



**November 5, 2024 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 10-15-2024 Work Session Minutes
    - b) 10-15-2024 Council Minutes
    - c) 10-15-2024 Executive Session Minutes
5. Consideration of a motion to approve **Resolution 2024-29**: A Resolution to adopt the Second Amendment to the City of Statesboro Schedule of Rates, Fees, and Fines for Fiscal Year 2025.
6. Consideration of a motion to approve **Resolution 2024-30**: A Resolution approving the City of Statesboro's proposed FY2025 Street Resurfacing Program with GDOT, and authorizing the Mayor to execute the GDOT Local Maintenance Improvement Grant (LMIG) Application. Grant matching funds will be provided from 2018 TSPLOST Funds.
7. Consideration of a motion to approve **Resolution 2024-31**: A Resolution accepting road right of way of White Pine Avenue and Virginia Pine Avenue within the Whispering Pines Subdivision as public streets to be owned and maintained by the City of Statesboro.
8. Consideration of a motion to approve a Development Agreement with GPB Development, LLC to use \$197,000 in TAD funds for installation of private infrastructure within the development commonly known as 1803 East located at 19 Gordon Street within the South Main Tax Allocation District.
9. Consideration of a motion to award the purchase of five patrol vehicles from J.C. Lewis in the amount of \$225,300.00 (\$45,060.00 each) as they submitted the lowest responsive bid per our ordinance. This purchase will be funded out of the 2019 SPLOST.
10. Consideration of a motion to award the purchase of one (1) F-150 police truck from J.C. Lewis Ford in the amount of \$40,023.16 as they submitted the lowest responsive bid per our ordinance. This purchase will be funded out of the 2019 SPLOST.

11. Consideration of a motion to award the purchase of one (1) hybrid patrol vehicle from Metter Ford in the amount of \$47,223.16 as they submitted the lowest responsive bid per our ordinance. This purchase will be funded out of the 2019 SPLOST.
12. Consideration of a motion to award a contract to Shea Tractor & Equipment for the purchase of a Kubota backhoe (Model # V2403-CR-E4) per Sourcewell cooperative purchasing contract in the amount of \$65,966.04. This item to be purchased with funds approved in the 2025 CIP Budget, item #NGD-57, funded by system revenues.
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



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CITY OF STATESBORO  
WORK SESSION MINUTES  
OCTOBER 15, 2024

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Mayor & Council Work Session

50 East Main Street

5:00 PM

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A Work Session of the Statesboro City Council was held on October 15, 2024 at 5:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar and Council Members: Paulette Chavers, and Shari Barr. Also present was City Clerk Leah Harden, City Manager Charles Penny, Assistant City Manager Jason Boyles City Attorney Cain Smith and Public Affairs Manager Layne Phillips. Absent was Councilmember John Riggs and Ginny Hendley.

Mayor Jonathan McCollar called the meeting to order.

**1. Stolen Firearms**

Police Chief Mike Broadhead presented to the mayor and city council statistics of stolen firearms over the past several years. Chief Broadhead stated that firearms are primarily stolen out of unlocked cars. He presented a graph showing stolen firearms from 2019 to September 2024. Total forced entries were 21, non-forced entries were 254 with a total of 275. There has been a total of 109 arrests for entering auto from 2019 to the end of September 2024. Of these arrests 85% were adults 17 -24 years old and 24% were juveniles ages 16 and below. Almost all of these arrests were someone below the age of 25. We ask the public to be a lot more responsible and to lock their car doors.

The meeting was adjourned at 5:08 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
OCTOBER 15, 2024

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**

Councilmember Ginny Hendley gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Vacant	Councilmember	Vacant	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Present	
John Riggs	Councilmember	Absent	
Shari Barr	Mayor Pro Tem	Present	

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

**3. Recognitions / Public Presentation:**

**Presentation of a Proclamation honoring the 37<sup>th</sup> Anniversary of the Statesboro Food Bank.**

Mayor McCollar read and presented a proclamation to Sheila Leach, Executive Director and members of the Statesboro Food Bank Board recognizing and honoring their 37<sup>th</sup> Anniversary.

**Presentation of a Proclamation to Safe Haven recognizing October 2024 a Domestic Violence Awareness Month.**

Mayor Jonathan McCollar read and presented a proclamation to Kim Billings, Director of Public Relations/Legal Services at Safe Haven, recognizing October 2024 as Domestic Violence Awareness Month.

Kim Billings extended an invitation to the Mayor and City Council as well as the to the public to attend Safe Haven’s “Stronger Together” luncheon on October 24<sup>th</sup> from 11:30 am – 1:00 pm at the Holiday Inn located at 455 Commerce Drive.

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

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

**A) Approval of Minutes**

- a) 09-26-2024 Public Hearing Minutes 12:00 pm
- b) 09-26-2024 Public Hearing Minutes 6:00 pm
- c) 10-01-2024 Council Minutes
- d) 10-01-2024 Executive Session Minutes
- e) 10-03-2024 Called Council Meeting Minutes
- f) 10-03-2024 Executive Session Minutes

**B) Consideration of a motion to amend the due date for the City of Statesboro property tax bill from December 20, 2024 to December 31, 2024.**

**C) Consideration of a motion to for approval of surplus and disposition of items in the Public Work and Public Utilities Departments.**

A motion was made to approve the consent agenda.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

**6. Public hearing and consideration of a motion to approve:**

**(A) APPLICATION AN 24-09-03: Dennis Rhodes requests annexation of approximately 5.22 acres of property in order to develop a residential subdivision on Cypress Lake Road & Veterans Memorial Parkway (Tax Parcel MS42000004A000).**

**(B) APPLICATION RZ 24-09-04: Dennis Rhodes requests a zoning map amendment from the R-40 (Single Family Residential) zoning district to the R-3 (Medium Density Residential) zoning district on approximately 5.22 acres of property in order to develop a residential subdivision on Cypress Lake Road (Tax Parcel MS42000004A000).**

A motion was made to open the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

John Dotson with Maxwell Reddick spoke in favor of the request.  
No one spoke against the request.

A motion was made to close the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

A motion was made to approve with staff conditions **APPLICATION AN 24-09-03**: Dennis Rhodes requests annexation of approximately 5.22 acres of property in order to develop a residential subdivision on Cypress Lake Road & Veterans Memorial Parkway (Tax Parcel MS42000004A000) and **APPLICATION RZ 24-09-04**: Dennis Rhodes requests a zoning map amendment from the R-40 (Single Family Residential) zoning district to the R-3 (Medium Density Residential) zoning district on approximately 5.22 acres of property in order to develop a residential subdivision on Cypress Lake Road (Tax Parcel MS42000004A000).

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Ginny Hendley
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

**7. Consideration of a motion to approve APPLICATION SUB 24-09-02: Stephen Sauers requests a preliminary subdivision PLAT on approximately 14.05 acres of property in order to construct a 46-unit townhome development at 665 S&S Railroad Bed Road (Tax Parcel 107 000006A000 & 107 000007 000).**

A motion was made to approve with staff conditions **APPLICATION SUB 24-09-02**: Stephen Sauers requests a preliminary subdivision PLAT on approximately 14.05 acres of property in order to construct a 46-unit townhome development at 665 S&S Railroad Bed Road (Tax Parcel 107 000006A000 & 107 000007 000).

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

**8. Consideration of a motion to approve Resolution 2024-28: A Resolution authorizing the Mayor to execute an FY25 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.**

A motion was made to approve **Resolution 2024-28**: A Resolution authorizing the Mayor to execute an FY25 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

**9. Consideration of a motion to approve the purchase of one (1) 2024 or newer Ford F-250 Superduty XL SRW 4X4 Crew Cab 6.8L V8 (or equivalent) and one (1) 2024 or newer Ford F-450 Superduty DRW 4X2 Supercab Chassis Cab 7.3L with a service body (or equivalent) at a cost not to exceed \$145,000.00. This purchase will be paid with funds approved in the 2025 CIP Budget, Project WTP-4 and Project WWD-138.**

A motion was made to approve the purchase of one (1) 2024 or newer Ford F-250 Superduty XL SRW 4X4 Crew Cab 6.8L V8 (or equivalent) and one (1) 2024 or newer Ford F-450 Superduty DRW 4X2 Supercab Chassis Cab 7.3L with a service body (or equivalent) at a cost not to exceed \$145,000.00. This purchase will be paid with funds approved in the 2025 CIP Budget, Project WTP-4 and Project WWD-138.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Ginny Hendley
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

**10. Other Business from City Council**

Mayor Pro Tem Shari Barr reminded folks about getting all their yard debris to the right of way as soon as possible for it to be picked up.

**11. City Managers Comments**

City Manager Charles Penny stated that as of yesterday SDR has collected 10,000 cubic yards of debris. There is still a lot that needs to be picked up. The thing we need to do is make sure we stay within the 90 day window that the President

has authorized through FEMA so we can get 100% reimbursement for the work that's being done. Otherwise we would have to come up with about 20% to 25% of the cost.

The ribbon cutting for the Art Park will take place this Thursday October 17, 2024 at 4:30 pm and will be followed by a reception for former Councilmember Phil Boyum. The reception will be held at the Business Innovation Group expansion.

Mr. Penny invited the Mayor and City Council to join with city employees the United Way Campaign kickoff luncheon on Wednesday October 23, 2024 at Fire Station 1 located on West Grady Street.

Mayor Pro Tem Shari Barr shared that Recycle Fest will take place on Saturday October 26, 2024 from 2pm – 5pm at Mill Creek Park. Also Greener Boro is doing a Fix it Friday on October 25, 2024 at the Business Innovation Group expansion.

**12. Public Comments (General):**

Marshall Webster voiced his opinion about the comments that were made at the last tax hearing on October 3, 2024.

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

At 6:01 p.m. a motion was made to enter into executive session.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember
<b>SECONDER:</b>	Councilmember
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

At 6:11 pm a motion was made to exit executive session.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs



#### 14. Consideration of a Motion to Adjourn

A motion was made to adjourn.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Chavers, Hendley, Barr
<b>ABSENT</b>	Councilmember John Riggs

The meeting was adjourned at 6:11 pm.

\_\_\_\_\_  
Jonathan McCollar, Mayor

\_\_\_\_\_  
Leah Harden, City Clerk

# CITY OF STATESBORO

**COUNCIL**

Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

**To:** Mr. Charles Penny, City Manager

**From:** Cindy S. West, Finance Director

**Date:** October 29, 2024

**RE:** Amendment of FY2025 Schedule of Rates, Fees and Fines

**Background:** The Water Tap Fees line items "If Installed by Developer" were deleted when the Schedule of Rates, Fees and Fines was adopted for FY2025. The Sewer Tap Fees line items "If Installed by Developer" were not deleted at the same time.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A

RESOLUTION 2024-29: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF RATES, FEES, AND FINES FOR FISCAL YEAR 2025.

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Rates, Fees, and Fines that incorporates all departments inclusive for Fiscal Year 2025.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

WHEREAS, the Mayor and City Council have reviewed a proposed Second Amendment to the Schedule of Rates, Fees, and Fines from the City Manager that include deleting the rate of 4" Sewer Tap Fees if Installed by Developer to align with the Water Tap Fees.

WHEREAS, the Mayor and City Council wish to adopt this Second Amendment for Fiscal Year 2025;

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

Section 1. That the proposed changes to the Schedule of Rates, Fees and Fines, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Second Amendment for the City's Fiscal Year 2025 Schedule of Rates, Fees, and Fines.

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

Adopted this 5th day of November, 2024.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

**ATTACHMENT #1**

**FY 2025 SECOND SCHEDULE OF RATES, FEES AND FINES AMENDMENT**

Page 22: Water and Sewer Department:

Delete – Sewer Tap Fees Inside City Limits: 4” Sewer (R-6; R-8; R-10; R-15; R-20; R-30; R-40 or R-3 if installed by developer)

Delete – Sewer Tap Fees Outside City Limits: 4” Sewer (R-6; R-8; R-10; R-15; R-20; R-30; R-40 or R-3 if installed by developer)

# CITY OF STATESBORO

## COUNCIL

Paulette Chavers, District 2  
Ginny Hendley, District 3  
John Riggs, District 4  
Shari Barr, District 5



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

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

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

**From:** John Washington, Director - Public Works and Engineering

**Date:** October 29, 2024

**RE:** FY2025 GDOT Local Maintenance and Improvement Grant (LMIG) Application

**Policy Issue:** Street Resurfacing

### **Recommendation:**

Engineering staff recommends approval of the submittal of the GDOT LMIG Application for City of Statesboro Street Resurfacing FY 2025.

### **Background:**

Local Maintenance and Improvement Grant (LMIG), is an annual program in which GDOT allocates transportation funds to local governments. The City uses these funds to supplement the Street Resurfacing Budget. The Engineering Department evaluates City streets annually to prioritize and select streets for the yearly LMIG resurfacing list that is submitted to GDOT. The list compiled considers streets from all council districts and is specific to the available funding for this GDOT LMIG program. Additional streets (long list) will be added to this list to be resurfaced with TSPLOST funds prior to project bidding.

### **Budget Impact:**

The GDOT formula amount for FY 2025 is \$366,515.86 to be allocated to the City of Statesboro with a minimum requirement of at least 30% matching funds. The City has budgeted \$1,000,000 in 2018 TSPLOST funds. The total amount of \$1,366,515.86 will be the budget for the FY2025 resurfacing project.

### **Council Person and District:**

The street resurfacing list will include streets in each district.

**Attachments:** FY2025 LMIG Resolution  
FY2025 LMIG Resurfacing List  
FY2025 LMIG Announcement Letter

**RESOLUTION 2024-30:**

**A Resolution approving the City of Statesboro Proposed Fiscal Year 2025 Street Resurfacing Program and further authorizing the Mayor to execute the Georgia Department of Transportation Local Maintenance & Improvement Grant Application for Fiscal Year 2025.**

**THAT WHEREAS,** the City participates in the Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Program;

**WHEREAS,** this program provides funding assistance for road improvement projects within the City of Statesboro for the benefit of the citizenry;

**WHEREAS,** the LMIG program requires that the City present a list of streets for participation annually and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets, with the City providing 30% matching funds;

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

**Section 1.** The City Engineer has prepared a list of roads for funding through the LMIG program and recommends approval by the City Council.

**Section 2.** The City Council hereby authorizes the Mayor to execute the Local Government Affidavit and Certification and all other documents required by the Georgia Department of Transportation related to this grant process.

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

Adopted this 5th day of November, 2024.

CITY OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, City Clerk

**FY 2025 LMIG RESURFACING**

<b>District</b>	<b>Street Name</b>	<b>Beginning</b>	<b>End</b>	<b>Miles</b>
1,2,3,4	Zetterower Avenue	Fair Road	East Parrish Street	1.710



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

June 28, 2024

The Honorable Jonathan McCollar, Mayor  
City of Statesboro  
P.O. Box 348  
Statesboro, Georgia 30459

**RE: Fiscal Year 2025 Local Maintenance & Improvement Grant (LMIG) Program**

Dear Mayor McCollar:

We are pleased to announce that the Department will begin accepting applications for the Fiscal Year 2025 LMIG Program in July 2024. Grants will be processed electronically through our **GRANTS (LMIG) Application System**. To begin your FY 2025 LMIG Application, please visit the Department's website at <https://www.dot.ga.gov/GDOT/Pages/LMIG.aspx>. This site provides a link to the LMIG Application, the LMIG Application Tutorial (Manual), and to the General Guidelines and Rules and other pertinent reports. The project list will be entered directly into the LMIG Application System. Please contact your District State Aid Coordinator, **Jeremy Barwick**, at **912-530-4396** for assistance with the online application process.

For an application to be processed, the following requirements must be met:

- A local government must be in Department of Audits and Accounts (DOAA) and Department of Community Affairs (DCA) audit compliance.
- A signed cover letter must be attached and include a completion status of the last three fiscal years' LMIG Grants.
- A signature page must include both the local government seal and the notary seal. The application website provides a blank signature page for you to download, complete and upload as an attachment.
- A local government must provide their District State Aid Coordinator with a Statement of Financial Expenditures form and invoices for Fiscal Year 2022 projects and all other prior years unless previously approved to combine funding for Fiscal Years 2022, 2023, and 2024. The forms can be attached in the LMIG Application System if they have not already been provided to your District State Aid Coordinator.

**All electronic LMIG applications must be received no later than February 1, 2025.** Failure to submit applications by the deadline might result in a forfeiture of funds.

Your formula amount for the Fiscal Year 2025 Program is **\$366,515.86** and your local match is **30%**. Each local government is required to match this formula amount in accordance with Code Section 48-8-244(d).

If you have any questions regarding the LMIG Program, please contact the Local Grants Office in Atlanta at (404) 347-0240 or email questions to [LocalGrantsProgram@dot.ga.gov](mailto:LocalGrantsProgram@dot.ga.gov).

Sincerely,

A handwritten signature in blue ink that reads "Bill Wright".

Bill Wright  
Local Grants Administrator

cc: The Honorable Billy Hickman, Georgia State Senate  
The Honorable Butch Parrish, Georgia House of Representatives; The Honorable Jon G. Burns, Georgia House of Representatives; The Honorable Lehman Franklin, Georgia House of Representatives  
The Honorable Daniel Snipes, State Transportation Board  
Troy Pittman, P.E., District Engineer  
Jeremy Barwick, District State Aid Coordinator



# CITY OF STATESBORO



## COUNCIL

Vacant, District 1  
Paulette Chavers, District 2  
Ginny Hendley, District 3  
John Riggs, District 4  
Shari Barr, District 5

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

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

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

**From:** John Washington, Director - Public Works and Engineering

**Date:** October 29, 2024

**RE:** Road & Right-of-Way (R/W) Dedication – Whispering Pines Subdivision  
White Pine Avenue and Virginia Pine Avenue

**Policy Issue:** Subdivision Regulations

### Recommendation:

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

### Background:

The Engineering Department was contacted in 2022 by Jeff Farrell, CFO of Franklin Construction, LLC, the developer, in addition to members of the Whispering Pines HOA for consideration of dedicating the streets and common roadway areas for each development.

Phase 1 of the subdivision streets were accepted for dedication in 2007. As per the records in the office of the Clerk of Superior Court of Bulloch County, the right-of-ways in Phase IV of Whispering Pines Subdivision were transferred to the City of Statesboro on February 28, 2011 as shown on the certain right-of-way deed recorded in Deed Book 2040, Pages 304-308. The right-of-ways were accepted by the City of Statesboro as per Resolution # 2011-07 on March 01, 2011. The final plat for Phase IV of Whispering Pines Subdivision is recorded in Plat Book 63, Page 134. Engineering Department staff has observed proof rolls of the streets constructed since the acceptance. The remaining sections of White Pine Ave. and Virginia Pine Ave. that were completed in 2022 are being requested for acceptance now.

### Budget Impact:

The City of Statesboro will maintain the roadway and limits of right-of-way. The inclusion of the 20% maintenance bond/letter of credit is not required at this time due to the time lapsed and no issue found with road construction. No funds from the City are anticipated for maintenance until FY2026.

**Council Person and District:** Councilmember Chavers, District 2

**Attachments:** Proposed Resolution

**RESOLUTION 2024-31:**

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

**THAT WHEREAS,** CSAV, LLC (Developer) is the owner of the street segments known as White Pine Avenue and Virginia Pine Avenue and wishes to convey said street to the City of Statesboro; and

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

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

**Section 1.** That White Pine Avenue and Virginia Pine Avenue are hereby formally accepted for dedication by the City of Statesboro, Georgia as a public street and right-of-way to be owned and maintained by the City of Statesboro.

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

**Section 3.** All that certain, lot, tract or parcel of land lying, situate and being in the 1209<sup>th</sup> G.M.D., Bulloch County, Georgia, being all subdivision rights-of-way and cul-de-sacs adjacent thereto in Whispering Pines Subdivision, Those certain roads marked “60’ Right-of-Way” and identified as “Virginia Pine Avenue” on the attached minor subdivision plat entitled “Whispering Pines, Phase Subdivision – Phase 2, PIN: MS42000008 RDS dated March 13, 2018 and “White Pine Avenue” on the attached minor subdivision plat entitled “Whispering Pines, Phase Subdivision – Phase 3 PIN: MS42000008 000” dated December 8, 2020, prepared by Maxwell-Reddick and Associates for CSAV, LLC, and recorded in Plat Book(s) 67 & 68, Pages 338-340; 365-368 respectively, Bulloch County, Georgia records.

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

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, City Clerk



October 28, 2024

David Moyer, P.E.  
City of Statesboro  
50 East Main Street  
Statesboro, GA 30458

RE: Whispering Pines Street Dedication Request

Dear Mr. Moyer,

On behalf of CSAV, LLC (Developer), I would like to submit the accompanying request for street dedication for White Pine Avenue and Virginia Pine Avenue, which are within Whispering Pines Subdivision and the City limits of Statesboro.

The developer provided a list of items from the City staff that the developer is to address prior to the dedication. After a brief site visit, an inspection of the plans, the subdivision plats, and discussions with the developer, we would like to formally request the City's acceptance of the referenced streets.

Based on visual observations, the drainage conveyance system appears to be installed per the plan grades, except for the ditch outfall located between 6007 and 6009 Virginia Pine Avenue. It was brought to my attention that this outfall was graded in a manner to not interfere with an existing water main at the location. Therefore, to prevent further erosion, the developer has requested Millcreek Construction to install rip rap on the slope of the outfall of the drainage ditch that connects the storm conveyance from White Pine Avenue to Virginia Pine Avenue and beyond. Per the final plat, which is recorded in plat book 67 pages 338-340, and plat book 68 pages 365-368, the drainage conveyance system appears to have an existing drainage easement.

The detention basins that serve these streets are owned and operated by the Homeowners Association (HOA). As such, the developer respectfully requests that any issues or concerns with the detention basins be presented to the HOA and not to interfere with this street dedication process.

Sincerely,

Charles J. Maxwell, P.E.

## Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) to dedicate to the City of Statesboro the STREET described below:

Street Name: WHITE PINE AVENUE

Starting at Point: SOUTHEAST INTERSECTION OF WHITE PINE AVENUE AND SCOTCH PINE AVENUE

Ending at Point: NORTHWEST INTERSECTION OF WHITE PINE AVENUE AND VIRGINIA PINE AVENUE

Length (in feet): 2,346

Width of Right-of-Way (in feet): 60

Name of Subdivision: WHISPERING PINES

Plat Book Number and Page Number (for final subdivision plat): PB 68 PG 365-368

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

  
\_\_\_\_\_  
Owner/Developer/Authorized Agent

October 28, 2024  
\_\_\_\_\_  
Date

## Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) to dedicate to the City of Statesboro the STREET described below:

Street Name: VIRGINIA PINE AVENUE

Starting at Point: INTERSECTION OF VIRGINIA PINE AVENUE AND SCOTCH PINE AVENUE

Ending at Point: INTERSECTION OF VIRGINIA PINE AVENUE AND WHITE PINE AVENUE

Length (in feet): APPROXIMATELY 1,772

Width of Right-of-Way (in feet): 60

Name of Subdivision: WHISPERING PINES

Plat Book Number and Page Number (for final subdivision plat): PB 67 PG 338-340

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

  
\_\_\_\_\_  
Owner/Developer/Authorized Agent

October 28, 2024  
\_\_\_\_\_  
Date

9247802728  
 PARTICIPANT ID  
**P201800062**  
**BK:67 PG:338-338**  
 FILED IN OFFICE  
 CLERK OF COURT  
 03/26/2018 02:33 PM  
 HEATHER BANKS MCNEAL,  
 CLERK  
 SUPERIOR COURT  
 BULLOCH COUNTY, GA

*Heather Banks McNeal*

# FINAL SUBDIVISION PLAT WHISPERING PINES PHASE II

## LOTS 94-132

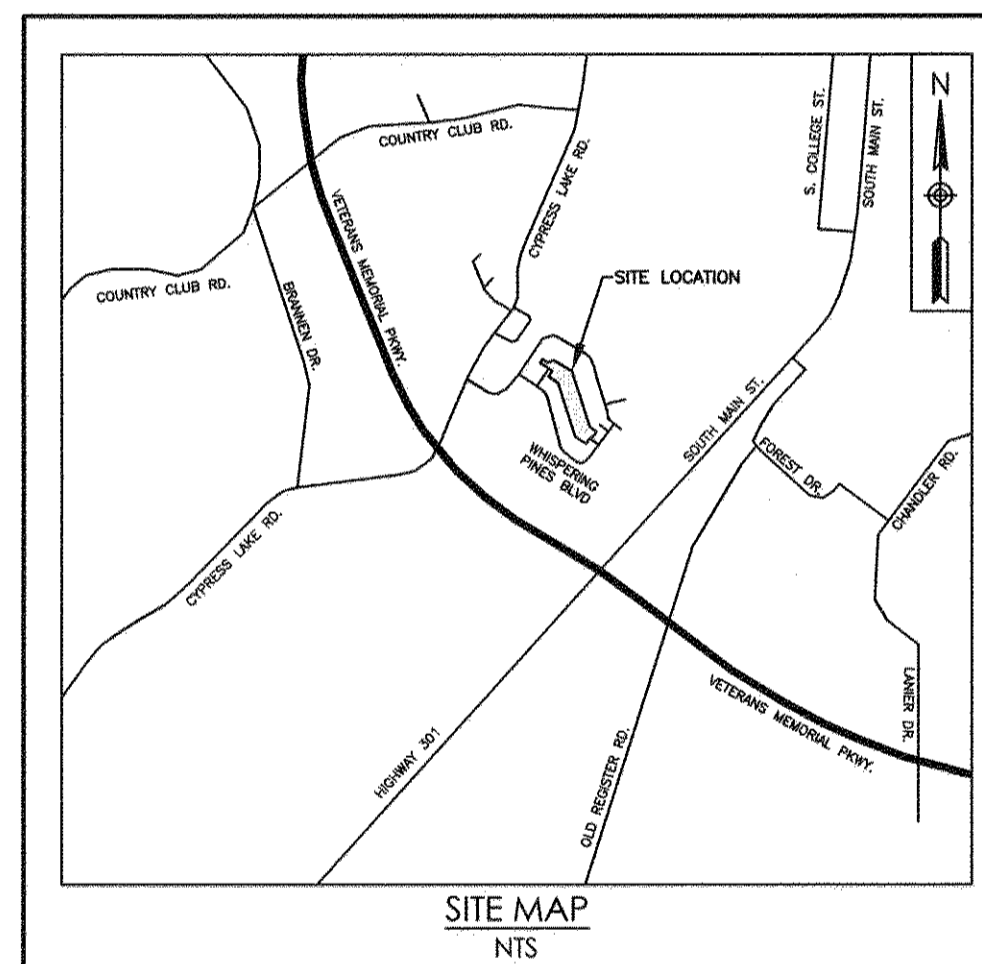
LOCATED IN 1209TH GMD  
 CITY OF STATESBORO,  
 BULLOCH COUNTY, GA

THE CITY OF STATESBORO OWNS AND MAINTAINS GAS, WATER AND SEWER MAINS LOCATED WITHIN THIS DEVELOPMENT. THE CITY OF STATESBORO IS NOT RESPONSIBLE FOR THE MAINTENANCE OF PROPOSED DRAINAGE EASEMENTS, DRAINAGE STRUCTURES, DRAINAGE PIPES OR LANDSCAPE EASEMENTS LOCATED WITHIN THIS DEVELOPMENT. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASINS, DRAINAGE STRUCTURES, DRAINAGE PIPES, DRAINAGE EASEMENTS AND LANDSCAPE EASEMENTS LOCATED WITHIN THIS DEVELOPMENT. NO IRRIGATION WELLS ARE ALLOWED IN THIS DEVELOPMENT. MOREOVER, NO PUMPING FROM THE DETENTION PONDS FOR IRRIGATION IS ALLOWED. EASEMENTS NOT SHOWN AS EXISTING ON THIS PLAT ARE PROPOSED AND ARE TO BE CREATED WITH TRANSFER OF LOTS. ROADS AND PAVEMENT LOCATED WITHIN THIS DEVELOPMENT ARE TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO UPON ACCEPTANCE BY THE CITY. ISLANDS LOCATED WITHIN STREET RIGHT-OF-WAYS ARE TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION.

**CERTIFICATE OF APPROVAL FOR RECORDING**

Pursuant to the Subdivision Regulations of the City of Statesboro, Georgia, all the requirements for approval having been fulfilled, this final plat was given approval by the City of Statesboro on 3/20, 2018.

*Heather Banks McNeal* Mayor DATE 3/6/2018  
*John A. Dotson* Planning and Zoning Director DATE 3/13/18



**FLOOD ZONE NOTE**

IN MY PROFESSIONAL OPINION, ACCORDING TO F.L.R.M. MAP NO. 13031C, PANEL NO. 0216D, WITH AN EFFECTIVE REVISED DATE OF AUGUST 5, 2010, THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS NOT A SPECIAL FLOOD HAZARD ZONE INUNDATE BY THE 100-YR. FLOOD.

**EXPLANATION OF UTILITY LOCATIONS**

THE UTILITIES ARE SHOWN AS PER THE LOCATION OF POLES, MANHOLES, VALVES, PEDESTALS, ETC., EXISTING DRAWINGS AND INFORMATION PROVIDED BY UTILITY PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

NO UTILITIES WERE MARKED AT THE TIME OF THIS SURVEY.

**WETLANDS NOTE:**

"ALL TIDAL AND NON-TIDAL TRIBUTARIES, MARSH AREAS AND WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION AND APPROVAL FROM THOSE AGENCIES." NO WETLANDS WERE DELINEATED AT THE TIME OF THIS SURVEY.

**PROJECT DIRECTORY:**

DEVELOPER:	CSAV LLC, 1 UNIVERSITY PLAZA STATESBORO, GA 30458
SURVEYOR:	MAXWELL-REDDICK AND ASSOCIATES, INC 40 JOE KENNEDY BLVD STATESBORO, GA 30009 PHONE: 912.489.7112 FAX: 912.489.7125
ENGINEER:	MAXWELL-REDDICK AND ASSOCIATES, INC 40 JOE KENNEDY BLVD STATESBORO, GA 30009 PHONE: 912.489.7112 FAX: 912.489.7125

**EASEMENT NOTE:**  
 EASEMENTS NOT SHOWN AS EXISTING ON THIS PLAT ARE PROPOSED AND ARE TO BE CREATED IN CONJUNCTION WITH THIS PLAT AND/OR TRANSFER OF LOTS. TYPICAL DRAINAGE EASEMENTS ARE 10 FEET ON EACH SIDE OF PROPERTY LINE.

CURRENT ZONING - R-10 R-10 MINIMUM SETBACKS: FRONT - 20' SIDE - 10' REAR - 20'	PHASE II SUMMARY: TOTAL LOTS PHASE II: 39 TOTAL LOT AREA: 9.889 ACRES RIGHT OF WAY AREA: 2.461 ACRES TOTAL AREA PHASE II: 12.349 ACRES
--	--

**GENERAL NOTE:**

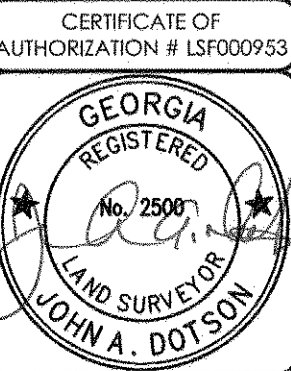
- REFERENCE PLATS: PLAT BOOK 62, PAGE 494 & PLAT BOOK 63, PAGE 134
- SUBJECT PROPERTY IS A PORTION OF TAX MAP MS 42, PARCEL 000008 000



**SURVEYOR CERTIFICATIONS**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certifications, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

*John A. Dotson* DATE 03/13/2018  
 John A. Dotson - GA, RLS #2500



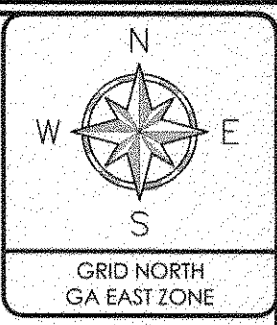
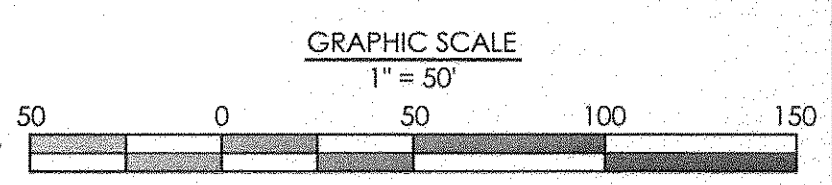
THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF AN INVESTIGATION OR SEARCH FOR EASEMENTS, ENCUMBRANCES OR OTHER FACTS OF RECORD, THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

PRECISION DATA	1 / 386.446	FIELD EQUIPMENT	MAGNETIC LOCATOR
E.O.C. FIELD	00° 00' 00.4"	TRIMBLE ACCESS	TRIMBLE S8
ERROR PER ANGLE	LEAST SQUARES	TRIMBLE S8	TRIMBLE R6
ADJ. METHOD	1 / 39786 TO 1 / PERFECT		
E.O.C. PLAT			

REVISIONS:	DRAWN BY: JTD	DRAWING NUMBER
	FIELD WORK: 03-06-2018	1
	DATE: MARCH 13, 2018	
	JOB NO.: 2017-185	
	SCALE: 1" = 50'	1 OF 3 SHEET



9247802728  
 PARTICIPANT ID  
**P201800062**  
**BK:67 PG:339-339**  
 FILED IN OFFICE  
 CLERK OF COURT  
 03/26/2018 02:33 PM  
 HEATHER BANKS MCNEAL,  
 CLERK  
 SUPERIOR COURT  
 BULLOCH COUNTY, GA  
*Heather Banks McNeal*



**PHASE II ACREAGE TABLE**

LOT NUMBER	ACRES	SQ. FEET
94	0.230	10,000
95	0.235	10,248
96	0.235	10,248
97	0.231	10,046
98	0.235	10,234
99	0.239	10,400
100	0.239	10,400
101	0.239	10,400
102	0.239	10,400
103	0.239	10,400
104	0.239	10,400
105	0.239	10,400
106	0.239	10,400
107	0.239	10,400
108	0.239	10,400
109	0.239	10,400
110	0.386	16,822
111	0.353	15,398
112	0.239	10,400
113	0.230	10,000
114	0.269	11,732
115	0.239	10,400
116	0.239	10,400
117	0.239	10,400
118	0.239	10,400
119	0.239	10,400
120	0.239	10,400
121	0.239	10,400
122	0.239	10,400
123	0.239	10,400
124	0.239	10,400
125	0.239	10,400
126	0.239	10,400
127	0.280	12,111
128	0.358	15,432
129	0.301	13,081
130	0.245	10,685
131	0.240	10,436
132	0.250	10,873

**PHASE II CURVE TABLE**

CURVE	CHORD BEARING	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 45°10'08\"	200.00	68.22'	67.89'
C2	N 25°37'28\"	200.00	68.22'	67.89'
C3	S 24°44'55\"	260.00	80.74'	80.42'
C4	S 43°37'29\"	260.00	80.55'	80.10'
C5	S 47°02'36\"	200.00	64.78'	64.58'
C6	S 28°10'08\"	200.00	65.99'	65.33'
C7	N 21°13'26\"	260.00	85.75'	85.16'
C8	N 35°47'53\"	260.00	83.52'	83.16'
C9	N 49°58'14\"	260.00	85.11'	84.06'

**LEGEND**

- STORM PIPE
- S- SANITARY SEWER
- W- WATER LINE
- F- FENCE LINE
- X- ELECTRIC TRANSFORMER
- EB ELECTRIC BOX
- SS/LAT SANITARY LATERAL
- SAN/MH SANITARY MANHOLE
- WV WATER VALVE
- WM WATER METER
- FH FIRE HYDRANT
- SBL SET BACK LINE
- R/W RIGHT OF WAY
- RBS REBAR SET
- CRBS CAPPED REBAR SET
- CRFB CAPPED REBAR FOUND
- NF NAIL FOUND
- IPF IRON PIPE FOUND
- IPS IRON PIPE SET
- CMF CONCRETE MONUMENT
- RNF RAILROAD IRON FOUND
- CTPF CRIMPED TOP PIPE

NOTES: UNLESS OTHERWISE NOTED, 1/2\"/>

**OWNER OF RECORD**  
 CSAY LLC  
 1 UNIVERSITY PLAZA  
 STATESBORO, GA 30458

**FINAL PLAT  
 WHISPERING PINES - PHASE II**  
 LOCATED IN THE 1209TH G.M.D.,  
 CITY OF STATESBORO  
 BULLOCH COUNTY, GA

**DRAWN BY:** JTD  
**FIELD WORK:** 3-6-18  
**DATE:** MARCH 13, 2018  
**JOB NO.:** 2017-185  
**SCALE:** 1\"/>

**DRAWING NUMBER**  
**2**  
 3 OF 3 SHEET

**MAXWELL-REDDICK**  
 ENGINEERING &  
 LAND SURVEYING  
 40 JOE KENNEDY BLVD.  
 STATESBORO, GA 30458  
 (912) 489-7112 OFFICE  
 (912) 489-7125 FAX  
 11605 HAINES BRIDGE  
 RD. SUITE 475  
 ALPHARETTA, GA 30009  
 (404) 693-1618 OFFICE

CERTIFICATE OF AUTHORIZATION # LSF000953

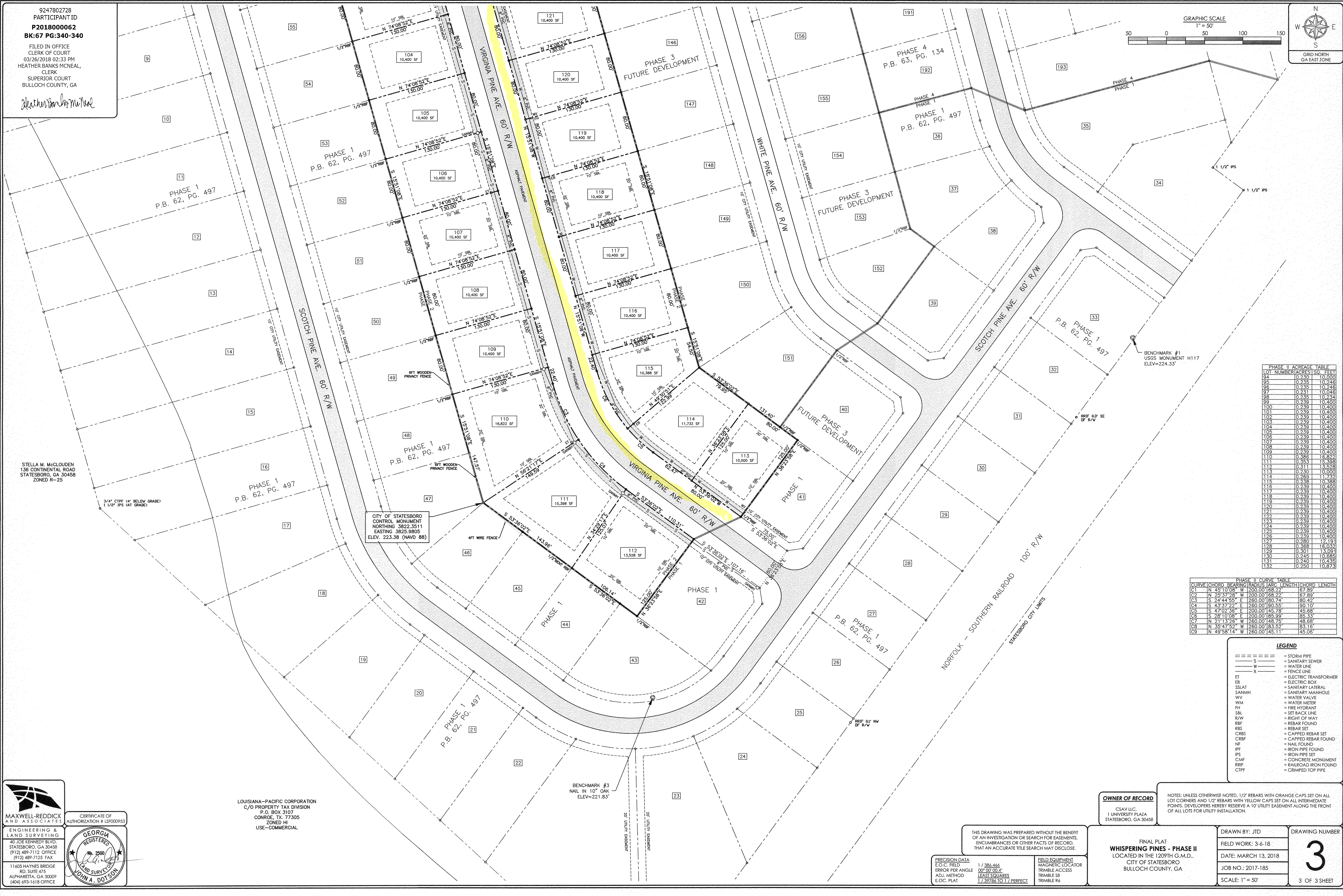
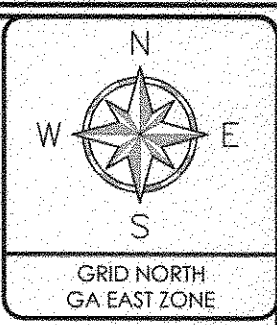
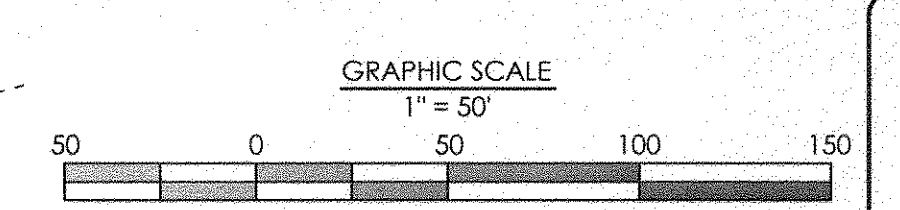
REGISTERED PROFESSIONAL SURVEYOR  
 No. 2500  
 JOHN A. DOTSON

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

PRECISION DATA  
 F.O.C. FIELD ERROR PER ANGLE 00\"/>



9247802728  
 PARTICIPANT ID  
**P201800062**  
**BK:67 PG:340-340**  
 FILED IN OFFICE  
 CLERK OF COURT  
 03/26/2018 02:33 PM  
 HEATHER BANKS MCNEAL,  
 CLERK  
 SUPERIOR COURT  
 BULLOCH COUNTY, GA  
*Heather Banks McNeal*



STELLA M. MCLOUDEN  
 136 CONTINENTAL ROAD  
 STATESBORO, GA 30458  
 ZONED R-25

CITY OF STATESBORO  
 CONTROL MONUMENT  
 NORTHING 3822.3511  
 EASTING 3825.9805  
 ELEV. 223.38 (NAVD 88)

BENCHMARK #3  
 NAIL IN 10" OAK  
 ELEV=221.83'

LOUISIANA-PACIFIC CORPORATION  
 C/O PROPERTY TAX DIVISION  
 P.O. BOX 3107  
 CONROE, TX 77305  
 ZONED HI  
 USE-COMMERCIAL

**MAXWELL-REDDICK AND ASSOCIATES**  
 CERTIFICATE OF AUTHORIZATION # LSF000953  
 ENGINEERING & LAND SURVEYING  
 40 JOE KENNEDY BLVD.  
 STATESBORO, GA 30458  
 (912) 489-7112 OFFICE  
 (912) 489-7125 FAX  
 11605 HAYNES BRIDGE  
 RD. SUITE 475  
 ALPHARETTA, GA 30009  
 (404) 693-1618 OFFICE

**OWNER OF RECORD**  
 CSAV LLC  
 1 UNIVERSITY PLAZA  
 STATESBORO, GA 30458

NOTES: UNLESS OTHERWISE NOTED, 1/2" REBARS WITH ORANGE CAPS SET ON ALL LOT CORNERS AND 1/2" REBARS WITH YELLOW CAPS SET ON ALL INTERMEDIATE POINTS. DEVELOPERS HEREBY RESERVE A 10' UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FOR UTILITY INSTALLATION.

LOT NUMBER	ACRES	ISO. FEET
94	0.230	10,000
95	0.233	10,248
96	0.235	10,248
97	0.231	10,048
98	0.235	10,234
99	0.239	10,400
100	0.239	10,400
101	0.239	10,400
102	0.239	10,400
103	0.239	10,400
104	0.239	10,400
105	0.239	10,400
106	0.239	10,400
107	0.239	10,400
108	0.239	10,400
109	0.239	10,400
110	0.386	16,822
111	0.357	15,995
112	0.311	13,528
113	0.230	10,000
114	0.269	11,732
115	0.238	10,388
116	0.239	10,400
117	0.239	10,400
118	0.239	10,400
119	0.239	10,400
120	0.239	10,400
121	0.239	10,400
122	0.239	10,400
123	0.239	10,400
124	0.239	10,400
125	0.239	10,400
126	0.239	10,400
127	0.280	12,191
128	0.368	16,032
129	0.301	13,091
130	0.245	10,685
131	0.240	10,435
132	0.250	10,873

CURVE	CHORD	BEARING	RADIUS	ARC LENGTH	CHORD LENGTH
C1	N 45°10'08" W	200.00	68.22'	67.89'	
C2	N 25°37'28" W	200.00	68.22'	67.89'	
C3	S 24°44'55" E	260.00	80.74'	80.42'	
C4	S 43°37'22" E	260.00	90.55'	90.10'	
C5	S 47°02'36" E	200.00	45.78'	45.68'	
C6	S 28°10'08" E	200.00	85.99'	85.33'	
C7	N 21°13'23" W	260.00	88.75'	48.68'	
C8	N 35°47'52" W	260.00	83.52'	83.16'	
C9	N 49°58'14" W	260.00	45.11'	45.06'	

- LEGEND**
- = STORM PIPE
  - - - = SANITARY SEWER
  - = WATER LINE
  - - - = FENCE LINE
  - x = ELECTRIC TRANSFORMER
  - ET = ELECTRIC BOX
  - EB = SANITARY LATERAL
  - SSLAT = SANITARY MANHOLE
  - SANWH = WATER VALVE
  - WV = WATER METER
  - WM = FIRE HYDRANT
  - HF = SET BACK LINE
  - SBL = RIGHT OF WAY
  - R/W = REBAR FOUND
  - RBF = REBAR SET
  - RBS = CAPPED REBAR SET
  - CRBS = NAIL FOUND
  - NF = IRON PIPE FOUND
  - IPF = IRON PIPE SET
  - IPS = CONCRETE MONUMENT
  - CMF = RAILROAD IRON FOUND
  - RRIF = CRIMPED TOP PIPE
  - CTPF =

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

FINAL PLAT  
**WHISPERING PINES - PHASE II**  
 LOCATED IN THE 1209TH G.M.D.,  
 CITY OF STATESBORO  
 BULLOCH COUNTY, GA

DRAWN BY: JTD  
 FIELD WORK: 3-6-18  
 DATE: MARCH 13, 2018  
 JOB NO.: 2017-185  
 SCALE: 1" = 50'

DRAWING NUMBER  
**3**  
 3 OF 3 SHEET

PRECISION DATA  
 E.O.C. FIELD  
 ERROR PER ANGLE  
 ADJ. METHOD  
 E.O.C. PLAT

1 / 386.466  
 00° 00' 00.4"  
 LEAST SQUARES  
 1 / 32786 TO 1 / PERFECT

FIELD EQUIPMENT  
 MAGNETIC LOCATOR  
 TRIMBLE ACCESS  
 TRIMBLE S8  
 TRIMBLE R6



9247802728  
PARTICIPANT ID  
**P2021000003**  
**BK:68 PG:365-365**  
FILED IN OFFICE  
CLERK OF COURT  
01/04/2021 09:04 AM  
HEATHER BANKS MCKEAL, CLERK  
SUPERIOR COURT  
BULLOCH COUNTY, GA

*Heather Banks McKeal*

**SUBJECT PROPERTY NOTES**

- CURRENT ZONING: R-10  
MINIMUM SETBACKS:  
FRONT - 20'  
SIDE - 10'  
REAR - 20'
- MAP TAX ID# MS42000006 000
- PHASE III NOTES  
TOTAL LOTS: 44 LOTS  
TOTAL AREA: 13.94 ACRES  
RIGHT-OF-WAY AREA: 2.58 ACRES  
TOTAL LOT AREA: 11.36 ACRES

**REFERENCES**

- PLAT BOOK 62, PAGE 494
- PLAT BOOK 63, PAGE 134

**WETLANDS NOTE**

"ALL TIDAL AND NON-TIDAL TRIBUTARIES, MARSH AREAS AND WETLANDS ARE UNDER THE JURISDICTION OF THE CORPS OF ENGINEERS AND/OR THE STATE OF GEORGIA DEPARTMENT OF NATURAL RESOURCES. OWNERS ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE OF THESE PROTECTED AREAS WITHOUT PROPER PERMIT APPLICATION AND APPROVAL FROM THOSE AGENCIES."  
NO WETLANDS WERE DELINEATED AT THE TIME OF THIS SURVEY.

**EXPLANATION OF UTILITY LOCATIONS**

THE UTILITIES ARE SHOWN AS PER THE LOCATION OF POLES, MANHOLES, VALVES, PEDESTALS, ETC. EXISTING DRAWINGS AND INFORMATION PROVIDED BY UTILITY PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

NO UTILITIES WERE MARKED AT THE TIME OF THIS SURVEY.

**FLOOD ZONE NOTE**

BY GRAPHICAL PLOTTING, ACCORDING TO F.I.L.M. MAP NO. 13031 C0216D, WITH AN EFFECTIVE REVISED DATE OF 5/5/01, THIS PROPERTY LIES WITHIN ZONE "X". ZONE "X" IS NOT A SPECIAL FLOOD HAZARD ZONE INUNDATED BY THE 100-YR. FLOOD.

THE CITY OF STATESBORO OWNS AND MAINTAINS GAS, WATER AND SEWER MAINS LOCATED WITHIN THIS DEVELOPMENT. THE CITY OF STATESBORO IS NOT RESPONSIBLE FOR THE MAINTENANCE OF PROPOSED DRAINAGE EASEMENTS, DRAINAGE STRUCTURES, DRAINAGE PIPES OR LANDSCAPE EASEMENTS LOCATED WITHIN THIS DEVELOPMENT. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DETENTION BASINS, DRAINAGE STRUCTURES, DRAINAGE PIPES, DRAINAGE EASEMENTS AND LANDSCAPE EASEMENTS LOCATED WITHIN THIS DEVELOPMENT. NO IRRIGATION WELLS ARE ALLOWED IN THIS DEVELOPMENT. MOREOVER, NO PUMPING FROM THE DETENTION PONDS FOR IRRIGATION IS ALLOWED. EASEMENTS NOT SHOWN AS EXISTING ON THIS PLAT ARE PROPOSED AND ARE TO BE CREATED WITH TRANSFER OF LOTS. ROADS AND PAVEMENT LOCATED WITHIN THIS DEVELOPMENT ARE TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO UPON ACCEPTANCE BY THE CITY. ISLANDS LOCATED WITHIN STREET RIGHT-OF-WAYS ARE TO BE MAINTAINED BY THE SUBDIVISION HOMEOWNERS ASSOCIATION.

**CERTIFICATE OF APPROVAL FOR RECORDING**

PURSUANT TO THE SUBDIVISION REGULATIONS OF THE CITY OF STATESBORO, GEORGIA, ALL THE REQUIREMENTS FOR APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN APPROVAL BY THE CITY OF STATESBORO ON 12/29, 2020

*Jonathan Mack* 12-29-2020  
MAYOR DATE

*Ruth Field* 12/29/20  
PLANNING AND ZONING DIRECTOR DATE

# FINAL SUBDIVISION PLAT

## WHISPERING PINES - PHASE III

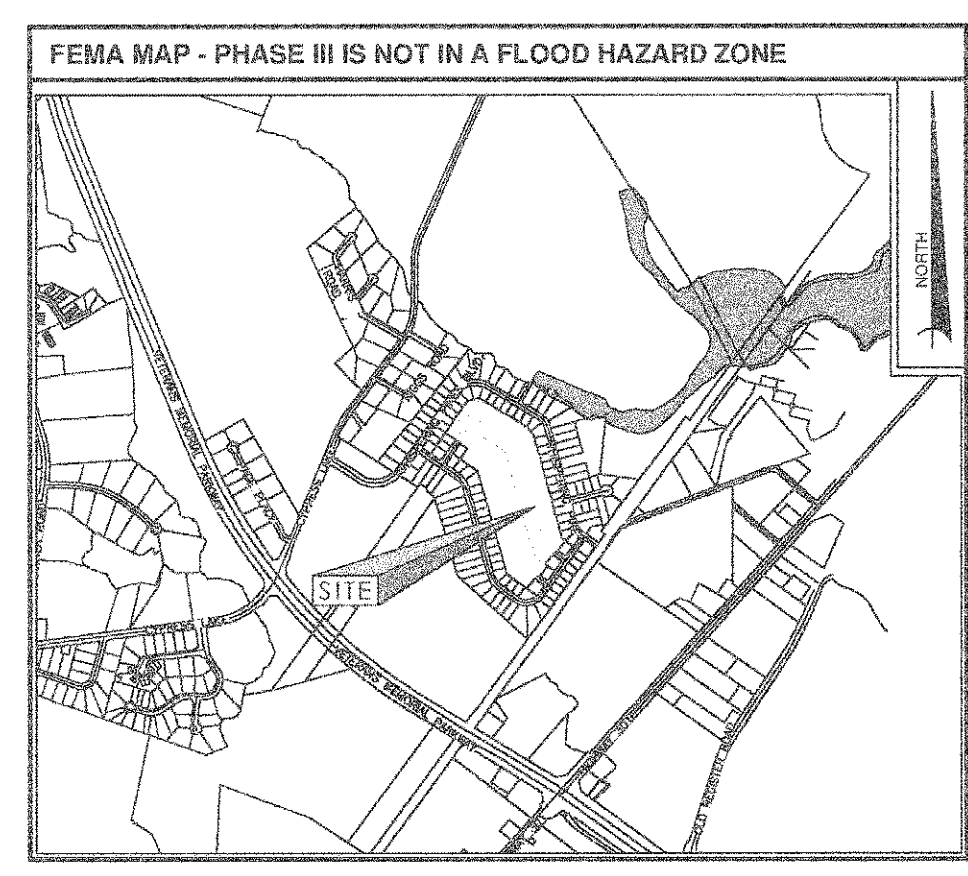
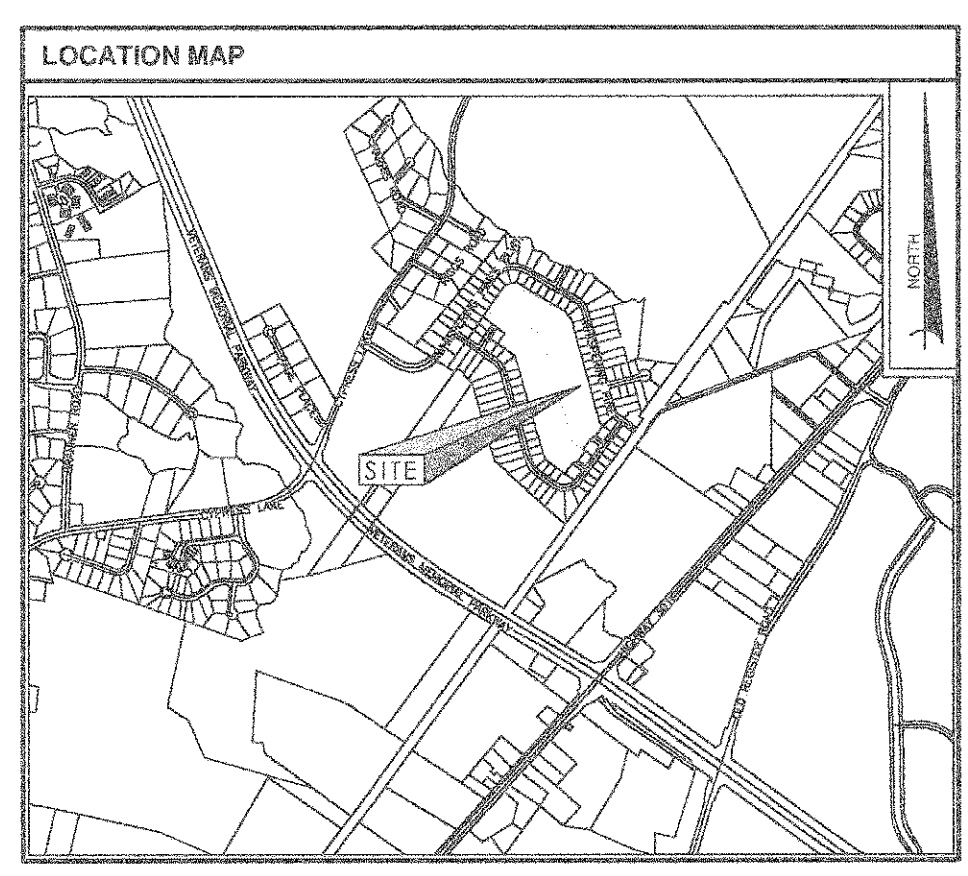
### LOTS 89-93 & LOTS 133-171

### FOR

# CSAV LLC.

### LOCATED IN 1209TH G.M.D.

## CITY OF STATESBORO, BULLOCH COUNTY, GA



LOT NUMBER	ACRES	SQ. FEET
89	0.334	14569.36
90	0.350	15247.01
91	0.335	14597.84
92	0.230	10032.12
93	0.230	10000.00
133	0.255	11131.04
134	0.238	10375.97
135	0.243	10593.30
136	0.293	12781.33
137	0.294	12810.92
138	0.283	12343.95
139	0.315	13718.90
140	0.239	10400.00
141	0.239	10400.00
142	0.239	10400.00
143	0.239	10400.00
144	0.239	10400.00
145	0.239	10400.00
146	0.239	10400.00
147	0.239	10400.00
148	0.239	10400.00
149	0.239	10400.00

LOT NUMBER	ACRES	SQ. FEET
150	0.343	14957.70
151	0.315	13732.74
152	0.232	10089.03
153	0.230	10033.52
154	0.230	10033.50
155	0.230	10022.26
156	0.237	10313.90
157	0.239	10401.90
158	0.241	10489.90
159	0.243	10577.90
160	0.245	10665.91
161	0.247	10753.91
162	0.249	10841.91
163	0.253	11017.92
164	0.253	11017.92
165	0.255	11105.92
166	0.304	13237.60
167	0.300	13069.52
168	0.230	10000.00
169	0.230	10000.00
170	0.230	10000.00
171	0.230	10000.00

**GENERAL NOTES**

- EASEMENTS NOT SHOWN AS EXISTING ON THIS PLAT ARE PROPOSED AND ARE TO BE CREATED IN CONJUNCTION WITH THIS PLAT AND/OR TRANSFER OF LOTS. TYPICAL DRAINAGE EASEMENTS ARE 10 FEET ON EACH SIDE OF PROPERTY LINE.
- COORDINATES SHOWN ARE BASED ON NAD 83 GA. EAST ZONE OBTAINED BY UTILIZING EGPS SOLUTIONS NETWORK CORRECTED RTK.
- ELEVATIONS SHOWN ARE BASED ON NAVD 1988 ELEVATION DATUM OBTAINED BY UTILIZING EGPS SOLUTIONS NETWORK CORRECTED RTK.
- DEVELOPERS HEREBY RESERVE A 15' UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FOR UTILITY INSTALLATION.
- NO NITRIFICATION FIELDS ARE PERMITTED WITHIN THE 50' WETLAND BUFFER AREA OR WITHIN 100' OF ANY WELL.

**DEVELOPER/OWNER**  
CSAV LLC  
430 BOHLER PINES ROAD  
STATESBORO, GA 30458  
PHONE: 912-678-9563

**SURVEYOR**  
MAXWELL REDDICK AND ASSOCIATES, INC.  
40 JOE KENNEDY BLVD.  
STATESBORO, GA 30458  
PHONE: 912-489-7112

**ENGINEER**  
MAXWELL REDDICK AND ASSOCIATES, INC.  
40 JOE KENNEDY BLVD.  
STATESBORO, GA 30458  
PHONE: 912-489-7112

**CONTROL MONUMENT DATA**

POINT NO.	NORTHING	EASTING	ELEV.	DESC.
1	5021.2348	3387.3479	248.78	1/2" RBF
2	5525.3293	4103.2724	245.54	1/2" RBF
3	4180.9659	4384.3639	232.19	1/2" RBF

**CORNER PIN STATEMENT**

UNLESS OTHERWISE NOTED, 1/2" REARS WITH ORANGE CAPS SET ON ALL LOT CORNERS AND 1/2" REARS WITH YELLOW CAPS SET ON ALL INTERMEDIATE POINTS. DEVELOPERS HEREBY RESERVE A 15' UTILITY EASEMENT ALONG THE FRONT OF ALL LOTS FOR UTILITY INSTALLATION.

ALL PLASTIC CAPS ARE STAMPED WITH THE FOLLOWING:

MAX-RED  
LSP009663

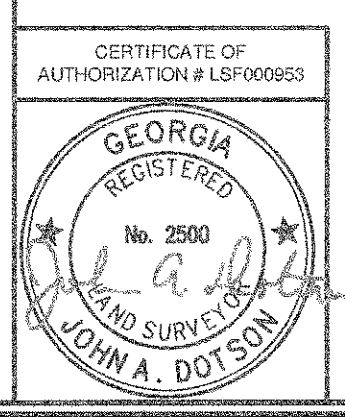
**LEGEND**

— W —	WATER LINE
— S —	SANITARY SEWER LINE
— OHP —	OVERHEAD POWER LINE
RBF	REBAR FOUND
CRBF	CAPPED REBAR FOUND
CRBS	CAPPED REBAR SET
IPF	IRON PIPE FOUND
CIPS	CAPPED IRON PIPE SET
CMF	CONCRETE MONUMENT FOUND
PP	POWER POLE
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
S.B.L.	SETBACK LINE
EB	ELECTRIC BOX
ET	ELECTRIC TRANSFORMER
FH	FIRE HYDRANT
WV	WATER VALVE
SCMS	SUBDIVISION CONTROL MONUMENT SET (CONTROL MONUMENTS ARE CAPPED IRON PIPES SET)

**SURVEYOR CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE: OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

*John A. Dotson*  
JOHN A. DOTSON - GA. RLS #2500  
12-8-2020  
DATE



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

PRECISION DATA  
E.O.C. FIELD ERROR PER ANGLE 1/3964.468 00° 00' 00.4"  
ADJ. METHOD NETWORK LEAST SQUARES  
E.O.C. PLAT 1/28,327 TO PERFECT

FIELD EQUIPMENT  
TRIMBLE R6 GPS  
MAGNETIC LOCATOR  
TRIMBLE ACCESS  
TRIMBLE SS

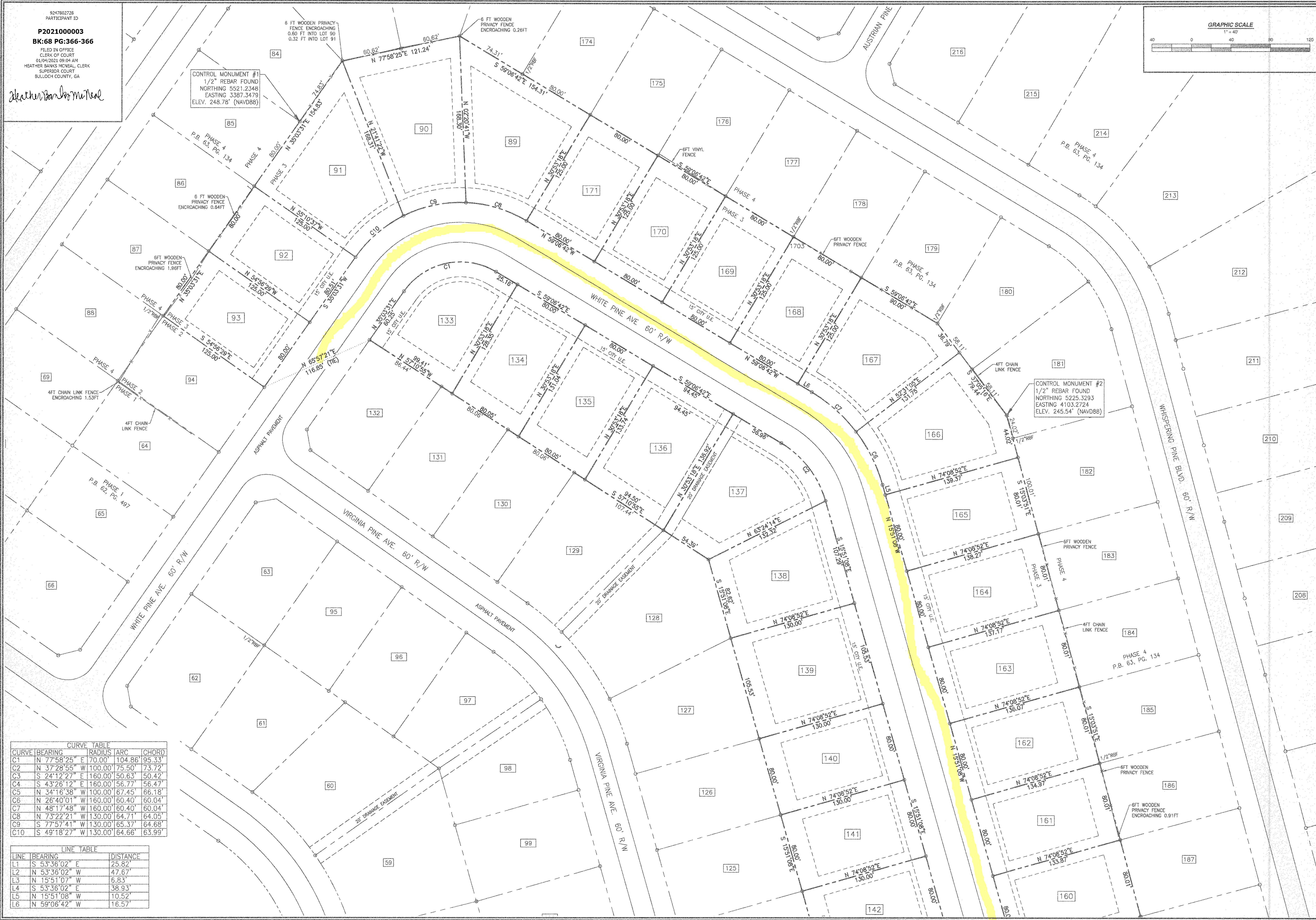
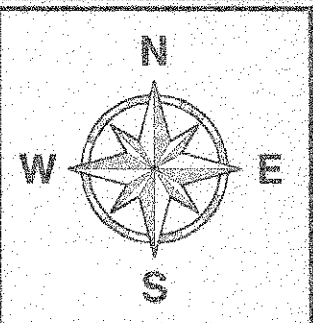
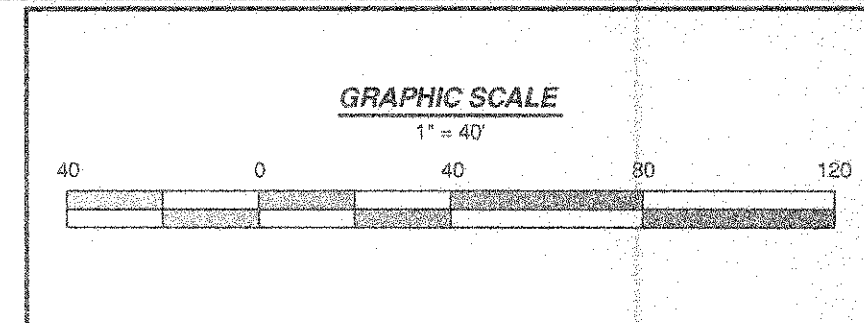
DRAWN BY: JTD  
FIELD WORK: 12/7/2020 RE  
DATE: 12/8/2020  
JOB NO.: 2019-158  
SCALE: AS SHOWN

DRAWING NUMBER  
**1**  
1 OF 3 SHEETS

**MAXWELL REDDICK AND ASSOCIATES**  
ENGINEERING & LAND SURVEYING  
40 JOE KENNEDY BLVD.  
STATESBORO, GA 30458  
(912) 489-7112 OFFICE  
NORTHWINDS III  
2500 NORTHWINDS PKWY.  
SUITE 360  
ALPHARETTA, GA 30009  
(404) 693-1618 OFFICE



9247802728  
PARTICIPANT ID  
**P2021000003**  
**BK:68 PG:366-366**  
FILED IN OFFICE  
CLERK OF COURT  
01/04/2021 09:04 AM  
HEATHER BANKS MCNEAL, CLERK  
SUPERIOR COURT  
BULLOCH COUNTY, GA  
*Heather Banks McNeal*

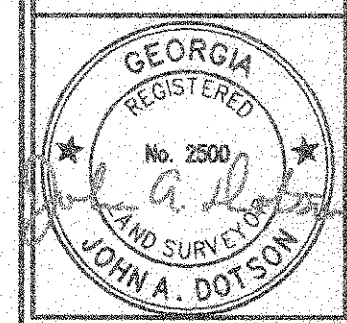


CONTROL MONUMENT #1  
1/2" REBAR FOUND  
NORTHING 5521.2348  
EASTING 3387.3479  
ELEV. 248.78' (NAVD88)

CONTROL MONUMENT #2  
1/2" REBAR FOUND  
NORTHING 5225.3293  
EASTING 4103.2724  
ELEV. 245.54' (NAVD88)

CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 77°58'25" E	70.00'	104.86'	95.33'
C2	N 37°28'55" W	100.00'	75.50'	73.72'
C3	S 24°12'27" E	160.00'	50.63'	50.42'
C4	S 43°26'12" E	160.00'	56.77'	56.47'
C5	N 34°16'38" W	100.00'	67.45'	66.18'
C6	N 26°40'01" W	160.00'	60.40'	60.04'
C7	N 48°17'48" W	160.00'	60.40'	60.04'
C8	N 73°22'21" W	130.00'	64.71'	64.05'
C9	S 77°57'41" W	130.00'	65.37'	64.68'
C10	S 49°18'27" W	130.00'	64.66'	63.99'

LINE	BEARING	DISTANCE
L1	S 53°36'02" E	25.82'
L2	N 53°36'02" W	47.67'
L3	N 15°51'07" W	6.83'
L4	S 53°36'02" E	38.93'
L5	N 15°51'08" W	10.52'
L6	N 59°06'42" W	16.57'



40 JOE KENNEDY BLVD.  
STATESBORO, GA 30428  
(912) 489-7123 FAX  
NORTHWINDS II  
2500 NORTH WINDS PAVY  
ALPHARETTA, GA 30009  
(404) 893-1818 OFFICE



REVISIONS:

FINAL SUBDIVISION PLAT  
FOR  
**WHISPERING PINES PHASE III**  
CSAV LLC.  
LOCATED IN THE 120TH G.M.D.  
CITY OF STATESBORO, BULLOCH COUNTY GA

FIELD EQUIPMENT  
TRIMBLE PG GPS  
TRIMBLE FIELD ANGLE  
ADJ. METHOD NETWORK  
E.O.C. PLAT  
PRECISION DATA  
E.O.C. FIELD ANGLE  
ADJ. METHOD NETWORK  
E.O.C. PLAT

DRAWN BY: JTD  
FIELD WORK: 12/17/2020 RE  
DATE: 12/20/20  
JOB NO.: 2019-158  
SCALE: AS SHOWN

DRAWING NUMBER  
**2**  
2 OF 3 SHEETS



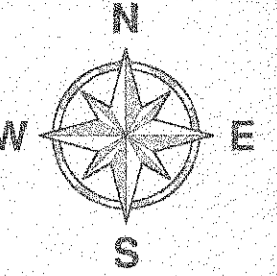
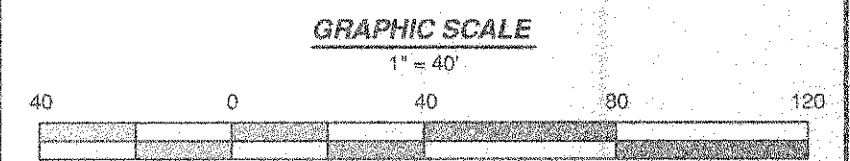
9247802738  
PARTICIPANT ID

**P2021000003**

**BK:68 PG:367-367**

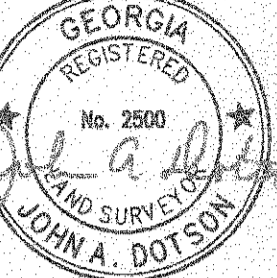
FILED IN OFFICE  
CLERK OF COURT  
01/04/2021 09:04 AM  
HEATHER BANKS MCNEAL, CLERK  
SUPERIOR COURT  
BULLOCH COUNTY, GA

*Heather Banks McNeal*



NORTH BY  
P.B. 62, PAGE 494

CERTIFICATE OF  
AUTHORIZATION #LS10000963



40 JOE KENNEDY BLVD  
STATESBORO, GA 30459  
(912) 489-7112 OFFICE  
(912) 489-7125 FAX



MAXWELL-REDDICK  
A.R.C. ASSOCIATES  
ENGINEERING &  
LAND SURVEYING

REVISIONS:

**FINAL SUBDIVISION PLAT  
WHISPERING PINES PHASE III  
FOR  
CSAV LLC.**  
LOCATED IN THE 1200TH G.M.D.  
CITY OF STATESBORO, BULLOCH COUNTY GA

PRECISION DATA	FIELD EQUIPMENT
1" = 398.409'	TRIMBLE R10 GPS
E.O.G. FIELD	MAGNETIC LOCATOR
00' 00" 00.4"	TRIMBLE ACCESS
ADJ. METHOD	NETWORK LEAST SQUARES
1.000 (UNADJUSTED)	1.000 (UNADJUSTED)

DRAWN BY:	JTD
FIELD WORK:	RE
DATE:	11/10/2020
JOB NO.:	2019-158
SCALE:	AS SHOWN

DRAWING NUMBER

**3**

3 OF 3 SHEETS



CONTROL MONUMENT #3  
1/2" REBAR FOUND  
NORTHING 4180.9659  
EASTING 4384.3639  
ELEV. 232.19' (NAVD88)

CURVE	BEARING	RADIUS	ARC	CHORD
C1	N 77°58'25" E	70.00'	104.86'	95.33'
C2	N 37°28'55" E	100.00'	75.50'	73.72'
C3	S 24°12'27" E	160.00'	50.63'	50.42'
C4	S 43°26'12" E	160.00'	56.77'	56.47'
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C10	S 49°18'27" W	130.00'	64.66'	63.99'

LINE	BEARING	DISTANCE
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L4	S 53°36'02" E	38.93'
L5	N 15°51'08" W	10.52'
L6	N 59°06'42" W	16.57'



Return to Recorded Document to:

Cain Smith,  
City Attorney  
City of Statesboro  
50 East Main Street  
Statesboro, Georgia 30459

---

WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF BULLOCH

THIS INDENTURE, made and entered to on the 30th day of October, 2024, by and between **CSAV LLC**, hereinafter referred to as Grantor, and **MAYOR AND COUNCIL OF THE CITY OF STATESBORO**, hereinafter referred to as Grantee.

WITNESSETH:

That the said Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to her in hand paid, at or before the sealing and delivery of these present, the receipt whereof is hereby acknowledged, has granted, sold, bargained, and conveyed, and does, by these presents, grant, bargain, sell, convey, transfer, and assign unto said Grantees, the following real property, to wit:

PASTE LEGAL DESCRIPTION

**Virginia Pine:**

**Those certain roads marked “60’ Right-of-Way” and identified as “Virginia Pine Avenue” on the attached minor subdivision plat entitled “Whispering Pines Subdivision – Phase 2, dated March 13, 2018, prepared by Maxwell-Reddick and Associates for CSAV, LLC and recorded in Plat Book 67, Pages 338-340, Bulloch County, Georgia records.**

**White Pine:**

**Those certain roads marked “60’ Right-of -Way” and identified as “White Pine Avenue” on the attached minor subdivision plat entitled “Whispering Pines - Phase 3, dated December 8, 2020, prepared by**

**Maxwell-Reddick and Associates for CSAV, LLC, and recorded in Plat Book(s) 68, Pages 365-367, Bulloch County, Georgia records.**

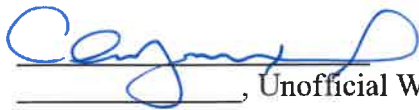
TO HAVE AND TO HOLD, the said tract or parcel of land above described and hereby conveyed, together with all and singular the rights, members and appurtenances thereto belonging or in any manner appertaining to the said Grantees, forever in fee simple; subject only to all zoning ordinances, easements, and restrictions of record affecting these bargained premises.

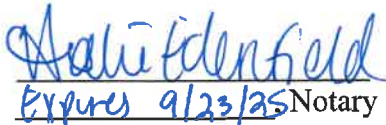
AND the said Grantor, herself, her heirs, successors and assigns, will warrant and forever defend upon said Grantees, their heirs, successors, and assigns, the right and title to the property hereby conveyed against the lawful claims of all persons whomsoever claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hand and affixed her seal on this day and year herein written.

  
\_\_\_\_\_  
GRANTOR NAME

Signed, sealed, and delivered  
In the presence of

  
\_\_\_\_\_, Unofficial Witness

  
Expires 9/23/25 Notary Public

HOLLIE EDENFIELD  
NOTARY PUBLIC  
BULLOCH County  
State of Georgia  
My Comm. Expires 9/23/2025

# CITY OF STATESBORO

## COUNCIL

Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** October 29, 2024

**RE:** November 5, 2024 City Council Agenda Items

**Policy Issue:** Consideration of Development Agreement with GPB Development, LLC to use \$197,000 in TAD funds for installation of private infrastructure within the development commonly known as 1803 East located at 19 Gordon Street within the South Main Tax Allocation District.

**Recommendation:** Approval

**Background:** On October 9 2024, the TAD Advisory Committee recommended that \$197,000 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

**Budget Impact:** None

**Council Person and District:** Vacant, District 1

**Attachments:** Proposed Development Agreement and Application for TAD funding submitted by GPB Development, LLC

Georgia Municipal Association City of Excellence

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

# **DEVELOPMENT AGREEMENT**

**Between City of Statesboro, Georgia**

**and**

***GPB DEVELOPMENT, LLC***

***For 1803 East***

***Private Improvements***

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the \_\_\_ day of November, 2024, 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 GPB Development, LLC, a Georgia 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 \$197,000.00 in TAD assistance for installation of Private Infrastructure at Parcels S39 000083 000 and S39 000083 001 in the City of Statesboro, 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 GPB Development, LLC, a Georgia limited liability company, 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 November \_\_\_\_, 2024, 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 installation of upgraded façade materials.

“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 17 Gordon Street and commonly known as 1803 East.

“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 1201 Brampton Avenue, 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.

(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 \$197,000.
- (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 to 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:**

Mitchell Ball  
1201 Brampton Avenue  
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**

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Mayor Jonathan McCollar

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Attested by Leah Harden, City Clerk

**GPB Development, LLC**

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Mitchell Ball, Managing Member

# City of Statesboro Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Darren Prather  
Central Services Director

**Date:** 10-30-24-2024

**RE:** Police Vehicle Bid

**Policy Issue:** Purchasing

### **Recommendation:**

Staff recommends the City of Statesboro purchase vehicles for the Police department from the following dealerships based on the sealed bid results. If approved, these purchases would be funded by the 2019 SPLOST.

<b>Dealership</b>	<b>Patrol</b>	<b>Hybrid Patrol</b>	<b>Truck</b>
1. J.C. Lewis Ford	<b>\$46,010.08</b>	\$53,032.27	<b>\$40,023.16</b>
2. Metter Ford	\$45,156.08	<b>\$47,223.16</b>	\$No Bid
3. O.C. Welch Ford	\$45,060.00	\$47,300.00	\$40,900.00

Note: J.C. Lewis' bid on the five (5) patrol vehicles is considered the lowest bid due to our 3% in-county advantage. J.C. Lewis has agreed to match the lowest bid of \$45,060.00 per our ordinance.

### **Background:**

The City of Statesboro issued an invitation to bid for five (5) V-6 patrol SUVs, one (1) hybrid patrol SUV and one (1) truck. This invitation to bid was sent to numerous dealerships and advertised for over two weeks. These bids do not

included up-fitting (lights, radios, CPUs etc.). This up-fitting will be done with the remaining funds upon delivery of the vehicles. These purchases will be funded from the 2019 SPLOST.

**Budget Impact:** 2019 SPLOST

**Council Person and District:** All

**Attachments:** None

# City of Statesboro Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Matt Aycok  
Assistant Public Utilities Director

**Date:** 10-29-2024

**RE:** Backhoe for the Natural Gas Department

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Shea Tractor & Equipment for the purchase of a Kubota backhoe (Model # V2403-CR-E4) per Sourcewell cooperative purchasing contract in the amount of \$65,966.04. This item to be purchased with funds approved in the 2025 CIP Budget, item #NGD-57, funded by system revenues.

**Background:** We are proposing to replace the existing 1998 Caterpillar backhoe (26 years old) with a new unit, utilizing the Sourcewell cooperative purchasing contract. The existing backhoe is well past it's useful life and is no longer reliable for daily use. The budget estimate was \$80,000.00 and the unit quote received was \$65,966.04.

**Budget Impact:** Funds were approved in the 2025 CIP, #NGD-57, utilizing system revenues.

**Council Person and District:** All

**Attachments:** Sourcewell Quote



-- Standard Features --

-- Custom Options --



Loader / Landscaper Series L47TLB-LB

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**DIESEL ENGINE**

Model # V2403-CR-E4  
Tier 4 Final Certified  
4 Cyl., 148.5 cu. in.  
47.1 HP Gross (SAE J1995)  
44.7 HP Net (SAE J1349)  
33.0 PTO HP  
@ 2700 Eng. rpm  
Direct Injection  
Charging Output 45 Amps  
12 V - 80 Amp Hour Battery  
Dual Element Air Cleaner w/ cyclone  
Precleaner

**HYDRAULICS**

Open Center – Gear Type  
Total Pump Capacity 25.0 gpm  
Includes Power Steering  
Front /Rear Remotes 11.8 gpm  
BH Boom Swing Pump 6.6 gpm  
Cat I 3-Point Hitch (Linkage Opt.)  
24" Behind 2756 lbs.  
@ Lift Points 3860 lbs.  
Position Control

**FRONT AXLE**

Bevel Gear, 4WD  
Hydrostatic Power Steering  
Cast Iron - Heavy Duty  
Tread Spacing, Nonadjustable

**DRIVE TRAIN**

HST Plus  
3 Ranges  
Low-Medium-High  
Maximum Travel Speed 14.1 mph  
Rear Differential Lock  
Mechanical, Multiple Wet Disc  
Brakes  
4 Wheel Drive

**DIMENSIONS**

Transport Length 234"  
Width 71.2"  
Height to ROPS top 95.1"  
Wheelbase 72.5"  
Ground Clearance 14.4"

**POWER TAKE OFF**

Hydraulic Independent Rear PTO  
Running 540 rpm @ 2590 Eng. RPM  
SAE – 1-3/8, 6 splines

**SAFETY EQUIPMENT**

Four Post ROPS / FOPS  
Deluxe Seat w/retractable Seat Belt  
Safety Start Switches  
Electric Key Shut-Off  
Parking Brake  
SMV Sign

**SELECTED TIRES**

sub153  
FRONT - 27x10.50-15 R4 Titan Trac Loader  
RFAR - 15-19.5 R4 Titan Trac Loader TI R

**FLUID CAPACITY**

Fuel Tank 17.7 gal.  
Crankcase 8.7 qts.  
Engine Coolant 8.7 qts.  
Transmission and  
Hydraulics 12.2 gal.  
Front Axle Case 7.4 qts.

**LIGHTING**

2 Halogen Headlight / Work Lights  
2 Halogen Rear Work Lights  
2 Tail Lights / Turn Signals

**INSTRUMENTS**

IntelliPanel™  
Lighted Communications Symbols  
Digital Display with Tachometer,  
Travel Speed, PTO Speed,  
Warnings, Maintenance Alerts,  
On-board Diagnostics

**REAR AXLE**

Heavy Duty Axle w/ Differential Lock  
Helical gear final drives  
Multiple Wet Disc Brakes

**STANDARD EQUIPMENT**

Four 55 W Halogen Work Lights  
Electronic HST Transmission  
Backhoe Crawling Mode  
Full Flat Floor  
Cast Steel Brake Pedal  
Walk-through Step  
Seat with Arm Rests  
Seat Pivots In Place  
Backup Alarm  
Horn  
Slanted Hood & Loader Arms  
2 Lever Style Quick Coupler  
Hydraulic Self-Leveling Loader  
Braceless Loader Frame  
Protected Hydraulic Hoses &  
Pipes  
Bucket Level Indicator  
Boom Lock  
Arch Type Backhoe Boom  
Independent Boom Swing Pump  
Protected Hydraulic Hoses &  
Pipes  
Thumb Bracket  
Improved Inching Performance  
High Quality Hydraulic Cylinders

L47TLB-LB Base Price: \$41,680.00

(1) BACKHOE W/AUX HYD VALVE / L47TLB PNF BT1000BV-BACKHOE W/AUX HYD VALVE / L47TLB PNF	\$16,768.00
(1) FRONT LOADER W/3RD FUNCTION VALVE / L47TLB TL1300V-FRONT LOADER W/3RD FUNCTION VALVE / L47TLB	\$10,222.00
(1) 72" 4 IN 1 BUCKET L2245A-72" 4 IN 1 BUCKET	\$2,979.00
(2) RUBBER SHOE L9467-RUBBER SHOE	\$324.00
(1) 12" QA TRENCHING BUCKET K7672A-12" QA TRENCHING BUCKET	\$1,431.00
(1) 18" QA TRENCHING BUCKET K7674A-18" QA TRENCHING BUCKET	\$1,616.00
(1) Q.A. COUPLER / BT1400(V) /BT1000B(V) K7543A-Q.A. COUPLER / BT1400(V) /BT1000B(V)	\$1,587.00
(1) HYDRAULIC CYLINDER GUARD PNF BT2362-HYDRAULIC CYLINDER GUARD PNF	\$214.00
(1) AT&T TELEMATICS MODEM DCU6700-AT&T TELEMATICS MODEM	\$449.00
(1) M SERIES TELEMATICS HARNESS M6712-M SERIES TELEMATICS HARNESS	\$162.00
(1) 48" 30 Series Pallet Fork, 48" Width3,000 lb. AP-PFL3048-99-48" 30 Series Pallet Fork, 48" Width3,000 lb.	\$1,622.00

**Configured Price: \$79,054.00**

Sourcewell Discount: (\$17,440.54)

**SUBTOTAL: \$61,613.46**

Factory Assembly: \$775.00

Dealer Assembly: \$958.83

Freight Cost: \$1,718.75

PDI: \$400.00

Inbound Freight from Other Dealer \$500.00

Total Unit Price: \$65,966.04

Quantity Ordered: 1

Final Sales Price: \$65,966.04

**Purchase Order Must Reflect Final Sales Price.**

To order, place your Purchase Order directly with the quoting dealer