slab
- 4" monolithic concrete slab with reinforcing steel, turndowns, and footings to meet the metal building design loads. There was no design for these items, so we assumed sizes and quantities until the metal building design is obtained.
- Construction of a 9,200 sf pre-engineered metal building as shown with second floor and mechanical mezzanine.
- Queen size brick veneer as shown on interior and exterior walls with a \$340 per thousand brick material allowance
- Metal framed exterior walls with "densglass" exterior gypsum sheathing, commercial grade vapor/air barrier, spray foam insulation, and drywall as shown
- Metal framed interior walls with batt insulation and drywall as shown
- Steel stairs with concrete filled pans and stainless cable guardrails
- Steel mezzanine guardrails and stainless cable rails on second floor as shown
- Metal roof and wall panels with exposed fasteners
- Painted 1x window and door trim casings with wood stool/sill on interior
- Pre-hung single panel mdf doors on interior and hollow metal flush doors/frames on exterior as shown on door schedule.
- Storefront entry doors and storefront windows as shown with panic hardware
- Sectional overhead aluminum doors for garage door and bar window, manually operated
- \$600 material allowance per door for four front "fiberglass" doors in storefront frames

PO Box 2115 (30459) ● 450 Mathews Rd. (30458) ● Statesboro, GA

phone (912) 489-2348 ● fax (912) 489-5562



- \$6,240 material allowance included for door hardware excluding storefront doors provided by storefront contractor
- Walls and ceilings to be painted 5/8" drywall throughout with spray foam closed cell insulation in roofline (no ignition barrier coating if drywall is covering the foam roof)
- Sealed concrete in back areas and polished concrete floors in front areas scheduled to receive concrete floors
- \$30,000 allowance for floor coverings and tile floors/6' wainscot to include materials, installation, and setting materials
- Solid phenolic toilet partitions on stalls except H/C stalls will be traditional framed walls with louvered wood doors and lockets
- \$2,000 material allowance for toilet accessories materials to include grab bars, paper towel dispensers, toilet paper dispensers, and mirrors
- Fire extinguishers and semi-recessed cabinets as required to meet code requirements
- A Knox box installed at front entry doors as required by fire department
- Painted wood cabinets and solid surface tops (excluding bar)
- Plumbing system to include fixtures as specified and gas piping (excludes gas lanterns)
- Tie water and sewer to building with existing stub ups and install 2" backflow preventer on city installed meter
- HVAC system
- Electrical system as shown excluding purchase of light fixtures and the BDA system as specified. We DID include running the 3 phase power tie in in aluminum feeders to the existing 3-phase transformer.
- Fire alarm system as specified with audible alert
- Voice/data cabling for wireless access points and TV locations shown. WAP's included (8 total). Includes RG6 coax to all TV's shown. Includes wall rack, patch panel, and 12 port switch for termination.

Price: **\$1,627,632.00**

Exclusions, Assumptions, and Clarifications:

1. Builder's risk insurance is included in pricing.
2. No permitting, ATC, meter, inspection, or regulatory fees are included.
3. No NPDES permitting, monitoring, or inspections are included.
4. No ALTA or as-built surveys are included
5. No contingency funds are included.
6. A bond is not included in this proposal but can be provided upon request at an additional cost.
7. This proposal is based on normal working hours.



8. No architectural or engineering design fees are included in this proposal.
9. No sitework is included (staking, modifications to the site layout, grading the new building pad, modifying utilities, erosion control, curb/gutter, sidewalks, paving)
10. No site utilities are included (water lines, gas line, relocation for sewer/water)
11. No provisions included for stripping/replacing any unsuitable soils.
12. No special fill (sand or rock) included for slab.
13. No landscaping or sprinkler is included
14. No fencing or dumpster enclosures are included
15. No gutter and downspout included.
16. No furnishings, fixtures, or equipment are included.
17. No appliances, bar equipment, or kitchen equipment are included.
18. No window treatments are included.
19. The bar and bar tops are not included in our pricing as stated as owner provided on plans.
The back of bar cabinets and tops are included.
20. No signage is included other than bathroom identification signs.
21. No gas meter or gas piping to building is included (by City)
22. No gas lanterns are included
23. No fire sprinkler systems
24. No light fixtures or lighting allowances are included. (Plans state all lighting fixtures to be selected by owner). These fixtures will need to be compatible with the lighting control panels that are specified in the plans.
25. We did not include the bi-directional amplifier system shown on the drawings.
26. No low voltage wiring or systems are included other than fire alarm and limited data cabling with WAP's as stated in proposal (phone systems, audio/visual systems, intrusion alarm systems, surveillance systems, computer systems, or data equipment)

Thank you for the opportunity to work with you on this and any upcoming projects. Please do not hesitate to call if you have any questions.

Thank you,

Brian Kent
BAK Builders



June 30, 2022

Mr. Josh Whitfield
West District Event Space, LLC
91 S. College St.
Statesboro, GA 30458

Re: Revised Bid for Construction
Event Space at West District

Mr. Whitfield,

Following is a proposal for the construction of the Social House/Foxhall at West based on the drawings dated July 21, 2021 by DPR Architecture and feedback from the state and local plan reviews.

Scope of work and Clarifications:

Work includes all labor, materials, and equipment to perform the work as described below.

- Site development for grading, parking, and fire line installation.
- Termite pre-treatment for footings and slab
- 4" monolithic concrete slab with reinforcing steel, turndowns, and footings to meet the metal building design loads. There was no design for these items, so we assumed sizes and quantities until the metal building design is obtained.
- Construction of a 9,200 sf pre-engineered metal building as shown with second floor and mechanical mezzanine.
- Queen size brick veneer as shown on interior and exterior walls with a \$340 per thousand brick material allowance
- Metal framed exterior walls with "densglass" exterior gypsum sheathing, commercial grade vapor/air barrier, spray foam insulation, and drywall as shown
- Metal framed interior walls with batt insulation and drywall as shown
- Steel stairs with concrete filled pans and stainless cable guardrails
- Steel mezzanine guardrails and stainless cable rails on second floor as shown
- Metal roof and wall panels as specified
- Painted 1x window and door trim casings with wood stool/sill on interior
- Pre-hung single panel mdf doors on interior and hollow metal flush doors/frames on exterior as shown on door schedule.
- Storefront entry doors and storefront windows as shown with panic hardware
- Sectional overhead aluminum doors for bar window, manually operated



-
- \$6,240 material allowance included for door hardware excluding storefront doors provided by storefront contractor
 - Walls and ceilings to be painted 5/8" drywall throughout with spray foam closed cell insulation in roofline (no ignition barrier coating if drywall is covering the foam roof)
 - Sealed concrete in back areas and polished concrete floors in front areas scheduled to receive concrete floors
 - \$30,000 allowance for floor coverings and tile floors/6' wainscot to include materials, installation, and setting materials
 - Solid phenolic toilet partitions on stalls except H/C stalls will be traditional framed walls with louvered wood doors and lockets
 - \$2,000 material allowance for toilet accessories materials to include grab bars, paper towel dispensers, toilet paper dispensers, and mirrors
 - Fire extinguishers and semi-recessed cabinets as required to meet code requirements
 - A Knox box installed at front entry doors as required by fire department
 - Painted wood cabinets and solid surface tops (excluding bar)
 - Plumbing system to include fixtures as specified and gas piping (excludes gas lanterns)
 - Tie water and sewer to building with existing stub ups and install 2" backflow preventer on city installed meter
 - HVAC system as specified with single wall duct including test and balance and leak detection devices as specified
 - Fire sprinkler system including underground water service PIV and backflow
 - Electrical system as shown excluding purchase of light fixtures and the BDA system as specified. I do not think that the city of Statesboro will require this. We DID include running the 3 phase power tie in in aluminum feeders to the existing 3-phase transformer.
 - Fire alarm system as specified with audible alert
 - Voice/data cabling for wireless access points and TV locations shown. WAP's included (8 total). Includes RG6 coax to all TV's shown. Includes wall rack, patch panel, and 12 port switch for termination.

Price: **\$1,778,825.00**

Exclusions, Assumptions, and Clarifications:

1. Builder's risk insurance is included in pricing.
 2. No permitting, ATC, meter, inspection, or regulatory fees are included.
 3. No NPDES permitting, monitoring, or inspections are included.
 4. No ALTA or as-built surveys are included
-

PO Box 2115 (30459) ● 450 Mathews Rd. (30458) ● Statesboro, GA
phone (912) 489-2348 ● fax (912) 489-5562 ● info@bakbuilders.com



-
5. No contingency funds are included.
 6. A bond is not included in this proposal but can be provided upon request at an additional cost.
 7. This proposal is based on normal working hours.
 8. No architectural or engineering design fees are included in this proposal.
 9. No provisions included for stripping/replacing any unsuitable soils.
 10. No special fill (sand or rock) included for slab.
 11. No landscaping or sprinkler is included
 12. No fencing or dumpster enclosures are included
 13. No gutter and downspout included.
 14. No furnishings, fixtures, or equipment are included.
 15. No appliances, bar equipment, or kitchen equipment are included.
 16. No window treatments are included.
 17. The bar and bar tops are not included in our pricing as stated as owner provided on plans.
The back of bar cabinets and tops are included.
 18. No signage is included other than bathroom identification signs.
 19. No gas meter or gas piping to building is included (by City)
 20. No gas lanterns are included
 21. No light fixtures or lighting allowances are included. (Plans state all lighting fixtures to be selected by owner). These fixtures will need to be compatible with the lighting control panels that are specified in the plans.
 22. We did not include the bi-directional amplifier system shown on the drawings.
 23. No low voltage wiring or systems are included other than fire alarm and limited data cabling with WAP's as stated in proposal (phone systems, audio/visual systems, intrusion alarm systems, surveillance systems, computer systems, or data equipment)

Thank you for the opportunity to work with you on this and any upcoming projects. Please do not hesitate to call if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Brian Kent", written in a cursive style.

Brian Kent
BAK Builders, LLC

EXHIBIT

C



Overview



Legend

- Parcels
- Roads
- Bulloch County Outlines

<p>Parcel ID S19 000001 002</p> <p>Class Code Commercial</p> <p>Taxing District Statesboro TAD 1</p> <p>Acres 0.22</p>	<p>Owner WEST DISTRICT DEVELOPMENT LLC</p> <p> PO BOX 2116</p> <p> STATESBORO, GA 30459</p> <p>Physical Address 81 SOUTH COLLEGE ST</p> <p>Fair Market Value Value \$220000</p>	<p>Last 2 Sales</p> <table border="0"> <thead> <tr> <th>Date</th> <th>Price</th> <th>Reason</th> <th>Qual</th> </tr> </thead> <tbody> <tr> <td>5/24/2018</td> <td>0</td> <td>Q</td> <td>U</td> </tr> <tr> <td>n/a</td> <td>0</td> <td>n/a</td> <td>n/a</td> </tr> </tbody> </table>	Date	Price	Reason	Qual	5/24/2018	0	Q	U	n/a	0	n/a	n/a
Date	Price	Reason	Qual											
5/24/2018	0	Q	U											
n/a	0	n/a	n/a											

(Note: Not to be used on legal documents)

Date created: 7/15/2022
 Last Data Uploaded: 7/15/2022 12:47:29 AM

Developed by Schneider
 GEOSPATIAL

EXHIBIT

D

<u>DAY OF WEEK</u>	<u>DAY RATE</u>	<u>DAYS</u>	<u>SALES</u>	
INCOME:				
SATURDAY	\$ 3,500.00	40	\$140,000.00	LEAVES. 12-SATURDAYS NOT USED
FRIDAY	\$ 3,000.00	30	\$ 90,000.00	LEAVES 22 FRIDAYS NOT USED
THURSDAY	\$ 2,500.00	24	\$ 60,000.00	2X PER MONTH
MON-WED	\$ 1,500.00	24	\$ 36,000.00	2X PER MONTH
CONFERENCE	\$ 350.00	24	\$ 8,400.00	2X PER MONTH
ALCOHOL SALES	\$ 2,000.00	40	\$ 80,000.00	200,000 /50% LESS 20K EXPENSE= 80K
TB,CH,T-CLOTHS	\$ 1,000.00	50	\$ 50,000.00	200 PEOPLE PER EVENT- NET 1,000EA
EVENTS	\$ 2,500.00	6	\$ 15,000.00	EVENTS WE PUT ON
OTHER				
		TOTAL	\$479,400.00	40,000.00 month
EXPENSES:				
NOTE PAYMENT	\$ 9,450.00	12	\$113,400.00	BASED ON A 1,593,750 LOAN @ 3.75% 10 FIXED
INSURANCE	\$ 300.00	12	\$ 3,600.00	
POWER	\$ 1,200.00	12	\$ 14,400.00	
CLEANING	\$ 250.00	268	\$ 67,000.00	
ADVERTISING	\$ 1,000.00	12	\$ 12,000.00	
SALES MGR	\$35,000.00	1	\$ 35,000.00	
WEST ASSOCIAT	\$ 1,500.00	1	\$ 1,500.00	
		TOTAL	\$246,900.00	20,575.00 month
		NET	\$232,500.00	19,375.00 month
1,593,750	\$ 3.75	10yr	\$ 9,450.00	20 year am

EXHIBIT

E

RETURN RECORDED DOCUMENT TO:

SCOTT A. HODGIN, ESQUIRE
TAULBEE, RUSHING, SNIPES,
MARSH & HODGIN, LLC
1209 MERCHANTS WAY, SUITE 201
STATESBORO, GEORGIA 30458

FILED
BULLOCH COUNTY
CLERK'S OFFICE

2022 MAR 21 P 4:33

Heather Banks McNeal
CLERK OF COURT

DOC# 002924
RECORDED IN OFFICE
3/22/2022 10:45 AM
BK:2714 PG:269-271
HEATHER BANKS MCNEAL
CLERK OF COURT
BULLOCH
REAL ESTATE TRANSFER
TAX PAID: \$395.00
PT-61 016-2022-000825

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

STATE OF GEORGIA]
]
COUNTY OF BULLOCH]

LIMITED WARRANTY DEED

THIS INDENTURE made this 11th day of March, 2022, between **WEST DISTRICT DEVELOPMENT, LLC**, a Georgia limited liability company, (hereinafter referred to as "Grantor") and **WEST DISTRICT EVENTS OZ BUSINESS, LLC**, a Georgia limited liability company, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee, all of the following described property, to-wit:

All that certain lot, tract or parcel of land situate, lying and being in the 1209th G. M. District of Bulloch County, Georgia, and being in the City of Statesboro, being designated as Parcel #2, containing 0.222 of an acre, as shown on a plat prepared for West District, by John A. Dotson, Surveyor, dated November 3, 2021, recorded in Plat Book 68, Page 686, Bulloch County Records.

The aforesaid plat and the description thereon are by reference incorporated herein and made a part of this description.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the above-described property unto Grantee against the claims of any persons owning, holding or claiming by, through or under Grantor.

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

WEST DISTRICT DEVELOPMENT, LLC:

BY: *[Signature]*
JOSH WHITFIELD, Manager

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Jean J Lanning
Notary Public
My Commission Expires: 10/6/25

[SEAL]



ACCEPTANCE

The undersigned Grantee acknowledges that the above-described property is conveyed subject to those certain Restrictive Covenants of record, and by his signature hereto acknowledges the receipt of a copy of the Restrictive Covenants and agrees to be bound by the terms thereof.

This 11th day of March, 2022.

West District Events OZ Business, LLC

West District Events OZ Fund I, LLC,
Member:

BY: [Signature]
Josh Whitfield, Managing Member

BY: [Signature]
Randy Childs, Managing Member

BY: [Signature]
Sean Davis, Managing Member

West District Events OZ Fund II, LLC,
Member:

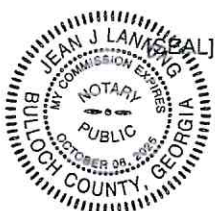
BY: [Signature]
Josh Whitfield, Managing Member

BY: [Signature]
Randy Childs, Managing Member

BY: [Signature]
Sean Davis, Managing Member

Sworn to and subscribed
before me:

[Signature]
Notary Public
My Commission Expires: 10/16/25



FILED
BULLOCH COUNTY
CLERK'S OFFICE

2022 MAR 21 P 4: 33

DOC# 002925
RECORDED IN OFFICE
3/22/2022 10:45 AM
BK:2714 PG:272-274
HEATHER BANKS MCNEAL
CLERK OF COURT
BULLOCH

Please cross-reference to Limited
Warranty Deed from West District
Development, LLC to West District
Events OZ Business, LLC dated
March 11, 2022, recorded in Deed
Book 2714, Pages 269-271.

Space above this line for recorder's use only

CLERK'S COVER SHEET

Law offices of:
Scott A. Hodgin
Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC
1209 Merchants Way, Suite 201
Post Office Box 327
Statesboro, Georgia 30459
(912) 764-9055

GRANTOR: **Whitfield Signs Holdings, LLC**

GRANTEE: **West District Events OZ Business, LLC**

DATE OF INSTRUMENT: **March 11, 2022**

TYPE OF INSTRUMENT: Warranty Deed
 Security Deed
 Cancellation
 Assignment
 Other: Parking Lot Agreement

Note: This cover page is for recording purposes only and does not modify or amend the Terms of the attached instrument.

RETURN TO:
CHRISTOPHER R. GOHAGAN
TAULBEE, RUSHING,
SNIPES, MARSH & HODGIN, LLC
12 SIEBALD STREET
STATESBORO, GEORGIA 30458

FILED
BULLOCH COUNTY
CLERK'S OFFICE
2022 MAR 21 P 4:34
Shelley M. Neal
CLERK OF COURT

STATE OF GEORGIA
COUNTY OF BULLOCH

PARKING LOT AGREEMENT

Agreement, made, effective as of March 16th, 2022, by and between WHITFIELD SIGNS HOLDINGS, LLC ("WHITFIELD"), a Georgia Limited Liability Company, and WEST DISTRICT EVENTS OZ BUSINESS, LLC ("WEST DISTRICT EVENTS"), also a Georgia Limited Liability Company.

1. WHEREAS, WHITFIELD owns and controls that certain tract of land containing 1.745 acres and being designated as Parcel #1 on that certain plat of survey dated May 18, 2018 recorded in Plat Book 67, Page 674, Bulloch County Records (the "Plat"). A copy of the Plat is attached hereto as Exhibit "A" and made a part of this agreement by reference; and

2. WHEREAS, WEST DISTRICT EVENTS owns and controls that certain tract of land containing 0.165 acres and being designated as Parcel #2 on the Plat.

3. NOW THEREFORE, In consideration of the mutual undertakings of the parties, it is agreed that the unimproved northern portion of Parcel #1 measuring 152.65 feet on the northern boundary along the former West Cherry Street and running southerly between parallel lines of approximately 150.00 feet in length forming the eastern and western boundaries and being labeled on the Plat as "Gravel Parking Area", which is owned and controlled by WHITFIELD may be used by WEST DISTRICT EVENTS and its successors in title, agents, tenants, customers and visitors for parking purposes in connection with the use of any structure or building to be constructed and located on Parcel #2, owned, or to be owned, by WEST DISTRICT EVENTS. For this purpose, WHITFIELD hereto grants a perpetual easement to WEST DISTRICT EVENTS and its successors in title, agents, tenants, customers and visitors for said use as a parking area.

4. All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and enure to the heirs, assigns, successors, tenants, and personal representatives of the parties hereto.

5. There shall be no monthly or annual fee paid by WEST DISTRICT EVENTS for said use of the Parking Area.

6. WEST DISTRICT EVENTS will indemnify and hold harmless WHITFIELD and all employees, officers, directors, shareholders, members, managers and agents of WHITFIELD (all such parties hereinafter the "Indemnitees") and release and hold harmless all Indemnitees from any and all suits, actions, damages, liabilities, costs, claims, expenses and/or attorney's fees in connection with loss of life, bodily or personal injury, or property damage, arising from or out of from any and all claims arising from the use of the Parking Area by WEST DISTRICT EVENTS or its successors in title, agents, tenants, customers and visitors.

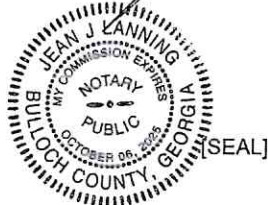
This agreement has been entered into under the hands and seals of the undersigned parties this 16th day of March, 2022.

Signed, sealed and delivered:

Shy
Witness
Jean J Lanning
Notary Public
My Commission Expires: 10/6/25

WHITFIELD SIGNS HOLDINGS, LLC

BY: [Signature]
JOSH WHITFIELD, Manager/Member



Signed, sealed and delivered:

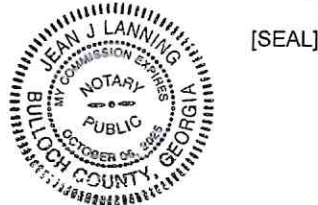
Shy
Witness
Jean J Lanning
Notary Public
My Commission Expires: 10/6/25

WEST DISTRICT EVENTS, LLC:

BY: [Signature]
JOSH WHITFIELD, Manager/Member

BY: [Signature]
SEAN DAVIS, Manager/Member

BY: [Signature]
RANDY CHILDS, Manager/Member



EXHIBIT

F

SITE CONTROL, ZONING AND SCHEDULE

- A. See Exhibit "E" for copies of deed and parking lot agreement.
- B. No requested zoning designations for the project site. All zoning is current.
- C. Yes, the project site is currently zoned for its intended use(s).
- D. Yes, all site plan approvals and/or variances have been obtained.
- E. Not applicable.
- F. The project construction schedule with time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction is attached as "Exhibit C".
 - 1. Financing Commitments: Obtained
 - 2. Detailed (Final) Site Plan Approval: Obtained
 - 3. The real estate closing date is May 24, 2018.
 - 4. Construction Start Date: June 1, 2022
 - 5. Estimated Completion Date: January 1, 2023
 - 6. Target Date for First Units Sold or Leased: January 1, 2023

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

West District Events OZ Business, LLC

For South Main TAD District

Private Improvements

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ___ day of October, 2022, 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 West District Events OZ Business, 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 in December, 2014 (the “TAD Resolution”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “TAD”) effective December 31, 2014; and

WHEREAS, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“County”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); 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 “Private Infrastructure”; and

WHEREAS, Developer applied for \$151,193.00 in TAD assistance for installation of Private Infrastructure at 81 South College Boulevard with such application being approved by the TAD Advisory Committee as required;

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

WHEREAS, Developer seeks to undertake the installation of Private 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 Private Infrastructure; and

WHEREAS, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private 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

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 West District Events OZ Business, LLC, developer of the Private 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 October ___, 2022, 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. 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 Private Infrastructure.

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

“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.

“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.

“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 Private 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 Private 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.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely The Yard community event greenspace, relocation of utilities, pedestrian path and thoroughfare, historical identifiers, and engagement pieces for children.

“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.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 81 South College Street and commonly known as Foxhall event space.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“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 and County.

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 73 South College Street, 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 Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer 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 Private 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) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

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

(m) 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.

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 by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Private Infrastructure

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private 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.

Section 4.2 Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private

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.

ARTICLE 5 DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 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 Private 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. 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 Private Infrastructure.

Section 5.2 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private 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 Private Infrastructure in good repair and in good operating condition. .

Section 5.3 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 Private 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 Private Infrastructure.

Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

Section 5.5 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private 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 5.6 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Private 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 5.7 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 Private Infrastructure are not impaired thereby.

Section 5.8 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.

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 Private 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 Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) 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.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$151,193.
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

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 Forfeiture of Disbursements. Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 18 months of the Effective Date of this Agreement.

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 Private Infrastructure and, to the extent caused by construction of other elements of the Private 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 5.6; (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 completion of the Private 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

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:

Randy Childs
73 South College Street
Statesboro, Ga 30458

If to City:

Statesboro City Manager
50 E Main St
Statesboro Georgia 30458

With a copy to: City Attorney at same address

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

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

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

Section 9.5 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 9.6 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 9.7 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 9.8 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.

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Leah Harden, City Clerk

West District Events OZ Business, LLC

Randy Childs, Member

Sean Davis, Member

Josh Whitfield, Member

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: Jason Boyles, Assistant City Manager

From: Darren Prather, Central Services Director

Date: 9-27-22

RE: Bid Award-Joe Brannen Hall and City Hall Renovations

Policy: Procurement

Recommendation:

Staff recommends award of contract for Joe Brannen Hall and City Hall improvements project to BAK Builders in the amount of \$1,383,335.00.

Background:

The City of Statesboro solicited sealed bids for the renovation of both Joe Brannen Hall and City Hall. These renovations involve Joe Brannen Hall being converted into new Human Resources offices along with the conversion of the warehouse space adjacent to Joe Brannen Hall into the new City health clinic. City Hall will receive renovations involving ADA and life safety improvements, security enhancements, and office space renovations on all floors.

During this bid process, we conducted a mandatory pre-bid and had eleven (11) contractors in attendance. Two (2) sealed bids were received and they are as follows:

- | | |
|----------------------------|----------------|
| 1. BAK Builders | \$1,383,335.00 |
| 2. Hubbard & Hudson Const. | \$1,471,000.00 |

Along with submitting pricing elements with the sealed bids, contractors were required to submit a mandatory bid bond, E-verify, MFBE documentation and other required signed and notarized documents commonly contained in our bid packages. While both contractors neglected to fully submit all information as required, after evaluating the submitted bids it was determined it was in the best interest of the City to waive informalities and accept both bids with recommendation of award for the low bid. This is in accordance with City policy and as provided under State Code, OCGA 36-91-20(c) (2).

The low bid is \$233,335.00 higher than the budget amount of \$1,150,000. However, 2013 SPLOST and 2019 SPLOST funds are available to cover the full amount of the low bid. Given the current uncertainty in the construction market the low bid remains within the project architect's estimated price range and is determined to be competitively priced. The project architect recommends award of contract to BAK Builders.

Upon approval, the contractor will be required to submit payment and performance bonds prior to receiving a notice to proceed. This bid process required a minimum 20% MFBE participation. The bid from BAK included signed acknowledgement of this requirement and BAK has since indicated to staff that their actual MFBE participation will be 23.66% of their total submitted bid price.

If awarded, this project is expected to commence mid-October with the completion of the Brannen Hall phase projected by May 1, 2023 and the completion of the City Hall phase by August 1, 2023. Staff recommends BAK Builders as they offered the lowest submitted bid price and they have a very successful track record with the City and similar projects such as the Georgia Southern Downtown City Campus project.

Budget Impact: All Departments

Council Person and District: All

Attachment: None

CITY OF STATESBORO

COUNCIL

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



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
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50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

To: Jason Boyles, Assistant City Manager

From: Darren Prather, Central Services Director

Date: 9-28-22

RE: Bid Award-WWTP Maint. Shop Covered Extension

Policy: Procurement

Recommendation:

Staff recommends the contract to provide a covered extension for the maintenance shop at the Waste Water Treatment Plant be awarded to Y-Delta as they submitted the lowest responsive bid of \$34,200.00. This project (FY 2023 CIP# WTP-13) is currently budgeted in the amount of \$40,000.00.

Background:

The City of Statesboro solicited sealed bids, for the second time, to provide a covered extension for the maintenance shop at the Waste Water Treatment Plant. The first bid process only resulted in one sealed bid and, per our policy, we have to return the sealed bid and re-advertise unless it is decided prior to the bid opening to accept only one submittal. If the bid process only results in one bid the second time, the City can accept the submittal for approval by Council. The specifications for this extension are 24ft. D x 60ft. W x 16ft. H. and with a wind load capacity of 130 mph. This structure will match the existing maintenance shop in appearance and other specifications such as metal gauges. Y-Delta has performed well in the past for the City concerning similar projects. With Y-Delta being a MFBE owned business, they exceed the minimum MFBE requirements for this bid.

Budget Impact: All Departments

Council Person and District: All

Attachment:

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
Janson Boyles, Assistant City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, P.E., P.L.S., Director of Public Works and Engineering

Date: September 21, 2022

RE: Recommendation for Approval of Stormwater Master Planning: Task Order 6

Policy Issue: Purchasing

Recommendation:

Staff recommends consideration of a motion to approve proposed Task Order #6 in the amount of \$49,840.00 with Goodwyn, Mills, and Cawood (GMC) as part of their Stormwater Masterplanning Professional Services Agreement. Task Order 6 includes planning, preliminary design and bathymetric survey of Lake Sal and the outfall structure, update hydrology & hydrologic model of Lake Sal drainage basin, and project management.

Background:

As part of the Stormwater Masterplanning Professional Services Agreement approved by City Council on August 16, 2016, GMC is assisting the City in the preparation of a design solution to the Lake Sal drainage improvement project. This project proposes to eliminate the ongoing flooding at the inlet and around the emergency overflow of Lake Sal. GMC previously performed a study of this area and proposed to construct a stormwater detention basin near Myrtle Crossing and Zetterower Road to mitigate this flooding. However, staff encountered property acquisition challenges with this proposal and recommends to perform the alternative design proposed herein.

Budget Impact:

The cost for Task Order #6 (\$49,840.00) is within budget for STM-36 Lake Sal Drainage Improvement CIP. The project is to be paid for through 2013 SPLOST funds.

Council Person and District: District 1, Councilman Phil Boyum

Attachments: GMC Task Order #6 Proposal

CC: Darren Prather, Director of Central Services

TASK ORDER NO. 06

To the PROFESSIONAL SERVICES AGREEMENT Stakeholder Engagement and Drainage Improvements in Basin No. 2 (“Lake Sal”): Phase 1 *Continuation of work completed under Task Order No. 03 “Assessment, Modeling, and Conceptual Design of Basin No. 2 (“Lake Sal Area”)*

This Task Order, made and entered into by and between the Mayor and City Council of Statesboro, GA, hereinafter called the "CITY" and Goodwyn Mills and Cawood, LLC, hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the PROFESSIONAL SERVICES AGREEMENT (the "AGREEMENT") entered into by the parties hereto on October 4, 2016, and assigned from Ecological Planning Group, LLC., (EPG), by the CITY upon acquisition of EPG by the CONSULTANT on October 1, 2018.

A. PURPOSE/BACKGROUND

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CITY with drainage improvements in Drainage Basin No. 2 (“Lake Sal Area”). This drainage basin was the focus of Task Order No. 03, in which a hydrologic and hydraulic (H&H) model was developed to create conceptual drainage improvement recommendations. The recommended approach that could deliver the highest level-of-service for flood mitigation, have the quickest installation timeline, and provide tremendous cost savings is *“real-time control of outlet structure in Lake Sal to discharge flow and increase storage capacity automatically based on rainfall forecasts.”*

There are a few factors that affect the feasibility of this approach, and one is attaining support and participation from the Lake Sal Homeowner’s Association (HOA), as they would need to grant the City a permanent easement and allow the outlet structure of their lake to be modified. As a result, this Task Order, as Phase 1, will focus on: (1) stakeholder engagement with the HOA to garner support, (2) bathymetric survey of Lake Sal, and (3) update H&H model and complete preliminary engineering design of the Lake Sal outlet structure to develop a refined cost estimate for this collective project and communicate the actual impact that this approach will have on water levels in the lake. Based on the outcomes from the work described herein, the project can move onto a 2nd Phase for final engineering design when there is an understanding about support from stakeholders as well as better defined impacts and associated costs with this approach.

Subconsultants for this task order, that were not on the approved list of the CONSULTANT team from the original AGREEMENT, include: Southeastern Marine Surveying Company for bathymetric survey services and OptiRTC, Inc. (“Opti”) for design and stakeholder engagement support of the real-time control element at the Lake Sal outfall structure.

B. CONSULTANT’S SCOPE OF SERVICES

TASK LIST

Task 1. Stakeholder Engagement

The Project Team will include meet with City and the Lake Sal HOA to present background of the proposed approach with real-time control technology, request permission to access lake to conduct

bathymetric survey, present updated drainage design plans and solicit feedback during the design process, and present the final recommendation for design and path to achieve this approach.

The proposed meeting schedule/topics are as follows and includes four (4) in-person and one (1) virtual meeting.

1. GMC meets with City to review project objectives and discuss plan for meetings with HOA
 - Hybrid (GMC – in-person; OptiRTC Engineer – virtual).
2. Project Team meets with City and HOA to present real-time control concept and preliminary results, and to request permission to conduct bathymetric survey of lake
 - In-person (GMC & OptiRTC).
3. GMC meets with City to present results from bathymetric survey, updated model results, and plans for next meeting with HOA
 - Virtual via Teams (GMC only).
4. GMC meets with City and HOA to present results from bathymetric survey, updated model results
 - In-person (GMC only).
5. GMC meets with City to discuss updated construction costs to decide path forward for full design and any necessary permitting
 - In-person (GMC only).

Task 2: Bathymetric Survey of Lake Sal

Once permission to access the lake is approved by the HOA, the Project Team will perform a bathymetric survey of the 12-acre, Lake Sal in order to create a stage-storage relationship of the lake as it would drawdown. These results will later be used to determine if additional subsurface storage is needed through dredging, and if so, how much material needs to be removed. Dual frequency sounding will be used as part of this survey to measure the depth from the water level surface to the top and bottom of any silt layer. The outlet structure was surveyed during Task Order No. 03, so the elevation(s) from that earlier effort will be used as a benchmark to transform depths that are measured from water surface level on the day of the bathymetric survey into elevations.

Task 3: Preliminary Design of Lake Outlet for Real-Time Control

In order to gain support from the Lake Sal HOA, an updated H&H model with design configuration of the Lake Sal outlet structure modifications is needed to accurately convey information about how much the water level will drawdown for various sized events. GMC will develop the preliminary design by completing the following subtasks:

- Develop stage-storage table of the lake under existing conditions.
- Update H&H watershed model to incorporate real-time control on outlet structure and new stage-storage data.
- Use watershed model to optimize outlet control design (e.g., orifice diameter and depth) based on storage availability, stakeholder goals for water level, cost for implementation, and target design storm (100-year, 24-hour event) and determine the need for dredging. If dredging is required, calculate the volume of material that needs to be removed to function effectively.
- Prepare cost estimate for real-time control implementation, including all potential components (e.g., outlet structure modifications, power source/connection, easement,

dredging, emergency spillway channel improvements), and compare this with alternatives presented from Task Order No. 03 (*GMC to update those costs with current pricing*).

Upon completion of Task #3, GMC will prepare a technical memorandum outlining the preliminary design results and cost estimates and make a recommendation for which approach to pursue. At this time, GMC will prepare a Phase II proposal for engineering services to complete final design and construction documents, and any necessary permitting or easements, for the suite of drainage improvement projects recommended in the Lake Sal drainage basin.

Schedule

The schedule is presented in the table below. This assumes reasonable coordination time to schedule meetings with the Lake Sal HOA. The design and model updates are expected to be completed within four (4) months after NTP, with a 5th month for final presentations to the HOA and meeting with the City to discuss the path forward following that meeting.

Task #	Month				
	#1	#2	#3	#4	#5
1. Stakeholder Engagement	Mtg #1 & #2			Mtg #3	Mtg #4 & #5
2. Bathymetric Survey		X	X		
3. Design/Model Updates			X	X	

C. CONSULTANT’S COMPENSATION

As consideration for providing the services enumerated within Item B (above) of this Task Order, the CITY shall pay the CONSULTANT in accordance with the AGREEMENT. This AGREEMENT authorizes the total fee for all three tasks to be \$49,840.

Task 1. Stakeholder Engagement

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$13,210 and includes:

- \$10,460 for preparation and facilitation of meetings with City and stakeholders.
- \$2,750 for meeting attendance and support from Opti.

Task 2: Bathymetric Survey of Lake Sal

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$5,720.

Task 3. Preliminary Design of Lake Outlet for Real-Time Control

The specific method of compensation for this Task is **Lump Sum** as enumerated in the Exhibit B of the AGREEMENT. The Lump Sum amount for this task is \$30,910 and includes:

- \$28,160 to develop preliminary engineering design of the real-time control on the lake outlet structure.
- \$2,750 for design support from Opti.

Updated unit rates to reflect CONSULTANT's increased costs of its business operations are presented in the table below:

Labor Category (Project Professional)	Hourly Rate
Principal (Architect, Engineer, Planner, Scientist, GIS)	\$250/hr
Executive/Senior Vice President	\$225/hr
Senior Professional (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$205/hr
Professional III (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$190/hr
Professional II (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$175/hr
Professional I (Architect, Engineer, Planner, Scientist, GIS, Project Manager)	\$160/hr
Senior Consultant (Architect, Engineer, Planner, Scientist, GIS)	\$150/hr
Consultant II (Architect, Engineer, Planner, Scientist, GIS)	\$135/hr
Consultant I (Architect, Engineer, Planner, Scientist, GIS)	\$115/hr
Environmental Scientist/GIS Analyst II	\$110/hr
Environmental Scientist/GIS Analyst I	\$95/hr
Technical III (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech.)	\$140/hr
Technical II (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech.)	\$110/hr
Technical I (Contract Spec., CADD Tech., Designer, Drafting, CA, ROW, Field Tech.)	\$80/hr
Executive Administrative Assistant	\$85/hr
Administrative Assistant II	\$75/hr
Administrative Assistant I	\$65/hr
Reimbursable Expenses	
Vehicle Transport	\$0.58 per mile (or current IRS rate)
Travel/ Meals/ Lodging	Cost plus ten percent
Sub-Consultant/ Sub-Contractors	Cost plus ten percent
Sub-Consultant/Sub-Contractors reimbursable expenses	Cost plus ten percent

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on this, the ____ day of _____, 2022.

City of Statesboro, GA

By: _____
Signature
Jonathan M. McCollar, Mayor

Goodwyn Mills Cawood, LLC

By: _____
Signature
Courtney Reich, Regional Vice President, Environmental Department