

CITY OF BRUNSWICK

601 Gloucester Street * Post Office Box 550 * Brunswick * Georgia * 31520-0550 * (912) 267-5500 * Fax (912) 267-5549

Cosby H. Johnson, Mayor
Felicia M. Harris, Mayor Pro Tem
Kendra L. Rolle, Commissioner
Lance Sabbe, Commissioner
Gwen Atkinson-Williams, Commissioner

City Attorney
Brian D. Corry

City Manager
Regina M. McDuffie

AGENDA

BRUNSWICK CITY COMMISSION REGULAR SCHEDULED COMMISSION MEETING WEDNESDAY, AUGUST 7, 2024 AT 6:00 P.M. 1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

CALL TO ORDER **INVOCATION **PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

1. Adoption August 7, 2024 Regular Scheduled Meeting Agenda.

PUBLIC COMMENT

RECOGNITION(S), PRESENTATION(S), & AWARD(S)

2. Proclamation Presentation to Dr. Kavanaugh Chandler and Staff Recognizing the Week of August 4th –10th as Health Center Week. **(Encl. 1)**

UPDATE

3. Glynn-Brunswick 911 Director Cara Richardson to Provide an Update.

APPOINTMENT(S)

4. Commission:

1) **Planning and Appeals Commission** ~ (1 Alternate Appointment)

ITEM(S) TO CONSIDER FOR APPROVAL

5. Consider Approval of July 15, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary charges.) (N. Atkinson)* **(Encl. 2)**

6. Consider Approval of Memorandum of Understanding Between the City of Brunswick and Glynn County for the Submittal of Safe Street Grant for All Application to the Department of Transportation. *(M. Hardin)* **(Encl. 3)**

7. Consider Approval of Grant from Southeast Crescent Regional Commission in the Amount of \$600,000.00 to be Used Towards Albany Street Drainage Improvement Project. *(G. Albersen)* **(Encl. 4)**

8. Consider Approval of the Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant Agreement from Georgia Environmental Finance Authority (GEFA) for \$1,653,500.00 for the Albany Street Drainage Improvement Project. *(G. Albersen)* **(Encl. 5)**

9. Consider Approval of an Agreement with Goodwyn Mills Cawood (GMC) for Grant Administration

Tasks and Contract Document Modifications Associated with Georgia Environmental Finance Authority (GEFA) Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant for the Albany Street Drainage Improvement Project. (*G. Alberson*) **(Encl. 6)**

10. Consider Approval of Enterprise Zone Incentives for 1420 Newcastle Street. (*M. Hill*) **(Encl. 7)**

11. Consider Approval of Enterprise Zone Incentives for 1617 Norwich Street. (*M. Hill*) **(Encl. 8)**

12. Consider Approval of Audit Engagement Letter with Mauldin & Jenkins CPA's and Advisors. (*R. McDuffie*) **(Encl. 9)**

13. Consider Approval of Financial Reports as of June 30, 2024. (*R. McDuffie*) **(Encl. 10)**

CITY ATTORNEY'S ITEM(S)

14. Consider Approval of Municipal Court Judge Service Agreement. **(Encl. 11)**

15. Consider Approval of Glynn-Brunswick 911 Service Agreement for External Entities ~ The Jekyll Island-State Park Authority. **(Encl. 12)**

16. Consider Approval of Glynn-Brunswick 911 Service Agreement for External Entities ~ The Board of Regents of the University of Georgia. **(Encl. 13)**

17. Consider Approval of St. Mark's Towers Preservation, LP Development Agreement. **(Encl. 14)**

18. Discussion ~ Proposed Redevelopment Incentive Ordinance.

EXECUTIVE SESSION

"Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the ADA Coordinator Rick Charnock at 912-267-5572 or email rcharnock@cityofbrunswick-ga.gov. Please give at least 48 hours' notice to allow the city to make reasonable accommodations for those persons(s)."

Mayor and City Council of

Brunswick, Georgia

Proclamation

WHEREAS, Coastal Community Health is a private, nonprofit corporation that provides high quality comprehensive primary health care to the medically underserved in the City of Brunswick; and

WHEREAS, Coastal Community Health makes great strides in Brunswick's health care system specifically by maintaining a high standard of accountability, demonstrating cost effectiveness, empowering our community to develop programs to its specific needs, enhancing opportunities for children and families, and providing health care services in accessible low-cost environments; and

WHEREAS, Coastal Community Health has made a significant difference to our residents by improving access to quality preventive health care which reduces preventable deaths, costly disabilities, and communicable diseases, with aims of 100% access to healthcare and 0 health disparities.

NOW, THEREFORE, I, Cosby H. Johnson, as Mayor of the City of Brunswick, along with my fellow Commissioners, do hereby proclaim August 4-10, 2024 as **“Health Center Week”** and urge our citizens to recognize the important contributions made by Coastal Community Health in improving our quality of life.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Cosby H. Johnson, Mayor

Attest: _____
Naomi D. Atkinson, City Clerk

Date: August 7, 2024

**OFFICIAL MINUTES
BRUNSWICK CITY COMMISSION
REGULAR SCHEDULED MEETING
WEDNESDAY, JULY 15, 2024
AT 6:00 P.M.**

1229 NEWCASTLE STREET, 2nd FLOOR

&

STREAMED LIVE AT THE BELOW WEB ADDRESS:

<https://www.facebook.com/citybwkga>

PRESENT: Honorable Mayor Cosby Johnson, Mayor Pro Tem Felicia Harris, Commissioner Kendra Rolle, Commissioner Lance Sabbe, and Commissioner Gwen Atkinson-Williams

CALL TO ORDER: Mayor Johnson - *meeting began at 6:00 p.m.*

INVOCATION: Mayor Pro Tem Harris

PLEDGE OF ALLEGIANCE: Recited in unison by all in attendance.

POINT OF PRIVILEGE

**

Mayor Johnson briefly addressed the loss of life at a political rally this past weekend and the loss of life of a 16-year-old child in the City of Brunswick.

**

ADDENDUM(S) TO AGENDA

Commissioner Sabbe made a motion to add as item number eight (8) under City Attorney's Item(s) ~ "Consider Approval of Transit Memorandum of Understanding with Glynn County"; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

Commissioner Rolle made a motion to defer item number seven (7) under City Attorney's Item(s) "Consider Approval of Municipal Court Judge Service Agreement."; until the August 7, 2024 Commission meeting; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

APPROVAL OF AGENDA

1. Adoption July 15, 2024 Regular Meeting Agenda.

Mayor Pro Tem Harris made a motion to approve the above-referenced agenda; with the aforementioned addendums; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

PUBLIC COMMENT

1. Nathalee McNeely, 3323 N. Cleburne Street addressed the commission regarding her concerns about an event that occurs frequently in her neighborhood.
2. Tavel Cowan, Bike/Walk Golden Isles addressed the commission regarding her support in the approval of item number five (5) "Consider Approval of Approval of a Contract for Construction of the Martin Luther King–Altama Bicycle Corridor along Martin Luther King Boulevard Between Prince Street and Gloucester Street.

UPDATE

2. Ryan Moore, President/CEO of Golden Isles Development Authority to Provide an Update. Following questions and responses; the commission thanked Mr. Moore for the informative update.

APPOINTMENT(S)

3. Authority:

- 1) **Glynn-Brunswick Memorial Hospital Authority** ~ (Three Nominations)

Commissioner Atkinson-Williams moved to nominate **Dr. Cathy Slay-Chipp** as a nominee for consideration of appointment to Glynn-Brunswick Memorial Hospital Authority; seconded by Commissioner Sabbe. Motion passed unanimously.

Commissioner Atkinson-Williams moved to nominate **Beverly Floyd-Lewis** as a nominee for consideration of appointment to Glynn-Brunswick Memorial Hospital Authority; seconded by Mayor Pro Tem Harris. Motion passed by a vote of 4 to 0 with Commissioner Rolle abstaining.

Commissioner Atkinson-Williams moved to nominate **Dr. Rhonda Waller** as a nominee for consideration of appointment to Glynn-Brunswick Memorial Hospital Authority; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

ITEM(S) TO CONSIDER FOR APPROVAL

4. Approval of July 3, 2024 Regular Scheduled Meeting Minutes. *(subject to any necessary charges.)*
(N. Atkinson)

Commissioner Sabbe made a motion to approve the above-referenced minutes; seconded by Commissioner Rolle. Motion passed unanimously.

5. Consider Approval of Contract for Construction of the Martin Luther King – Altama Bicycle Corridor along Martin Luther King Boulevard Between Prince Street and Gloucester Street.
(G. Alberson).

Commissioner Sabbe made a motion to approve contract with Curb & Gutter Professionals in the amount of \$225,190.68; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

6. Consider Approval of Resolution Number 2024-07 - Declaring Action for The Great American Cleanup. *(L. Badya)*

Mayor Pro Tem Harris made a motion to approve the above-referenced resolution; seconded by Commissioner Sabbe. Motion passed unanimously.

CITY ATTORNEY'S ITEM(S)

7. Consider Approval of Municipal Court Judge Service Agreement.

~ The above-referenced item was deferred until August 7th commission meeting. ~

8. Consider Approval of Transit Memorandum of Understanding with Glynn County.

Commissioner Sabbe made a motion to approve the above-referenced Memorandum of Understanding; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

EXECUTIVE SESSION

Commissioner Atkinson-Williams moved to hold an executive session to discuss real estate and personnel; seconded by Commissioner Rolle. Motion passed unanimously.

RECONVENE FROM EXECUTIVE SESSION

Commissioner Sabbe made a motion to approve the recommendation on litigation provided by City Attorney Corry in executive session; seconded by Commissioner Atkinson-Williams. Motion passed unanimously.

Commissioner Rolle moved to adjourn; seconded by Mayor Pro Tem Harris. Motion passed unanimously.

MEETING ADJOURNED – *meeting adjourned at 8:28 p.m.*

/s/Cosby H. Johnson
Cosby H. Johnson, Mayor

Attest: /s/ Naomi D. Atkinson
Naomi D. Atkinson
City Clerk



Subject: Safe Streets for All Grant Memorandum of Understanding

Brief summary of what you will address the Commission on:

Glynn County is respectfully requesting approval of the attached Memorandum of Understanding (MOU) between the City of Brunswick and the Glynn County Board of Commissioners. This MOU is part of a Safe Streets for All grant application that will be submitted to the US Department of Transportation. This grant emphasizes a Multi-jurisdictional request to help create a Safety Action Plan for the City of Brunswick and Glynn County. The Safety Action Plans are intended to help prevent death and serious injuries on roads and streets involving all roadway users, including pedestrians; bicyclists, public transportation, personal conveyance, and micromobility users. The federal share of this grant is 80% and the local match is 20%. The total project cost is estimated at \$400,000 with a federal share of \$320,000 and a local cash match of \$80,000. The local cash match will be shared between the City and County, having the city contribute \$14,400 and the County \$65,600.

Monica Hardin

Name

1725 Reynolds Street,
Suite 300
Brunswick, Georgia 31520

Address

Meeting Date: 7/26/24

Phone Number: 912-554-7133

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF BRUNSWICK, GEORGIA
AND
GLYNN COUNTY, GEORGIA**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the “MOU”), is made and entered into as of the _____ day of _____, 2024, by and between the **CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the "City"), and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners (hereinafter the “County”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City and the County wish to apply for the Fiscal Year 2024 Safe Streets and Roads for All Grant (the “SS4A”) Program issued and administered by the United States Department of Transportation (“DOT”); and

WHEREAS, the City and the County have agreed to partner to submit an application for the SS4A Planning and Demonstration Grant to DOT as this partnership is mutually beneficial to the Parties; and

WHEREAS, the City and the County have determined that the County will be the host applicant for the SS4A; and

WHEREAS, the Parties recognize that submission of the _____ SS4A application will require the Parties to follow the rules and restrictions stated in the Notice of Funding Opportunity FY24 Safe Streets and Road for All Funding (the “NOFO”); and

WHEREAS, the Parties intend to use the SS4A funds to create a Safety Action Plan and support planning, infrastructure, behavioral, and operational initiatives to prevent death and

serious injury on roads and streets involving all roadway users, including pedestrians, bicyclists, public transportation, commercial vehicle operators, and others; and

WHEREAS, the SS4A Program requires that applicants make available non-federal funds to carry out an SS4A Program award in an amount not less than 20% of the federal funds awarded (the “Match”), taking into account the number of residents served by the Parties; and

WHEREAS, it is the desire of the signatories hereto to enter into an MOU establishing the portion of the Match that will be paid for by each Party and the responsibilities of each Party in relation to the SS4A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereto agree as follows:

Section 1. Purpose

This MOU outlines a cost-sharing arrangement between the Parties for the purpose of applying for the SS4A and distributing any funds received through the SS4A Program to create a Safety Action Plan in an effort to improve roadway safety in the County and the City. The MOU also establishes the individual and mutual responsibilities of each Party, each Party’s level of involvement in the SS4A project, and the proposed distribution of all SS4A-funded assets.

Section 2. Term

The term of this MOU shall be from the date last signed by the Parties until the end of the Period of Performance as established in the SS4A award documents.

Section 3. EIN

As required by the NOFO, each Party’s EIN is as follows:

County: 58-6000430

City: 58-6000525

Section 4. Responsibilities

The Parties agree to follow the rules and requirements of the NOFO. The Parties agree to collect data that will allow DOT to measure performance of the awarded grant in supporting SS4A Program metrics, which are tied to the programmatic objectives and priorities. The City will provide any information required by the NOFO to the County, and the County will provide the information to DOT or the proper Federal agency at the appointed times described in the NOFO.

The County agrees to gather the requisite documentation to complete and submit the application for the SS4A on behalf of the Parties. The City may provide County with input and suggestions on the SS4A application, as may be appropriate or needed under the circumstances or as may be requested by County. Acceptance of the SS4A is subject to the final Local acceptance and approval of the Parties after award of the SS4A.

If the SS4A is awarded to the Parties, the County agrees to conduct procurement of consultant services for the Parties under the SS4A in accordance with Section 6 of this MOU, Procurement and Payment. The Parties agree to the required Match as set forth in the NOFO, and each Party will be ready to provide such funding for the SS4A project in the amount of money specified in Section 5, Cost Sharing, upon grant award and at the time and in the manner provided in Section 6.

The County agrees, upon award of the SS4A to the Parties, to submit all required financial and programmatic progress reports to DOT, as required in the NOFO. Each Party shall also be responsible for coordinating information requests from the other Party in a timely manner. The County will submit any documentation necessary to seek reimbursement through the SS4A award, and the City will provide the County with any documentation needed for such submission.

Section 5. Cost Sharing

The total SS4A grant amount that the Parties are seeking is \$400,000.00. The expected amount of the Match for the requested SS4A funds is \$80,000.00, which is 20% of the total funds requested. The Parties hereby agree to share the cost of the Match, with each Party's share of the Match determined in proportion to each Party's population numbers. Accordingly, for the Match of the SS4A funds, the County will pay \$65,600.00 (82% of the Match), and the City will pay \$14,400.00 (18% of the Match).

Should the cost of the Match be less than the expected amounts stated herein, each Party's contributions under this MOU shall be reduced proportionally.

Should the cost of hiring a consultant to create a Safety Action Plan for the Parties exceed the amount of SS4A funding received by the Parties, the Parties agree to share the remaining cost of the consultant in proportion to the percentage of the Match the Parties have agreed to pay under this MOU.

Section 6. Procurement and Payment

The County will conduct the procurement process for the consultant services as prescribed in the NOFO and in accordance with any applicable Federal, State, and local laws. The County will select only one consultant for both jurisdictions and will pay the selected consultant for its services. The County will then provide copies of the invoices for the consultant to the City and request reimbursement from the City for the City's portion of the Match as discussed in Section 5 hereinabove.

The City shall remit its portion of the Match payment directly to the County within thirty (30) business days of receipt of an invoice from County.

Section 7. Audits and Monitoring

The expenditure of funds under this MOU is subject to the annual audit requirements of the federal government (including but not limited to the Single Audit Act of 1984, Public Law 98-502, the Single Audit Act Amendments of 1996, Public Law 104-156, and the Office of Management and Budget audit requirements implemented in OMB Circular A-133).

The City shall provide the County with any documentation relevant to the activities governed by this MOU as requested by County in relation to any audit conducted by the Federal government regarding the expenditure of SS4A funds.

City will provide information to enable the County to comply with reporting requirements regarding the use of SS4A funds, to the extent required by the DOT or other federal agency. Additionally, each Party will comply with any and all reporting requirements placed upon it as a grantee by the Treasury or other Federal government agency in relation to the SS4A funds.

As the host of the Parties' SS4A application, the County will submit the requisite Performance Progress Report (the "PPR") as described in the NOFO. The City will provide the County with any information needed for the PPR or any other report requested by DOT or any other Federal agency concerning the SS4A.

Section 8. Records

Each Party shall retain any financial records, supporting documents, statistical records, and all other records that are in the Party's custody related to the SS4A funds for a period of five (5) years after the date of the Parties' close-out letter.

Section 9. Conflict of Interest

Each Party agrees and warrants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree

with the expenditure of funds contemplated by this MOU. Each Party further covenants that in the performance of this MOU, no person having such a financial interest shall be employed or retained by a Party hereunder.

The Parties recognize and agree that there is no conflict of interest affecting the awarding of the SS4A funds.

These conflict-of-interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of any of the Parties.

Section 10. Nondiscrimination

No Party will discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. Each Party will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: firing, upgrading, demoting, transferring, recruiting, or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Section 11. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this MOU shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

If to City of Brunswick, Georgia:
City of Brunswick, Georgia
Attn: City Manager
City Hall
601 Gloucester Street
Brunswick, Georgia 31320

If to Glynn County, Georgia:
Glynn County, Georgia
Attn: County Manager
1725 Reynolds Street, Suite 302
Brunswick, Georgia 31520

Section 12. Termination

Either Party may terminate this MOU at any time, for any reason or no reason, by providing the other Party with written notice thirty (30) days prior to the date of termination.

The Parties recognize that any termination of this MOU may jeopardize the status of the SS4A funds. Accordingly, any Party that terminates this MOU must reimburse the other Party with the terminating Party's portion of any SS4A funds that a Federal department or agency requires the Parties to return and/or pay back because of termination of the MOU.

Section 13. Entire Agreement

This MOU, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the City with respect to the subject matter hereof. Furthermore, this MOU supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to the subject matter hereof.

Section 14. Amendments

This MOU shall not be amended or modified except by agreement in writing executed by the governing authorities of the Parties.

Section 15. Governing Law

This MOU shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Georgia.

Section 16. Severability

Should any phrase, clause, sentence, or paragraph of this MOU be held invalid or unconstitutional, the remainder of the MOU shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the MOU unless the elimination of such provision detrimentally reduces the consideration that any Party is to receive under this MOU or materially affects the operation of this MOU.

Section 17. Compliance with Law

The County and the City shall comply with all applicable local, state, and federal statutes, ordinances, rules and regulations.

The Parties will comply with any and all rules or regulations issued by the Department of the Treasury (also referred to herein as “Treasury”) with regard to the transfer and use of the SS4A funds. The Parties recognize that they are prohibited from using the SS4A funds for: political activities; inherently religious activities; and/or lobbying, political patronage, and/or nepotism activities.

Each Party agrees to comply with Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as applicable to local governments.

Each Party is responsible for obtaining, reviewing, understanding, and complying with all federal rules, regulations and statutes applicable to federal funding, including those federal rules, regulations and statutes that are included by reference pursuant to the SS4A rules.

No Federal appropriated funds will be paid, by or on behalf of any Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Section 18. No Consent to Breach

No consent or waiver, express or implied, by any Party to this MOU, to any breach of any covenant, condition or duty of another Party shall be construed as a consent to or waiver of any future breach of the same.

Section 19. Counterparts

This MOU may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(this space left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, Glynn County, Georgia and City of Brunswick, Georgia, have caused this MOU to be executed in their respective names and their respective official seals to be hereunto affixed and attested by their duly authorized officials, all as of the date first above written.

CITY OF BRUNSWICK, GEORGIA:

(SEAL)

By: _____
Cosby H. Johnson, Mayor
City of Brunswick

Attest: _____
Naomi Atkinson, City Clerk

GLYNN COUNTY, GEORGIA:

(SEAL)

By: _____
Wayne Neal, Chairman
Glynn County Board of Commissioners

Attest: _____
Ronda Vakulich, County Clerk



**SUBJECT: SOUTHEAST CRESCENT REGIONAL COMMISSION GRANT
AGREEMENT FOR ALBANY STREET DRAINAGE IMPROVEMENTS**

COMMISSION ACTION REQUESTED ON: August 7, 2024

PURPOSE:

Approval of a State Economic and Infrastructure Development grant in the amount of \$600,000 from the Southeast Crescent Regional Commission

HISTORY:

Albany Street is a major north-south corridor through the City of Brunswick. The section of Albany Street between F and G Streets is a low-lying area of the city. Along with the low topography, the drainage infrastructure in this area is severely undersized. These factors contribute to this area being one of the first areas to flood during rainfall events.

The City's Storm Water Master Plan was completed in February 2020. The plan evaluated several areas of town for storm water deficiencies. After identifying 15 drainage problem areas in the City, the plan prioritized these areas in order of importance for projected improvement. The prioritization was based on several factors including roadway or building flooding issues, undersized or lack of infrastructure, tide control, and maintenance issues. Following the identification and prioritization of the potential projects, the Albany Street project was listed as the #1 project in need of improvement within the City.

FACTS AND ISSUES:

The project design and construction plans have been completed for the Albany Street Drainage Improvement project. A construction contract has been awarded to Woodard Construction Company. The tentative start date for construction is around October 2024.

City staff submitted an application to the Southeast Crescent Regional Commission (SCRC) for a State Economic and Infrastructure Development (SEID) grant. The SCRC received 103 full applications for this grant program and awarded 57 grants. The City of Brunswick has been awarded a grant of \$600,000 for the Albany Street Drainage Improvement Project. There is no local match required for this grant.

BUDGET INFORMATION:

The total amount of this grant funding (\$600,000) will be paid toward the Albany Street Drainage Improvement project.

OPTIONS:

1. Authorize the Mayor to sign an agreement with the Southeast Crescent Regional Commission for a State Economic and Infrastructure Development Grant in the amount of \$600,000
 2. Do not authorize the Mayor to sign an agreement with the Southeast Crescent Regional Commission for a State Economic and Infrastructure Development Grant in the amount of \$600,000
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with the Southeast Crescent Regional Commission for a State Economic and Infrastructure Development Grant in the amount of \$600,000

DEPARTMENT: **Engineering**

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with the Southeast Crescent Regional Commission for a State Economic and Infrastructure Development Grant in the amount of \$600,000

Regina M. McDuffie

City Manager

___7/29/24___

Date

ALBANY STREET DRAINAGE IMPROVEMENTS

Summary of Funding Sources & Uses

FUNDING USES	\$\$ Amount
Construction Contract	3,610,607.00
TOTAL ESTIMATED PROJECT COSTS	\$ 3,610,607.00

FUNDING SOURCES

GEFA Grant Funds	1,653,500.00
SEID Grant Funds	600,000.00
SPLOST 22 - Storm Drainage	1,357,107.00
TOTAL FUNDING SOURCES	\$ 3,610,607.00



July 19, 2024

Mary Jo DiAngelo
601 Gloucester Street
Brunswick, Georgia 31520

RE: City of Brunswick SCRC FY2023 SEID Grant Award Letter

Dear Mary Jo DiAngelo:

On behalf of the Federal Co-Chair, Dr. Jennifer Clyburn Reed, States' Co-Chair, Governor Kemp, and all associated with the Southeast Crescent Regional Commission (SCRC), we congratulate you and your organization for receiving a FY2023 SEID Grant award in the amount of \$600,000.

SCRC received 103 full applications for the inaugural FY 2023 SEID Grant Program, requesting over \$36.1 million in total funding. Across the six participating states, 57 applications were selected, and we congratulate you!

Please note that while you have been awarded a SEID grant, additional information is needed before you can move forward with your project or incur any expenses to be paid for by this grant award. **Please review the content of this award letter carefully and return all requested materials by July 26, 2024.**

You may not move forward on your project or expend any grant or matching funds until you receive a **Notice to Proceed (NTP) or Limited Notice to Proceed (LNTP)** from SCRC. SCRC and/or match/cost share funds expended prior to the issuance of the Notice to Proceed or Limited Notice to Proceed are not eligible for reimbursement and may not be counted as match. **Expenditures of grant and matching funds prior to receiving a NTP or LNTP could result in SCRC reducing or rescinding your award.** For additional information regarding the issuance of the Notice to Proceed, please refer to SCRC's Grant Administration and Compliance Manual.

In order to expedite the NTP or LNTP process, all grantees must complete the following steps:

1. Attend a mandatory new grantee training session on August 5th, 6th, 7th, or 8th.

Please see the details below for the required new grantee training. The training will be held via Zoom and is intended to provide you with information on the life cycle of the award, procurement and reimbursement processes, reporting requirements for grant compliance, as well as a review of NEPA and fulfillment of the Build America Buy America (BABA) for construction grantees.

SCRC will host two training sessions for construction grants on Aug. 6th at 10:30 AM and Aug. 8th at 2:30 PM and two training sessions for non-construction grants on Aug. 5th at 2:30 PM and Aug. 7th at 10:30 AM. At least one member of the project management team per grant is required to attend. These trainings will be held virtually via this link: <https://www.zoomgov.com/j/1618318115?pwd=aWxxUStuNW11TXZSMm5RZ05mZzJldz09>

2. Execute secondary documentation necessary for SCRC to begin the process to obligate funding.

In addition to this letter, we have enclosed two financial forms, the SF 3881 – ACH and the Federal W9 forms, as well as Project Point of Contact Form, which must be completed and returned to SCRC no later than July 26, 2024.



3. Construction grants must complete the required environmental review process (NEPA).

SCRC's NEPA process complies with federal requirements and in partnership with engineering firm, M. Baker International. The NEPA process must be finalized before a full NTP is issued. If your project needs access to SCRC funds to complete NEPA, you will be allowed to work under a LNTP to cover these costs. Please complete an updated NEPA Intake Form and return it to SCRC at your earliest convenience. This will also be discussed at the technical assistance training if you need more support with the process. **As soon as this document is returned, the NEPA process can begin and SCRC, in conjunction with M. Baker International, will provide additional guidance on NEPA once this documentation has been reviewed.**

Please email the following documents to grants@scrc.gov no later than **July 26, 2024**.

- Executed acknowledgment of award letter by the project's authorized official (this document signed)
- Executed SF-3881 ACH form
- Grantee Specific Federal W9 Form
- Project Point of Contact Form

We are excited to begin the grant process with you! To assist us with providing you responsive grant recipient service, use grants@scrc.gov for all correspondence with SCRC. Please include **Project Name and SCRC grant number** (SEID23GA008) in the subject line of every email communication.

We wish you great success with your project and look forward to working with you,

SCRC Grants and Programs Office

Cc: Brittany Pittman, brittany.pittman@dca.ga.gov

I, _____ am the Authorized Official for
the above-referenced project _____

and acknowledge the requirements of the SCRC award as identified above.

Signature of Authorized Official

Date

Printed Name of Authorized Official



SUBJECT: GEORGIA ENVIRONMENTAL FINANCE AUTHORITY GRANT AGREEMENT FOR ALBANY STREET DRAINAGE IMPROVEMENTS

COMMISSION ACTION REQUESTED ON: August 7, 2024

PURPOSE:

Approval of a Clean Water Sewer Overflow and Stormwater Municipal Reuse grant agreement from Georgia Environmental Finance Authority (GEFA) for \$1,653,500

HISTORY:

Albany Street is a major north-south corridor through the City of Brunswick. The section of Albany Street between F and G Streets is a low-lying area of the city. Along with the low topography, the drainage infrastructure in this area is severely undersized. These factors contribute to this area being one of the first areas to flood during rainfall events.

The City's Storm Water Master Plan was completed in February 2020. The plan evaluated several areas of town for storm water deficiencies. After identifying 15 drainage problem areas in the City, the plan prioritized these areas in order of importance for projected improvement. The prioritization was based on several factors including roadway or building flooding issues, undersized or lack of infrastructure, tide control, and maintenance issues. Following the identification and prioritization of the potential projects, the Albany Street project was listed as the #1 project in need of improvement within the City.

FACTS AND ISSUES:

The project design and construction plans have been completed for the Albany Street Drainage Improvement project. A construction contract has been awarded to Woodard Construction Company. The tentative start date for construction is around October 2024.

The project design includes a green infrastructure component to capture and infiltrate stormwater runoff prior to conveyance and discharge to the downstream system. Due to this green infrastructure aspect of the project, the Georgia Environmental Finance Authority has offered funding assistance to the City of Brunswick in the amount of \$1,653,500.

The funding is available through the Clean Water Sewer Overflow and Stormwater Municipal Reuse grant program, also known as the Overflow and Stormwater grant, or OSG). The OSG funds come from the U.S. Environmental Protection Agency and are administered through GEFA. There are no local match requirements for this funding.

BUDGET INFORMATION:

The total amount of this grant funding (\$1,653,500) will be paid toward the Albany Street Drainage Improvement project.

OPTIONS:

1. Authorize the Mayor to sign an agreement with the Georgia Environmental Finance Authority for a Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant in the amount of \$1,653,500
 2. Do not authorize the Mayor to sign an agreement with the Georgia Environmental Finance Authority for a Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant in the amount of \$1,653,500
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an agreement with the Georgia Environmental Finance Authority for a Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant in the amount of \$1,653,500

DEPARTMENT: **Engineering**

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an agreement with the Georgia Environmental Finance Authority for a Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant in the amount of \$1,653,500

Regina M. McDuffie
City Manager

7/29/24
Date

ALBANY STREET DRAINAGE IMPROVEMENTS

Summary of Funding Sources & Uses

FUNDING USES	\$\$ Amount
Construction Contract	3,610,607.00
TOTAL ESTIMATED PROJECT COSTS	\$ 3,610,607.00

FUNDING SOURCES

GEFA Grant Funds	1,653,500.00
SEID Grant Funds	600,000.00
SPLOST 22 - Storm Drainage	1,357,107.00
TOTAL FUNDING SOURCES	\$ 3,610,607.00

**AGREEMENT FOR SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL
CLEAN WATER GRANT PROGRAM
ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BRUNSWICK
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

GRANT AGREEMENT

**AGREEMENT FOR SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL
CLEAN WATER GRANT PROGRAM
BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
AND
CITY OF BRUNSWICK**

THIS AGREEMENT made by and between the Georgia Environmental Finance Authority, hereafter referred to as "GEFA", and **CITY OF BRUNSWICK**, an eligible local government unit, hereafter referred to as "Recipient".

WHEREAS, the state of Georgia is authorized to assist Georgia's municipalities, counties and authorities with loans and grants for construction of environmental facilities projects; and

WHEREAS, said assistance is consistent with the powers and duties of GEFA as specified in O.C.G.A. Section 50-23-5; and

WHEREAS, certain funds are available for the purposes set forth herein; and

WHEREAS, Recipient warrants that it has the authority to expend monies for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. SCOPE OF PROJECT. GEFA agrees to grant, and Recipient accepts, funds to be used by Recipient for the purposes of the project as specified in **Exhibit A (the "Project")**, which is incorporated by reference and made a part of this Agreement. The Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) has completed or will complete all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by Recipient's engineer (the **"Engineer"**). Any changes to the scope of the Project must receive prior approval from GEFA in writing.

2. REPRESENTATIONS. Recipient is a Local Government and hereby represents that:

(a) The Local Government is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Agreement and to perform its obligations there under; and

(b) The execution of this Agreement and the project for which the Grant Award will be made have been duly authorized; and

(c) The representations made in this Agreement and all exhibits hereto, including but not limited to the Application, do not contain any untrue statements and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3. PROJECT BUDGET. Subject to the availability of funds for such purpose, GEFA agrees to grant, and Recipient accepts, the sum of **ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,653,500)** funds to be used by Recipient for the purposes as specified in **Exhibit A**, which is incorporated by reference and made a part of this Agreement. Any changes to the project budget, including amount of funds expended, must receive prior approval from GEFA in writing.

Compensation. The total compensation under this contract shall not exceed **ONE MILLION SIX HUNDRED FIFTY-THREE THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,653,500)**. Said amount shall constitute full and complete compensation for the scope of services as described in **Exhibit A**.

4. METHOD OF PAYMENT. To request payment, Recipient shall submit monthly invoices to GEFA on or before the 10th day of each month for reimbursement of expenses incurred by Recipient during the previous month (hereinafter "Invoice"), for GEFA's review and approval. If approved, GEFA will make payment to Recipient within 30 days of receipt by GEFA of a complete and proper invoice. GEFA will transfer funds to the account designated by Recipient. The payment to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of **Exhibit A** and contemplated by the Plans and Specifications approved by the EPD.

Each invoice shall, at a minimum, contain:

- (1) A requisition for such payment, stating the amount to be disbursed.
- (2) A certificate executed by the Authorized Recipient Representative attached to the requisition and certifying:
 - (A) that an obligation in the stated amount has been incurred by the Recipient and that the same is a cost of the Project and is presently due and payable or has been paid by the Recipient and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;
 - (B) that the Recipient has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Recipient is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Recipient.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the GEFA as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

(3) The accompanying written report with the invoice, must contain:

(A) Type of work being conducted, work status, work progress, difficulties encountered, and preliminary project results.

(B) A comparison of the percentage of the project complete to the project schedule and an explanation of significant discrepancies and any cost overruns.

(C) Description of any key personnel changes

5. AGREEMENT TO ACQUIRE, CONSTRUCT, AND INSTALL THE PROJECT. Recipient covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by Recipient and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. Recipient may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and GEFA. Said written approval of the Engineer and GEFA may not be waived and is a **material** term of this agreement. Recipient agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, Recipient shall commence and complete each activity or event by the deadline stated in the Project Schedule specified in **Exhibit C**.

6. ESTABLISHMENT OF COMPLETION DATE. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to GEFA by a certificate of completion signed by the Authorized Recipient Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of Recipient to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project

shall have been completed. The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

7. COMMITMENT EXPIRATION DATE. Recipient agrees that the grant funds specified herein will expire **JUNE 10, 2025**. All costs not submitted for reimbursement will automatically revert to GEFA.

8. HOLD HARMLESS OBLIGATIONS. To the extent allowable by law, Recipient hereby agrees to the following hold harmless provisions:

(a) Recipient shall hold GEFA, its agents, and employees, harmless from and shall defend it against any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property.

(b) Recipient has submitted an application for the funds herein and expressly acknowledges that GEFA, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to Recipient or others. Recipient agrees to make no claims or demands against GEFA, its agents, or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against Recipient.

9. CONFLICTS OF INTEREST. Recipient hereby attests that all of the officials of Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. Sections 45-10-20 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the terms of this Agreement.

10. LAWS AND ORDINANCES. Recipient will comply with all applicable federal and state laws, and local ordinances, including those that govern the procurement of goods and services.

11. MONITORING AND AUDITS. Upon request, Recipient agrees to provide GEFA or State Auditor with any information GEFA deems necessary to monitor the performance of this agreement, and further agrees that these funds shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all grant funds. Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall preclude Recipient from applying for and receiving any further grants from GEFA.

12. OPEN RECORDS AND OPEN MEETINGS. All documents collected or produced by Recipient for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by Recipient under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may

constitute a criminal act. Recipient shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause. Recipient also certifies that in approving this Agreement, it has complied with the requirements of O.C.G.A. Section 50-14-1 regarding Open Meetings.

13. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS.

Recipient represents that it is familiar with and complies where applicable to the Governor's Executive Orders concerning ethics matters, including the Executive Order dated April 1, 2021, and all previous ethics Executive Orders. In this regard, Recipient certifies that any lobbyist employed or retained by Recipient, or his firm has both registered and made the required disclosures required by the Executive Orders.

14. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Recipient certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in **Exhibit F**, attached hereto and incorporated herein by reference.

15. RECORD RETENTION AND ACCESS. Recipient shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed. GEFA or the State Auditor, through any authorized representative shall have access to and the right to examine all records, books, papers, or documents related to the Agreement.

16. ALL EXHIBITS CONTAINED HEREIN. All exhibits and attachments to this Agreement and the introductory whereas clauses are incorporated herein.

17. ENFORCEABILITY OF PROVISIONS. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. AGREEMENT ALTERATIONS AND AMENDMENTS. Any amendments, to this agreement shall not be binding unless and until said changes are in writing and signed by authorized signors of the respective parties to this agreement.

19. CONSTRUCTION OF AGREEMENT. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of the Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. ALL WRITING CONTAINED HEREIN. This Agreement contains all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.



IN WITNESS WHEREOF, the parties have
_____ day of _____

**DO NOT
DATE THIS
PAGE**

of this

CITY OF _____

BY: _____
Full name and title

(SEAL)

Seal

ATTEST: _____

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

BY: _____
Hunter Hill, Executive Director

(SEAL)

ATTEST: _____

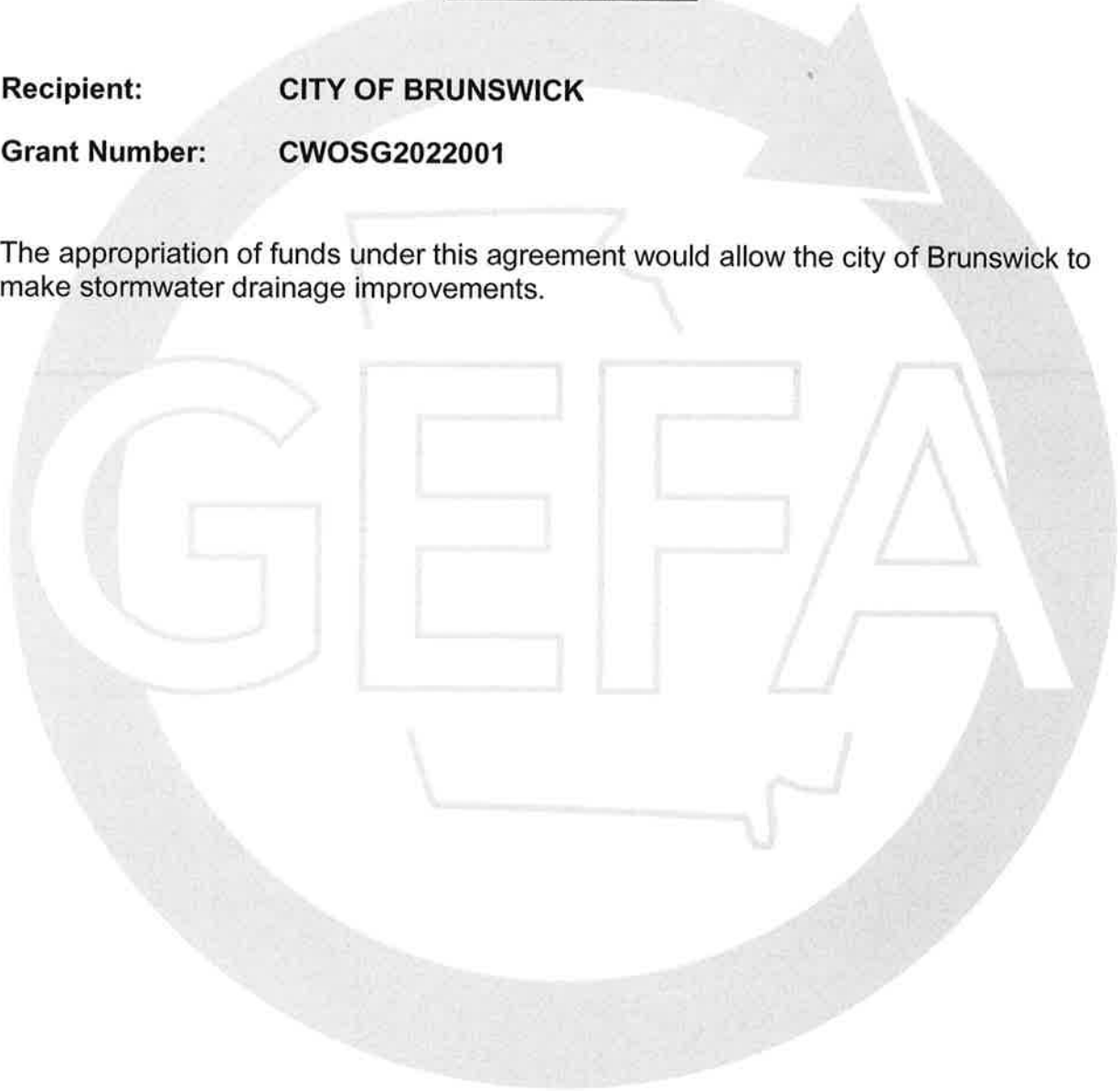
DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

The appropriation of funds under this agreement would allow the city of Brunswick to make stormwater drainage improvements.



DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

ITEM	TOTAL	FY23 CWOSG Grant
Construction	\$1,653,500	\$1,653,500
TOTAL	\$1,653,500	\$1,653,500

This project budget is for the Sewer Overflow and Stormwater Reuse Municipal Clean Water Grant Program funds. In no event shall GEFA be liable for any amount exceeding the grant amount contained in Section 2 of this Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

ACTION	DATE
Plans & Specs Submitted to EPD	DECEMBER 2023
Bid Opening	APRIL 2024
Notice to Proceed	AUGUST 2024
Completion of Construction	MAY 2025

RECIPIENT AFFADAVIT

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

By executing this affidavit, the undersigned Recipient verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation that is engaged in the physical performance of services on behalf of the **Georgia Environmental Finance Authority** has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned Recipient will continue to use the federal work authorization program throughout the contract period and the undersigned Recipient will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Recipient hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (**E-Verify Number**)

Date of Authorization

Name of Recipient

Name of Project

Name of Public Employer

I hereby declare under penalty of ~~perjury~~ that the foregoing is true and correct.

Executed on _____, _____, 20____, in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

Date

**SIGN
HERE**

Date

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. Recipient must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. Recipient must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. Recipient must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. Recipient may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. Recipient must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, Recipient shall provide GEFA with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to Recipient by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by Recipient or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If Recipient wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to GEFA that specific requirements be waived. Based on specific circumstances of the request, GEFA may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. Recipient is required to notify GEFA at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from GEFA may participate.

FEDERAL REQUIREMENTS

Recipient: CITY OF BRUNSWICK

Grant Number: CWOSG2022001

1. Recipient covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. Recipient further covenants that the Project will be constructed in compliance with state of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Clean Water Act. Recipient will comply with all federal and state of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. Recipient covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Grant or any portion thereof. Recipient agrees to submit to GEFA copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of GEFA to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under GEFA. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to GEFA, with copy to Recipient within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. Recipient acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Recipient certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Recipient, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this grant agreement, then Recipient shall fully disclose same to GEFA, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Recipient will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. Recipient will not discriminate against any employee or applicant for employment because of a disability. Recipient will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Recipient understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States (“American Iron and Steel Requirement” – section 608 and/or “Build America Buy America Requirement”) unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement or Build America Buy America Requirement is not applicable to the Project.
11. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which Recipient understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) for the Project. Recipient has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or Recipient has certified that an FSP will be developed and implemented for the portion of the treatment works in Project prior to the final disbursement of funds unless GEFA has otherwise advised the Recipient in writing that the development and implementation of an FSP is not applicable to the Project.
12. Recipient will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or GEFA such as performance indicators of program deliverables, information on costs and project progress. Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the funds in advance and/or other remedial actions.
13. Recipient shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled “American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts.”

14. Recipient will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, Recipients must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Funds recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Recipient who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the grant has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Recipients receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014);
- 1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - 2) Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 3) Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

17. Recipient shall conspicuously display EPA approved signs at construction sites that display the Investing in America emblem and identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by “President Biden’s Inflation Reduction Act”.

a. Language for signs and templates:

1. <https://www.epa.gov/invest/investing-america-signage>
2. <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>

b. Procuring Signs: Consistent with Section 6002 of the Resource Conservation and Recovery Act (RCRA) Executive Order 12873, 42 U.S.C. § 6962, and 2 CFR §200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

18. Pursuant to 2 CFR §200.216, Borrower is prohibited from procuring or obtaining covered telecommunications equipment or services, extending, or renewing a contract to procure or obtain covered telecommunications equipment or service or enter into a contract to procure or obtain covered telecommunications equipment or services as defined in Section 889 of Public Law 115-232.



SUBJECT: GEFA GRANT ADMINISTRATION FOR ALBANY STREET DRAINAGE IMPROVEMENTS – GOODWYN MILLS CAWOOD

COMMISSION ACTION REQUESTED ON: August 7, 2024

PURPOSE:

Approval of an agreement with Goodwyn Mills Cawood (GMC) for grant administration tasks and contract document modifications associated with the GEFA Clean Water Sewer Overflow and Stormwater Municipal Reuse grant for the Albany Street Drainage Improvement project

HISTORY:

As the top priority stormwater improvement project listed in the City’s Stormwater Master Plan, the Albany Street Drainage Improvement project has been designed and set for construction. Goodwyn Mills Cawood (GMC) completed the project design and stormwater modeling, prepared construction drawings and contract documents, and assisted with contract bid and contractor selection.

FACTS AND ISSUES:

Following the project design and near the completion of the contract documents, GMC was able to arrange a connection with Georgia Environmental Protection Division (EPD) and Georgia Environmental Finance Authority (GEFA) for project funding through the Clean Water Sewer Overflow and Stormwater Municipal Reuse Grant Program. The Overflow and Stormwater Grant (OSG) program includes funding from the U.S. Environmental Protection Agency and is administered through GEFA. Following additional conversations with GEFA, the City has been offered a grant of \$1,653,000 toward the Albany Street Drainage Improvement project.

Due to the fact that the grant funding involves additional state and federal agencies (U.S. EPA, Ga EPD, GEFA), there are additional requirements that must be met in the project contract documents and construction administration. The contract documents were modified to include federal Disadvantaged Business Enterprise (DBE) requirements and Davis-Bacon Wage Rate requirements. During construction, additional administrative tasks will be required to monitor wage rates and conduct interviews, provide grant updates and reimbursement applications and review contractor’s pay applications for adherence to federal requirements. GMC has submitted an amendment to the original design agreement to provide these additional services to the City during the construction of the project.

The GMC amendment also includes compensation for modifications required during the design of the project to account for elevation and ground cover issues, as well as resolution of utility conflicts. Preparation of record drawings at the completion of construction is also included in the amendment, as is erosion and sedimentation control inspections.

BUDGET INFORMATION:

The cost of the GMC amendment to the design agreement is \$79,000. This cost will be paid from SPLOST-22 Storm Drainage funds.

OPTIONS:

1. Authorize the Mayor to sign an amendment to the project design agreement with Goodwyn Mills Cawood in the amount of \$79,000 for construction administration services for the Albany Street Drainage Improvement project.
 2. Do not authorize the Mayor to sign an amendment to the project design agreement with Goodwyn Mills Cawood in the amount of \$79,000 for construction administration services for the Albany Street Drainage Improvement project.
 3. Take no action at this time.
-

DEPARTMENT RECOMMENDATION ACTION:

Authorize the Mayor to sign an amendment to the project design agreement with Goodwyn Mills Cawood in the amount of \$79,000 for construction administration services for the Albany Street Drainage Improvement project.

DEPARTMENT: Engineering

Prepared by: Garrow Alberson, P.E., Director of Engineering and Public Works

ADMINISTRATIVE COMMENTS:

ADMINISTRATIVE RECOMMENDATION:

Authorize the Mayor to sign an amendment to the project design agreement with Goodwyn Mills Cawood in the amount of \$79,000 for construction administration services for the Albany Street Drainage Improvement project.

Regina M. McDuffie

City Manager

7/29/24

Date

EXHIBIT A

AUTHORIZATION FOR WORK NO. 02, Amendment #5*

**Amendment #5 items are noted in blue text*

This Amendment includes additional engineering to finalize engineering plans and expanded construction administration services.

Narrative: Based on the Albany Street Drainage Project's final design to include a combination of green and gray infrastructure, GMC facilitated a connection with Georgia Environmental Protection Division (EPD) Grants Unit and Georgia Environmental Finance Authority (GEFA) to pursue eligible funds from the Sewer Overflow and Stormwater Reuse Municipal Grants Program (also known as the Overflow and Stormwater Grant or OSG). The final request was a \$1.65M grant to cover a majority of the estimated construction costs. OSG funds come from the U.S. Environmental Protection Agency and are administered by GEFA, so each agency brings special requirements and coordination than if the project was funded solely through SPLOST. GMC has recently completed assistance to update the engineering plans and contract documents to follow the U.S. EPA and GEFA grant requirements, and supported the City with bid assistance for the project. The additional services requested under this amendment are described in blue in the sections below.

UNDER AGREEMENT DATED: June 20, 2019

The City hereby authorizes Engineer for performance of the following scope of work:

1. WORK TO BE PERFORMED:

Original: Engineering services related to drainage improvements along Albany Street from F to G Streets. Project description and background information from Stormwater Masterplan is included as an attachment to this Work Order.

A portion of our approach will be similar to the Stormwater Masterplan recommendation with the addition of new inlets and larger pipes between F and G Streets to facilitate drainage and improve accessibility for maintenance. There are a few gaps in the GIS information along H Street and unknown drainage infrastructure dimensions, so additional study is needed for this project. There is a small possibility that the project may need to be extended beyond Albany from F to G Streets if the main trunk along H Street does not have the capacity to adequately drain the proposed stormwater infrastructure upgrades.

In reviewing the 1-foot contour data from Glynn County, the block from F to G Streets is in a "bowl," and based on your comment that "this is one of the first areas to flood during a rainfall event," we feel that it would be beneficial to add green infrastructure practices to intercept and infiltrate stormwater runoff from the frequent, high-intensity events that regularly cause flooding at this location. The exact type of green infrastructure techniques will be dependent upon the depth to water table, underlying soil permeability, and location of utilities. These factors will be determined through a field survey and hand auger soil borings.

One potential green infrastructure technique for this site is an infiltration trench in the median greenspace between the travel lanes and extending it within the space between the oak trees as to not disturb their roots. An infiltration trench is filled with uniformly-sized aggregate (e.g., gravel) to provide storage and potential for infiltration. In some instances, subsurface storage can be enhanced with an infiltration chamber, which is a modular unit that resembles an HDPE pipe cut in half to maintain a low profile, which is important in areas where water tables are shallow. Since surface slopes are currently graded towards the curb-and-gutter along the sidewalks, runoff could be directed to these subsurface storage systems via the two pipes that drain the inlets on the eastern side of the road and conveys flow to the inlets and main pipe on the western side of the road. Both of these lateral crossings are in an area that would not disturb tree roots. If this location is not suitable due to utilities or other circumstances, we will also investigate placement in the ROW, adjacent to the road. The addition of on-site stormwater storage and infiltration will provide relief on the receiving stormwater infrastructure that may also be undersized. This could reduce the urgency to also upsize the pipes from G to H Streets along Albany Street and along H Street from Albany to Norwich Streets.

Amendment #1:

Upon further investigation, including field assessment, topographic survey, survey of stormwater infrastructure, and preliminary modeling of stormwater flows, the outlet pipe invert at Albany and H Streets is too high to install the pipes any deeper than they currently are, and there is not sufficient depth (or soil cover) at F Street to increase the pipe diameter from the current 12-inch diameter pipes. Since the elevations and depths will not allow sufficient drainage to reach the target of a 25-year event, we investigated other alternatives to meet this design objective. One being to route a portion of stormwater east on G Street towards Stonewall Street, where there is a 30" diameter pipe that is about 8 feet deep, while keeping some of the flow towards H Street, where there seems to be sufficient capacity in the arch pipe along that road. The addition of G Street from Albany Street to Stonewall Street is approximately 800 LF. The original segment from F to H Street is approximately 1,000 LF, while the main portion of the project, with most of the improvements, is 500 LF from F to G Streets. The survey requirements for this segment covers an area that is approximately 1.6 times longer than the primary portion in the original scope. It also includes the complex intersection at MLK Jr. Drive for survey and utility locates, and additional stormwater structures needing pipe invert elevations for H&H model development, both south towards Gloucester and north towards I Street.

Amendment #2:

The changes that are described above for Amendment #1, addition of G Street to the project, doubles the area needed for H&H modeling and associated preliminary and final design plan sheets. There was a slight increase in time for Task #3 and fee increase in Tasks #3 to #5 due to the increase in project area.

Amendment #3:

- *Previous Work:* The H&H model was updated through Amendment #2 to include flow routed down G Street, and it allowed for passage of a larger design event, but it still was not reaching the City's target of the 25-year storm due to low elevations at Albany/F Street intersection.

- *Proposed Design Approach:* In exploring additional possibilities to reach the City’s design storm target and reduce flooding at the Albany/F Street intersection, a simplified scenario was modeled where the raised median was converted into a depressed bioswale where the channel would be used for storage, infiltration, and conveyance. Based on initial results, this scenario allows considerably more flow through the system and it was more effective (passed a larger design storm) than solely upsizing pipes along G Street and Albany Street combined. GMC also conducted a preliminary assessment of the soils up to 4 feet deep using a hand auger, and it showed sandy and dry soils. Therefore, the swale option seems suitable in this area, but additional testing is needed to fully design bioswale depth.
 - The proposed design will be a combination green/gray infrastructure solution, so the project could be eligible for grant funding from sources that target water quality or resiliency topics.
- *Geotech:* Due to the substantial grading of the F to G Street block of Albany Street, geotechnical services are required to determine pavement/subbase thickness (via pavement cores) and strength (via dynamic cone penetrometer) at four locations. Additionally, the geotechnical consultant will hand auger two locations, up to 8 feet deep, to determine soil profile and groundwater depth, as well as test infiltration rate at one location to aid in the design of the bioswale.
- *H&H Modeling and Design:* The proposed drainage solution for Albany Street is outside of the original approach in the Stormwater Masterplan where pipes were simply upsized and inlets were added. As a result, the model that was developed for that scenario will need to be adjusted and modified. The simplified scenario showed that the 25-year storm can be passed through a combination of bioswale along the F-G Street block of Albany Street and routing flow north to H Street and east down G Street, but GMC is proposing to model multiple scenarios to determine the most cost-effective approach (e.g., single vs. double pipes along either route, and pipe size) to divide flow to the north and east.
- *Fee, General:* Based on the changes that are described above for Amendment #3, a fee was added to Task #2 for geotechnical testing, and the fee was increased for Task #3 & #4 for the additional H&H modeling and bioswale design that will accompany this task.

Amendment #4

Following the review meeting to discuss the 30% plan submittal, the City requested to add repaving throughout the whole project area, except the G Street crossing at MLK Jr. Drive. It was also discussed to add topographic survey and utility locates for Albany Street from G to H Streets, add ADA-compliant pedestrian crossings, and add sidewalk upgrades along Albany Street from F to G Streets (on the western side of the street). With the additional survey, the engineering plans need to be revised to incorporate the field survey. Additionally, the disturbed area now exceeds 1.0 acres, so GMC will need to coordinate Land Disturbing Activity (LDA) Permit submission and approval through Georgia EPD. Due to the complexity of this project and additional iterations to determine the most effective way to provide adequate drainage in this project area, time for additional H&H model scenarios was added, including new stormwater inlets along Albany Street from G to H Streets.

Amendment #5: The services provided under this amendment are detailed below.

1. Construction Administration:

Once the project has been approved by the City, GMC can offer a full suite of construction phase services, including site inspections; review and respond to RFIs and shop drawings; review and process pay applications and change orders; inspect E&S BMPs and track NPDES monitoring submissions by the contractor; and create a set of record drawings. For purposes of this proposal, we estimated that the construction timeline will be 270 calendar days. Also, if the City is interested in handling some or a portion of these items in-house, we provided an hourly, NTE, value for each phase, so we will only bill based on hours spent. The total value of the budget limit is \$59,500, which is 3.0% of the estimated construction cost (\$2.0M). Typically, construction administration for roadway/ drainage projects similar to this is approximately 3% of the construction cost.

2. Additional Engineering:

The Albany Street Drainage Project has had numerous complications in comparison with the original conceptual plan for this project from the City's Stormwater Master Plan due to pipe slopes, available cover, and utility conflicts. GMC requests \$19,500 to mitigate for unforeseen costs.

The overall construction cost estimate for this project was \$2,000,000, and from the existing contract, the design fee was \$125,080, which included \$20,630 for survey services, \$3,500 for geotechnical services, \$93,450 for engineering design and technical specifications/contract document preparation, and \$7,500 for bid assistance. This fee is 6.3% of the construction cost, which is lower than the industry standard of 7-9% for a project of this size. Additionally, this project required a more complex H&H model than typical drainage projects as well as multiple iterations. As a result, GMC has incurred costs beyond the billing for this project, totaling \$19,500. If this is added to the contract to reach a breakeven point, the design fee percentage would then be 7.2%. GMC's actual costs are within the typical industry standard, and on the lower end of the range presented above.

2. DATES OF SERVICE:

The dates of service will be dependent on the construction bid and award. As soon as the grant is officially approved and signed, GMC will begin support for construction administration assistance, and it will continue throughout the duration of the construction project, based on the City's need. The budget provided is based on a 270-day construction schedule, as outlined in the bid forms.

3. COMPENSATION AND PAYMENT:

The previous charges submitted to the City under this contract for preliminary assessment, three approved phases of topographic survey, geotechnical survey, H&H modeling, conceptual plans and final plans has been \$125,080. While there were some funds listed in the original scope for limited construction administration, the City requested GMC to provide a full suite of comprehensive services to support the grant reporting. The costs for this amendment are outlined in the table below:

Task	Value	Type
1. Construction Administration <i>Detailed by parts in bulleted list below</i>	\$59,500	Record Drawings are Lump Sum and remainder is Hourly, as needed
2. Additional Engineering	\$19,500	Lump Sum
Grand Total	\$79,000	

- **Construction Administration: \$59,500**

Cost is based on 270-day construction schedule, so items that would increase with a longer duration are noted with an asterisk (). Each service is detailed below if the City would prefer to do all or a portion of any of the following in-house.*

- Const. Admin (review of shop drawings and RFIs, substantial completion and project closeout)
 - \$11,250 (hourly)
- *Const. Admin (regular site inspections (4 hours per week); Davis-Bacon interviews)
 - \$26,500 (hourly)
- *Const. Admin (review of pay application (9) and change orders (1); complete site inspection concurrently)
 - \$10,500 (hourly)
- *NPDES Monitoring Oversight (review E&S BMPs and track/review contractor submissions for NPDES Monitoring)
 - \$5,000 (hourly)
- Record Drawings (drainage structures and roadway elevations)
 - \$6,250 (lump sum)

4. PROJECT MANAGER FOR ENGINEER IS:

Robert Brown, P.E., Ph.D.

5. SPECIAL TERMS:

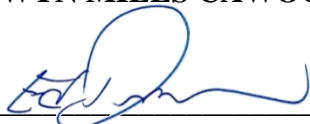
None

ACCEPTED:

CITY OF BRUNSWICK

GOODWYN MILLS CAWOOD, LLC

BY: _____

BY:  _____

NAME: _____

NAME: Ed DiTommaso, AICP, GISP

TITLE: _____

TITLE: VP, Environmental Department

DATE: _____

DATE: June 17, 2024



SUBJECT: Enterprise Zone Incentive for 1420 Newcastle Street

COMMISSION AGENDA: August 7, 2024 Consent Agenda

PURPOSE: Consider approval of Enterprise Zone Incentives in the *CBD Enterprise Zone* for 1420 Newcastle Street.

HISTORY: The Commission approved Enterprise Zones in the City of Brunswick on November 19, 2014. Enterprise Zones were established under the “Enterprise Zone Employment Act of 1997” for the State of Georgia. This legislation allowed municipalities to name certain areas as “Enterprise Zones” and permit incentives for economic development in those zones. Enterprise Zones help create the proper economic and social environment to induce the investment of private resources in productive business enterprises and service enterprises.

FACTS AND ISSUES: Avalon Properties has submitted an Enterprise Zone application for the building rehabilitation project located at 1420 Newcastle Street. This location is in the CBD Enterprise Zone. The owners are requesting the following incentives for the new businesses & rehabilitation:

2. Abate Business License Administration Fees for the first year.
3. Abate Sign permit fees.
4. Abate City Property Taxes

BUDGET INFORMATION: Fees are waived for the first year of operation. These fees for this applicant total approximately \$2,395.00. City Property Tax abatement is for up to 10 years at the discretion of the City Commission. The 10-year Property Tax abatement is estimated to start at \$1,480.53 annually or \$10,215.64 over 10 years.

OPTIONS: 1. Approve the Incentives as presented. 2. Approve an edited schedule of incentives. 3. Do not recommend the incentives.

DEPARTMENT RECOMMENDATION ACTION: The Enterprise Zone application has been reviewed by the Planning, Development & Codes, Engineering and Finance departments. All departments recommend approval of the incentives. The Downtown Development Authority Board of Directors reviewed the application at their June 24th meeting and recommended the incentives as applied for. The Finance Committee reviewed the application at their July 23rd meeting.

DEPARTMENT:

Prepared by: Mathew Hill, DDA;

ADMINISTRATION

Approved by: Regina McDuffie, City

Manager; Date: 7/29/24



CITY OF BRUNSWICK

ENTERPRISE ZONE APPLICATION

1. GENERAL INFORMATION		
Project Name: 1420 Newcastle		
Project Physical Address: 1420 Newcastle St.		Parcel I.D.#:
City: Brunswick	State: GA	Zip: 31520
Proposed Type of Business/Service Enterprise:		
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Processing <input type="checkbox"/> Telecommunications <input type="checkbox"/> Tourism <input type="checkbox"/> Research & Development <input type="checkbox"/> Finance <input type="checkbox"/> Insurance <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Retail <input type="checkbox"/> Other (SIC Code): _____		
Local Benefit Type:		
<input checked="" type="checkbox"/> Capital Investment/Reinvestment <input type="checkbox"/> Locate in a vacant or historic building <input type="checkbox"/> Demolish an obsolete/abandoned/ deteriorating structure <input type="checkbox"/> Enhance Area (landscape/facade improvements, or remove billboards) <input type="checkbox"/> Assemblage of multiple tracts		
Applicant Organization/Agency: Avalon Properties Group		
Federal Tax ID Number: 26-4777080		SIC Code:
Type of Organization:		
<input checked="" type="checkbox"/> S-Corporation <input type="checkbox"/> C-Corporation <input type="checkbox"/> LLC <input type="checkbox"/> other: _____		
Public Corporation:		
<input type="checkbox"/> Yes: incorporated or formed (year): _____ <input checked="" type="checkbox"/> No		
Primary Product or Service: Real Estate- Residential and Commercial		

2. Contact Information		
Primary Business Representative: Thomas (Tom) E. McBride		
Title: Owner		Phone:
Fax:		Email:
Mailing Address: 3410 cypress Mill Rd, Suite 100		
City: Brunswick	State: GA	Zip: 31520
Local Contact Person: Same		
Title:		Phone:
Fax:		Email:
Mailing Address:		
City:	State:	Zip:

3. Project Description

Provide a description of the company's plans, including projected capital investment of the business in the zone for a 10-year project designation period (expansion, consolidation, relocation, etc.

Renovate / restore commercial office in the heart of Brunswicks Historic District. The building has suffered from neglect. It needs a new roof, new A/C's, interior needs to be demod and rebuilt. It will be a real estate office and company headquarters. The company is in a growth mode and expects to add office personnel and sales representatives.

4. Project Capital Investment:

(To be made in the Enterprise Zone over a 10-year period)

Land:	\$
Buildings:	\$ 200,000.00
Manufacturing Machinery:	\$
Other Machinery and Equipment:	\$
Other:	\$
Total:	\$ 200,000.00

5. Business Description

Provide an introduction, history, and description of the qualified business, its products, services, total sales, number of employees, locations (international, national, and in Georgia), description of primary materials purchased, product transportation, etc.

Avalon Properties Group is a locally owned and operated full service real estate brokerage. Currently employs 11 people.

6. Local Significance

Explain specifically how the project will benefit Brunswick residents and attach any additional information

Avalon Properties Group is focused on helping local residents purchase their first home, investors acquire residential & commercial property, help homeowners and business owners divest their real estate.

7. Job Creation (Required for City Property Tax Abatement)

(Projected for 10-year Tax Abatement Period)

The City Commission will determine the Tax Abatement Schedule, if any.

The business making the investment and paying taxes must also create the jobs and be the project designee. In order to be eligible for incentives, eligible businesses must:

** Increase employment by five or more new full-time jobs;*

** Maintain the jobs for the duration of the tax exemption period;*

** Whenever possible, at least 10% of the new employees filling the jobs that satisfy the job creation requirement should be low or moderate income individuals.*

Note: *Leased, contract, temporary, and construction employees do not qualify as new employees.*

Number of New Full-Time Jobs to be Created (5 Minimum): 26

Number of Low/Moderate Income People Hired (10%): 3

A Low/Moderate Income Individual is Defined in (A-H), In Which Category(ies) Your New Employees Qualify? (Select all that apply):

- (A) Unemployed or unemployed for three of the six months prior to the date of hire;
- (B) Homeless;
- (C) A resident of public housing;
- (D) Receiving temporary assistance for needy families or who has received temporary assistance for needy families at any time during the 18 months previous to the date of hire;
- (E) A participant in the Workforce Investment Act or who has participated in the Workforce Investment Act at any time during the 18 months previous to the date of hire;
- (F) A participant in a job opportunity where basic skills are required or who has participated in such a job opportunity at any time during the 18 months previous to the date of hire;
- (G) Receiving supplemental social security income; or
- (H) Receiving food stamps.

Number of Local Residents Hired: 26

Estimated Amount of Payroll for YR 2028 : \$900,000

8. New Jobs Breakdown (4 YR Period Example)

Job Title	Annual Salary or Hourly Rate	Total Jobs Year 1	Total Jobs Year 2	Total Jobs Year 3	Total Jobs Year 4
1 Real Estate	35,000	6	6	6	6
2 Sales Consultant	19,000			1	
3 Assoc. Broker	50,000				1
4					
5					
6					
7					
8					
Annual Grand Total		6	6	7	7

9. Financing Plan

Describe or attach the project financing plan. Submit supporting documentation if applicable (i.e. bank commitment letters, balance sheets, and profit and loss statements).

Prime South, a local bank, will be doing the renovation financing. Joe Riccio is the contact. ELM Construction will be doing the renovation (bid attached)

10. Additional Incentives Requested

Other incentives that may be granted will be negotiated on a case-by-case basis by the City Commission and could include exemption from any or all of the following:

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Building Permit fees | <input checked="" type="checkbox"/> Sign Permit fees | <input type="checkbox"/> Business License Admin fees |
| <input checked="" type="checkbox"/> Occupation taxes | <input type="checkbox"/> Rezoning fees | <input checked="" type="checkbox"/> Engineering fees |

11. Project Timeline

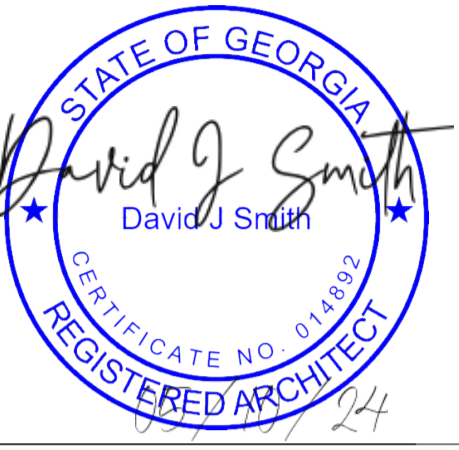
Construction Start Date:	May, 2024
Construction Completion Date:	August, 2024
Operation Start Date:	August, 2024
Date Begin Hiring New Employees:	August, 2024
Date Purchase of Machinery/Equipment:	August, 2024
Date Other Improvements like Landscaping or Façade Material will be Incorporated:	July, 2024
Tax Abatement Start Date (NLT Completion). Attach Plat with Identified Phases (if applicable):	Nov. 2024

12. Application Checklist			
	Complete	Incomplete	If Complete, Initial and Attach
Completed Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Financial Supporting documentation (if applicable), for example bank commitment letters, appraisal report, profit & loss statement.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bank review in process
Three years of financials must include income statements/balance sheets.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Copy of the Brunswick Business License or application and Evidence of property access, i.e., copy of warranty deed or executed lease agreement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Deed attached
Site Plan Drawing. Include Proposed Landscaping Areas, if needed.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plans included
Project Timeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	in application

13. Approval Process	
Once the application is received, it will be reviewed for completeness. Complete applications follow two approval paths detailed below:	
Project in the DDA District	Project outside the DDA District
DDA staff reviews application for completeness	Economic Development staff reviews application for completeness.
DDA Board of Directors reviews application and makes recommendation (board may recommend full or partial incentive award) DDA board meets the second Thursday of the month.	Finance Committee reviews application and makes recommendation (committee may recommend full or partial incentive award) Finance Committee meets the last Monday of the month
Finance Committee reviews application and makes recommendation (committee may recommend full or partial incentive award) Finance Committee meets the last Monday of the month	City Commission reviews application and awards incentives. The commission may make changes to any recommended award schedule. City Commission meets the first & third Wednesday of the month.
City Commission reviews application and awards incentives. The commission may make changes to any recommended award schedule. City Commission meets the first & third Wednesday of the month.	



Brunswick Finance - 1420 Newcastle, will be Avalon Properties Group Office
Blue Cottage - 1422 Newcastle, will be retail store with tenant



**McBride
1420 Newcastle Street,
Brunswick, GA 31520**

COMMERCIAL PROJECT

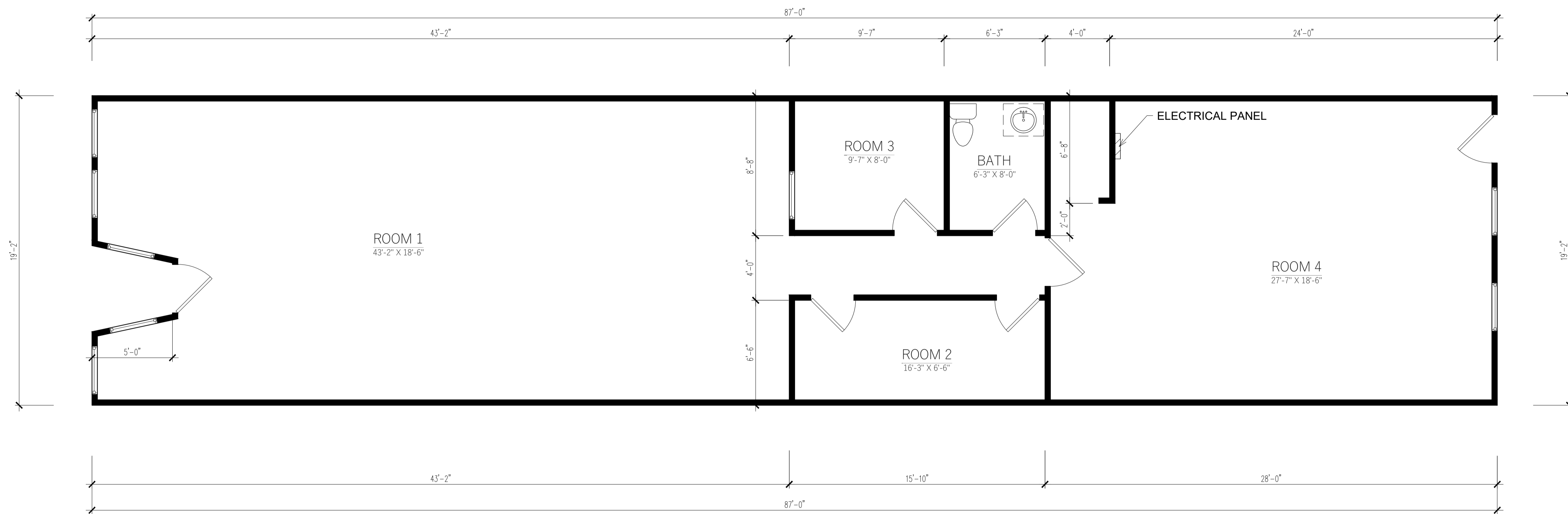
DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY
ALL EXISTING CONDITIONS AND
DIMENSIONS—NOTIFY ARCHITECT
OF ANY DISCREPANCIES PRIOR
TO BEGINNING CONSTRUCTION

1/4"=1'-0"

FLOORPLAN

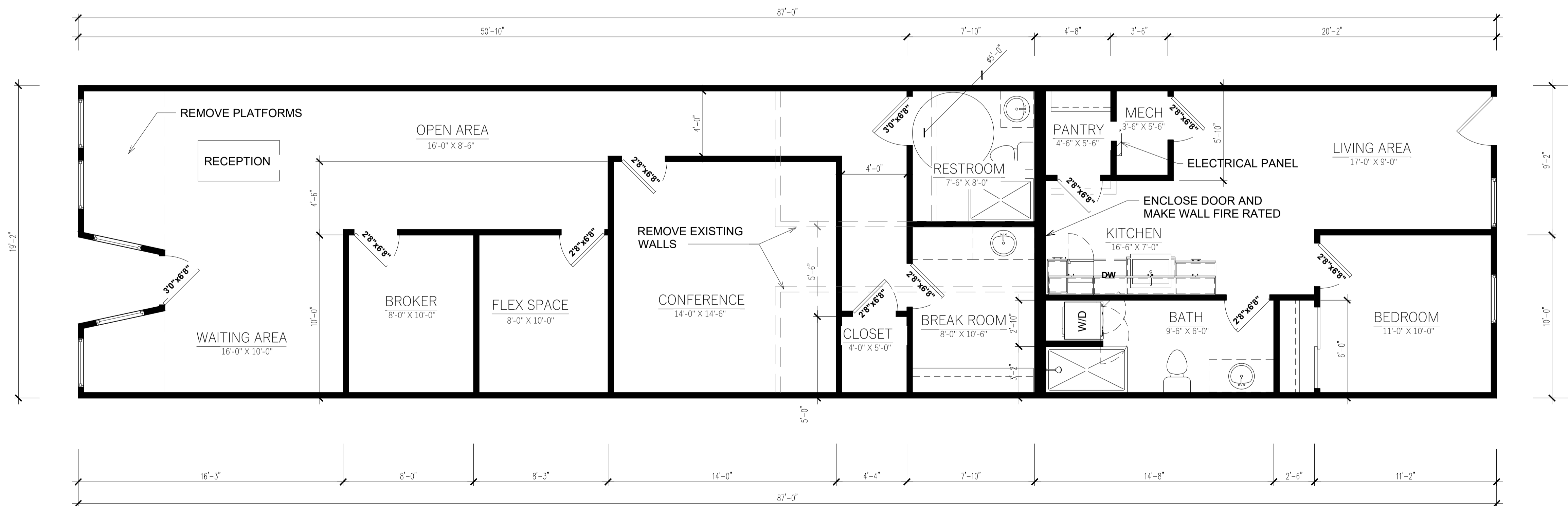
05-07-24

A2



EXISTING FLOORPLAN

1/4"=1'-0"



PROPOSED FLOORPLAN

1/4"=1'-0"

ELM Solutions, Inc.
 1609 Norwich St
 Brunswick, GA 31520 US
 e1mobley@hotmail.com

Estimate



ADDRESS
 Tom McBride
 1420 Newcastle Street
 Brunswick, GA 31520

SHIP TO
 Tom McBride
 1420 Newcastle Street
 Brunswick, GA 31520

ESTIMATE #	DATE	EXPIRATION DATE
1269	04/24/2024	05/02/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Services 1. Purchase (3) white vinyl glass double insulated windows with grids in same pattern as original.	1	2,466.00	2,466.00
	Services 2. Install (3) new windows.	1	1,400.00	1,400.00
	Services 3. Purchase LVP for apartment. 542 SQ. FT.	1	2,168.00	2,168.00
	Services 4. Install LVP flooring.	1	2,100.00	2,100.00
	Services 5. Purchase (4) piece shower/sliding doors.	1	1,800.00	1,800.00
	Services 6. Install shower unit.	1	900.00	900.00
	A/C PACKAGE SYSTEMS OPTION 2			
	Services Installation of (1) 3 Ton 15 SEER-2 Carrier heat pump condensing unit, (1) 3 Ton 15 SEER-2 Carrier air handling unit with 10 kw electric heat, emergency drain pan, EZ Trap, AG1100 condensate float switches, condenser pad with 6" risers, (1) Ecobee 3 Wi-Fi smart thermostat, and new spiral ductwork.			
	Services Labor warranty of 1 year. Parts warranty of 1 year. Compressor warranty of 5 years.	1	23,884.00	23,884.00
	Services 7. Demo drop ceiling and interior walls in preparation for build out.	1	2,100.00	2,100.00
	Services 8. Framing material cost.	1	4,500.00	4,500.00
	Services 9. Frame interior walls from floor to new ceiling approximately 9 1/2'.	1	7,500.00	7,500.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Services 10. Purchase 1/2" drywall for interior walls and ceiling.	1	3,000.00	3,000.00
	Services 11. Remove non useable electrical and rough in new build out. Does not include lights.	1	5,400.00	5,400.00
	Services 12. Material cost for interior trim including hollow core split jam doors, 3" base and door casing.	1	4,400.00	4,400.00
	Services 13. Labor to install trim and interior doors.	1	4,000.00	4,000.00
	PLUMBING			
	Services 14. ~ Create new water service from meter to all fixtures including water heater. ~ Rough in water and waste plumbing for two (2) lavatory sinks. ~ Rough in of water and waste for one (1) break room sink. ~ Rough in water and waste for one (1) Kitchen sink with water service for dishwasher. with Air Admittance Valve. ~ Rough in of water and waste for two (2) toilets. ~ Purchase and installation of two (2) Moen shower valves. ~ Purchase and installation of two (2) Delta Foundation comfort height elongated toilets. ~ Purchase and installation of single bowl kitchen sink with Stainless steel finish and pull down sprayer. ~ Purchase and installation of three (3) drop in sinks for bathrooms and breakroom including purchase of Delta chrome single handle faucets. ~ Top out of job to create drains, water supply lines and venting. ~ Install code required clean out on sidewalk which will take approximately 6 foot of digging down to make connection. ~ Purchase and installation of 50 gallon electric water heater with circulating system. ~ Trim out of residence to include setting fixtures including purchase of braided supply lines, angle stops, p-traps, escutcheons, etc. **NOTE: PLUMBER NOT RESPONSIBLE FOR REMOVAL OF FLOORING FOR ABOVE WORK TO BE PERFORMED.	1	16,880.00	16,880.00

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Services 15. Purchase (2) glass panels for office walls. 96" x 84" Sitrine Wood fixed Auralast pine, double hung product. ~ Purchase (3) Sitrine Double Hung product, Sash Back Wood Fixed Auralast Pine. 31-3/8" x 84"	1	11,811.83	11,811.83
	Services 16. Install and trim out glass panels.	1	3,500.00	3,500.00
	Services 17. Purchase ~ Two (2) Interior Pine Unit Single 28 68 1-3/8 Pine 1Lt Interior Right Hand Single Bore. 4-9/16" Primed Flat Jamb. 876 Primed Stop SN Hinge. ~ Two (2) Interior Pine Unit Single 28 68 1-3/8 Pine 1Lt Interior Left Hand Single Bore. 4-9/16" Primed Flat Jamb. 876 Primed Stop SN Hinge. ~ Four (4) Interior Molded SC Unit Single 28 68 1-3/8 SC Smooth 2 PNL Flat PNL Left Hand Single Bore. 4-9/16" Primed Flat Jamb. 876 Primed Stop SN Hinge. ~One (1) Interior Molded SC Unit Single 30 68 1-3/8" SC Smooth 2 PNL Flat PNL Right Hand Single Bore. 4-9/16" Primed Flat Jamb. 876 Primed Stop SN Hinge. ~One (1) Interior Molded SC Unit Single 28 68 1-3/8" SC Smooth 2 PNL Flat PNL Right Hand Single Bore. 4-9/16" Primed Flat Jamb. 876 Primed Stop SN Hinge. ~One (1) Pine Door Unit Single 28 68 1-3/8" Pine Plantation Louver/Louver Left Hand, Blind to Hinge Side, Single Bore, 4-9/16" Primed Flat Jamb, 876 Primed SN Hinge.	1	3,511.00	3,511.00
	Services 18. Installation of (11) doors @ \$250.00 per door.	1	2,750.00	2,750.00
	Services 19. Trim package includes baseboards, window trim. Material included.	1	3,200.00	3,200.00
	Services 20. Paint all Interior.	1	6,900.00	6,900.00
	Services 21. Repairs to floor in back apartment, before new flooring can be installed. After further inspection there is a little more damage that will need to be addressed.	1	1,050.00	1,050.00

DATE		DESCRIPTION	QTY	RATE	AMOUNT
	Services	22. Sand, repair and finish hardwood floors with (3) coat of satin Polyurethane.	1	8,450.00	8,450.00
	Services	23. Exterior door for apartment.	1	1,300.00	1,300.00
	Services	24. Note: Don't have anything for vanities, brake room, cabinets/counter tops or apartment cabinets/counter tops. Allowance	1	5,000.00	5,000.00
	Services	25. Permits	1	2,000.00	2,000.00
	Services	26. Disposal	1	820.00	820.00
		TOTAL			\$132,790.83

Accepted By



Accepted Date

5/7/24

ELM Solutions, Inc.
 1609 Norwich St
 Brunswick, GA 31520 US
 e1moblely@hotmail.com

Estimate

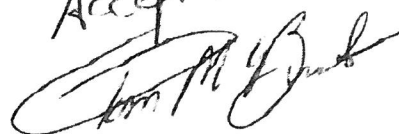


ADDRESS
 Tom McBride
 1420 Newcastle Street
 Brunswick, GA 31520

SHIP TO
 Tom McBride
 1420 Newcastle Street
 Brunswick, GA 31520

ESTIMATE #	DATE	EXPIRATION DATE
1276	05/06/2024	05/13/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	A/C UNIT ANNEX			
	Services Installation of (1) 2.5 Ton 15 SEER-2 Carrier heat pump condensing unit. (2.5 Ton 15 SEER-2 Carrier air handling unit with 10kw electric heat, emergency drain pan, EZ Trap, AG1100 condensate float switched, condenser pad with 6" risers, (1) Ecobee 3 Wi-Fi smart thermostat, and any ductwork modifications needed for proper installation.			
	Services Labor warranty on the equipment is 3 years through Green's HVAC Doctor. Manufacture parts warranty on the equipment is 1 year parts, 5 on compressor. Manufacture parts warranty on the thermostat is 5 years.	1	8,785.00	8,785.00
	Services NOTE: A 5-year Labor Warranty is available for and additional \$860.00 A 10-year Labor Warranty is available for and additional \$1350.00			
	TOTAL			\$8,785.00

Accepted

 5/7/24

ELM Solutions, Inc.
1609 Norwich St
Brunswick, GA 31520 US
e1mbley@hotmail.com

Estimate



ADDRESS
Tom McBride
1420 Newcastle Street
Brunswick, GA 31520

SHIP TO
Tom McBride
1420 Newcastle Street
Brunswick, GA 31520

ESTIMATE # DATE EXPIRATION DATE
1270 04/25/2024 05/02/2024

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	FACADE FRONT AND BACK OF BUILDING			
Services	1. FRONT ~ Scrape metal columns, repair cracks. ~ Repaint all areas with Sherwin Williams Paints. NOTE INCLUDES PRESSURE WASHING.	1	2,900.00	2,900.00
Services	2. BACK ~ Scrape and repair cracks. ~ Repaint with Sherwin Williams Paints.	1	2,000.00	2,000.00
	TOTAL			\$4,900.00

Accepted By

Tom McBride 5/7/24

Accepted Date

JCB Roofing II Inc.
 31 Fort Argyle Lane
 Savannah, GA 31419
 Phone: (912) 920-4364
 www.jcb-roofing.com



PROPOSAL SUBMITTED TO			PHONE	DATE
Tom McBride			(912) 222-4403	03/04/2024
ADDRESS			JOB NAME	
1420 Newcastle Street			2402-5368970-01	
CITY	STATE	ZIP	JOB LOCATION	
Brunswick	Georgia	31520	1420 Newcastle Street	

JCB Roofing proposes to do the following work:

Exterior Work

VERSICO 60 MIL TPO ROOFING SYSTEM:

- To provide all permits needed to complete the roofing project.
- To provide protection at all exterior structures during roof project.
- To remove existing roofing membrane as needed and properly dispose of in dumpster provided by JCB Roofing.
- To replace damaged roof decking as needed with material to match existing up to 3 sheets per building. (\$100.00 per sheet after 3 if needed. Will take pictures)
- To furnish and install 1/2 recovery board over original roofing membrane mechanically fastened per manufactures written specifications. (if specified by manufacture)
- To furnish and install Versico 60 MIL TPO roofing system mechanically fastened per manufactures written specifications.
- To furnish and install new commercial gutter and downspouts on back of building.
- To fabricate and install all flashing's, terminations, pipe boots, drains/scuppers, and all other roofing accessories needed to complete a manufactures warranted roofing system.
- There is a 1- 3% service charge to run a credit card.
- Provide Versico 20yr material warranty & JCB Roofing 5yr workmanship warranty.

We propose hereby to finish material and labour complete in accordance with above specification for the sum of:

TOTAL FOR VERSICO 60 MIL TPO ROOFING SYSTEM. \$25,500.00

BALANCE DUE UPON COMPLETION OF WORK

A charge of 2% per month(24% per annum) will be made on past due balance -- \$5.00 minimum service charge

All material is guaranteed to be as specified. All work to be Signature :

completed in a workman like manner according to standard practices A five year workmanship warranty is provided. Any unsound decking will be replaced at additional charge. Any alteration or deviation from above specifications will become an additional charge over and above the estimate All agreements contingent upon strikes, accidents, or delays beyond our control. There is 2% convenience fee to run a credit card

Trey Griner

03/04/2024

Note: This proposal may be withdrawn if not accepted within _____ days.

Acceptance of Proposal -- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Both parties agree

Authorized Signature

Tom McBride 5/7/24



SUBJECT: Enterprise Zone Incentive for 1617 Norwich Street

COMMISSION AGENDA: August 7, 2024 Consent Agenda

PURPOSE: Consider approval of Enterprise Zone Incentives in the *Norwich Enterprise Zone* for 1617 Norwich Street.

HISTORY: The Commission approved Enterprise Zones in the City of Brunswick on November 19, 2014. Enterprise Zones were established under the “Enterprise Zone Employment Act of 1997” for the State of Georgia. This legislation allowed municipalities to name certain areas as “Enterprise Zones” and permit incentives for economic development in those zones. Enterprise Zones help create the proper economic and social environment to induce the investment of private resources in productive business enterprises and service enterprises.

FACTS AND ISSUES: La Playa, LLC has submitted an Enterprise Zone application for the building rehabilitation project located at 1617 Norwich Street. This location is in the Norwich Enterprise Zone. The owners are requesting the following incentives for the new businesses & rehabilitation:

2. Abate Business License Administration Fees for the first year.
3. Abate Sign permit fees.
4. Abate City Property Taxes

BUDGET INFORMATION: Fees are waived for the first year of operation. These fees for this applicant total approximately \$2,395.00. City Property Tax abatement is for up to 10 years at the discretion of the City Commission. The 10-year Property Tax abatement is estimated to start at \$2,165.80 annually or \$14,944.03 over 10 years.

OPTIONS: 1. Approve the Incentives as presented. 2. Approve an edited schedule of incentives. 3. Do not recommend the incentives.

DEPARTMENT RECOMMENDATION ACTION: The Enterprise Zone application has been reviewed by the Planning, Development & Codes, Engineering and Finance departments. All departments recommend approval of the incentives. The Downtown Development Authority Board of Directors reviewed the application at their June 24th meeting and recommended the incentives as applied for. The Finance Committee reviewed the application at their July 23rd meeting.

DEPARTMENT:

Prepared by: Mathew Hill, DDA;

ADMINISTRATION

Approved by: Regina McDuffie, City

Regina M. McDuffie

Manager; Date: 7/31/24

Fee	Standard Amount				
Occupation Taxes	\$ 90.00				
Building Permit Fees	\$ 1,200.00				
Sign Permit Fees	\$ 35.00				
Business License Admin	\$ 45.00				
Planning Dept. Fees	\$ 200.00				
Fire Dept. Plan Review Fees	\$ 750.00				
Other FD Fees	\$ 75.00				
Total Fees	\$ 2,395.00				
Property tax abatement				Current value	\$ 109,600.00
Values are based on estimated				New value (est)	\$ 409,600.00
construction cost & reassessment value				New Assd (est)	\$ 163,840.00
	Current City Tax	\$ 579.52		City tax (est)	\$ 2,165.80
		Full benefit		savings	
Year		abated	Standard	full benefit	
1 - 100%		\$ -	\$ 2,165.80	\$ 2,165.80	
2 - 100%		\$ -	\$ 2,165.80	\$ 2,165.80	
3 - 100%		\$ -	\$ 2,165.80	\$ 2,165.80	
4 - 90%		\$ 216.58	\$ 2,165.80	\$ 1,949.22	
5 - 80%		\$ 433.16	\$ 2,165.80	\$ 1,732.64	
6 - 80%		\$ 433.16	\$ 2,165.80	\$ 1,732.64	
7 - 60%		\$ 866.32	\$ 2,165.80	\$ 1,299.48	
8 - 40%		\$ 1,299.48	\$ 2,165.80	\$ 866.32	
9 - 20%		\$ 1,732.64	\$ 2,165.80	\$ 433.16	
10 - 20%		\$ 1,732.64	\$ 2,165.80	\$ 433.16	
Total		\$ 6,713.98	\$ 21,658.01	\$ 14,944.03	



CITY OF BRUNSWICK

ENTERPRISE ZONE APPLICATION

1. GENERAL INFORMATION		
Project Name: Norwich Food Truck Park		
Project Physical Address: 1617 Norwich St		Parcel I.D.#:
City: Brunswick	State: GA	Zip: 31520
Proposed Type of Business/Service Enterprise:		
<input type="checkbox"/> Manufacturing <input type="checkbox"/> Warehouse/Distribution <input type="checkbox"/> Processing <input type="checkbox"/> Telecommunications <input type="checkbox"/> Tourism <input type="checkbox"/> Research & Development <input type="checkbox"/> Finance <input type="checkbox"/> Insurance <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Other (SIC Code): _____		
Local Benefit Type:		
<input type="checkbox"/> Capital Investment/Reinvestment <input type="checkbox"/> Locate in a vacant or historic building <input type="checkbox"/> Demolish an obsolete/abandoned/ deteriorating structure <input checked="" type="checkbox"/> Enhance Area (landscape/facade improvements, or remove billboards) <input type="checkbox"/> Assemblage of multiple tracts		
Applicant Organization/Agency: La Playa, LLC		
Federal Tax ID Number: 99-1515082	SIC Code:	
Type of Organization:		
<input type="checkbox"/> S-Corporation <input type="checkbox"/> C-Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> other: _____		
Public Corporation:		
<input type="checkbox"/> Yes: incorporated or formed (year): _____ <input type="checkbox"/> No		
Primary Product or Service: Hospitality		

2. Contact Information		
Primary Business Representative: Meredith Grill		
Title: CEO	Phone: 706-816-6352	
Fax:	Email: meredithgrill26@gmail.com	
Mailing Address: 1606 Norwich St		
City: Brunswick	State: GA	Zip: 31520
Local Contact Person: Same		
Title:	Phone:	
Fax:	Email:	
Mailing Address:		
City:	State:	Zip:

3. Project Description

Provide a description of the company's plans, including projected capital investment of the business in the zone for a 10-year project designation period (expansion, consolidation, relocation, etc.

1-2 months: Purchase property, relocation begins, construction/renovation starts.
2-4 months: Commissary kitchen assembly, new indoor/outdoor fixtures.
4-8 months: landscaping, marketing, preparing for launch date.

2025: Grand opening \$500,000 sales goal for 1st year.

Cultivating Community & encouraging diversity in a shared space to promote local businesses & residents. Open at least 4 days a week with about 5-10 food trucks offered daily with bar & market.

(business plan attached)

4. Project Capital Investment:

(To be made in the Enterprise Zone over a 10-year period)

Land:	\$ 200,000.00
Buildings:	\$ 300,000.00
Manufacturing Machinery:	\$
Other Machinery and Equipment:	\$
Other:	\$
Total:	\$ 500,000.00

5. Business Description

Provide an introduction, history, and description of the qualified business, its products, services, total sales, number of employees, locations (international, national, and in Georgia), description of primary materials purchased, product transportation, etc.

La Playa, LLC est. 2024 is a branch off of Square One on the Run LLC (est. 2023). Meredith Grill partnered with Joe Cascio to purchase & run a mobile kitchen catering business based in Georgia. We have around 10 part time employees and offer catering and rental services. We own 3 food trailers and have yearly gross sales of \$100,000.

6. Local Significance

Explain specifically how the project will benefit Brunswick residents and attach any additional information

Renovating 1617 Norwich st. into a food truck park / local market / bar / commissary kitchen will give Norwich St. the community presence & foot traffic it has been lacking. This will bring visitors from the islands and local community to partake in another food and event venue in downtown Brunswick. Renovating this dilapidated building will also improve the security and landscap of Norwich St. while providing jobs and support for local business people.

7. Job Creation (Required for City Property Tax Abatement)

(Projected for 10-year Tax Abatement Period)

The City Commission will determine the Tax Abatement Schedule, if any.

The business making the investment and paying taxes must also create the jobs and be the project designee. In order to be eligible for incentives, eligible businesses must:

** Increase employment by five or more new full-time jobs;*

** Maintain the jobs for the duration of the tax exemption period;*

** Whenever possible, at least 10% of the new employees filling the jobs that satisfy the job creation requirement should be low or moderate income individuals.*

Note: *Leased, contract, temporary, and construction employees do not qualify as new employees.*

Number of New Full-Time Jobs to be Created (5 Minimum): 5-10

Number of Low/Moderate Income People Hired (10%): 2-5

A Low/Moderate Income Individual is Defined in (A-H), In Which Category(ies) Your New Employees Qualify? (Select all that apply):

- (A) Unemployed or unemployed for three of the six months prior to the date of hire;
- (B) Homeless;
- (C) A resident of public housing;
- (D) Receiving temporary assistance for needy families or who has received temporary assistance for needy families at any time during the 18 months previous to the date of hire;
- (E) A participant in the Workforce Investment Act or who has participated in the Workforce Investment Act at any time during the 18 months previous to the date of hire;
- (F) A participant in a job opportunity where basic skills are required or who has participated in such a job opportunity at any time during the 18 months previous to the date of hire;
- (G) Receiving supplemental social security income; or
- (H) Receiving food stamps.

Number of Local Residents Hired: 10-20

Estimated Amount of Payroll for YR _____: \$600,000

8. New Jobs Breakdown (4 YR Period Example)

Job Title	Annual Salary or Hourly Rate	Total Jobs Year 1	Total Jobs Year 2	Total Jobs Year 3	Total Jobs Year 4
1 Cooks	\$12 - \$20/hr	4	6	8	10
2 Security	\$20/hr	1	2	2	2
3 Cleaners	\$20/hr	2	3	4	5
4 Maintenance	\$20/hr	2	3	4	5
5 Bartenders	\$6/hr + tips	2	4	4	4
6					
7					
8					
Annual Grand Total		11	18	22	26

9. Financing Plan

Describe or attach the project financing plan. Submit supporting documentation if applicable (i.e. bank commitment letters, balance sheets, and profit and loss statements).

We currently have an SBA loan for \$450,000 at 3.75%. We are hoping to receive a loan from the city (DDRLF) at a lower interest and/or grants in addition to these funds.

10. Additional Incentives Requested

Other incentives that may be granted will be negotiated on a case-by-case basis by the City Commission and could include exemption from any or all of the following:

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Building Permit fees | <input checked="" type="checkbox"/> Sign Permit fees | <input checked="" type="checkbox"/> Business License Admin fees |
| <input checked="" type="checkbox"/> Occupation taxes | <input checked="" type="checkbox"/> Rezoning fees | <input checked="" type="checkbox"/> Engineering fees |

11. Project Timeline

Construction Start Date:	August, 2024
Construction Completion Date:	December, 2024
Operation Start Date:	Jan 1, 2025
Date Begin Hiring New Employees:	December, 2024
Date Purchase of Machinery/Equipment:	
Date Other Improvements like Landscaping or Façade Material will be Incorporated:	August, 2024
Tax Abatement Start Date (NLT Completion). Attach Plat with Identified Phases (if applicable):	August, 2024

12. Application Checklist			
	Complete	Incomplete	If Complete, Initial and Attach
Completed Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Financial Supporting documentation (if applicable), for example bank commitment letters, appraisal report, profit & loss statement.	Type text here <input checked="" type="checkbox"/>	<input type="checkbox"/>	
Three years of financials must include income statements/balance sheets.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Copy of the Brunswick Business License or application and Evidence of property access, i.e., copy of warranty deed or executed lease agreement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Site Plan Drawing. Include Proposed Landscaping Areas, if needed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Project Timeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

13. Approval Process	
Once the application is received, it will be reviewed for completeness. Complete applications follow two approval paths detailed below:	
Project in the DDA District	Project outside the DDA District
DDA staff reviews application for completeness	Economic Development staff reviews application for completeness.
DDA Board of Directors reviews application and makes recommendation (board may recommend full or partial incentive award) DDA board meets the second Thursday of the month.	Finance Committee reviews application and makes recommendation (committee may recommend full or partial incentive award) Finance Committee meets the last Monday of the month
Finance Committee reviews application and makes recommendation (committee may recommend full or partial incentive award) Finance Committee meets the last Monday of the month	City Commission reviews application and awards incentives. The commission may make changes to any recommended award schedule. City Commission meets the first & third Wednesday of the month.
City Commission reviews application and awards incentives. The commission may make changes to any recommended award schedule. City Commission meets the first & third Wednesday of the month.	

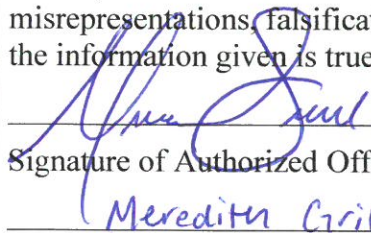
Submit this application and all required information using one of the following:

City of Brunswick
 Attn: Mathew Hill
 1229 Newcastle St
 P.O. Box 550
 Brunswick, GA 31521

mhill@cityofbrunswick-ga.gov

14. Certification by Applicant

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts and that the information given is true and complete to the best of my knowledge and belief.



 Signature of Authorized Official

_____ *May 23, 2024* _____
 Date

_____ *Meredith Grill* _____
 Print Name of Authorized Official

 Title

15. For Official Use Only

	Reviewed by	Recommend Approval	Recommend Denial
DDA or Economic Development	<i>MH / Board</i>	✓	
Planning Department	<i>[Signature]</i>	✓	
Inspections and Code Enforcement	<i>[Signature]</i>	✓	
Engineering Department	<i>[Signature]</i>	✓	
Finance Department	<i>CEA.</i>	✓	
Finance Committee	<i>7/29/2024</i>		

The Park

Food Truck Venue & Commissary Kitchen

1617-1619 Norwich St.
Owned by Meredith Grill and Joe Cascio

Background

1606 Norwich St. was purchased by La Playa LLC on March 3rd. La Playa LLC is owned by Joe Cascio and Meredith Grill and was established in 2024.

Joe Cascio and Meredith Grill also own multiple food trucks under On The Run Catering est. 2023 based in Athens Georgia.

Joe Cascio started his career as a restaurateur in Florida and has successfully owned and sold three upscale dining restaurants along with their properties. Meredith graduated from the University of Georgia in 2021 with a marketing degree and has been partnered with Joe on several business ventures since.



Challenges

Covid

Since before COVID, 1617 Norwich St. has been abandoned and dilapidated. This property has plenty of potential to transform Norwich St. once fixed up.

Norwich St.

Norwich St. is in distressed condition with underutilized, undeveloped, and vacant buildings. The city includes this property in it's master plan for revitalization.

Food Trucks

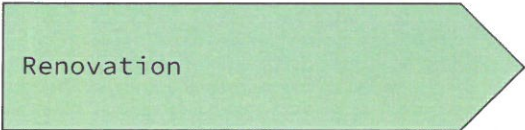
There are currently a lot of issues facing food trucks in the area in terms of health department restrictions and lack of organized locations.

Solution

Renovating 1617 Norwich St. into a food truck park/ local market/ bar can give Norwich St. the community presence and foot traffic it has been lacking. Not to mention, more food and venue options for downtown Brunswick.

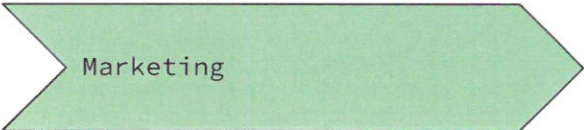
Implementation

Implementation deep-dive

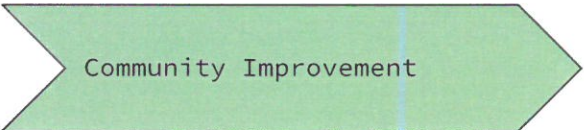


5-8 Months

Renovating the inside and outside with new fixtures, commissary kitchen appliances, lighting, etc.



We will be marketing across several platforms to start bringing visitors to Norwich St. from both the islands as well as Glynn County

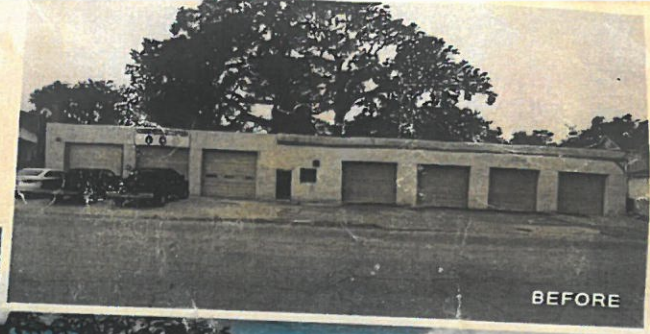


Improving the property will in turn improve Norwich St. while bringing new visitors to town. We are also including several security measures to protect the property as well as surrounding areas.

SUNSWICK WORK PLAN
VITALITY

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Overhead View



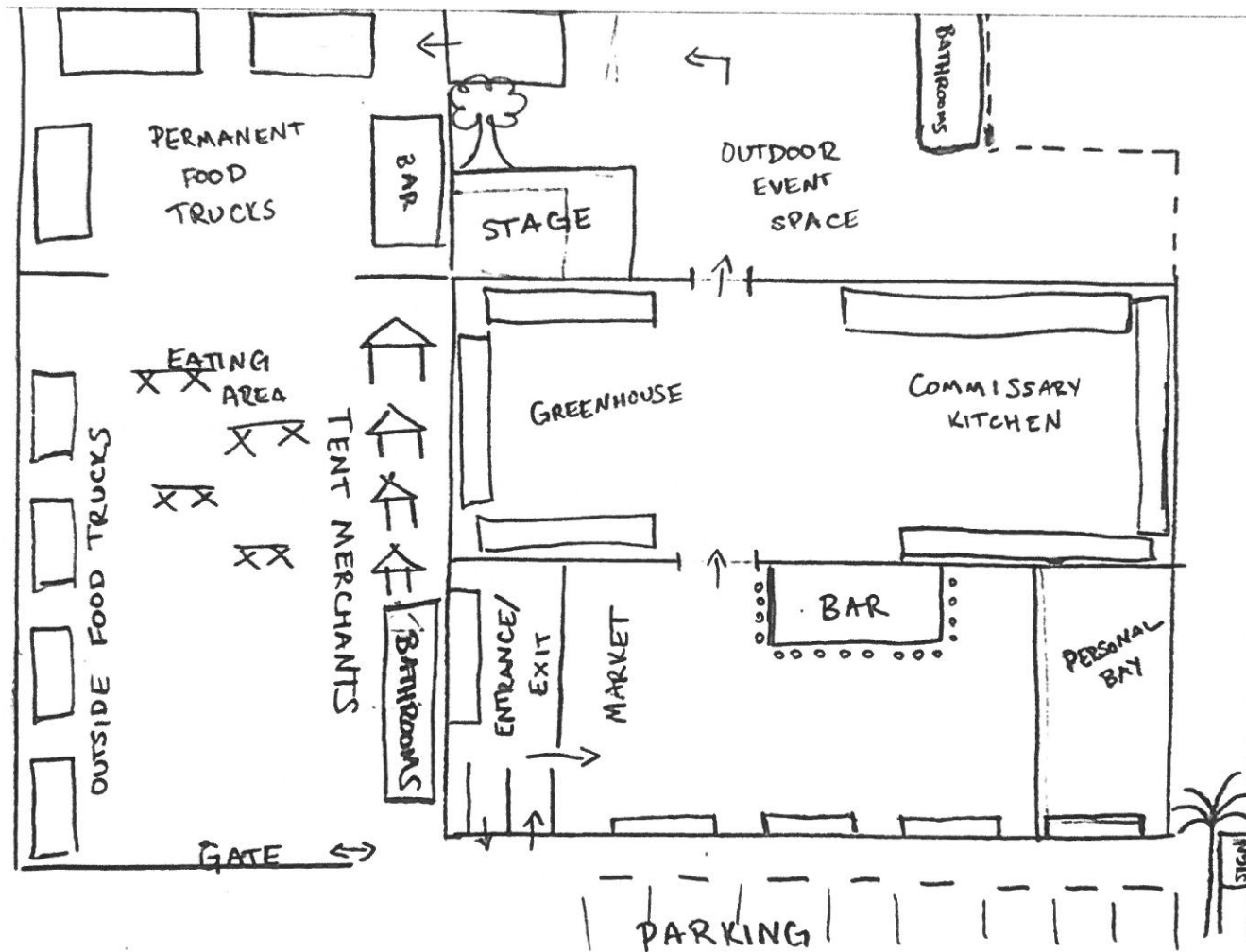
Front of Property

Concrete Wall

Street View







Renovation Breakdown

Includes a few of the changes we
will be making to the property

Est cost ~ \$300k
(Not including the property
purchase price)

timeline: 5-8 months

Opening before the end of the year

-New roof/supporting structures on
half the building, leaving the rest
open air ~ \$50 k

- commissary commercial kitchen with
grease traps and gray water dump
station ~ 100k

- bathroom facilities installed ~ 20k

- re- painting walls and new glass
garage doors ~20k

- security gates and lighting ~ 50k

- electrical and plumbing ~ 25k

- natural landscaping ~5k

Business Plan- Value Proposition

Value Proposition: The Park

Cultivating Community and encouraging diversity in a shared space that promotes local businesses and residents.

Our mission is to restore Norwich St. to its former industrial glory and continue to foster growth in Brunswick.

Business Plan- Target Market

Our indirect target market are families that are local or traveling for the season.

Our direct target market are local food truck owners/ artisans/ merchants looking for a space to provide a consistent sales channel and amenities.

Age: 20-50

People wanting to get set up in business but don't have the resources they need.

Existing food truck owners without basic health dept. requirements such as a commissary kitchen.

Local merchants that are looking for more channels to sell their products.

Business Plan- Operations

Meredith Grill will be the residing property manager to keep up with the day-to-day business operations.

We will be hiring anywhere from 15-20 employees to help run the venue.

Each business will run under a central POS system to ensure a seamless experience for paying patrons.

Food trucks/ other local merchants will rent out a space on a daily/ monthly basis for a fair price.

Our commissary kitchen will also provide us with supplemental income based off of hourly rental.

The bar will be another revenue stream as it will be owned and operated by us.

Competition

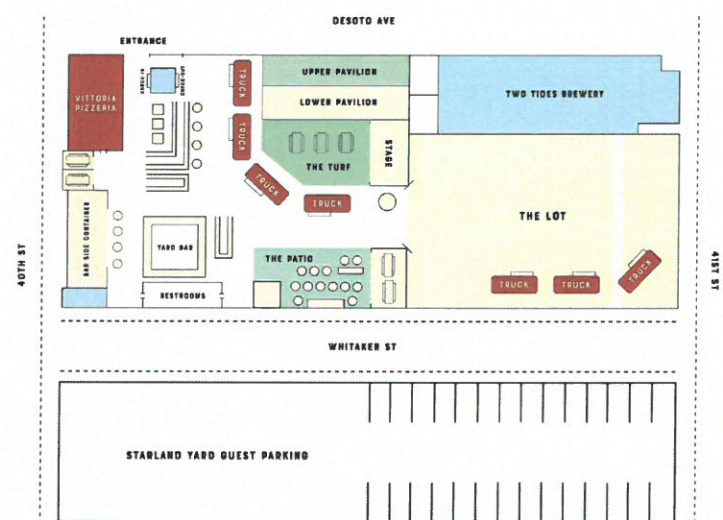
Starland Yard- Savannah

Strengths:

- central POS system
- premium facility with amenities
- existing customer and merchant base
- full bar
- live entertainment

Weaknesses:

- far distance from Brunswick
- on site restaurants result in less diversity of food options and less of a food truck park feel
- no local market
- no community commissary kitchen



Competition

Food Truck Corner Norwich St.

Strengths:

- existing customer base
- positive community impact and support

Weaknesses:

- Undesirable location
- Space is not owned
- No amenities for customers
- Little to no marketing



Competition

There are less than 10 restaurants in downtown Brunswick with a full bar.

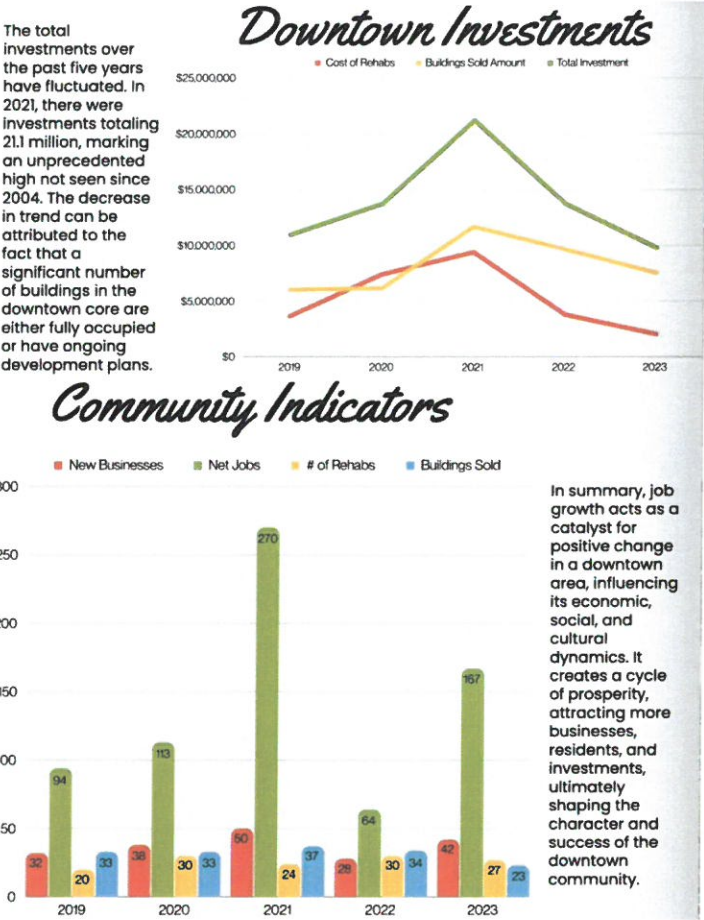
There are even fewer spots that allow for food trucks to serve on their property.

First Fridays are the only time multiple food trucks are concentrated in downtown Brunswick.

Brunswick Businesses

Brunswick has continued to show exponential growth over the past few years. This has inspired us to buy property in this area especially in the Norwich opportunity zone.

Source: 2023 DDA annual report for downtown Brunswick



Brunswick Businesses

1.3 million visitors in 2023 and a 7% yearly increase represent a thriving environment.

Source: 2023 DDA annual report for downtown Brunswick



Impact

The food truck park will attract local families both in Brunswick and on the Islands. This amount of traffic to Norwich St. will allow for more opportunities and business on Norwich St. and downtown.

Local businesses, artists, and citizens will all benefit from the implementation of the food truck park. Especially on Norwich St.

Financial Projections-

Based off of the idea that we are open Thursday-Sunday to start with at least 5 food trucks- (including 3 of our own)

Our goal for the first year will be \$500,000 in revenue.

Each food truck/ merchant that is not owned by the park will be expected to report through our POS system. Each truck will owe us 10% of their sales for the day and tips will be divided evenly across the board. With the tip outs, the impact of their payout percentage will decrease to around 4%.

Financial Projections-

Food Trucks (Leased out)

Based off of the idea that we are open Thursday-Sunday to start with at least 5 food trucks- (including 3 of our own)

The goal is to set up local culinary business people to commit to our 3 personally owned stationary food trucks with a triple net lease for 2-5 yrs.

3 stationary trucks with a 2 yr lease at 8% of their gross sales.

Financial Projections-

Food Trucks (pay daily percentage)

Based off of the idea that we are open Thursday-Sunday to start with at least 5 food trucks.

The property allows for us to provide space for at least 4 other outside food trucks. A maximum amount of food trucks that would fit on the property (excluding our personally owned trucks) is about 6 outside trucks. We could possibly add 2-3 more if need be on the street in front.

If we only were to have two other food trucks rent a spot daily for 10% of their sales.

Based off only two trucks reporting \$1000 in sales for the day (excluding tips)

~ 3,200/ mo

~ 38,400/ yr

Financial Projections- Tent Merchants

Based off of the idea that we are open Thursday-Sunday to start.

The property allows for us to provide space for at least 10 tent spaces where outside merchants can set up a booth to sell their goods day to day. We will provide vendors with a tent and access to electricity.

Based off of a daily rate of \$20 and a minimum of 5 tents:

~ 1,600/ mo

~ 19,200/ yr

Financial Projections- Commissary Kitchen

Based off of the idea that we are open Thursday-Sunday to start.

We would rent out the commissary kitchen by the hour and require a refundable cleaning deposit. The hourly rate will include utilities.

If we rented the kitchen for only 5 hours a day, four days a week at \$100 an hour

~ 8,000/ mo

~ 96,000/ yr

Comparative Chart

— — —

Initiation fee: one time payment that gets you listed on our website and other marketing platforms as well as listed on our VIP list for exclusive opportunities. FT will also be able to list us as their commissary kitchen.

Commissary Kitchen: for food trucks to list us as their commissary kitchen is \$1000/ yr and \$100 per hour of usage. Plus a refundable \$200 cleaning deposit each time to ensure the proper upkeep of our kitchen. Leased trucks will have 1 hour allotted each day for prep.

Ice: daily max 20lbs

	Tents	FT Daily	FT Leased
Initiation Fee	\$50	\$1200	\$1200
Daily Rate	\$20	10% gross sales	8% gross sales
Tip Split		✓	✓
Electrical	✓	✓	✓
Ice	\$20	\$20	✓
Commissary Kitchen	\$100/ hr	\$100/ hr	✓
Complimentary Gray & Black Water Dumping Station		✓	✓
Dedicated cooler & freezer		\$	✓
Dry Storage		\$	✓

Financial Projections- Market/ Bar

Based off of the idea that we are open Thursday-Sunday to start.

The minimum goal for the bar would be around \$30k every month.

The market would sell items on consignment as well as other packaged foods and goods produced by our parent catering company. The goal for the market would be ~ 10k a month

Financial Projections- Event Venue

The Park would also be able to be rented out for private events/ meetings.

Minimum \$2000 + \$1000/ food truck on site.

The Park's natural and relaxed indoor/outdoor atmosphere would attract wedding celebrations, business meetings, birthday celebrations, etc.

Financial Needs

We are looking for restorative local grants to cover at least \$150,000 of our buildout cost.

The rest of the buildout will be funded by a low interest long term loan of at least \$100,000.



July 9, 2024

Honorable Mayor and Members of the
City Commission
City of Brunswick, Georgia
601 Gloucester Street, City Hall
Brunswick, Georgia 31520

Attn: Regina M. McDuffie, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Brunswick, Georgia (the City) for the year ended June 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City of Brunswick, Georgia as of and for the year then ended. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis (MD&A).
2. Budgetary Comparison Schedules for the General Fund and Major Special Revenue Fund(s)
3. Schedule of Changes in the City’s Net Pension Liability and Related Ratios – Defined Benefit Plan
4. Schedule of City Contributions – Defined Benefit Plan.

5. Schedule of Investment Returns – Defined Benefit Plan.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards.
2. Schedule of Expenditures of Special Purpose Local Option Sales Tax Proceeds.
3. Certification of E-911 Expenditures
4. Combining and individual fund statements and schedules.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory section
2. Statistical section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on -

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of*

Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding

sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

According to GAAS, significant risks include the risk of management's override of internal controls. Accordingly, we have considered this item as a significant risk.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal

control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material

misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally,

as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant

findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document. In the event that Mauldin & Jenkins is requested to be involved with an exempt offering document, you agree that the aforementioned auditor's report or reference to Mauldin & Jenkins will not be included without our prior permission or consent. Furthermore, any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

As an attest client, Mauldin & Jenkins, LLC cannot retain or store documents, data, or records on behalf of the Authority. This is in accordance with the ET section 1.295.143 of the *AICPA Code of Professional Conduct*. The Authority is solely responsible for maintaining its own data and records.

In that regard, SuraLink is used solely as a method of transferring data to Mauldin & Jenkins, LLC and is not intended for the storage of the City's information. All information you will provide through SuraLink is a copy and you will maintain original documents and data as part of your records.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Georgia Department of Audits and Accounts or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 11, 2024 and to issue our reports no later than December 31, 2024. Trey Scott is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$41,600 (audit) and \$3,000-\$9,000 (per single audit major program) for the year ended June 30, 2024. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Honorable Mayor and Members of the City Commission for the City of Brunswick, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the

Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Brunswick, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Trey Scott

RESPONSE:

This letter correctly sets forth the understanding of the City of Brunswick Georgia.

By: _____

Title: _____



Monthly Finance Report

DATE: July 15, 2024
TO: Honorable Mayor and Commissioners
 City of Brunswick
 Brunswick, GA

FROM: Regina M. McDuffie, City Manager

SUBJECT: Financial Reports as of June 30, 2024 100.00%

**General Fund
 June 30, 2024
 Cash Basis**

	Monthly	Year to Date	% of Budget	Amended Budget	% (over)under Budget
Revenues	1,025,474 *	21,831,517	107.69%	20,272,968	-7.69%
Expenditures	3,068,720	20,299,261	100.13%	20,272,968	-0.13%
Net Revenues & Expenditures	(2,043,246)	1,532,256			
Cash Balance as of 06/30/2024	8,187,890	<i>(Prime South \$617,279 GA Fund One \$7,573,610)</i>			

* includes \$5,706,143 property tax billing in September
 \$5,987,370 actually collected as of 06/30/2024

	LOST	LOST YTD	
Jun-24	873,945	9,930,796	<i>August 2023 included a one-time adjustment of \$124,882 from Dept of Revenue for error on their part covering 09/22 thru 08/23</i>
Jun-23	843,912	9,327,213	
Increase (Decrease)	30,033	603,583	
	3.56%	6.47%	

Capital Projects - SPLOST VI
As of June 30, 2024
(04/01/2017-09/30/2020)

	Total Expended 06/30/2024	Reimbursements Received		City Expended as of 06/30/2024	Original Budget Amount	Amended Budget Amount	Remainder (Overage)
Storm Drainage Improvements	4,762,897	242,814	a	4,520,083	3,243,750	4,551,750	31,667
Highway 17 Infrastructure	533,628	336,883	b	196,745	215,107	215,107	18,362
Wayfindings & Gateways	167,310	0		167,310	259,500	259,500	92,190
Cemetery Restoration/Renovation	259,500	0		259,500	259,500	259,500	0
Sidney Lanier Park Improvements	399,307	0		399,307	519,000	519,000	119,693
	14,131,158	3,960,463		10,170,695	9,124,607	10,432,607	261,912

a \$242,814 from Glynn County

b \$336,883 from GADOT Highway 17

Total Cash on Hand 06/30/2024 \$194,401

Capital Projects - SPLOST 22
As of June 30, 2024
(04/01/2023-03/01/2029)

	Tier 1 Budget	City Expended as of 06/30/2024	(Over) Under Budget - Tier 1
Mill and Pave Various Streets	7,660,000	255,423	7,404,577
Storm Drainage Improvements	10,500,000	1,527,241	8,972,759
Sidewalk Installation and/or Replacement	850,000	73,020	776,980
City Building Improvements	500,000	122,019	377,981
Trails and Boardwalks	2,500,000	7,843	2,492,157
Public Works Equipment and Infrastructure Upgrades	300,000	60,871	239,129
Public Safety Replacement of Vehicles, Equipment, etc.	550,000	289,846	260,154
Ritz Theater Renovations	350,000	0	350,000
Mary Ross Park Development Project	3,000,000	555,746	2,444,254
Recreation Facility Improvements	2,200,000	0	2,200,000
Historic Squares Improvements	250,000	65,129	184,871
Cemetery Restoration	0	7,050	(7,050)
Orange Park Improvements	250,000	391,416	(141,416)
Integrated Software	250,000	0	250,000
Technology Upgrades	100,000	0	100,000
	29,260,000	3,355,604	25,904,396

Total Cash on Hand 06/30/2024 \$5,296,465	SPLOST Distributions Received	8,462,556.00
	Interest Earned	192,594.00
	Total Receipts since inception	<u>8,655,150.00</u>

Norwich Street Commons Fund

Original Balance (Sale of Property 05/13/13)
 Demolition Fees
 Interest Income
Revenues

	YTD f/y/e 06/30/2024	Total since inception
	0	487,500
	0	8,049
	19,164	50,346
	<u>19,164</u>	<u>545,895</u>

Expenditures

Demolition Projects
 Infrastructure
 Police Substation
Expenditures
 Net as of 06/30/2024

	YTD 06/30/2024	Total since inception
	0	40,012
	0	130,546
	0	6,750
	<u>0</u>	<u>177,308</u>
	<u>19,164</u>	<u>368,587</u>

Cash Balance as of 06/30/2024

\$ 368,587

Roosevelt Harris - Multipurpose Center**Total Budget:**

Revenue FYTD

Grants
 Transfer from General Fund
 Program Income
 Contributions
 Interest Income

Total Inflows

Expenditures FYTD

Net as of 5/31/2024

Cash Balance as of 06/30/2024

\$ YTD
f/y/e 6/30/2024
Cash Basis
439,347

Percent of Budget

149,711 105.98%
 199,500 72.5%

14,602

6,682

378

\$ 370,873

84.41%

\$ 386,265

87.92%

\$ (15,392)

\$ 38,610

ARPA Fund:

Initial Deposit received 06/07/2021

4,606,131

2nd Deposit received 06/21/2022

4,606,131

Interest Earned from inception

590,885

Total funds received as of 06/30/2024

9,803,147 *

See allocations below

Disbursements:

Infrastructure-Road Improvements

1,556,464

Storm Drainage Improvements

250,000

Mary Ross Park Site Improvements

121,416

Back to Business Brunswick--DDA

794,558

Back to Business Brunswick-non DDA

130,825

Covid Housing Relief

110,000

Coastal Community Healthcare

207,251

Facility Improvements-Howard Coffin

600,000

Wifi Upgrades

9,007

Revenue Recovery

1,162,000

Total funds disbursed as of 06/30/2024

4,941,521 **

Cash Balance as of 06/30/2024

\$5,652,135

Allocations (Preliminary)

Revenue Recovery

1,162,000

Allocations Spent

1,162,000

Storm Drainage Improvements

1,750,000

505,804

Housing Programs & Development

2,500,000

Homelessness Prevention

250,000

110,000

Business Support/Relief

925,383

925,383

Coastal Community Health Services

330,000

207,251

Transit Support

220,000

Facility Improvements-Howard Coffin

600,000

600,000

Road Improvements

1,300,660

1,300,660

Mary Ross Park Infrastructure

121,416

121,416

Unallocated Funds (includes interest earned \$590,885)

619,301

9,007

Total Funds received as of 06/30/2024

9,778,760 *

4,941,521 **

Sanitation Fund:**Year Ending 06/30/2024**

	<u>Year to Date</u>
Sanitation Billing	2,281,260
Franchise Fees	77,055
Bad Debt - recovery	135
Interest Earned (Funds)	39,513
Penalties & Interest Earned	1,566
Total Revenue (YTD)	2,399,529
Operating Exp. YTD:	1,654,515
Other Landfill Expenses	15,967
Total Expense (YTD)	1,670,482
Operating Income (Loss)	<u>729,047</u>
Total Available Cash on Hand @ 06/30/2024	<u>696,974</u>
Restricted for Landfill	206,450

Waste Disposal

	<u>June 2024</u>	<u>YTD</u>
Trash Pickup	143,009	1,420,156
Illegal Refuse Clean Up	0	144,656
Street Sweeping	0	7,160
	<u>143,009</u>	<u>1,571,972</u>

STORMWATER UTILITY FUND:

6/30/2024 (YEAR TO DATE)

Stormwater Utility Fees	1,272,710
DNR Grant	77,860
Interest Earned	41,522
Penalties & Interest	1,806
Total Inflows	1,393,898
Expenditures:	
Operating	1,030,365
GMA Lease Payments	224,585
Total Outflows	1,254,950
Balance	138,948
Cash Balance as of 06/30/2024	<u>\$178,694</u>



R Lawrence Center

Fiscal Year to Date 06/30/24

Include Rollup Account and Rollup to Class

Account	Account Description	Amended Budget	Current Month Transactions	YTD Transactions	Budget - YTD Transactions
Fund 100 - General Fund					
EXPENSE					
51					
51-1100	Salaries & Wages	61,572.00	17,767.86	75,791.60	(14,219.60)
51-1200	Temporary Employees	20,000.00	.00	.00	20,000.00
51-1300	Overtime	2,500.00	944.87	2,624.74	(124.74)
51-2100	Group Insurance	10,372.00	864.33	10,371.96	.04
51-2200	FICA	6,432.00	1,427.23	5,918.82	513.18
51-2400	Pension	6,757.00	.00	1,198.33	5,558.67
51 - Totals		\$107,633.00	\$21,004.29	\$95,905.45	\$11,727.55
52					
52-1250	Contractual Expense	1,000.00	.00	1,856.00	(856.00)
52-1300	Technical Services	.00	.00	332.04	(332.04)
52-2100	Cleaning Services	.00	.00	.00	.00
52-2200	Repairs and Maintenance	.00	.00	.00	.00
52-2210	Repair / Maint Building	3,000.00	.00	283.86	2,716.14
52-2211	Repair / Maint Equipment	3,000.00	.00	201.50	2,798.50
52-2300	Rentals	600.00	.00	.00	600.00
52-3201	Cable	2,200.00	178.79	2,165.55	34.45
52-3205	Telephone	1,500.00	603.26	3,397.86	(1,897.86)
52-3500	Travel & Training	.00	.00	.00	.00
52-3600	Dues and Fees	.00	.00	539.67	(539.67)
52 - Totals		\$11,300.00	\$782.05	\$8,776.48	\$2,523.52
53					
53-1100	General Supplies/Materials	1,000.00	2,324.68	4,313.47	(3,313.47)
53-1110	Office Supplies	.00	.00	.00	.00
53-1115	Uniforms	500.00	.00	63.65	436.35
53-1135	Custodial Supplies	500.00	.00	357.71	142.29
53-1210	Water/Sewerage	2,000.00	261.82	2,700.06	(700.06)
53-1230	Electricity	15,000.00	1,398.98	16,510.14	(1,510.14)
53-1300	Food/Misc	1,500.00	.00	.00	1,500.00
53-1600	Small Equipment	800.00	.00	.00	800.00
53-1700	Other Supplies	3,000.00	.00	1,583.75	1,416.25
53 - Totals		\$24,300.00	\$3,985.48	\$25,528.78	(\$1,228.78)
54					
54-2300	Furniture and Fixtures	500.00	.00	.00	500.00
54 - Totals		\$500.00	\$0.00	\$0.00	\$500.00
Function 6130 - R Lawrence Center Totals		\$143,733.00	\$25,771.82	\$130,210.71	\$13,522.29
Reporting Category 6100 - Recreation Totals		\$143,733.00	\$25,771.82	\$130,210.71	\$13,522.29
EXPENSE TOTALS		\$143,733.00	\$25,771.82	\$130,210.71	\$13,522.29

MUNICIPAL COURT JUDGE SERVICE AGREEMENT

This Agreement by and between the City of Brunswick, a municipal corporation, hereinafter referred to as the “City,” and Jason Randall Clark hereinafter referred to as the “Municipal Court Judge” or “Judge”, is as follows:

WHEREAS, on July 3, 2024, the **City Commission** has appointed Jason Randall Clark to serve as Judge of the City’s Municipal Court; and

WHEREAS, Jason Randall Clark has accepted the appointment and confirmation; and

WHEREAS, Jason Randall Clark understands this is a part-time position and involves overseeing full time court staff; and

WHEREAS, in order to provide for the services of Judge of the Municipal Court and to establish compensation for such services, it is appropriate for the City to enter into an Employment Agreement with the Municipal Court Judge for such services;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and Jason Randall Clark agree as follows:

1. TERM OF APPOINTMENT:

Jason Randall Clark accepts the position of Judge of the Municipal Court of the City in accordance with the provisions of City Ordinance Section No. 15-2 as supplemented by this Agreement for a two (2) year term commencing on July 3, 2024 and terminating on July 2, 2026, unless earlier terminated as described below.

The Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Judge must also be a citizen of the United States of America and the State of Georgia. The Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Judge shall immediately report to the City Manager any change affecting his membership in good standing in the Georgia Bar Association and any training deficiencies.

2. SCOPE OF SERVICES:

The Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be

prescribed by the Supreme Court of the State of Georgia. In addition, the Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee. The Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for a Judge Pro Tempore to do so. The Judge also shall perform the duties described in section 3.

The Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance.

The Judge shall appoint Judges Pro Tempore for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. The Judge may appoint only Judges Pro Tempore who have been approved by the City Commission to serve as Judges Pro Tempore.

The Judge shall instruct all Judges Pro Tempore concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

The Judge shall make a reasonable effort to maintain a pool of at least two Judges Pro Tempore and shall endeavor to rotate them evenly so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.

3. JUDICIAL INDEPENDENCE AND ADMINISTRATION:

The Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge when performing judicial duties. The Judge, or any Judge Pro Tempore serving in the absence of the Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

Furthermore, the Judge is responsible for doing the following:

- a. In coordination with the City Attorney and the Court Clerk, approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary;
- b. In coordination with the City Attorney and the Court Clerk, providing proper

training of court staff and officials subject to the Judge's direction and control about court procedures and the use of approved court forms, and updating such training as necessary;

- c. Ensuring that court staff and officials subject to the Judge's direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes;
- d. Notifying the City Commission and/or City Attorney of additional resources necessary to ensure compliance with applicable laws and rules;
- e. Notifying the City Commission and/or City Attorney of service provider performance deficiencies; and
- f. Reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate.

The Court Clerk shall be appointed by the City Manager and shall serve as an At-Will employee of the City. The Court Clerk and all represented court staff are City employees subject to City rules and regulations. However, they are subject to the Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City.

The Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Parties agree that the Judge will participate in the review and amendment of any such policies to ensure that they recognize the unique nature of court employment and the Judge's rights and responsibilities with respect to court employees. The Judge acknowledges the Court Clerk may perform other duties for the City that are not in conflict with the separation of powers.

The Judge will confer with the City Manager to coordinate administrative activities concerning City procedures, policies and the budget in an effort to retain and insure consistency and common practices throughout the City.

4. COMPENSATION:

- a. In consideration for the successful performance of the duties as Judge, the City agrees to compensate the Judge in the amount of _____ dollars per month for the services provided under this Agreement. Additionally, the Judge shall be entitled to mileage expenses at the prevailing I.R.S. standard rate for travel related to official duties.
- b. The Judge's salary and benefits shall be set and appropriated through the City's budget process. The Judge's compensation within the adopted budget may be

increased, but not decreased, during the Judge's term of office.

- c. The Judge's salary shall be determined annually on January 1. This salary shall constitute compensation for all responsibilities and duties in the administration of the Municipal Court.
- d. The City shall pay the cost of up to two (2) ICJE professional judicial education classes offered for judges, including registration, lodging, per diem and mileage expenses in accordance with established City travel policies.
- e. As an independent contractor, the Judge expressly understands and is aware that the City will not deduct Federal and State taxes, Social Security, or Medicare/Medicaid from compensation paid to him. The City will issue a Form 1099 to the Judge at year end and the Judge shall be solely responsible for any taxes or other deductions on compensation paid to him under this Agreement.

5. CONTRACT ADMINISTRATION:

This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Jason Randall Clark on behalf of the Municipal Court Judge. Any written notices to be served on either party shall be served or mailed to the following addresses:

IF TO THE CITY:

City of Brunswick
Attn: City Manager
P.O. Box 550
Brunswick, Georgia 31521

IF TO THE JUDGE:

Jason Randall Clark
Municipal Court Judge
1229 Newcastle Street
Brunswick, Georgia 31520

6. TERMINATION OF AGREEMENT:

This Agreement may be terminated during the Judge's term of office as follows:

By the Judge if he provides a minimum of 60 days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties.

By the City only as provided in O.C.G.A. Section 36-32-2.2.

7. MERGER AND AMENDMENT:

This Agreement contains the entire understanding of the City and the Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Judge hereto.

This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Glynn County Superior Court, State of Georgia.

8. SEVERABILITY

If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

IN WITNESS WHEREOF the parties hereto do hereby execute this Agreement.

CITY OF BRUNSWICK, GEORGIA

MUNICIPAL COURT JUDGE

By: _____

By: _____

Mayor, Cosby H. Johnson

Jason Randall Clark, Municipal Court Judge

Date: _____

Date: _____

Approved as to Form:

City Attorney

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES**

THIS AGREEMENT is made and entered into this ___ day of _____, 2024, by and between **THE JEKYLL ISLAND-STATE PARK AUTHORITY** (hereinafter referred to as the "JIA") and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Glynn County, Georgia, and the City of Brunswick have established the Joint Public Safety Communications Department (hereinafter referred to as the "JPSCD") and the JPSCD Oversight Committee by entering into an Agreement for a Joint Public Safety Communications Department (hereinafter the "JPSCD Agreement"); and

WHEREAS, the JPSCD provides radio coverage for police, fire and emergency medical services ("EMS"), as well as for other public and/or private entities whose services provide a benefit to the citizens of Glynn County and the City of Brunswick; and

WHEREAS, the JPSCD and the JPSCD Oversight Committee oversee the emergency 911 communications center (hereinafter the "E-911 Center") serving Glynn County and the City of Brunswick; and

WHEREAS, the County and JIA entered into an agreement in August 2021 through which the County agreed to provide JIA with dispatch and call-taking services through the JPSCD E-911 Center using the JPSCD Public Safety Communications System (hereinafter sometimes referred to as the "System" or the "800 MHz System"), the term of which agreement extended from September 1, 2021 through June 30, 2022 (hereinafter the "Prior Agreement"); and

WHEREAS, the County and JIA subsequently entered substantially the same agreement in June 2023, with the term of the most recent agreement extending from July 1, 2023 through June 30, 2024 (the "Prior Agreement"); and

WHEREAS, permanent records of calls and events will continue to be recorded and maintained by the JPSCD utilizing Computer Aided Dispatch (hereinafter "CAD"); and

WHEREAS, the parties desire to enter into an agreement for JPSCD to continue to provide JIA with dispatch and call-taking services as outlined in this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereto do mutually agree as follows:

A. JIA AGREES:

1. JIA shall be responsible for the cost of acquiring, maintaining, replacing, and programming its own radio equipment and any equipment necessary to operate on the JPSCD's 800 MHz System. JIA's purchase of radio equipment must first be approved by Motorola, Inc., the County's radio system engineer, and the JPSCD prior to the purchase of said equipment. The JPSCD must approve of the radios, related radio equipment, and radio call signs to be used by JIA before JIA may use them. At no cost to the City, the County, or JPSCD, JIA shall provide two (2) Tone Alert pagers to the Brunswick Fire Department to prevent JIA Fire Department radio interference with the City of Brunswick Fire Station radio channels.

2. JIA's use of the System will not result in any additional equipment costs to the JPSCD, the City of Brunswick, or the County.

3. Programming, servicing, and/or repairing of the radios and equipment used by JIA shall, upon the request of and at the expense of JIA, be performed by JPSCD personnel or vendors authorized by JPSCD and in a manner approved by JPSCD.

4. There shall be no more than twenty (20) radio units of JIA connected to the System, unless additional units are approved pursuant to this paragraph. These units shall include only those radios set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, or replacements of those radios as permitted in Paragraph A.5. below. Any request to add additional radios and/or equipment by JIA must be submitted in writing to the Glynn-Brunswick 911 Center Director and is subject to the approval of the JPSCD, prior to the addition of such radios and/or equipment to the System. If the JPSCD approves the addition of radios and/or equipment, the formula in the JPSCD Agreement's Appendix "D", Operating Cost Allocation, attached hereto as

Exhibit "B" and incorporated herein by reference, shall determine the cost for said additional services. All costs for additional services shall be paid as pursuant to Paragraph A.7. below.

5. JIA shall submit a list of the serial numbers for all radios utilizing the services set forth herein and shall notify the JPSCD if there are any changes in JIA's radio inventory, including but not limited to equipment that is out of service due to extensive damage or upgrade.

6. JIA agrees to abide by all Federal Communications Commission ("FCC") promulgated rules and regulations regarding public safety radio transmissions as set forth in the FCC licenses.

7. In accordance with Appendix D, Operating Costs Allocation, attached hereto as Exhibit "B", JIA shall pay to the County an Operating Cost Fee for the services provided under this Agreement. The Operating Cost Fee for JIA shall be its proportion of the JPSCD's annual cost based on the number of radios supported under the System used by JIA, as calculated through the equation established in Exhibit "B". JIA shall pay said Operating Cost Fee in quarterly installments, with each installment being due and payable within thirty (30) days of the date of the invoice provided by the County. Payments shall be made payable to the Glynn County Board of Commissioners and forwarded to:

Glynn County Finance Department
1725 Reynolds Street, 3rd Floor
Brunswick, Georgia 31520

Failure to pay within ten (10) days of late notice may result in cancellation of the service and immediate termination of this Agreement by the County for cause. Said payments will be distributed by the County in accordance with Section IV., titled "Finance", of the JPSCD Agreement.

8. Should interference or problems arise because of JIA's use of the JPSCD's 800 MHz System, JIA shall be required to discontinue or modify its use of the System. Such discontinuance or modification shall be done immediately after notification by the JPSCD of interference or System problems. If JIA fails to rectify the problem within one (1) hour

of notification, the JPSCD may discontinue or modify JIA's use of the System. In order to prevent any potential interferences, JIA shall, in JPSCD's discretion, follow JPSCD's directions to switch all JIA radios to an alternate channel and maintain communications on said channel until all activities at the emergency scene are concluded.

B. THE COUNTY AGREES:

Upon qualification of JIA for the services as outlined in Section A above, Glynn County shall provide JIA with the Fire/EMS dispatch and call-taking services of the JPSCD E-911 Center and shall use its best efforts to provide the communications capacity needed for the services outlined herein.

C. IT IS FURTHER AGREED BY THE PARTIES:

1. AMENDMENTS. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

2. TERM AND TERMINATION. The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days advance written notice to all other parties.

3. NOTICES. To provide for consistent and effective communication between the parties, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this Agreement. The principal representatives for this Agreement are listed below.

As to Glynn County:

Cara Richardson, CMCP
Director, Glynn-Brunswick E911 Communications Center
157 Carl Alexander Way
Brunswick, Georgia 31525
Phone Number: (912) 279-2913
Facsimile: (912) 554-7878

As to JIA:

J. Dennis Gailey, III, Director of Public Safety
Jekyll Island Authority
100 James Road

Jekyll Island, Georgia 31527
Phone Number: 912-635-4000

4. REFUNDS. Should this Agreement be terminated for cause by the County, no refunds of the operational fees or any other payments will be made to JIA.

5. TOTALITY OF AGREEMENT. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary, or contradict this Agreement. No assignment or transfer of this Agreement or any right accruing hereunder shall be made in whole or in part by JIA without the express written consent of the County.

6. LEGALITY OF AGREEMENT. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate law or regulations, and the remainder of this Agreement shall not be affected but shall remain in full force and effect. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.

7. APPLICABLE LAW. Notwithstanding statutory exemptions or exclusions, JIA agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefore, including all issues relating to liability for taxes, licenses or fees levied by the State. JIA irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in a Georgia court, and the laws of the State of Georgia shall govern this Agreement.

(This space left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals as of the date written above in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original of this Agreement.

GLYNN COUNTY, GEORGIA:

WAYNE NEAL, CHAIRMAN
GLYNN COUNTY BOARD OF
COMMISSIONERS

Attest:

RONDA VAKULICH, COUNTY CLERK

Date _____

(Seal)

CITY OF BRUNSWICK, GEORGIA:

COSBY H. JOHNSON, MAYOR
CITY OF BRUNSWICK, GEORGIA

Attest:

Date _____

(Seal)

THE JEKYLL ISLAND-STATE PARK AUTHORITY:

MARK WILLIAMS, EXECUTIVE DIRECTOR
THE JEKYLL ISLAND-STATE PARK
AUTHORITY

Attest: _____

Date _____

(Seal)

EXHIBIT "A"
to the
GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES
BETWEEN
GLYNN COUNTY, GEORGIA
AND
THE JEKYLL ISLAND-STATE PARK AUTHORITY

ID	Date	Radio Type	Model	Model version	Serial Number	SEGARRN ID	Assigned to:	Badge/Position	Vehicle #/Aparatus
1	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0020	214461	1300		
2	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0013	214455	ENG-30A		
3	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0014	214456	CHIEF 2		
4	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0015	214457	ENG-31A		
5	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0016	214464	ENG-31B		
6	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0019	214460	Marshal 1		
7	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0021	214458	R30A		
8	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0022	214459	R30B		
9	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0017	214462	R31A		
10	2/9/24 13:10:00	Portable	APX 6000	BN	481CVT0018	214463	R31B		
11	2/9/24 13:10:00	Portable	APX 8000	BN	579CVH3561	214448	CHIEF 1		
12	2/9/24 13:10:00	Portable	APX 8000	BN	579CVH3560	214447	ENG-30B		
13	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0086	214449	CHIEF 1		
14	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0084	214450	ENG-30		
15	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVV0593	214615	ENG-31		
16	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0085	214451	ENG-32		
17	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0087	214454	JIFD STATION		
18	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0090	214452	R30		
19	2/9/24 13:10:00	Mobile	APX 6500	AN	527CVT0091	214453	R31		
20	2/9/24 13:10:00	Mobile	XTL 2500	AN	514CHF1575	214413	JEKYLL FIRE PATCH		
21	2/9/24 13:10:00	Mobile	APX 6500			271159	GSP PATCH		

EXHIBIT "B"

to the

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES
BETWEEN
GLYNN COUNTY, GEORGIA
AND
THE JEKYLL ISLAND-STATE PARK AUTHORITY**

Appendix D

Operating Costs Allocation

Glynn

Brunswick

9-1-1

A. General Cost Allocation Formula

The annual cost allocation for the support of the Joint Public Safety Communications Department (hereinafter referred to as "JPSCD") by the City of Brunswick and Glynn County shall be determined as described below.

1. The number of radios supported under the 800 MHz system used by the City of Brunswick and Glynn County shall be the determining factor in the cost allocation equation. The equation shall be calculated as follows:

$$(A/C) (Z) + (B/C) (Z) = (Z)$$

where

A= the number of radios supported under the 800MHz system used by the City of Brunswick and supported by JPSCD

B= the number of radios supported under the 800MHz system used by Glynn County and supported by JPSCD

C= the total number of radios supported under the 800MHz system, less the number of radios that are used by the Glynn County Board of Education and the Georgia State Patrol

Z= the net basic cost budget approved for the JPSCD by the Brunswick City Commission and the Glynn County Board of Commissioners after the allocation of revenues set forth in the agreement.

2. In the event that other entities, except the Glynn County Board of Education and the Georgia State Patrol, are added to the system, these entities will participate in the operational costs of the 800 MHz system. The fee will be calculated by dividing the total number of radios by the total cost of the system. The operating cost allocation equation shall be:

$$(A/C) (Z) + (B/C) (Z) + (D/C) (Z) + \dots = (Z)$$

where

A, B, C, and Z are defined as in A.1

D, E, F etc.= the additional entities that are added to the 800 MHz system.

B. Procedures

1. The Director of the JPSCD shall report to the Oversight Committee the number of mobile and portable radio supported by the JPSCD on behalf of the City of Brunswick, Glynn County and other participating entities by the 15th day of October, January, April and July of each year. Should any party to this Agreement add or delete units at any time during a given quarter, that party shall pay the full amount for the quarter as determined by the cost allocation equations shown above. The proportion each entity pays shall be calculated annually for any fiscal year and the quarterly amounts totaled to determine each party's cost of support for the year.
2. Should the City of Brunswick, Glynn County and other participating entities wish to add radios to the system, the Director will evaluate the current capacity and future use and make a recommendation to the Oversight Committee on the requested expansion.
3. In accordance with section IV.F of this Agreement, any positive or negative payment discrepancies for a fiscal year shall be determined through the County's audit of the Department. Any monies to be paid or received by any party to this Agreement shall be paid or received within thirty (30) days of the date that the County Commission receives the audit report in a public meeting. Should a party to this agreement fail to pay or receive funds within this time frame, interest on that amount shall accrue monthly at a rate of one percent per month. In the case in which Glynn County owes money to the JPSCD to complete a fiscal year, interest shall be paid from the General Fund of Glynn County.

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES**

THIS AGREEMENT is made and entered into this 2nd day of July 2024, by and between **THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA BY AND ON BEHALF OF COLLEGE OF COASTAL GEORGIA** (hereinafter referred to as "CCGA" or the "College") and **GLYNN COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through its Board of Commissioners (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, Glynn County, Georgia, and the City of Brunswick have established the Joint Public Safety Communications Department (hereinafter referred to as the "JPSCD") and the JPSCD Oversight Committee by entering into an Agreement for a Joint Public Safety Communications Department (hereinafter the "JPSCD Agreement"); and

WHEREAS, the JPSCD provides radio coverage for police, fire and emergency medical services, as well as for other public and/or private entities whose services provide a benefit to the citizens of Glynn County and the City of Brunswick; and

WHEREAS, the JPSCD and the JPSCD Oversight Committee oversee the emergency 911 communications center (hereinafter the "E-911 Center") serving Glynn County and the City of Brunswick; and

WHEREAS, the County and CCGA entered into an agreement in June 2018 through which the County agreed to provide CCGA with dispatch and call-taking services through the JPSCD E-911 Center using the JPSCD Public Safety Communications System (hereinafter sometimes referred to as the "System" or the "800 MHz System"), the term of which agreement extended from July 1, 2018 through June 30, 2019; and

WHEREAS, the County and CCGA subsequently entered substantially the same agreement in July 2019, August 2020, June 2021, and April 2023, with the term of the most recent agreement extending from July 1, 2023 through June 30, 2024 (the "Prior Agreement"); and

WHEREAS, permanent records of calls and events will continue to be recorded and maintained by the JPSCD utilizing Computer Aided Dispatch (hereinafter "CAD"); and

WHEREAS, the parties desire to enter into an agreement for JPSCD to continue to provide CCGA with dispatch and call-taking services as outlined in this Agreement.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the parties hereto do mutually agree as follows:

A. CCGA AGREES:

1. CCGA shall be responsible for the cost of acquiring, maintaining, replacing, and programming its own radio equipment and any equipment necessary to operate on the JPSCD's 800 MHz System. CCGA's purchase of radio equipment must first be approved by Motorola, Inc., the County's radio system engineer, and the JPSCD prior to the purchase of said equipment. The JPSCD must approve of the radios, related radio equipment, and radio call signs to be used by CCGA before CCGA may use them.

2. CCGA's use of the County's System will not result in any additional equipment costs to the JPSCD, the City of Brunswick, or the County.

3. Programming, servicing, and/or repairing of the radios and equipment used by CCGA shall, upon the request of and at the expense of CCGA, be performed by JPSCD personnel or vendors authorized by JPSCD and in a manner approved by JPSCD.

4. There shall be no more than thirteen (13) radio units of CCGA connected to the System. These units shall include only those radios set forth in Exhibit "A", which is attached hereto and incorporated herein by reference, or replacements of those radios as permitted in Paragraph A.5. below. Any request to add additional radios and/or equipment by CCGA must be submitted in writing to the Glynn-Brunswick 911 Center Director and is subject to the approval of the JPSCD, prior to the addition of such radios and/or equipment to the System. If the JPSCD approves the addition of radios and/or equipment, the formula in the JPSCD Agreement's Appendix "D", Operating Cost Allocation, attached hereto as Exhibit "B" and incorporated herein by reference, shall

determine the cost for said additional services. All costs for additional services shall be paid as pursuant to Paragraph A.7. below.

5. CCGA shall submit a list of the serial numbers for all radios utilizing the services set forth herein and shall notify the JPSCD if there are any changes in CCGA's radio inventory, including but not limited to equipment that is out of service due to extensive damage or upgrade.

6. CCGA agrees to abide by all Federal Communications Commission ("FCC") promulgated rules and regulations regarding public safety radio transmissions as set forth in the FCC licenses.

7. In accordance with Appendix D, Operating Costs Allocation, attached hereto as Exhibit "B", CCGA shall pay to the County an Operating Cost Fee for the services provided under this Agreement. The Operating Cost Fee for the College shall be its proportion of the JPSCD's annual cost based on the number of radios supported under the System used by the College, as calculated through the equation established in Exhibit "B". CCGA shall pay said Operating Cost Fee in quarterly installments, with each installment being due and payable within thirty (30) days of the date of the invoice provided by the County. Payments shall be made payable to the Glynn County Board of Commissioners and forwarded to:

Glynn County Finance Department
1725 Reynolds Street, 3rd Floor
Brunswick, Georgia 31520

Failure to pay within ten (10) days of late notice may result in cancellation of the service and immediate termination of this Agreement by the County for cause. Said payments will be distributed by the County in accordance with Section IV., titled "Finance", of the JPSCD Agreement.

8. Should interference or problems arise because of CCGA's use of the JPSCD's 800 MHz System, CCGA shall be required to discontinue or modify its use of the System. Such discontinuance or modification shall be done immediately after notification by the

JPSCD of interference or System problems. If CCGA fails to rectify the problem within one (1) hour of notification, the JPSCD may discontinue or modify CCGA's use of the System. In order to prevent any potential interferences, CCGA shall, in JPSCD's discretion, follow JPSCD's directions to switch all CCGA radios to an alternate channel and maintain communications on said channel until all activities at the emergency scene are concluded.

B. THE COUNTY AGREES:

Upon qualification of CCGA for the services as outlined in Section A above, Glynn County shall provide CCGA with the police dispatch and call-taking services of the JPSCD E-911 Center and shall use its best efforts to provide the communications capacity needed for the services outlined herein.

C. IT IS FURTHER AGREED BY THE PARTIES:

1. AMENDMENTS. No change, alteration or amendment of this Agreement may be made except by the written consent of both parties.

2. TERM AND TERMINATION. The term of this Agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025. This Agreement may be terminated by either party, with or without cause, upon ninety (90) days advance written notice to all other parties.

3. NOTICES. To provide for consistent and effective communication between the parties, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this Agreement. The principal representatives for this Agreement are listed below.

As to Glynn County:

Cara Richardson, CMCP
Director, Glynn-Brunswick E911 Communications Center
157 Carl Alexander Way
Brunswick, Georgia 31525
Phone Number: (912) 279-2913
Facsimile: (912) 554-7878

As to CCGA:

Daniel Floyd

Interim Director/Chief of Police, College of Coastal Georgia

One College Drive

Brunswick, Georgia 31520

Phone Number: (912) 279-5819

Facsimile: (912) 262-2395

4. REFUNDS. Should this Agreement be terminated for cause by the County, no refunds of the operational fees or any other payments will be made to CCGA.

5. TOTALITY OF AGREEMENT. This Agreement constitutes the final and complete agreement and understanding between the parties regarding the subject matter hereof. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provisions or term of this Agreement if they alter, vary, or contradict this Agreement. No assignment or transfer of this Agreement or any right accruing hereunder shall be made in whole or in part by CCGA without the express written consent of the County.

6. LEGALITY OF AGREEMENT. Should any term, provision or other part of this Agreement be declared illegal or unenforceable, it shall be excised or modified to conform to the appropriate law or regulations, and the remainder of this Agreement shall not be affected but shall remain in full force and effect. A waiver by either party of any breach of the provisions hereof shall not be deemed a waiver of any succeeding breach of such provision or any other provision of this Agreement.


7. APPLICABLE LAW. Notwithstanding statutory exemptions or exclusions, CCGA agrees to subject itself to the jurisdiction and process of the Courts of the State of Georgia as to all matters and disputes arising or to arise under this Agreement and the performance therefore, including all issues relating to liability for taxes, licenses or fees levied by the State. CCGA irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this Agreement, shall be brought in any court in Glynn County, Georgia, and the laws of the State of Georgia shall govern this Agreement. CCGA, by the execution and delivery of this Agreement,

expressly and irrevocably assents to and submits to the personal jurisdiction of any court in Glynn County, Georgia, and in any said action or proceeding. CCGA hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-conveniens or any similar basis.

(This space left intentionally blank; signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals as of the date written above in two (2) counterparts, each of which shall without proof or accounting for the other counterparts be deemed an original of this Agreement.

GLYNN COUNTY, GEORGIA:

DocuSigned by:

CA9B1FAA87E64F1

WAYNE NEAL, CHAIRMAN
GLYNN COUNTY BOARD OF
COMMISSIONERS

7/19/2024
Date _____

Attest:
DocuSigned by:

A6592A0E84E945E

RONDA VAKULICH, COUNTY CLERK



(Seal)

CITY OF BRUNSWICK, GEORGIA:

COSBY H. JOHNSON, MAYOR
CITY OF BRUNSWICK
BOARD OF COMMISSIONERS

Date _____

Attest:

(Seal)


COLLEGE OF COASTAL GEORGIA:



MICHELLE HAM, VICE PRESIDENT
OF BUSINESS AFFAIRS

Date 7/2/24

Denise Payne
Notary Public
Glynn County, GA
My Comm. Expires
04/18/2028

Attest:


(Seal)

EXHIBIT "A"

to the

**GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES
BETWEEN
GLYNN COUNTY, GEORGIA
AND
COLLEGE OF COASTAL GEORGIA**

IP	AGENCY	Radio Type	Model	Model version	Serial Number	SECARRN ID	Assigned to	Badge/Position	Vehicle #/ Apparatus
1	CCGA	PORTABLE	APX 6000LI	AN	755CQH0013	214299		300	
2	CCGA	PORTABLE	APX 6000LI	AN	755CPT0731	214294	Floyd, Daniel	301	
3	CCGA	PORTABLE	APX 6000LI	AN	481CTP4296	214390	Myles, Robert	303	
4	CCGA	PORTABLE	APX 6000LI	AN	755CQH0014	214298	Thompson, John	304	
5	CCGA	PORTABLE	APX 6000LI	AN	755CQH0015	214302	Jackson, William	308	
6	CCGA	PORTABLE	APX 6000LI	AN	755CPT0734	214296	Cochran, Jordan	312	
7	CCGA	PORTABLE	APX 6000LI	AN	755CPT0733	214292	Bargeron, Justin	313	
8	CCGA	PORTABLE	APX 6000LI	AN	755CGH0011	214297	Jackson, Adam	314	
9	CCGA	PORTABLE	APX 6000LI	AN	755CQH0012	214310	Martinez, Leonor	316	
10	CCGA	PORTABLE	APX 6000LI	AN	755CPT0735	214295	Spare		
11	CCGA	PORTABLE	APX 6000LI	AN	755CPT0732	214299	Spare		
12	CCGA	PORTABLE	APX 6000LI	AN	755CQH00165	214301	Spare		
13	CCGA	PORTABLE	APX 6000LI	AN	481CTP4295	214391	Spare		

EXHIBIT "B"
to the
GLYNN-BRUNSWICK 911
SERVICES AGREEMENT FOR EXTERNAL ENTITIES
BETWEEN
GLYNN COUNTY, GEORGIA
AND
COLLEGE OF COASTAL GEORGIA

Glynn

9-1-1

Brunswick

Appendix D Operating Costs Allocation

A. General Cost Allocation Formula

The annual cost allocation for the support of the Joint Public Safety Communications Department (hereinafter referred to as "JPSCD") by the City of Brunswick and Glynn County shall be determined as described below.

1. The number of radios supported under the 800 MHz system used by the City of Brunswick and Glynn County shall be the determining factor in the cost allocation equation. The equation shall be calculated as follows:

$$(A/C) (Z) + (B/C) (Z) = (Z)$$

where

A= the number of radios supported under the 800MHz system used by the City of Brunswick and supported by JPSCD

B= the number of radios supported under the 800MHz system used by Glynn County and supported by JPSCD

C= the total number of radios supported under the 800MHz system, less the number of radios that are used by the Glynn County Board of Education and the Georgia State Patrol

Z= the net basic cost budget approved for the JPSCD by the Brunswick City Commission and the Glynn County Board of Commissioners after the allocation of revenues set forth in the agreement.

2. In the event that other entities, except the Glynn County Board of Education and the Georgia State Patrol, are added to the system, these entities will participate in the operational costs of the 800 MHz system. The fee will be calculated by dividing the total number of radios by the total cost of the system. The operating cost allocation equation shall be:

$$(A/C) (Z) + (B/C) (Z) + (D/C) (Z) + \dots = (Z)$$

where

A, B, C, and Z are defined as in A.1

D, E, F etc.= the additional entities that are added to the 800 MHz system.

B. Procedures

1. The Director of the JPSCD shall report to the Oversight Committee the number of mobile and portable radio supported by the JPSCD on behalf of the City of Brunswick, Glynn County and other participating entities by the 15th day of October, January, April and July of each year. Should any party to this Agreement add or delete units at any time during a given quarter, that party shall pay the full amount for the quarter as determined by the cost allocation equations shown above. The proportion each entity pays shall be calculated annually for any fiscal year and the quarterly amounts totaled to determine each party's cost of support for the year.
2. Should the City of Brunswick, Glynn County and other participating entities wish to add radios to the system, the Director will evaluate the current capacity and future use and make a recommendation to the Oversight Committee on the requested expansion.
3. In accordance with section IV.F of this Agreement, any positive or negative payment discrepancies for a fiscal year shall be determined through the County's audit of the Department. Any monies to be paid or received by any party to this Agreement shall be paid or received within thirty (30) days of the date that the County Commission receives the audit report in a public meeting. Should a party to this agreement fail to pay or receive funds within this time frame, interest on that amount shall accrue monthly at a rate of one percent per month. In the case in which Glynn County owes money to the JPSCD to complete a fiscal year, interest shall be paid from the General Fund of Glynn County.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “**Agreement**”) is made and entered into as of the 1st day of August, 2024 (the “**Effective Date**”), by and between **THE CITY OF BRUNSWICK, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its Mayor and Board of Commissioners, (the “**City**”), and **St. Mark’s Towers Preservation, LP**, a Georgia limited partnership (“**Developer**”).

WITNESSETH:

WHEREAS, the City entered into that certain Community Development Block Grant – Disaster Recovery Affordable Multifamily Rehabilitation Program Subrecipient Agreement with the Georgia Department of Community Affairs (“**DCA**”) on or about November 2, 2023, attached hereto as Exhibit A (the “**Subrecipient Agreement**”), wherein the DCA made \$6,000,000 in Community Development Block Grant – Disaster Recovery (“**CDBG-DR**”) available to the City (the “**Grant Funds**”) for the rehabilitation of affordable multifamily housing under the DCA’s Action Plan; and

WHEREAS, DCA has determined that it is beneficial to the health and welfare of the citizens of the City for the housing development known as St. Mark’s Towers, a 150-unit multifamily housing development for seniors located in the most impacted and distressed area of the City (the “**Project**”), to be rehabilitated using the Grant Funds;

WHEREAS, the Project is owned by Developer; and

WHEREAS, the City and Developer enter into this Agreement to facilitate the completion of the Project, which sets forth the duties and obligations of the Parties during the construction phase of the Project; and

WHEREAS, the City and Developer desire to enter into this Agreement to memorialize the terms and conditions of the proposed redevelopment, construction, equipping, leasing and operation of the Project as contemplated herein.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City and Developer agree as follows:

ARTICLE I **APPROVALS**

Section 1.1 **City Approvals.** As a condition precedent to all obligations of Developer and the City contained herein, the City covenants and agrees that:

(a) **City Approvals.** The City has held all public meetings and performed all obligations required to authorize the use of the Grant Funds, the execution of the Subrecipient Agreement, and the entering into of this Agreement. Specifically, the City has conducted a Request for Proposals for a construction contractor (the “**Procurement Process**”) to perform the work described on Exhibit B of the Subrecipient Agreement (the “**Work**”), a copy of which is attached hereto. The Procurement Process resulted in the selection of a properly licensed and bonded contractor for performance of the Work (the

“General Contractor”). The City covenants and agrees that the Procurement Process has been properly and diligently completed, and there is no deficiency in such process that would prevent the Developer from entering into the Construction Contract with the General Contractor.

(b) Effect of Approval. The City shall enter into all necessary approvals and consents authorizing the transactions contemplated herein and deliver reasonable evidence of the same to Developer.

Section 1.2 Availability of Funds. Under the terms of the Subrecipient Agreement, DCA will issue payments to the City for the reimbursement of eligible expenses related to the Project. Eligible expenses shall be deemed to include those expenses related to the Work described on Exhibit B, consistent with the Subrecipient Agreement, federal statutes, regulations and the terms and conditions of DCA’s federal award and subject to the approval of the City, directly or through the DCA. The City agrees to provide funds from DCA to the Contractor, following approval from the Developer (or to the Developer as reimbursement, at the Developer’s direction if the Developer provides written evidence of its payment to the Contractor, pending receipt of Grant Funds), provided, such request has been approved by the City and DCA through the Draw Procedure detailed in section 7.2. Developer agrees that any work to be performed in excess of the total amount of the Grant Funds, or outside the scope of the Work described on Exhibit B shall not be considered an eligible expense and must be paid by Developer. Such work or expense shall not be subject to the terms of this Agreement. The City shall not enter into any other agreement or commitment related to the Grant Funds without Developer’s prior written consent.

ARTICLE II DEFINITIONS

Certain capitalized terms used in this Agreement shall have the meanings specified below:

“**Agreement**” has the meaning set forth in the preamble.

“**Approval**” means the written agreement of a party hereto that it concurs with a particular requirement contained herein. Except as otherwise specifically addressed herein, a party’s approval or consent to any matter shall not be unreasonably withheld, conditioned or delayed.

“**Approved Budget**” means the budget attached hereto as Exhibit D, as the same may be modified or amended from time to time in accordance with the terms of this Agreement, setting forth the Project Costs for the Work that have been approved by Developer; provided, if changes to the Approved Budget are approved in accordance with Section 4.2, the changes shall be appended to Exhibit D attached hereto. The Approved Budget shall include all necessary site work serving the Project Site.

“**Approved Change**” means any change to the Approved Budget, the Work, or the Approved Schedule effected in accordance with the terms of this Agreement.

“**Approved Schedule**” means the critical path schedule for the Work, as the same may be amended or modified from time to time in accordance with the terms of this Agreement, attached hereto as Exhibit E.

“**Change Order**” has the meaning set forth in Section 7.6(a).

“Complete” or **“Completed”** or **“Completion”** means, with respect to the Project as a whole, that (i) all Work necessary to fully construct and complete the Project in accordance with the Construction Contract and the terms of this Agreement, including Punch List Items, shall have been fully and finally executed, completed and delivered, (ii) a certificate of occupancy (or local equivalent) shall have been issued by the appropriate Governmental Authority, (iii) the General Contractor and all subcontractors, sub-subcontractors and materialmen providing services and materials to the Project shall have delivered final lien waivers to Developer, and (iv) all other required final approvals of the Project shall have been issued by Planning Authorities. The City shall have no Completion obligations in excess of the City Funding Cap.

“Construction Contract” means the Standard Form of Agreement between the Developer and General Contractor (AIA Document A101-2017) to be entered into by the Developer and the General Contractor, as the same may be amended, modified, supplemented or restated.

“Contracts” mean, collectively (i) the Construction Contract, (ii) all Change Orders, (iii) all other written contracts or agreements which the Developer enters into for the Work, and (iv) all written amendments or modifications to any of the foregoing.

“City” has the meaning set forth in the preamble.

“City Funding Cap” means the aggregate amount of the Grant Funds, net of administrative fees to be used by the City in the amount of \$25,000.

“City Representative” has the meaning set forth in Section 3.2.

“Date of Commencement of Work” means the date upon which the Notice to Proceed is issued to the General Contractor for the Project pursuant to Section 6.1 below.

“Developer” has the meaning set forth in the preamble, and any approved assignee permitted hereunder.

“Developer Representatives” has the meaning set forth in Section 3.2.

“Effective Date” has the meaning set forth in the preamble.

“Force Majeure” has the meaning set forth in Section 10.17.

“General Contractor” means that person that was selected pursuant to the Procurement Process and is responsible for the Work pursuant to the Construction Contract.

“Governmental Authority” means any governmental or quasi-governmental entity having jurisdiction over the Project or over the Work.

“Land Records” has the meaning set forth in the recitals.

“Laws” mean all applicable federal, state and local laws, codes, ordinances and orders.

“Notice to Proceed” means the notice to proceed with the Work to be given to General Contractor pursuant to the Construction Contract.

“Permits” mean all permits, licenses and approvals necessary to rehabilitate and occupy the Project, as the case may be, including (i) all approvals required or necessitated by any Planning Authority, and (ii) all approvals under any Contract. Without limitation, the term “Permits” shall include all required permits for the construction and use of utilities, and drainage facilities, but shall exclude permits for specific facility operating licenses needed by Developer to conduct its business operations. The parties anticipate that the required Permits may be obtained in stages to facilitate the progress of the Project while final building permits are being reviewed and obtained.

“Person” means any individual, corporation, limited liability company, partnership (general or limited), joint venture, association, joint stock company, trust, government or any agency or political subdivision thereof, other business entity, or other organization recognized at law.

“Plans” means the plans for the Work previously submitted to and approved by the City and the Developer, as the same may be amended or modified from time to time by the Developer and with the consent of the City, which consent shall not be unreasonably, withheld, conditioned, or delayed.

“Planning Authorities” means all Governmental Authorities, and any other Person with approval rights over any aspect of the Project.

“Prevailing Party” has the meaning set forth in Section 10.11.

“Progress Meeting” has the meaning set forth in Section 7.2.

“Project” means the remediation and rehabilitation of the St. Mark’s Towers development and related site improvements, as shown on Exhibit B, and all other ancillary improvements or facilities described in the Construction Contract.

“Project Costs” means all costs or expenses of any kind or character necessary to perform the Work and Complete the Project, provided that the City’s obligations shall be limited to the City Funding Cap.

“Project Site” means the land on which the Project is located, as described on Exhibit C attached hereto.

“Punch List Items” shall mean such minor items of purely cosmetic nature which are incomplete following Substantial Completion and which, individually or collectively, do not adversely affect Developer’s ability to occupy the Project for the conduct of normal business operations. The Developer shall cause all Punch List Items to be corrected and/or otherwise completed within thirty (30) days following Substantial Completion of the Project.

“Substantial Completion” or **“Substantially Completed”** with respect to completion of the Project means that (i) all Work other than Punch List Items shall be complete, (ii) a certificate of substantial completion shall have been issued with respect to the Project, (iii) a certificate of occupancy (or local equivalent) shall have been issued by the appropriate Governmental Authority, (iv) all other required final approvals of the Project shall have been issued by Planning Authorities, and (v) such additional items as may be required under the Construction Contract for Substantial Completion (as defined in the Construction Contract) have occurred, to the extent such items were approved, or deemed approved, by Developer in connection with its approval of the Construction Contract.

“**Total Project Cost**” shall mean those Project Costs which are actually incurred by the Developer pursuant to the Approved Budget, as amended or supplemented pursuant to the terms of this Agreement through Completion of the Project.

“**Work**”, whether or not capitalized, means all labor, materials, fixtures, equipment, appliances, tools, knowledge, know-how, expertise, coordination, supervision, sequencing and other construction services necessary to Complete the Project in compliance with this Agreement.

ARTICLE III **PRE-CONSTRUCTION**

Section 3.1 Pre-Construction Activities and Documentation. Following the satisfaction in full of the City approvals set forth in Article I, the City and Developer agree to take the following actions, in the following order to the extent practical or advisable, and to use commercially reasonable efforts to satisfy each action item within the timeline described herein:

(a) **Construction Contract.** The Developer shall promptly enter into the Construction Contract with the General Contractor who prepared the selected proposal under the Procurement Process. The City shall not accept any other proposal or otherwise enter into any Construction Contract for the Project.

(b) **Contracts.** The Developer shall deliver, promptly upon execution, copies of all contracts related to the Project or the Work to the City.

Section 3.2 Representatives. Developer and the City appoint the following representatives:

“**Developer Representatives**”: means James Carmichael or such other Developer Representative as James Carmichael may designate from time to time.

“**City Representatives**”: means Tim Nelson, Capital Projects Manager for the City, or such other Developer Representative as the City may designate from time to time.

Except for Notices, such representatives shall be the primary contact points for the respective parties, and all day-to-day communication regarding the Project shall be directed to such individuals. Either party may substitute another representative by written Notice to the other party.

ARTICLE IV **PROJECT COST AND ADJUSTMENTS TO APPROVED BUDGET**

Section 4.1 Responsibility for Project Costs. The Developer shall not materially modify the Work to be undertaken without the prior consent of the City. Developer shall be responsible for all Project Costs in excess of the City Funding Cap.

Section 4.2 Changes to Approved Budget. Except as provided herein, the Approved Budget may not be changed other than pursuant to an Approved Change.

Section 4.3 Reallocation of Certain Line Items. The Developer shall develop and Complete the Project in accordance with the Plans and Approved Budget, except that the Developer shall have the right to reallocate any cost savings actually achieved in any hard-cost line item of the Approved Budget

to cover any cost overruns actually incurred in any other hard-cost line item in the Approved Budget provided that such item is an eligible expense and with the City's reasonable approval, which approval shall not be withheld unless such reallocation would violate the CDBG-DR program requirements. Notwithstanding the foregoing, the Developer shall not determine to use any materials of lesser quality than initially approved in the Plans by the City, without the prior consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE V **CONSTRUCTION**

Section 5.1 **City's Completion Agreement.** The Developer shall cause the Project to be Completed in a good and workmanlike manner in strict accordance with the Plans, within the time of the Approved Schedule, for costs not in excess of the amounts set forth in the Approved Budget, in accordance with all Permits, Contracts, Laws, and requirements of all Planning Authorities, and free and clear of liens or claims for liens for material supplied and for labor or services performed in connection with such construction.

Section 5.2 **Correction of Defects.** The Developer shall, at no additional cost to the City, cause the correction of any material defect in the Project.

Section 5.3 **Risk of Loss; Insurance.**

(a) All risk of loss or damage to the Project shall be retained by the Developer. Upon the occurrence of any material loss or damage to the Project which would reasonably be expected to have an impact on the Approved Schedule, the parties will negotiate in good faith to determine and implement such changes to the Approved Schedule as may be reasonable under the circumstances.

(b) From the commencement of construction until the Completion of the Project, and during any period in which re-construction, alteration or other construction activity by the Developer is occurring on the Project Site, the Developer, at its sole expense, shall maintain or cause the General Contractor to maintain builder's risk insurance covering the construction of the Project in an amount not less than the full insurable value of the Project, and materials supplied in connection with the Project. The Developer or the General Contractor shall furnish to the City evidence of coverage and any renewals or replacements of this insurance. The City shall be named as an additional insured under this policy up to the amount of the City Funding Cap.

(c) In addition to builder's risk insurance, from the commencement of construction until the Completion of the Project, and during any period in which re-construction, alteration or other construction activity by the Developer is occurring on the Project Site, the Developer shall maintain or cause its contractors to maintain, general liability and other types of insurance reasonably satisfactory in form and content to the City and insuring Developer and the City against all hazards normally insured against in the construction of projects similar to the Project.

Section 5.4 **Record Drawings and Other Deliverables.** The Developer shall cause the General Contractor to maintain at the Project Site for review by the City and Developer one (1) record copy of all drawings, specifications, addenda, Contracts and Change Orders, in good order and marked currently to record all changes made during construction, and approved shop drawings, product data and samples, all of which the General Contractor shall deliver to Developer upon completion of the Project.

Developer agrees to provide, or cause to be provided, any and all documents required by the City to comply with the terms of the Subrecipient Agreement.

Section 5.5 **Warranty.** The Construction Contract shall include the warranty stated in Section 3.5 of the AIA Document A201-2017, which shall run to the benefit of both the City and Developer.

ARTICLE VI

CONSTRUCTION SCHEDULE

Section 6.1 **Schedule.** Upon (a) the Developer's receipt of all then-necessary Permits, and (b) the execution of all Contracts releasing the General Contractor to commence work, the Developer shall promptly issue the Notice to Proceed for the Project to the General Contractor, unless the parties agree otherwise.

Section 6.2 **Weather Delays.** The parties will measure the delays for the Project caused by such periods of adverse weather activity by use of the record keeping of the General Contractor at the Project Site. The Developer shall require the General Contractor to notify Developer, no less frequently than monthly, of the loss of any portion of a workday resulting from adverse weather. The Developer shall notify the City if it anticipates that any such loss will likely cause a delay in the Substantial Completion of the Project.

Section 6.3 **Unavailable Materials.** If the Developer, without fault or delay of its own, is unable to obtain a material to be included in the Project in a timely fashion, then the Developer, in coordination with the General Contractor, shall select a substitute material of equal or better quality and appearance and at equal or lesser cost than contemplated in the Construction Contract; provided that if such substitution constitutes a Change Order, the Approval of such substitution shall be governed by Section 7.6.

ARTICLE VII

OVERSIGHT, PROGRESS MEETINGS, APPROVALS AND CHANGES

Section 7.1 **Developer Responsibility.** The City acknowledges and agrees that Developer shall have the right and authority to execute, carry out, monitor and supervise the design and construction of the Project in accordance with the terms hereof notwithstanding the source of funding for such Work. The City and DCA and their respective agents, employees, contractors and invitees reserve the right to enter upon the Project during construction to perform periodic on-site monitoring of the compliance of the Developer with the terms and conditions of this Agreement and the requirements of the CDBG-DR program, and of the adequacy and timelines of the Developer's performance under this Agreement. If the City has good cause to believe that the Work is not being done in accordance with applicable laws, including the CDBG-DR program requirements, then the City shall notify the Developer that corrective action should be undertaken. The Developer shall initiate efforts to cure such deficiencies within 30-days, and thereafter continue with diligence efforts to cause such deficiencies to be corrected. If the Developer does not initiate cure efforts within 30-days, and continue with diligence efforts to cause such deficiencies to be corrected, then the City may impose additional conditions on the Developer and the Developer's use of CDBG-DR funds consistent with 2 CFR 200.207.

Section 7.2 **Draw Procedure.** Based on requests for payment from the Contractor, which shall be provided to the Developer and with a copy to the City Representative, the Developer shall, no more than once per month, submit a draw application to the City containing documentation, including a report

showing the percentage of completion of the Project, from the General Contractor of amounts owed for work performed and materials incorporated into the Project. Such requests must evidence eligible activities under the CDBG-DR program. Draw applications submitted to the City for payment are subject to the inspection and confirmation of City staff that the Work is completed and materials purchased are present in conformance with the Agreement; provided, the City staff shall be commercially reasonable in such inspection and confirmation. The City may approve requests for advanced pre-purchase payments for materials based on invoices, to be confirmed after materials are purchased. Following inspection and confirmation by City staff, and payment approval from the Developer, the City shall have ten (10) business days to submit the request for payment to DCA for its review and approval or to otherwise notify the Developer of any missing information necessary to approve such request. Failure of the City to timely respond to a draw application submitted by the Developer as final shall be considered approval of such request, at which point DCA will undertake its review and approval. Following DCA's approval and payment of the draw request, the City shall have three (3) business days from the City's receipt of payment from DCA to provide payment to the Contractor for the Work completed (or to the Developer, as provided in Section 1.2, for reimbursement of payment to the Contractor, pending receipt of Grant Funds). The City may also, at its discretion, decide to pay the General Contractor, with the approval of the Developer, the amount requested prior to submitting the City's request for reimbursement to DCA.

Section 7.3 Progress Meetings. The City's Representatives, Developer's Representatives, and the General Contractor shall meet at least every other week (each, a "**Progress Meeting**") with an agenda prepared in advance by Developer. Progress Meeting participants shall update the other participants on the status of the Project, and the parties shall endeavor to make any decisions relating to the Approved Schedule, the Approved Budget or the Contracts necessary or appropriate in accordance with this Agreement. Developer shall take minutes of each meeting and distribute at or before each meeting copies of the minutes of the preceding meeting. Meetings may be held and attended by telephone, by teleconference, video or web conference, or in person.

Section 7.4 Revisions. If the parties agree at any Progress Meeting on changes, which require both the City's and Developer's approval, to or refinements of the Approved Schedule, the Approved Budget or the Contracts, the Developer's Representatives and the City's Representatives shall so revise, or cause to be revised, the relevant item, except that no such change shall be final until each of the City and Developer initials or signs the written change on the revised Approved Budget, the revised Approved Schedule, or Contract, as applicable. If City's Representatives do not attend a Progress Meeting in person, then any changes or refinements shall be submitted to City for its review and approval within five (5) business days after the Progress Meeting and the City shall have five (5) business days thereafter to approve or object to the same in writing. If no response is provided by City at the conclusion of such five (5) days period, then such change or refinement shall be deemed to be an affirmative approval by the City of such change or refinement.

Section 7.5 Deviation from Work. The Developer shall not knowingly permit any deviation in the scope of the Work unless the same is first approved by the City, as provided in this Agreement. Except for (a) limited rights to reallocate between line items in the Approved Budget as permitted under Section 4.3, (b) certain Change Orders permitted without the City's Approval pursuant to Section 7.6(b), or (c) as otherwise provided herein, the Developer shall not deviate nor permit any deviation from either the Approved Budget or the Work to be performed under the Contracts without a Change Order.

Section 7.6 Change Orders.

(a) **Change Orders with Developer Approval.** Except as permitted pursuant to Section 7.6(b) below, the Developer will not permit the performance of any Work pursuant to any change in the Construction Contract unless the same is in the form of AIA Document G-701-2017 (each such change, a “**Change Order**”), executed by the Developer, and General Contractor in accordance with the terms of the Construction Contract and approved in writing in advance by the City, in its reasonable discretion, as provided in this Agreement.

(b) **Change Orders without City Approval.** Notwithstanding Section 7.6(a), the Developer may authorize any Change Order without City’s prior approval if in the Developer’s reasonable discretion, the failure to promptly approve and implement such Change Order presents an immediate risk of material damage or loss to either the Developer or the Project; provided, however, Developer shall as promptly as possible notify the City and DCA of the need for such Change Order and the parties shall cooperate in good faith in the implementation of the same; provided, notwithstanding anything to the contrary herein, any costs for the Project or Work exceeding the Grant Funds shall be borne by the Developer.

ARTICLE VIII ENFORCEMENT

Section 8.1 Remedies. The parties shall be entitled to enforce this Agreement through the exercise of any right or remedy available hereunder, at law or in equity including, without limitation, the right to seek injunctive relief, the right to seek specific performance of this Agreement, and the right to seek monetary damages, subject to Section 8.2.

Section 8.2 Limitation of Liability.

(a) To the extent allowed by law, each party to this Agreement shall be liable to the other party hereto only for actual direct damages to such other party and in no event shall either party be liable for any special, consequential or punitive damages.

(b) The liability of Developer to the City for any default by Developer under this Agreement shall be limited to the interest of Developer in the Project Site. The City agrees to look solely to Developer’s interest in the Project Site for the recovery of any judgment against Developer, and neither (i) Developer nor Developer’s officers, directors, employees and/or agents, (ii) nor any now existing, or hereafter existing, mortgagee of the Project Site or any successor of any such mortgagee, including but not limited to, by assignment or foreclosure, shall be personally liable for any such judgment. Any such judgment and/or lien created by such judgment shall be subject and subordinate to any mortgage lien of record priority on the Project Site.

(c) The liability of the City to Developer for any default by the City under this Agreement shall be limited to the City Funding Cap as it may exist from time to time. Developer agrees to look solely to the City up to the amount of the City Funding Cap for the recovery of any judgment against the City, and the City’s officers, directors, employees and agents shall not be personally liable for any such judgment.

ARTICLE IX DISPUTE RESOLUTION

Section 9.1 Mediation.

(a) Condition Precedent. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of repose or limitations.

(b) Rules. The parties shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a lien or a complaint in litigation but, in such event, mediation shall proceed in advance of any lien foreclosure or legal or equitable proceedings, which shall be stayed pending mediation.

(c) Joinder. A mediation pursuant to this Section may be joined with a mediation involving common issues of law or fact between the City and any Person with whom the City has a contractual obligation to mediate disputes. No other mediation arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional Person not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by Developer, the City, and any other Person sought to be joined. Consent to mediation involving an additional Person shall not constitute consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a Person not named or described therein. The foregoing agreement to mediation with an additional Person duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

Section 9.2 Litigation. In the event the parties are unable to reach agreement through mediation conducted over a period of at least two (2) days, either party may proceed to litigation or other available remedies. Each party consents to the personal jurisdiction of the federal and state courts located in the State of Georgia, waive any argument that such a forum is not convenient and agrees that any litigation relating to this Agreement shall have venue in the Federal District Court for the applicable District of Georgia, and they do hereby submit to the jurisdiction of such court regardless of their residence or where this Agreement or any other instrument may be executed.

Section 9.3 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE, INCLUDING BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES, THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATION. EACH PARTY HEREBY ACKNOWLEDGES THAT SUCH PARTY IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY.

ARTICLE X
MISCELLANEOUS

Section 10.1 Notices. All notices, consents, approvals and other communications (collectively, “**Notices**”) that may be or are required to be given by either Developer or the City under this Agreement shall be properly made only if in writing and sent to the address of Developer or the City, as applicable, set forth below, as the same may be modified in accordance herewith, by hand delivery, United States mail (as registered or certified mail) or nationally recognized overnight delivery service.

If to the City:	City of Brunswick, Georgia 601 Gloucester St. Brunswick, GA 31520 Attention: Tim Nelson tnelson@cityofbrunswick-ga.gov
with a copy to:	McQuigg, Smith & Corry, LLC 1612 Newcastle Street, Suite 211 Brunswick, Georgia 31520 Attention: Brian Corry brian@msclawga.com
If to the Developer:	St. Mark’s Towers Preservation, LP c/o its general partner, Housing Preservation, Inc. 795 Ridgelake Boulevard, Suite 300 Memphis, TN 38120 415.572.4511 Cell James.Carmichael@ST-Residential.com
With a copy to:	Baker, Donelson, Bearman, Caldwell & Berkowitz, PC One Eastover Center 100 Vision Drive, Suite 400 Jackson, MS 39211 Attn: H. Lee Hill II lhill@bakerdonelson.com

Either party may change its address for Notices by giving written notice to the other party in accordance with this provision. Notices shall be deemed received: (i) if sent by hand or overnight delivery service, on the date of delivery; and (ii) if sent by United States mail (as registered or certified mail), five (5) days after the date of deposit. The refusal to accept delivery shall constitute acceptance.

Section 10.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their heirs, executors and administrators and permitted successors and assigns; provided that, except as it relates to Assignee, this Agreement shall not be assignable by Developer without the express written approval of the City.

Section 10.3 Modifications. This Agreement may be modified only by written agreement signed by Developer and the City.

Section 10.4 Captions and Headings. The captions and headings in this Agreement are for convenience only, are not a part of this Agreement, do not in any way limit or amplify the terms and provisions hereof, and are not to be considered in the construction of the provisions of this Agreement.

Section 10.5 No Joint Venture. The relationship between Developer and the City at all times shall remain solely that of Developer and the City and shall not be deemed a partnership or joint venture.

Section 10.6 Severability. If any term or provision of this Agreement or the application thereof to any Person or circumstance shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to any Person or circumstance other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be in force to the fullest extent permitted by law.

Section 10.7 Governing Law. This Agreement is being executed and delivered, and is intended to be performed, and shall be governed, interpreted, construed, and enforced under the laws of the State of Georgia without regard to its conflict of laws.

Section 10.8 Entire Agreement. This Agreement and the other Contracts contain the entire agreement between Developer and the City relating to the subject matter of this Agreement and supersede all prior agreements and understandings with respect thereto.

Section 10.9 Multiple Counterparts. This Agreement may be executed in a number of counterparts, each of which constitutes an original and all of which constitute, collectively, one agreement.

Section 10.10 Confidentiality. The terms and conditions of this Agreement, and all other agreements and instruments executed and delivered by the respective parties in connection with this Agreement, including all preliminary drafts of such documents, shall remain confidential, except to the extent required by the Georgia Public Records Act. Notwithstanding the foregoing, either party shall be permitted to issue press releases relating to the transactions contemplated herein, subject to the review and prior written approval of the other party.

Section 10.11 Attorneys' Fees. If any mediation or litigation ensues with respect to the rights, duties, or obligations of Developer and the City under this Agreement, neither party shall be entitled to attorneys' fees.

Section 10.12 Construction of Agreement. The terms and provisions of this Agreement represent the results of negotiations between Developer and the City, each of which has been represented by legal counsel of its selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties hereby expressly waive and disclaim in connection with the interpretation and construction of this Agreement any rule of law or procedure requiring otherwise, including, without limitation, any rule of law to the effect that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared this Agreement or any earlier draft of this Agreement.

Section 10.13 Waiver. Failure by either party to enforce any of the provisions of this Agreement for any length of time shall not be deemed a waiver of its rights set forth in this Agreement. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver.

Section 10.14 Authority. The execution and performance of this Agreement by each party is authorized by all applicable laws, regulations, and necessary action of each party's governing entity, and this Agreement constitutes the valid and binding obligation of each party, enforceable in accordance with its terms.

Section 10.15 Commission. Developer and the City represent and warrant to the other that they have not engaged, employed, or dealt with any broker, agent or finder in connection with this Agreement.

Section 10.16 Incorporation of Exhibits. All materials attached to this Agreement as exhibits are incorporated by reference as a part of this Agreement for all purposes as if set forth verbatim in the text of this Agreement.

Section 10.17 Force Majeure. Neither Developer nor the City shall be considered in default in its obligations to be performed hereunder if delay in the performance of such obligations is due to causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, failure or delay of the other party in the performance of its obligations hereunder, delay caused by governmental authority (other than the City), fires, floods, severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen due to any of such causes ("**Force Majeure**"), in each case which has the effect of making it impossible or impracticable for Developer or the City, as the case may be, to perform its obligations hereunder. Notwithstanding anything contained herein to the contrary, Force Majeure delays shall not include delays caused by the failure or inability of the City to secure funds.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer thereof as of the day and date first above written.

CITY:

CITY OF BRUNSWICK, GEORGIA, a governmental subdivision of the State of Georgia

By: _____

Name: _____

Title: _____

DEVELOPER:

ST. MARK'S TOWER'S PRESERVATION, LP, a Georgia limited partnership

By: _____

Name: _____

Title: _____

EXHIBIT A
Subrecipient Agreement

EXHIBIT B

Description of the Work and Approved Budget

EXHIBIT C

Legal Description

All that certain lot or parcel of land situate in the County of Glynn, State of Georgia, and being more particularly described as follows:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 26, CITY OF BRUNSWICK, GLYNN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF PARKWOOD AVENUE (A/KA NEW STREET) AND THE EASTERN RIGHT-OF-WAY OF NORMAN STREET AND PROCEEDING THENCE NORTH 10 DEGREES 06 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 30.00' TO A 1/2" IRON PIN; THENCE PROCEED SOUTH 81 DEGREES 23 MINUTES 26 SECONDS EAST FOR A DISTANCE OF 34.87' TO 1/2" IRON PIN ON THE EASTERN RIGHT-OF-WAY OF NORMAN STREET; THENCE PROCEED ALONG SAID RIGHT-OF-WAY OF NORMAN STREET NORTH 09 DEGREES 58 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 175.22' TO A POINT; THENCE PROCEED SOUTH 80 DEGREES 49 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 100.00' TO A POINT; THENCE PROCEED NORTH 09 DEGREES 58 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 271.50' TO A 1/2" IRON PIN; THENCE PROCEED SOUTH 81 DEGREES 19 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 576.35' TO A POINT; THENCE PROCEED SOUTH 09 DEGREES 40 MINUTES 04 SECONDS WEST FOR A DISTANCE OF 445.10' TO A POINT; THENCE PROCEED NORTH 81 DEGREES 23 MINUTES 26 SECONDS WEST FOR A DISTANCE OF 213.67' TO A NAIL; THENCE PROCEED SOUTH 05 DEGREES 32 MINUTES 50 SECONDS EAST FOR A DISTANCE OF 219.50' TO A NAIL; THENCE PROCEED SOUTH 39 DEGREES 36 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 101.68' TO A 1/2" IRON PIN; SOUTH 63 DEGREES 44 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 86.20' TO A NAIL; THENCE PROCEED SOUTH 25 DEGREES 25 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 51.06' TO A NAIL; THENCE PROCEED SOUTH 37 DEGREES 27 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 61.12' TO A 1/2" IRON PIN; THENCE PROCEED SOUTH 76 DEGREES 33 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 19.37' TO A 12" IRON PIN; THENCE PROCEED SOUTH 41 DEGREES 58 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 24.78' TO A POINT; THENCE PROCEED NORTH 80 DEGREES 25 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 355.58' TO A PUNCH HOLE ON THE EASTERN RIGHT-OF-WAY OF HAROLD J. FRIEDMAN DRIVE; THENCE PROCEED ALONG SAID RIGHT-OF-WAY OF HAROLD J. FRIEDMAN DRIVE NORTH 08 DEGREES 36 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 443.64' TO A 1/2" IRON PINE AND THE POINT OR PLACE OF BEGINNING. SAID PARCEL OF LAND CONTAINS 11.648 ACRES.

AND BEING THE SAME PREMISES DESCRIBED ON THAT CERTAIN ALTA/NSPS LAND TITLE SURVEY PREPARED BY DURAND LAND SURVEYING, INC. DATED OCTOBER 20, 2023, AND DESIGNATED AS JOB NO. 23-108 CAR, AS FOLLOWS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN G.M.D. 26, CITY OF BRUNSWICK, GLYNN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN LOCATED AT THE INTERSECTION OF THE SOUTHERN 60' RIGHT OF WAY OF PARKWOOD AVENUE (A/KA NEW STREET) AND THE EASTERN 80' RIGHT-OF-WAY OF NORMAN STREET AND PROCEEDING THENCE NORTH 10°02'40" SECONDS EAST FOR A DISTANCE OF 30.00' TO A 1/2" IRON PIN; THENCE SOUTH 81°46'57" SECONDS EAST FOR A DISTANCE OF 34.97' TO 1/2" IRON PIN ON THE EASTERN RIGHT-OF-WAY OF NORMAN STREET; THENCE ALONG SAID RIGHT-OF-WAY OF NORMAN STREET NORTH 09°35'14" EAST FOR A DISTANCE OF 174.88' TO A POINT; THENCE LEAVING

SAID RIGHT OF WAY AND PROCEED SOUTH 81°13'27" EAST FOR A DISTANCE OF 99.73' TO A POINT; THENCE NORTH 09°35'14" EAST FOR A DISTANCE OF 271.50' TO A POINT; THENCE SOUTH 81°43'27" EAST FOR A DISTANCE OF 576.52' TO A POINT; THENCE SOUTH 09°16'33" FOR A DISTANCE OF 444.76' TO A POINT; THENCE NORTH 81°46'57" SECONDS WEST FOR A DISTANCE OF 213.67' TO A 1/2" IRON PIN; THENCE SOUTH 05°56'21" EAST FOR A DISTANCE OF 219.50' TO A 1/2" IRON PIN; THENCE SOUTH 39°13'03" WEST FOR A DISTANCE OF 101.68' TO A 1/2" IRON PIN; THENCE SOUTH 63°20'49" WEST FOR A DISTANCE OF 86.20' TO A 1/2" IRON PIN; THENCE SOUTH 25°02'26" WEST FOR A DISTANCE OF 51.06' TO A 1/2" IRON PIN; THENCE SOUTH 37°03'53" WEST FOR A DISTANCE OF 61.12' TO A POINT; THENCE PROCEED SOUTH 76°09'40" WEST FOR A DISTANCE OF 19.37' TO A 1/2" IRON PIN; THENCE PROCEED SOUTH 41°35'11" WEST FOR A DISTANCE OF 24.78' TO A POINT; THENCE PROCEED NORTH 80°48'47" WEST FOR A DISTANCE OF 355.58' TO A POINT ON 60' PUBLIC RIGHT OF WAY OF HAROLD J. FRIEDMAN DRIVE; THENCE PROCEED ALONG THE R/W OF HAROLD J. FRIEDMAN DRIVE NORTH 08°11'43" EAST FOR A DISTANCE OF 443.64' TO A 1/2" IRON PIN AND THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINING 11.64 ACRES MORE OR LESS

EXHIBIT D

Approved Budget and Statement of Work

EXHIBIT E
Approved Schedule