



CITY OF PORT WENTWORTH

CITY COUNCIL

SEPTEMBER 28, 2023

Council Meeting Room

Regular Meeting

7:00 PM

**7224 GA HIGHWAY 21
PORT WENTWORTH, GA 31407**

1. CALL MEETING TO ORDER

2. PRAYER AND PLEDGE OF ALLEGIANCE

3. ROLL CALL - CLERK OF COUNCIL

4. APPROVAL OF AGENDA

5. RECOGNITION OF SPECIAL GUESTS

A. Chamber of Commerce Board Introduction

6. PUBLIC COMMENTS - REGISTERED SPEAKERS

7. ELECTIONS & APPOINTMENTS

8. ADOPTION OF MINUTES

A. Regular Council Meeting Minutes - August 10, 2023

B. Regular Council Meeting Minutes - August 24, 2023

9. COMMUNICATIONS & PETITIONS

10. COMMITTEE REPORTS

11. CONSENT AGENDA

A. Correcting Scrivener's Error

B. Hazard Mitigation Grant Program

12. UNFINISHED BUSINESS

13. NEW BUSINESS

A. Port Wentworth and Chatham Area Transit Authority Intergovernmental Agreement

B. 12th Annual Oyster Roast, BBQ and Music Festival

C. Zoning Map Amendment Application submitted by Steve Davis, on behalf of the City of Port Wentworth, for a portion of PIN # 7-0978-05-013 (Meinhard Rd., Port Wentworth, GA) to Rezone from R-4 (Mixed Residential) to C-2 (General Commercial) Zoning District for a parcel to be developed as a private recreational facility within the limits of the planned City of Port Wentworth Park. (1st Reading)

➤Public Hearing

➤Action

D. Insurance Company License Fee-1st Reading

➤Public Hearing

➤Action

E. Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (2nd Reading)

F. Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (2nd Reading)

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

A. New Fire Station

➤Public Hearing

➤Action

15. EXECUTIVE SESSION

A. Litigation

B. Personnel

C. Real Estate

16. ADJOURNMENT



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2887)

Meeting: 09/28/23 07:00 PM
Department: All
Category: Amendment
Prepared By: Zahnay Smoak
Department Head: Steve Davis

DOC ID: 2887

11.A

Correcting Scrivener's Error

Issue/Item: Resolution Correcting Scrivener's Error in the Minutes of the June 22, 2023 City Council Meeting

Background: At the June 22, 2023 City Council Meeting, the City Council voted on and unanimously passed the City's new Zoning Ordinance. The City Council also voted on and unanimously terminated the then-active moratorium on industrial rezonings.

The official minutes of the June 22, 2023 City Council Meeting do not have those two items separated. This was likely due to an issue with the agenda and management software, since the termination of the moratorium was added on as an agenda amendment mid-meeting.

The accompanying Resolution corrects and makes clear the minutes of that meeting.

Facts and Findings: N/A

Funding: N/A

Recommendation: Approve Resolution.

ATTACHMENTS:

- 23.09.28 - ZO Minutes - Res (DOCX)

RESOLUTION NO. R23-09-01

**STATE OF GEORGIA
COUNTY OF CHATHAM
CITY OF PORT WENTWORTH**

**A RESOLUTION CORRECTING A SCRIVENER'S ERROR
IN THE MINUTES OF THE JUNE 22, 2023 CITY COUNCIL MEETING**

WHEREAS, the Mayor and City Council have the general power to provide for the health, safety, and welfare of the citizens of Port Wentworth;

WHEREAS, the Mayor and City Council have the responsibility to ensure an accurate recordation of City Council meetings and its matters be made in the official minutes of each meeting;

WHEREAS, the minutes of the June 22, 2023 City Council Meeting currently reads, in relevant part,

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

City of Port Wentworth

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Page 3

Minutes

City Council

June 22, 2023

A. Zoning Ordinance- 2nd Reading

Councilman Stephens made a motion to amend the agenda to add the termination the industrial moratorium, and it was second by Councilwoman Nelson. Approved Unanimously.

Councilman Stephens made a motion to terminate the industrial moratorium immediately, and it was second by Mayor-Pro Tem Barbee. Approved Unanimously.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Thomas Barbee, Mayor Pro Tem
SECONDER:	Gabrielle Nelson, Council Member
AYES:	Barbee, Nelson, Stephens, Bright, Jones

WHEREAS, the Mayor and City Council, upon further examination and review, desire to correct a scrivener's error in the above-quoted minutes of the June 22, 2023 City Council Meeting;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Wentworth, Georgia, while in regular session, as follows:

- I. The minutes of the June 22, 2023 City Council meeting are hereby amended as follows:

The minutes for section 14.A. are replaced in their entirety with the following:

“A. Zoning Ordinance – 2nd Reading

Mayor Pro Tem Barbee made a motion to approve the Zoning Ordinance. Councilwoman Nelson seconded. All vote in the affirmative, approved unanimously.

RESULT: APPROVED (UNANIMOUS)
 MOVER: Thomas Barbee, Mayor Pro Tem
 SECONDER: Gabrielle Nelson, Council Member
 AYES: Barbee, Nelson, Stephens, Bright, Jones

B. Termination of Industrial Moratorium

Councilman Stephens made a motion to amend the agenda to add the item to terminate the moratorium on industrial rezoning. Councilwoman Nelson seconded. All vote in the affirmative, agenda amendment approved unanimously.

Councilman Stephens made a motion to terminate the moratorium on industrial rezoning. Mayor Pro Tem Barbee seconded. All vote in the affirmative, approved unanimously.

RESULT: APPROVED (UNANIMOUS)
 MOVER: Mark Stephens, Council Member
 SECONDER: Thomas Barbee, Mayor Pro Tem
 AYES: Barbee, Nelson, Stephens, Bright, Jones”

- II. This Resolution shall become effective immediately upon its passage.

SO RESOLVED this the _____ day of _____, 2023.

Approved:

Gary Norton, Mayor

Attest:

Zahnay Smoak, Clerk of Council

Attachment: 23.09.28 - ZO Minutes - Res (2887 : Correcting Scrivener's Error)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SUBMITTED

Meeting: 09/28/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

11.B

AGENDA ITEM (ID # 2889)

DOC ID: 2889

Hazard Mitigation Grant Program

Issue/Item: Hazard Mitigation Grant Program 4579-0008

Background: The City of Port Wentworth has applied for Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) funding through the Georgia Emergency Management and Homeland Security Agency (GEM/HSA) as a sub-recipient to mitigate with the flood issues related to Bonnybridge Rd.

Facts and Findings: The City of Port Wentworth has been awarded a Hazard Mitigation Grant Program (HMGP). This grant, which has been designated HMGP 4579-0008, will be used to acquire and demolish (3) flood-prone properties located in the Special Flood Hazard Area (SFHA). The properties will be converted to open space to mitigate any future flood damage.

Funding: \$423,171.00 with a federal share of \$380,853.90 and a local share of \$42,317.10.

Recommendation: Approve

ATTACHMENTS:

- 4579-0008 PORT WENTWORTH -Award Letter CK (PDF)
- 4579-0008 Port Wentworth RSA ACQUISITION (DOC)

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP
GOVERNOR



JAMES C. STALLINGS
DIRECTOR

August 21, 2023

Mr. Steve Davis
City Manager
City of Port Wentworth
7224 GA Highway 21
Port Wentworth, Georgia 31407

Dear Mr. Davis:

On behalf of Governor Brian P. Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) award has been approved by the Federal Emergency Management Agency. This grant, which has been designated HMGP 4579-0008, will be used to will acquire and demolish three (3) structures and return the land to green space. The total approved cost is \$423,171.00 with a federal share of \$380,853.90 and a local share of \$42,317.10.

Additionally, the City of Port Wentworth has been awarded subrecipient management costs to administer this project in the amount of \$714.00. The subrecipient must provide documentation of eligible management costs incurred for reimbursement. Subrecipient management costs are not included in the total cost above and local match is not required.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. Please sign and return the agreement and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404)635-4573.

Sincerely,

Valarie Grooms for,
James C. Stallings

ck/rl

Enclosures

cc: Omar Senati-Martinez, Director of Public Works
City of Port Wentworth
Dennis Jones, Director
Chatham County Emergency Management Agency
Kristen Higgs, Area Coordinator
Georgia Emergency Management and Homeland Security Agency

Attachment: 4579-0008 PORT WENTWORTH -Award Letter CK (2889 : Hazard Mitigation Grant Program)

HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

On January 12, 2021, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from severe weather and tornados. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4579-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 44 CFR 206 Subpart N, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is the GEMA/HS Director, the Governor's Authorized Representative. The Subrecipient to this Agreement is CITY OF PORT WENTWORTH. The interests and responsibilities of the Subrecipient will be executed by the CITY OF PORT WENTWORTH agent, the Subrecipient Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

Exhibit "A": Assurances – Construction Programs
 Exhibit "B": Project Administration Guidelines: Financial Assistance, Hazard Mitigation Grant Program
 Exhibit "C": Certification regarding Drug-Free Workplace Requirements
 Exhibit "D": Certification regarding Lobbying
 Exhibit "E": Certification of Compliance with National Historic Preservation Act, Section 106
 Exhibit "F": Certification Hazardous Substance Compliance
 Exhibit "G": Certification of Safeguarding Duplication of Benefits Information
 Exhibit "H": Sample Contract for Sale of Real Property, with Exhibits
 Exhibit "1": Bill of Sale
 Exhibit "2": Subrecipient's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Samples
 Exhibit "3": Certificate of Removal of Personal Property and Debris
 Exhibit "4": Disclosure and Certification of Flood Assistance
 Exhibit "5": Property Inventory
 Exhibit "I": Clear Title
 Exhibit "J": General Warranty Deed
 Exhibit "K": Determination of Fair Market Value
 Exhibit "L": Appraisal Guidelines
 Exhibit "M": Statement of Voluntary Participation
 Exhibit "N": Scope of Work
 Exhibit "O": Progress Payment Request Form
 Exhibit "P": Discrimination Complaints and Verification Form
 Exhibit "Q": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 90 percent federal cost share for the hazard mitigation

project(s) described in Exhibits "N". The Subrecipient shall be responsible for the remaining 10 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.

3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement.
5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
6. The Subrecipient agrees that the mitigation project contained in this agreement will be completed by CITY OF PORT WENTWORTH on or before April 12, 2025. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
7. The written assurances provided by CITY OF PORT WENTWORTH pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award.
9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subrecipient's Authorized
Representative

Date

Date

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EXHIBIT “A”**COVER PAGE FOR CURRENT
ASSURANCES-CONSTRUCTION PROGRAMS**

Attachment: 4579-0008 Port Wentworth RSA ACQUISITION (2889 : Hazard Mitigation Grant Program)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

EXHIBIT "B"
GEORGIA EMERGENCY MANAGEMENT
and HOMELAND SECURITY AGENCY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. Project Identification – The Federal Emergency Management Agency (FEMA) has assigned project number HMGP 4579-0008 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. Documentation – You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Recipient-Subrecipient Agreement
 - B. Copies of checks, vouchers or ledger statements
 - C. Contracts awarded
 - D. Invoices or other billing documents
 - E. Progress reports
 - F. Record of advance or progress payments (where applicable)
3. Funding – Cost sharing has been established at 90% federal and 10% applicant.
4. Debarred and Suspended Parties – You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. Procurement Standards – You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a Subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
 - A. Conflict of Interest Policy – The Subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2CFR Section 200.318.
 - B. Procurement – Perform procurement transactions in a manner providing full and open completion. Contracts and Procurements must be of reasonable cost, generally

must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- 1) Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$10,000. Micro-purchases may be awarded without soliciting competitive quotes if the Subrecipient considers the price to be reasonable.
 - 2) Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$250,000 by obtaining several price quotes from different sources.
 - 3) Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price.
 - 4) Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price.
 - 5) Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay.
- C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.
- D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible.
- E. Include specific provisions in Subrecipient's contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.
6. Payments
- A. Progress Payments
- 1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "O") and provide supporting documentation, such as an invoice and copies of check.
 - a. The first expenditure report is due by August 9, 2024, which is within 12 months of the FEMA award date. Subsequent expenditure reports are due annually or more frequently as needed.
 - 2) The Hazard Mitigation Risk Reduction Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.

- 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
 - 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount.
 - 5) Quarterly report submissions must be current in order to receive progress payments.
- B. Advance Payments – Advance payments will be made on an exception basis only.
7. Subrecipient Performance – The scope of work (see Exhibit “N”) must be initiated within 90 days of this award notification.
- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
- A. The award expiration date runs through April 12, 2025 and has been established based on project milestones established by the applicant in their application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the end of the award expiration date.
 - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the Subrecipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the State Hazard Mitigation Manager may extend the award expiration date.
9. Project Termination
- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.

- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.
10. Environmental and Historic Preservation Conditions
- A. The following Environmental Project Conditions must be followed to ensure the project remains in compliance through implementation:
 - B. Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review did not address all federal, state, and local requirements. Acceptance of federal funding requires Recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - C. If ground-disturbing activities occur during construction or demolition, Subrecipient will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.
11. Equipment/Supplies – The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment, 200.314 Supplies, and must be in compliance with state laws and procedures.
12. Award Modifications
- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Award Modifications include:
 - 1) Any revision which would result in the need for additional funding.
 - 2) Transfers between budget categories.
 - B. The Subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

13. Appeals – You may submit an appeal on any item related to award assistance. Appeals must be submitted to the State Hazard Mitigation Manager within 90 days of the action which is being appealed.
14. Progress Reports
 - A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
 - B. The initial progress report will cover the period through September 30, 2023. It must be submitted no later than October 15, 2023.
 - C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).
15. Interim Inspections – Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.
16. Project Closeout
 - A. When all work has been completed, you must notify your Hazard Mitigation Risk Reduction Specialist in writing to request project closeout.
 - B. A desk review will be conducted by your Hazard Mitigation Risk Reduction Specialist.
17. Audits – If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the GEMA/HS Hazard Mitigation Program at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "C"

Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

EXHIBIT "D"**CERTIFICATION REGARDING LOBBYING**
Certification For Contracts, Awards, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 award, 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, award, loan, or cooperative agreement.
2. 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient's Authorized Representative

Date

EXHIBIT "E"**Certification of Compliance with the National Historic Preservation Act,
Section 106**

1. APPLICANT NAME (hereinafter "the subrecipient") warrants that under no circumstances will the subrecipient demolish structures acquired under the Hazard Mitigation Grant Program which are being evaluated for potential historical significance under Section 106 of the National Historic Preservation Act of 1966, as amended, until receiving written notice and authorization to proceed with demolition from FEMA.
2. The subrecipient agrees to consider the recommendations of the State Historic Preservation Officer (SHPO) regarding historic preservation measures prior to demolition. Any extraordinary historic preservation measures conducted after acquisition will be at the expense of the subrecipient.
3. The subrecipient agrees to employ such protective measures as are reasonably necessary to protect acquired properties having potential historic significance from illegal entry and damage. The subrecipient shall be responsible for employing protective measures from the Closing Date until such time as written notice and authorization to proceed with demolition is received by the subrecipient from FEMA. "Protective measures" shall include, at a minimum, locking or otherwise securing all exterior entrances of acquired structures and posting a "NO TRESPASSING" sign.
4. NHPA (National Historic Preservation Act): Foundations of structures to be demolished shall be pushed in below grade within the original footprint and basements shall be backfilled using fill from an existing off-site material borrow source. Slabs, walkways, driveways, concrete stair footings, and similar appurtenances may be removed. Ground disturbance shall be limited to the immediate area of the demolished structures. Construction equipment will be operated within existing driveways and the perimeters of structures to limit ground disturbance. If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the findings will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant will notify GEMA/HS within 24 hours of the discovery and GEMA/HS shall promptly notify FEMA. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. These conditions shall be included in instructions to the demolition contractor.

EXHIBIT "F"**Certification of Hazardous Substance Compliance**

- A. CITY OF PORT WENTWORTH (hereinafter the "Subrecipient") hereby represents and warrants to the State and FEMA that the soil and ground water of all properties acquired using Hazard Mitigation Grant Program funds are free from hazardous substances. "Hazardous Substances" include, but are not limited to, every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as amended: (i) the Resource Conservation and Recovery Act of 1976 (RCRA); (ii) the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) the Asbestos Hazard Emergency Response Act (AHERA), and any other federal, state, or local statute or ordinance which defines "hazardous waste" or "hazardous substance", or similar terms, and which could create liability; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Properties to be acquired using Hazard Mitigation Grant Program funds.
- B. The Subrecipient hereby agrees and warrants the following relative to each property being considered for acquisition under the Hazard Mitigation Grant Program:
- (1) To make reasonable inquiry regarding current or past uses of the properties relative to hazardous substances contamination. Such current or past uses include, but are not limited to, use as a solid waste disposal site, underground storage tank site, or facility for the transport, treatment, storage, generation, installation, or any other uses involving hazardous substances.
 - (2) If, after reasonable inquiry, a property under consideration for acquisition under the Hazard Mitigation Grant Program is found to currently or previously have been used for a purpose or purposes involving hazardous substances, including, but not limited to those uses and purposes described in Subsection 1, the Subrecipient agrees and warrants that soil boring and testing shall be conducted, at the expense of the Subrecipient, for the purpose of determining whether the soil and/or ground water of such property is contaminated with a hazardous substance. If the results of such soil boring and testing show that the soil and/or ground water of such property is not currently contaminated with a hazardous substance, then the Subrecipient may proceed with acquisition of the property under the Hazard Mitigation Grant Program. If the results of such soil boring and testing show that the soil and/or ground water on the property is contaminated with a hazardous substance, then the Subrecipient may not use Hazard Mitigation Grant Program funds to acquire the property without first causing to be done, at the Subrecipient's own expense, such clean-up procedures as will produce negative test results for hazardous substances.
 - (3) All structures scheduled for demolition must be thoroughly inspected for the presence of friable and non-friable asbestos, including Category I & II nonfriable Asbestos Containing Materials (ACM). This should be done prior to the commencement of the demolition activity. If ACMs are found in the structure, asbestos abatement must be completed in accordance with federal and state regulations.

EXHIBIT “G”**Certification of Safeguarding Duplication of Benefits Information**

The Subrecipient hereby agrees and warrants this Duplication of Benefits information is to be used for the sole purpose of applying for and administering Hazard Mitigation Grant Program funds. The Subrecipient hereby assures that all Duplication of Benefits information obtained from FEMA will be adequately safeguarded from improper disclosure, and confidentially maintained by the Subrecipient.

HMA funds cannot duplicate nor be duplicated by funds received by or available to Applicants, sub-applicants, or project participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject to litigation.

Individuals or entities must notify the Grantee and FEMA of all benefits that they receive or anticipate from other sources for the same purpose, and must seek all such benefits available to them. The total amount of eligible costs will be reduced by the amount of available benefits prior to calculating the required cost share. The cost share is based on the total eligible costs after DOB deductions have been made. Duplications may occur at any time; however FEMA must be reimbursed for benefits identified or received after an award.

EXHIBIT "H"**Sample Contract for Sale of Real Property**CITY OF PORT WENTWORTH
Voluntary Acquisition Program

THIS AGREEMENT made and entered into the __ day of _____, 20__, by and between _____ and _____, herein designated as "Seller," and CITY OF PORT WENTWORTH, Georgia, WITNESSETH:

WHEREAS, the Seller is the owner of certain real property being described as follows:

[Legal Description]

AND WHEREAS, CITY OF PORT WENTWORTH, a local government of the State of Georgia (hereinafter referred to as the "Subrecipient"), acting pursuant to its legal authority in administering its GEMA/HS Hazard Mitigation Grant Program project, wishes to purchase the above described real property (hereinafter referred to as "Property").

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

1.

AGREEMENT TO SELL. The Seller agrees to sell the Property to the Subrecipient, together with the entire Seller's right, title, and interest in all Fixtures, Buildings, and Improvements located on the above-described real property, and under any easement and servitude for the benefit of the Seller, free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

2.

PURCHASE PRICE: The Subrecipient agrees to purchase all the Seller's right, title, and interest in the Property for the sum of \$ _____, payable on the Closing Date, which sum shall be reduced by any amounts paid by the Subrecipient on behalf of the Seller for the purposes set forth in paragraph 10A, and shall be reduced by any amounts for required FEMA deductions as set forth in paragraph 10B. The Seller shall receive no other compensation from the Subrecipient for all of Seller's right, title, and interest in the Property.

3.

TITLE: The Subrecipient shall cause to be prepared, at its expense, an Opinion of Title for the Property, continued to a date subsequent to the date of this Contract. The Opinion of Title shall show merchantable title in Seller, subject only to Permitted Exceptions in Paragraph 5. In the event that title curative work is necessary, such work shall be performed by the Subrecipient's title examiner, or an attorney of the Subrecipient's choosing. The Seller shall pay all costs required to perfect its title to the Property prior to Closing, or costs of title curative work shall be deducted from the Purchase Price of the Property at Closing.

4.

DEED: On _____, or other date as shall be mutually agreed upon by Seller and the Jurisdiction hereinafter referred to as the "Closing Date", the Seller shall have completed its obligations under Paragraph 8, and the Seller shall execute to the Subrecipient a General Warranty Deed for Property, in recordable form, conveying fee simple title to the Property to the Subrecipient, subject only to Permitted Exceptions in Paragraph 5. The Seller shall further deliver to the Subrecipient a bill of sale for any personal property included in the sale.

5.

PERMITTED EXCEPTIONS: The Seller agrees to convey good, clear, and marketable title to the Property, subject only to the following "Permitted Exceptions":

1. Zoning and building laws and ordinances;
2. Subject to prior approval of governing body, covenants, restrictions, reservations, and easements of record.

6.

FIXTURES AND PERSONAL PROPERTY: For the purposes of this document, Fixtures include all personal property that integrally belongs to or is part of the above-described real estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

7.

POSSESSION: On and after the Closing Date, the Subrecipient shall be entitled to immediate possession of the Property and to receipt of all rents and profits from the Property due thereafter.

8.

INSPECTION OF THE PROPERTY: The Subrecipient, at its expense, shall have the right to conduct such investigations, inspections, and inventories of the Property at reasonable times upon reasonable notice, oral or written, from time to time after the date of the making of this Contract for the purposes of investigating, inspecting, and performing inventories of the Property and for other purposes consistent with the Subrecipient's interest under this Contract.

9.

REMOVAL OF PERSONAL PROPERTY AND DEBRIS: Prior to the Closing Date, Seller at its own expense shall remove all personal property, equipment and debris from the Property, including but not limited to vehicles, vehicle parts, appliances, storage containers, household cleaners and solvents, construction materials, firewood, etc. In the event Seller fails to remove any such personal property, equipment, and debris prior to the Closing Date, the Subrecipient may use a portion of the Purchase Price to satisfy Seller's obligations under this paragraph.

10.

NO HOLDOVER PERIOD FOR OCCUPANTS: Seller shall ensure that it and all other current occupants vacate the Property prior to the Closing Date.

11.

APPLICATION OF PURCHASE PRICE, DEDUCTIONS, FOR FLOOD ASSISTANCE RECEIVED.

- A. Prior to disbursing payment to the Seller, the Subrecipient may use a portion of the Purchase Price to satisfy the Seller's obligations under this document to remove personal property and debris and to pay taxes, assessments, liens, acquisition of other parties' outstanding interests in the Property, abstracting, recording fees and other costs incidental to the conveyance by Seller of marketable title to the Subrecipient.
- B. Seller acknowledges that this voluntary acquisition is made pursuant of a program funded by the Federal Emergency Management Agency (FEMA). In order to prevent the duplication of Federal assistance made to flood disaster victims, FEMA requires that certain types of assistance received by Seller for flood-related damage be deducted from the Purchase Price.
- C. The Subrecipient, and the property owner, must identify any potential DOB. FEMA will deduct other available benefits from the purchase offer. Some examples when DOB may occur in a property acquisition and structure demolition or relocation project include the following:
 - The Subrecipient offers full pre-event market value but the property owner has received insurance, loans, repair grants, compensation in compliance with a court order, or other assistance available to them to help address damages to the structure regardless of

whether such benefits were sought or received. This is because payment of full pre-event market value compensates the owner for the loss of value that has occurred;

- The Subrecipient offers full-pre-event value, but legal claims are appropriate or legal obligations arise in connection to the property that may provide a benefit to the property owner. Parties involved in pending legal disputes must take reasonable steps to recover benefits available to them; and
- Relocated tenants receive relocation assistance and rental assistance but have received payments for the same purpose as part of the disaster assistance provided by any agency or payments from any source. Any acquisition-related assistance provided to tenants must be reduced accordingly. However, tenant-related DOB deductions do not affect amounts available to the property owner.

D. Pursuant to the FEMA requirements, the following shall be deducted from the Purchase Price: (Not Applicable when applicants are offering current FMV)

- an amount equal to all flood insurance proceeds received by the Seller after.

Prior to the Closing date, Seller shall provide all information requested by the Subrecipient relating to FEMA, flood insurance, and SBA assistance received by the Seller for flood-related damage. At Closing, the Subrecipient shall prepare and deliver to Seller, a document setting forth the deductions from the Purchase Price required by FEMA.

12.

INSURANCE: Seller agrees to maintain and keep in force and affect all existing property and liability insurance until the Closing Date.

13.

MAINTENANCE OF THE PROPERTY: The Seller agrees that the Property shall be preserved in its present condition, and Seller shall deliver it intact at the time possession to the Subrecipient is given. All risk of loss or damage to the Property is on Seller until the Subrecipient takes possession. Prior to possession by the Subrecipient, Seller agrees to promptly give written notice to the Subrecipient of any loss or damage to the Property. In the event of loss, damage or destruction of all or part of the Property, the Subrecipient shall have the option to terminate this Agreement effective immediately. However, in the case of loss, damage or destruction of all or part of the property from causes covered by insurance, the Subrecipient shall have the option to either (1) take possession of the Property and accept an assignment of all Seller's right, title and interest in and to any claims Seller has under the insurance policies covering the Property: or (2) terminate this Agreement.

14.

UTILITIES: The Seller shall be responsible for payment of all utility expenses incurred by it or incurred by any other occupants prior to the Closing Date.

15.

TAXES: Seller shall pay a pro-rata share of taxes on the Property (real and personal) for the year of Closing, and all unpaid taxes for prior years. To determine the pro-rata share of taxes for the current year, payable in the next year, the following procedure shall be used:

- A. The annual tax payment shown on the most recent tax figure for the Property shall be divided by 12 to determine the amount of tax owed for each month.
- B. The total number of months in the current year shall be determined and multiplied by the monthly amount of tax owed. That figure shall be the portion of taxes to be paid by the Seller on the pro-rata basis.
- C. When the Closing Date is on or before the 15th of a month, no taxes will be due for that month. When the Closing Date is after the 15th of the month, a full month's taxes shall be due for that month and shall be added to the Seller's pro-rata share.

16.

TIME IS OF THE ESSENCE: Time is of the essence in this agreement.

17.

LEASES: Seller represents and warrants to the Subrecipient that there are no leases, tenancies, or other rights of occupancy for use of any portion of the Property. The foregoing representation and warranty shall survive Closing Date. Seller shall hold harmless and indemnify the Subrecipient from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use for any portion of the Property.

18.

APPROVAL OF COURT: If the Property is an asset of any estate, trust or guardianship, this document shall be subject to Court approval prior to payment of Purchase Price, unless declared unnecessary by the Subrecipient. If Court approval is necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter to hearing for issuance of a deed.

19.

ENVIRONMENTAL ASSURANCES:

- A. Environmental Representations and Warranties: For the purposes of this Contract, the terms "hazardous substance" shall include every material, waste, contaminant, chemical, toxic pollutant or other substance listed or described in any of the following sources, as

amended: (I) the Resource Conservation and Recovery Act of 1976 (RCRA); the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (iii) any other federal, state, or local statute or ordinance which defines “hazardous waste” or “hazardous substance”, or similar terms, and which could create liability in the Subrecipient; and (iv) any federal, state, or local regulations, rules or orders issued or promulgated under or pursuant to any of the foregoing or otherwise by any department, agency or other administrative, regulatory or judicial body having Subrecipient over the Property. Without limiting the foregoing, the terms “hazardous waste” and “hazardous substance” shall also include all substances or materials containing asbestos, PCBs, or hydrocarbons.

The Seller hereby represents and warrants to the Subrecipient that:

- (1) There are no abandoned wells, agricultural drainage wells, solid waste disposal sites, or underground storage tanks located in, on, or about the Property;
- (2) There is not currently and has never been any hazardous waste stored, generated, treated, transported, installed, dumped, handled, or placed in, on, or about the Property;
- (3) At no time have any Federal or State hazardous waste cleanup funds been expended with respect to any of the Property;
- (4) There has never been any solid waste disposal site or underground storage tank located in, on, or about the Property, nor has there been any release from any underground storage tank on real property contiguous to the Property which has resulted in any hazardous substance coming in contact with the Property;
- (5) The Seller has not received any directive, citation, notice, letter, or other communication, whether written or oral, from the Environmental Protection Agency, the Georgia Department of Natural Resources, any other governmental agency with authority under any environmental laws of the federal, state, or local government, or any other person or entity regarding the release, disposal, discharge, or presence of any hazardous waste on the Property, or any violation of any such environmental laws;
- (6) To the best of Seller’s knowledge and good faith inquiry, neither the Property, nor any real property contiguous to the Property, nor any predecessors in title to the Property, are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any removal or remedial obligations under any environmental laws of the federal, state, or local government.

The foregoing representations and warranties, and the Environmental Indemnifications set forth in the following subparagraph B shall survive the Closing Date. In addition, the foregoing representations and warranties and the indemnification provisions in this Contract shall not be affected by any study, investigation or inspection of the Property by the Subrecipient, or any agent of the Subrecipient.

- B. Environmental Indemnification: The Seller agrees to indemnify and hold harmless the Subrecipient from and against any and all claims, demands, fines, penalties, causes of action, losses, damages, liabilities, expenses, and costs (including court costs and reasonable attorney's fees--which may include the value of services provided by the Subrecipient's attorney incurred by the Subrecipient to enforce this provision) asserted against or incurred by the Subrecipient by reason of or arising out of the breach of any representation or warranty of the Seller set forth above.
- C. Additional Environmental Provisions: The Seller shall not store, generate, treat, transport, install, dump, handle, or place in, on, or about any portion of the Property any hazardous waste or hazardous substance. If the Seller receives any notice from any governmental authority or any other party regarding the release or presence of any hazardous waste or hazardous substance on any portion of the Property, the Seller shall immediately notify the Subrecipient of such fact. In addition, the Subrecipient or its agents shall have the right to enter upon the Property at any time to perform additional environmental studies. If at any time the Subrecipient in its sole and unreviewable discretion determines that hazardous wastes or hazardous substances are present on any portion of the Property, the Subrecipient may terminate this Contract immediately.

20.

CONTRACT BINDING ON SUCCESSORS IN INTEREST: This document shall apply to and bind the heirs, executors, administrators, partners, assigns, and successors in interest of the respective parties.

21.

PARAGRAPH HEADINGS: The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this document.

22.

NO BROKERS: Each party hereto represents that no real estate broker commission shall be due on the conveyance of the Property in this Contract.

23.

VOLUNTARY TRANSACTION: The Seller, as owner of the Property acknowledges that the Subrecipient has entered this Contract for purchase of the Property pursuant to the Subrecipient's Voluntary Acquisition Program, and that the Seller's acceptance of the terms of this Contract is voluntary. Seller is under no duress or coercive action by the Subrecipient to accept the terms of this Contract, and the Subrecipient will not pursue acquisition of the Property by eminent domain or other means if the Seller declines to sell the Property under the Voluntary Acquisition Program. Seller further acknowledges that upon the Closing Date, it will be necessary to move permanently from the Property.

24.

COUNCIL/COMMISSION APPROVAL: This Contract is subject to approval of the Subrecipient governing body, and shall become binding and enforceable against the Subrecipient only after approval by the Subrecipient's governing body.

25.

EXHIBITS: Exhibit "1" (Bill of Sale); Exhibit "2" (Subrecipient's Right to Enter and Inspect and Notice of Intent to Take Soil Boring and Ground Water Sample); Exhibit "3" (Certificate of Removal of Personal Property and Debris); Exhibit "4" (Disclosure and Certification of Flood Assistance); Exhibit "5" (Property Inventory).

26.

SEVERABILITY: Any part or provision of this Contract held invalid will be severed from the Contract, without affecting the validity of any other provisions or the entire Contract.

IN WITNESS WHEREOF, this the ____ day of _____, 20__, the parties hereto agree to the terms contained herein.

Seller

Seller

Grantee Official

Witness my hand and official seal this ____ day of _____, 20__.

Notary Public

My commission expires on: _____

Exhibit "1"**BILL OF SALE**

I/We, _____ and _____, the hereinafter "Seller," for good and valuable consideration, receipt of which is hereby acknowledged, does hereby sell, convey, assign, transfer and release to CITY OF PORT WENTWORTH, Georgia, all the Seller's right, title, and interest in all Fixtures, improvements, and personal property located on the Property at _____ (Street Address, City, County, State) , and legally described as:

[Legal Description]

free and clear of all liens, encumbrances, reservations, exceptions, and modifications.

For the purposes of this document, said Fixtures, improvements, and personal property include all property that integrally belongs to or is part of the above-described real-estate, whether attached or detached, such as light fixtures (including fluorescent tubes), shades, rods, blinds, Venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning or other equipment other than window type, door chimes, built-in items and electrical service cable, fencing, gates and other attached fixtures, trees, bushes, shrubs, and plants.

This __ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

Exhibit "2"**SUBRECIPIENT'S RIGHT TO ENTER AND INSPECT AND
NOTICE OF INTENT TO TAKE SOIL BORING AND GROUND WATER SAMPLES**

The undersigned owner(s) of the following described property commonly known as _____
 _____ (Street Address, City, County, and State), and legally described as:

[Legal Description]

hereby grant CITY OF PORT WENTWORTH, the right to enter upon and conduct such investigations, inspections, and inventories of the property as the County deems reasonable or necessary prior to closing. The right to enter shall include a temporary easement to allow the CITY OF PORT WENTWORTH, its agents, contractors, or employees a right to enter in, upon, and onto the above described property for the purpose of hauling transporting, and storage of materials and equipment used for the purpose of soil boring or taking ground water samples.

It is understood and agreed that the CITY OF PORT WENTWORTH will remove all of said materials and equipment except marks and location stakes from the premises within 10 days after the above described investigations, inspections, and inventories have been completed.

It is understood and agreed that CITY OF PORT WENTWORTH will restore the test sample areas to original condition where reasonably possible.

It is understood and agreed that CITY OF PORT WENTWORTH will report the test results of the soil and ground water samples to the Federal Emergency Management Agency and the Georgia Department of Natural Resources.

This the _____ day of _____, 20__.

 Owner

 Owner

Witness my hand and official seal this _____ day of _____, 20__.

 Notary Public

My commission expires on: _____

Exhibit "3"**CERTIFICATE OF REMOVAL OF PERSONAL PROPERTY AND DEBRIS**

I/We _____ and _____,
owner(s) of the Property commonly referred to as _____
(Street Address, City, County, State), hereby state that we have removed all personal property,
equipment, and debris, including but not limited to, vehicles, vehicle parts, appliances, storage
containers, household cleaners and solvents, construction materials, firewood, etc. from the
Property site. I/We further declare that all personal property remaining on the premises is hereby
abandoned and I/We relinquish any further claim thereto.

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

Exhibit "4"**DISCLOSURE AND CERTIFICATION OF FLOOD ASSISTANCE**
(Not Applicable when applicants are offering current FMV)

I/We _____ and _____ are voluntary participants in
CITY OF PORT WENTWORTH Voluntary Acquisition Program.

I/We understand that pursuant to the requirements of the Federal Emergency Management Agency (FEMA), CITY OF PORT WENTWORTH is required to deduct certain types of assistance which we have received for flood-related damage from the purchase price of my property.

I/We hereby certify that the following is a true and complete disclosure of flood-related assistance I/we received in the following categories:

1. FEMA Individual and Family Grant Program assistance for repairs to the
Property: \$ _____
2. All flood insurance proceeds received after January 24, 2017: \$ _____
3. FEMA Minimal Repairs Assistance: \$ _____

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public
My commission expires on: _____

Exhibit "5"**PROPERTY INVENTORY**

I/We _____ are voluntarily participating in CITY OF PORT WENTWORTH Voluntary Acquisition Program.

I/We understand that prior to Closing the _____ must conduct a property inventory for my Property commonly known as _____ (Street Address, City, County, State) for the purpose of inspecting the real property which the _____ will acquire, the personal property which I/We must remove prior to Closing, and any hazardous materials which I/We must remove from the property prior to Closing.

I/We agree to be present with a representative, employee, or agent of the _____ for inspection and inventory of the property at a time to be scheduled within a reasonable time prior to the Closing Date.

This the _____ day of _____, 20__.

Owner

Owner

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

My commission expires on: _____

Exhibit “I”**Clear Title**

The Subrecipient shall conduct a title search for each property it plans to acquire. The purpose of the title search is to ensure that the owner is the sole and actual titleholder to the property, or identify other persons with a property interest, and to ensure that the title is clear. This means that there are no mortgages or liens outstanding upon sale of the property. In addition, there may not be incompatible easements or other encumbrances to the property that would make it either ineligible for acquisition or noncompliant with open space land use restrictions.

Other requirements include:

- A title insurance policy demonstrating that clear title conveys must be obtained for each approved property that will be acquired;
- A physical site inspection for each property verifying no physical encumbrances to the property (where appropriate this may require a site survey to clearly establish property boundaries);
- Title to the property must transfer by a warranty deed in all jurisdictions that recognize warranty deeds;
- All incompatible easements or encumbrances must be extinguished;
- The Subrecipient shall take possession at settlement;
- The Subrecipient must record the deed at the same time as and along with the programmatic deed restrictions;
- The deed transferring title to the property and the programmatic deed restrictions will be recorded according to State law and within 14 days after settlement; and
- All property transfers shall be consistent with 44 CFR Part 80 and FEMA guidance.

Exhibit "J"**"Deed Restrictions"****WITNESSETH**

In reference to the property or properties ("Property") conveyed by the Deed between _____ participating in the federally-assisted acquisition project ("the Grantor") and CITY OF PORT WENTWORTH, ("the Grantee"), its successors and assigns:

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, Georgia has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency ("FEMA") and has entered into a mitigation grant program Grant Agreement dated **August 9, 2023** with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in CITY OF PORT WENTWORTH, and CITY OF PORT WENTWORTH participates in the National Flood Insurance Program ("NFIP") and is in good standing with NFIP as of the date of the Deed;

WHEREAS, CITY OF PORT WENTWORTH, acting by and through CITY OF PORT
WENTWORTH

Commission, has applied for and been awarded federal funds pursuant to an agreement with Georgia dated August 13, 2023, and herein incorporated by reference, making it a mitigation grant program subrecipient;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer

zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

- i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
- ii. A public rest room; or
- iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

- i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
- ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
- iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the State or Tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on March 31st, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the State, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature _____

Date _____

Name (printed or typed) _____

Grantee's Signature _____

Date _____

Grantee's Name _____

Grantee's Title _____

Exhibit “K”**Determining the Fair Market Value of Properties for
Hazard Mitigation Assistance Projects**

Generally, FEMA funded property acquisition projects consist of a community purchasing flood-damaged homes and either demolishing them or physically moving them to a new site outside of the floodplain. The purchased property is then maintained for open-space purposes.

Basic Requirements

- The Subrecipient will inform prospective participants in writing that it will not use its Eminent Domain authority to acquire their property should negotiations fail, and property owners will voluntarily elect to participate in the program. The community may include an expiration date for this limitation in the letter.
- The property will be used in perpetuity for open space without future construction and in compliance with conservation requirements; and
- Existing buildings will be removed within 90 days of settlement.

Pre-event or Post-event Fair Market Value

GEMA/HS’s Hazard Mitigation Division will coordinate with the Subrecipient (community) in their determination of whether the valuation should be based on pre- or post-event market value. The community should ensure that all property owners are treated fairly and are offered an equitable package of benefits. All appraisals in a given community (i.e., project area) should be based on the same terms.

Pre-event

In most cases, communities may offer up to the pre-event market value of the real property. When the pre-event fair market value is used, the Subrecipient must make Duplication of Benefits (DOB) deductions from the established pre-event fair market value before making a purchase offer to the property owner. These deductions are based on benefits the property owner may have received to repair their structure after the disaster. If they can document that the benefits were properly spent, then the deductions will not be made.

Post-event

Post-event (current) market value may be the most efficient method if no damage has occurred to the properties in more than 12 months and they are currently occupied. This option may also be appropriate in instances where property owners have completed repairs on their property.

Methodology for Determining Fair Market Value

For each property identified for acquisition, the Subrecipient should establish and document the fair market value. The value must be derived from a reasonable methodology that is consistently applied throughout the community. Methods may include:

- Independent appraisals by Georgia licensed/certified appraisers
- Value indicated on the tax assessment (tax card)

For a large number of structures, the community may conduct appraisals to establish a statistical sampling of property values, and develop an adjustment factor to apply to tax-assessed values so they reasonably reflect each property's market value.

Appraisals

The Subrecipient may establish the fair market value for eligible properties based on appraisals by a "State Certified General Appraiser." All appraisals must follow the GEMA/HS's Hazard Mitigation Program Guidelines for use of Appraisals in Real Property Valuation (Exhibit M).

Appeals of Fair Market Value

The Subrecipient must provide an appeal or reconsideration process for property owners who dispute the fair market value determination. If the Subrecipient has an established appeal process as part of its own procurement procedures, property owners must be informed of this process.

If the Subrecipient does not have an established appeal process as part of its own procurement procedures, the following process must be utilized. The property owner will obtain an appraisal at their own expense using GEMA/HS's Appraisal Guidelines. This appraisal is subject to appraisal review by the Subrecipient and should be conducted using GEMA/HS Appraisal Guidelines. The value assigned by the certified/licensed appraisal reviewer will become the final offer. This process must be applied consistently for all properties to be acquired under this award.

Purchase Offer and Nationality

The benefit of payment of pre-event value is only available to owners who owned the property during the event is a National of the United States or qualified alien. If the current property owner purchased the disaster damaged property after the disaster declaration, then the community cannot offer the owner more than the post-event fair market value (i.e., the amount paid by the current owner for the damaged property or the current appraised fair market value, whichever is higher, in order to account for any improvements to the property or other reasonable property value increases).

Exhibit “L”**Guidelines for use of Appraisals in Real Property Valuation****Introduction**

The HMGP program awards grants to state and local governments to pursue a variety of projects that reduce the loss of life and property due to natural disasters. Among the types of projects funded is for the acquisition and then the demolition of structures that have been damaged in disasters. The property is then converted to an “open space” use. Determining the fair market value of the property is an important aspect of the program. This often requires the use of real property appraisals conducted by qualified appraisers. This document provides guidance to appraisers in conducting appraisals and appraisal reviews of real property.

Definitions

For the purposes of the HMGP program Guidelines in the use of Appraisals in Real Property Valuation, hereinafter referred to as “the Guidelines,” and any other use of the terms relative to the HMGP program, the following definitions shall apply:

Appraisal—the act or process of developing an opinion of value; an opinion of value.

Review Appraisal— review of an opinion of value determined by another appraiser. This review shall include, but not be limited to, an opinion as to whether the data is adequate and relevant, the appraisal methods used are appropriate, and the analyses, opinions, and conclusions are credible.

Uniform Standards of Professional Appraisal Practice (USPAP)—developed by the Appraisal Foundation, the USPAP establishes the current standards of the appraisal profession.

Georgia Real Estate Appraiser Classification and Regulation Act as amended (O.C.G.A. Chapter 43-39A)—the state law governing appraisal activities for the State of Georgia, hereinafter referred to as “the Act.”

“Substantive Regulations” and “Standards for Appraisals,” as amended (Chapter 539-1 and Chapter 539-3 respectively)—the implementing rules and regulations of the Act, hereinafter referred to as “the Rules.”

Applicant—the state agency, local government, or non-profit organization who is eligible for applying for the HMGP PROGRAM projects. Applicants who are awarded grants are interchangeably referred to as “applicants” or “sub-grantees or subapplicants.”

Event—in most cases, refers to the disaster under which an application was made.

“Standards for Appraisals in the HMGP PROGRAM”

General Requirements for HMGP program Appraisals and Appraisal Reviews

All appraisal and appraisal reviews must comply with the USPAP. Compliance with the USPAP must be acknowledged.

All appraisals and appraisal reviews must comply with the provisions of the Act as well as the Rules. Compliance with the Act and the Rules must be acknowledged.

Any appraiser conducting appraisals or review appraisal for the purpose of use in the HMGP program must hold, at a minimum, the classification of “State Certified General Appraiser” as defined in section 539-1-.16 of the Rules. The appraiser must also be qualified according to the provisions of section 533-1-.16 of the Rules to perform appraisals in federally related transactions.

Specific Criteria for HMGP program Appraisal Development and Reporting

In addition to the above-listed general requirements, the following specific criteria must be included in the development and reporting of all appraisals for use in the HMGP PROGRAM:

1. Photographs of the subject property and all comparable properties.
2. Maps that clearly describe the property’s dimensions, street frontages, and location relative to the surrounding area.
3. Reporting of “market value” in strict accordance with the definition of market value found in section 539-3-.01(n) of the Rules.
4. Appraisals used in the HMGP program should follow the guidelines of “federally related transactions” for all purposes described in the Rules.
5. Appraisal valuations may be based on either pre-event or post-event fair market values. This decision is made by the applicant and must be applied fairly and equitably to all participating property owners. The applicant will base its decision on the following considerations:
 - a) Pre-event valuations will be used in most cases where homes have not been repaired and the applicant is buying damaged property.
 - b) Post-event valuations may be used when no damage has occurred to the property in the past 12 months and the structure is currently occupied.
 - c) Post-event valuations must be used for properties where the current owner of the property purchased it after the event (even when other properties are being valued at pre-event valuations).

Appraisal Reviews and Review of Compliance with Hazard Mitigation Assistance Program Appraisal Guidelines

1. All appraisals may be subject to an appraisal review by an independent appraiser selected by the applicant. All review appraisals will comply with these guidelines.
2. Appraisals are subject to review by the Federal Emergency Management Agency and the Georgia Emergency Management Agency/ Homeland Security for compliance with Section III, "Standards for Appraisals."

Exhibit "M"**Statement of Voluntary Participation for Acquisition of Property for Purpose of
Open Space FEMA's Hazard Mitigation Assistance Programs**

This Agreement is made and entered into this _____ day of _____, _____, between CITY OF PORT WENTWORTH, hereinafter referred to as "Subgrantee," and (property owner) _____, hereinafter referred to as "Seller." The parties agree as follows:

1. Seller affirms that I/we own the property located at (legal address) _____, hereinafter referred to as "property."
2. Subgrantee has notified the Seller that the Sub-grantee may wish to purchase the referenced property and, if Seller agrees to sell, Seller must permanently relocate from property.
3. Subgrantee has identified that the purchase offer valuation of the property, as of (date) _____ is \$ _____ determined by valuation procedures

implemented by Subgrantee and based on FEMA acquisition requirements provided on 44 C.F.R. part 80, and relevant program guidance as documented below (e.g. Pre-Disaster Mitigation, Hazard Mitigation Grant Program, Flood Mitigation Assistance).

4. Subgrantee has notified Seller that **neither the State nor the Local Government will use its eminent domain authority to acquire the property for open-space purposes if the Seller chooses not to participate, or if negotiations fail.**
5. Subgrantee has notified Seller that if the Seller agrees to sell the property to Subgrantee the transaction is voluntary and Seller is not entitled to relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which are available to property owners who must sell their properties involuntarily.
6. Subgrantee affirms that it has provided the notifications and explained the information described in the preceding paragraphs to the seller, and property identified above is not part of an intended, planned, or designated project area where all or substantially all of the property within the area is to be acquired within specific time limits.

This Agreement shall expire on _____, unless the Seller has voluntarily sold property to the Subgrantee by that date.

Property Owner Signature

Date

Property Owner Signature

Date

HMGP 4579-0008
City of Port Wentworth
Date

Subgrantee's Authorized Agent Signature

Attachment: 4579-0008 Port Wentworth RSA ACQUISITION (2889 : Hazard Mitigation Grant Program)

EXHIBIT "N"**SCOPE OF WORK**

CITY OF PORT WENTWORTH has been approved to acquire and demolish 3 flood prone property. CITY OF PORT WENTWORTH must comply with all Programmatic and Environmental Conditions. Shown below is the funding level and scope of work for the Hazard Mitigation Grant Program project for CITY OF PORT WENTWORTH. Any changes to this spreadsheet MUST RECEIVE PRIOR APPROVAL FROM GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Location	Acquisition Costs	Appraisals	Closing Costs	Asbestos Testing	Demolition/ Debris Removal	Property Clearance	Total Project Costs	FEMA Share	Non Federal Share
700 Bonnybridge Rd.	\$152,300.00	\$440.00	\$1,000.00	\$10,000.00	\$7,500.00	\$1,000.00	\$172,240.00	\$155,016.00	\$17,224.00
702 Bonnybridge Rd.	\$85,651.00	\$440.00	\$1,000.00	\$10,000.00	\$7,500.00	\$1,000.00	\$105,591.00	\$95,031.90	\$10,559.10
704 Bonnybridge Rd.	\$125,400.00	\$440.00	\$1,000.00	\$10,000.00	\$7,500.00	\$1,000.00	\$145,340.00	\$130,806.00	\$14,534.00
Total:	\$363,351.00	\$1,320.00	\$3,000.00	\$30,000.00	\$22,500.00	\$3,000.00	\$423,171.00	\$380,853.90	\$42,317.10

Site Location:

1. 700 Bonnybridge Road, Port Wentworth, Georgia 31409 (32.1567, -81.1684)
2. 702 Bonnybridge Road, Port Wentworth, Georgia 31409 (32.1567 -81.1686)
3. 704 Bonnybridge Road, Port Wentworth, Georgia 31409 (32.1566 -81.1689)

Programmatic Conditions:

Land acquired for open space purposes will be restricted in perpetuity to open space uses and will be unavailable for the construction of flood damage reduction levees, transportation facilities, and other incompatible uses agrees to record Deed Restrictions within 14 days after settlement for each acquired property utilizing the model Deed Restriction shown in Exhibit K of this agreement

THE CITY OF PORT WENTWORTH agrees to remove all buildings within 90 days of closing. THE CITY OF PORT WENTWORTH agrees to provide a signed copy of the Statement of Voluntary Participation shown in Exhibit N of this agreement for each property acquired through this grant.

THE CITY OF PORT WENTWORTH agrees to complete FEMA Form AW-501 for each repetitive loss property acquired through this grant.

Special Environmental Conditions:

NHPA Condition: If human remains or intact archaeological features or deposits (e.g. arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The subrecipient will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The subrecipient's contractor will provide immediate notice of such discoveries to the applicant. The subrecipient shall contact the Georgia Department of Natural Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO,

Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with Georgia Code, Title 31, Section 31-21-6.

National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA Condition: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106. National Historic Preservation Act (NHPA) Monitoring Required: No

NHPA Condition: The applicant shall adhere to the guidelines of the Lower Impact Demolition Stipulations (LIDS) to minimize impacts caused by ground disturbing activities (see attached). National Historic Preservation Act (NHPA) Monitoring Required: No

RCRA CONDITION: Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

RCRA CONDITION: If any asbestos containing material, lead based paint, and/or other toxic materials are found during construction activities, the applicant must comply with all federal, state, and local abatement and disposal requirements. Upon closeout, the applicant must provide Notice of Demolition or Asbestos Renovation forms and confirmation that any ACM were taken to an authorized landfill for such materials.

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

EO 11988: The subrecipient must obtain floodplain permit or approval from the local floodplain administrator before work begins. A copy of the permit or correspondence must be submitted upon closeout.

Subrecipient Management Costs

City of PORT WENTWORTH has been awarded subrecipient management costs in the amount of \$714.00.

The subrecipient must provide documentation for reimbursement of management costs that were acquired during the project.

The subrecipient management costs are not part of the total funding of the project and are not subjected to the local match portion.

These funds are separate and federally funded by FEMA.

EXHIBIT "O"
Progress Payment Request Form

Date: _____

HMGP Progress Payment Request

Instructions: All requests for progress payments must be supported by documentation supporting actual expenditures. Itemize each expenditure below to the fullest detail possible, including a reference to specific sites or elements of work. Attach documentation that supports this progress payment request, such as copies of bills of sale, invoices, receipts, and checks evidencing payment. Do not send originals. Attach a continuation sheet if necessary.

Agreement Number: HMGP-4579-0008FEMA Project Number: HMGP-4579-0008County: CITY OF PORT WENTWORTH

<i>Site Reference or Element of Work</i>	<i>Approved Amount</i>	<i>Previous Payment</i>	<i>Current Request</i>	<i>Description of Documentation Attached in Support of this Payment Request</i>
(from continuation sheet attached)				
SUBTOTAL				
TOTAL				
Less Subrecipients Share 10%				
NET AMOUNT REQUESTED				

Under penalty of perjury, I certify that to the best of my knowledge the data above is correct and that all outlays were made in accordance with the award conditions, comply with procurement regulations contained within the 2 CFR, Part 200, and that payment is due and has not been previously requested. I am familiar with Section 317 of Public Law 93-288, as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act.

Signature of Subrecipient's Authorized Representative (and printed name)



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Language Access Plan 2022

Attachment: 4579-0008 Port Wentworth RSA ACQUISITION (2889 : Hazard Mitigation Grant Program)

Purpose

The intent of this Language Access Plan (the Plan) is to ensure the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is prepared to address its responsibilities as a recipient of Federal Financial Assistance as they relate to the needs of individuals with limited English language skills. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 200d, *et seq.*, and Executive Order 13166, to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines is essential to the success of our mission to protect life and property against man-made and natural disasters by directing the State's efforts in the areas of prevention, preparedness, mitigation, response, and recovery.

GEMA/HS is a recipient of federal funds for a portion of its programs and, thus, obligated to reduce language barriers that can preclude Meaningful Access by LEP persons to GEMA/HS programs and GEMA/HS' Subrecipients' programs. GEMA/HS has prepared this Language Access Plan, which defines the actions to be taken to ensure Meaningful Access to Agency services, programs, and activities on the part of persons who have LEP.

Authority

Title VI of the Civil Rights Act of 1964

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance."

Section 602 authorizes and directs federal agencies that are empowered to extend Federal Financial Assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

Executive Order 13166

Executive Order 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency," authorizes the implementation of regulations afforded by Title VI of the Civil Rights Act of 1964. Executive Order 13166 ensures LEP persons have Meaningful Access to federally conducted and funded programs and activities. This protection requires that LEP persons be provided an equal opportunity to benefit from services that are normally provided in English. Executive Order 13166 requires that federal agencies create plans for ensuring that their own activities also provide Meaningful Access for persons who are LEP.

Definitions

Beneficiary: The ultimate consumer of federally funded programs who receives benefits from a federally funded recipient.

Bilingual: A person competent in two languages in equal aptitude in either oral or written form is considered bilingual.

Customer: Any individual or organization communicating with a GEMA/HS program.

GEMA/HS LAP Coordinator: GEMA/HS employees that collectively work together as the LAP Coordinator.

Federal Financial Assistance: Grants, loans, and advances of federal funds, the grant or donation of federal property and interests in property, or any other assistance as specified in 24 CFR Part I § 1.2(e).

Focus Languages: Languages, specifically Chinese, Korean, Spanish, and Vietnamese, identified through the Four-Factor Analysis as having a sufficient level of prevalence amongst LEP individuals in Georgia to warrant statewide efforts for written translations of vital documents.

Interpretation: The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

Language Access Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Language Assistance Services: Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with Meaningful Access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by GEMA/HS.

Limited English Proficient (LEP) Individuals: Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance). LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still demonstrate LEP for other purposes (e.g., reading or writing).

Meaningful Access: LEP individuals' accurate, timely, and effective participation in, or benefit from, federally funded programs that is meaningfully equivalent to that of non-LEP individuals, at no cost to the LEP individual.

Multilingual staff or employee: A staff person or employee who has demonstrated fluency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her Division.

Primary Language: An individual's primary language is the language in which an individual most effectively communicates.

Recipient: Qualified applicants in compliance with 24 CFR §1.2(f) who are awarded Federal Financial Assistance. The Voluntary Compliance Agreement defines Recipient as "the meaning specified at 24 CFR §1.2(0)." 24 CFR §1.2(f) defines Recipient as "any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal Financial Assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity (such as a redeveloper in the Urban Renewal Program), including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity."

Subrecipient: Any public or private agency, institution, organization, or other entity to whom Federal Financial Assistance is extended, through GEMA/HS for any program or activity, or who otherwise participates in carrying out such program or activity, but such term does not include any Beneficiary under any such program.

Translation: The replacement of written text from one language (source language) into an equivalent written text in another language (target language).

Policy

GEMA/HS complies with all federal statutes and regulations in the administration of federally funded programs. Through the Plan, GEMA/HS will take timely and reasonable steps to provide LEP persons with Meaningful Access to programs and activities conducted by GEMA/HS and its Subrecipients. Access to GEMA/HS programs and services should not be impeded as a result of an individual's inability to speak, read, write, or understand English. GEMA/HS will review and update its LEP Four-Factor Analysis at least every five years.

The Plan requires communication of information contained in vital documents involving emergency services to all people in the state of Georgia. All interpreters, translators, and other aids needed to comply with the Plan shall be provided without cost to the person being served and will be informed of the availability of such assistance free of charge. Language assistance will be provided through the use of competent bilingual interpreters, contracts, or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All GEMA/HS employees will be provided notice of the Plan, and GEMA/HS employees that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

GEMA/HS will train staff, contractors, and Subrecipient administrators (program administrators who are expected to conduct a Four-Factor Analysis and other efforts described within this LAP), and local government officials on procedures to implement and continuously monitor and evaluate the implementation of LAPs in the state of Georgia.

Pursuant to the requirements of Title VI, Subrecipients of federal funds received through an administration grant/award made by GEMA/HS are also required to make reasonable efforts to provide timely, Meaningful Access for LEP persons to programs and activities. In order to do so, Subrecipients should first conduct an assessment to determine the need for language assistance within their service area. This is accomplished by conducting the Four-Factor Analysis, which is described in the Plan. After completion of the Four-Factor Analysis, the Subrecipients will understand the languages spoken by LEP persons in their service area and can determine how to provide needed language assistance.

Based upon the findings of the Four-Factor Analysis, and when deemed necessary, the Sub-Recipients should prepare a Language Access Plan addressing the Subrecipient's plan for ensuring Meaningful Access to programs and activities for LEP persons. A Subrecipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, a Subrecipient may determine that certain activities are more important and/or have greater impact on or contact with LEP persons, and thus such programs or activities require enhanced language assistance.

Subrecipients are also required to select an individual responsible for coordination of LEP compliance, train staff involved in programs and activities on LEP requirements, keep records of assistance provided and actions taken, and update the Four-Factor Analysis and LAP, as needed. GEMA/HS will monitor all Subrecipients to ensure LEP individuals receive Meaningful Access to GEMA/HS federally funded programs.

Four Factor Analysis

In developing the Plan, GEMA/HS used the Four Factor LEP analysis, which considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services in the state of Georgia;
2. The frequency with which LEP individuals come in contact with GEMA/HS programs, activities or services;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. The resources available to GEMA/HS and the overall cost to provide assistance.

Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services.

GEMA/HS used the U.S. Census Bureau’s American Community Survey (ACS), 2020: ACS 5-Year Estimates Data Profile of Georgia to determine the number of LEP persons throughout the State. Based on the data provided, GEMA/HS considers individuals who speak English less than “very well” as LEP persons. According to the ACS data, the state of Georgia has a total population of 9,864,494 persons five years old and older. Of the 9,864,494 persons, the ACS estimates that 536,491 persons or 5.44 percent of the State’s population are LEP.

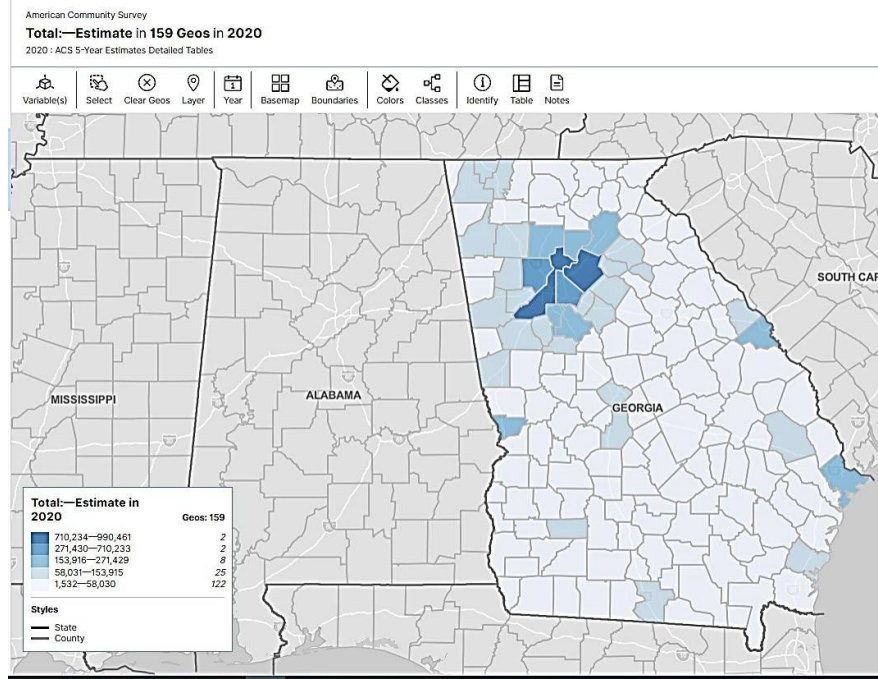
MOST COMMON LANGUAGES SPOKEN AT HOME

	Total Number of speakers	Number who speak English less than “very well”	Percent of total population who speak English less than “very well”
Total population 5 years and over	9,864,494	536,491	5.44%
Spanish	781,103	332,566	3.37%
Korean	47,879	24,252	0.25%
Vietnamese	52,832	32,588	0.33%
Chinese (incl. Mandarin, Cantonese)	51,251	25,814	0.26%
Arabic	20,010	6,025	0.06%
French, Haitian, or Cajun	53,999	11,186	0.11%
German or other West Germanic languages	27,898	3,488	.04%
Russian, Polish, or other Slavic languages	28,301	9,171	

Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

2020 ACS 5-Year Estimates Detailed Tables for 159 Counties in Georgia

Languages Spoken at Home for the Population 5 Years and Over



Source: [U.S. Census Bureau, 2020 American Community Survey \(Table C16001 5 year estimate\)](#)

COUNTIES WITH HIGHEST CONCENTRATION OF LEP PERSONS

	Total population (>age 5)	LEP population (number)	LEP population (percent)
Georgia	9,864,494	536,491	5.44%
Fulton County	990,461	49,465	5.00%
Gwinnett County	865,453	133,239	15.40%
DeKalb County	702,759	58,543	8.33%
Cobb County	710,233	49,527	6.97%
Muscogee County	181,372	4,258	2.35%
Chatham County	271,429	9,517	3.50%
Hall County	188,380	24,750	13.14%
Cherokee County	238,875	11,768	4.93%
Henry County	216,771	8,038	3.71%
Clayton County	265,889	24,413	9.18%
Richmond County	188,446	3,767	2.00%
Bartow County	99,540	3,219	3.23%
Forsyth County	222,422	13,626	6.13%
Floyd County	91,953	4,632	5.04%
Paulding County	153,915	2,823	1.83%

Coweta County	137,185	4,339	3.16%
Douglas County	136,211	6,480	4.76%
Troup County	65,591	1,186	1.81%
Rockdale County	84,942	4,714	5.55%
Walton County	87,651	1,694	1.93%
Jackson County	65,919	2,223	3.37%
Barrow County	75,774	4,407	5.82%
Clarke County	120,443	5,949	4.94%
Fayette County	108,463	3,994	3.68%
Spalding County	61,990	851	1.37%
Newton County	102,864	2,202	2.14%
Carroll County	111,220	3,567	3.21%
Lowndes County	108,509	2,127	1.96%
Dougherty County	82,900	1,076	1.30%
Glynn County	80,176	2,437	3.04%
Bulloch County	73,268	1,306	1.78%
Walker County	65,478	403	0.62%
Whitfield County	97,331	13,367	13.73%
Catoosa County	63,441	939	1.48%
Columbia County	144,458	4,931	3.41%
Bibb County	142,913	2,909	2.03%
Houston County	145,032	4,365	3.01%

Factor 2: Frequency with which LEP individuals come in contact with programs, activities, or services.

GEMA/HS is the lead agency when disasters strike, meaning that GEMA/HS employees are at the front line of responding to emergencies and coordinating preparedness and recovery efforts. GEMA/HS directs the recovery efforts by the State and helps connect locals to the nonprofit organizations that want to offer assistance. Many of these organizations provide emergency housing and shelter, access to transportation, food banks, childcare services, and public health programs, as well as long-term housing and support. Therefore, as the leaders of recovery efforts, our Agency is responsible for properly understanding the needs of the community and making sure the necessary resources are being deployed. To accomplish this function, GEMA/HS employees must have resources available to communicate with the population in need by having interpreter services readily available. Therefore, any information GEMA/HS posts regarding Federal Financial Assistance must be disseminated and accessible to diverse racial, ethnic, and LEP populations.

GEMA/HS encourages all Subrecipients, organizations, and community leaders to regularly engage with the communities they serve, especially those that are LEP. GEMA/HS' goal is to foster relationships with community-based organizations and local service offices, like legal aid,

which have a more established relationship with underserved communities, like LEP persons, to disseminate resources and information.

GEMA/HS anticipates increased contact with LEP persons as natural disasters become more prevalent, emergency situations more frequently arise, and the minority populations within the state of Georgia continues to grow. Given this likely outcome, GEMA/HS must make all necessary preparations to develop products that non-English speakers can read and understand.

Factor 3: The nature and importance of the program, activity or service provided to the LEP population.

In general, after a disaster the affected constituency relies heavily on GEMA/HS to lead them to resources, programs, and benefits. GEMA/HS must ensure LEP persons have equitable contact with these resources, programs, and benefits. Therefore, during post-disaster recovery GEMA/HS will work with the hired consultant to encourage affected counties to identify language services during the planning process so that LEP persons in concentrated areas of a county are not experiencing denial or delay of access to services.

Factor 4: The resources available to GEMA/HS and the overall cost to provide assistance.

GEMA/HS will take all reasonable steps to ensure Meaningful Access to LEP persons when preparing and planning for disaster events and after such events occur. Reasonable steps include working with local LEP community organizations, key stakeholders, and other government agencies to assist with language assistance. GEMA/HS will also leverage existing relationships with community organizations, including faith-based service groups, community associations, and service nonprofits in GA Voluntary Organizations Active in Disaster.

GEMA/HS will maintain LEP maps so that the Agency is consistently updating language materials that reflect the most prevalent languages spoken in areas affected by disasters. The Agency intends to research ethnic centers and venues diverse communities visit so that recovery and benefit information reaches LEP populations. GEMA/HS will utilize its public platforms to post guidance and public service announcements in non-English languages.

Before, during, and after a disaster, GEMA/HS will coordinate with non-English media—in TV, print, and radio, as well as through online platforms and social media—to assist with sharing information to LEP populations.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient may submit an LEP complaint concerning the implementation or administration of any GEMA/HS program, activity, or service. Any such individual has the right, and is encouraged, to file a written complaint with the Federal Emergency Management Agency's (FEMA) Office of Equal Rights (OER), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the complaint involves FEMA programs and activities, and programs and activities conducted by FEMA grant recipients, the complaint may be sent directly to FEMA OER by calling FEMA at 202-212-3535 and press 1 for Civil Rights, sending an email to FEMACivilRightsOffice@fema.dhs.gov, or by sending a written explanation to the FEMA OER.

The written explanation should be sent to:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

2. LEP complaints can also be sent to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail to the following address:

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

3. Additionally, LEP complaints can be sent directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: language.access.coordinator@gema.ga.gov.

The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Language Access Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Language Assistance and Interpretation Services

GEMA/HS will improve its ability to identify LEP persons needing language assistance by:

1. Posting notice of the Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand at initial points of contact. GEMA/HS will display the language identification "I SPEAK" cards in all GEMA/HS offices and when traveling to any county or city when responding to an emergency or disaster.

2. All GEMA/HS field coordinators and front-facing staff will also be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

GEMA/HS will provide an opportunity for LEP persons to request an interpreter. Qualified foreign language interpreters will be provided by GEMA/HS, as needed. Whether or not an interpreter is used, there will always be information sheets available at headquarters, incident command centers, and at any point of contact GEMA/HS has with the community. These information sheets should always include questions and answers concerning the need for an interpreter. GEMA/HS will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include GEMA/HS personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

Training

1. GEMA/HS will provide periodic training for all employees regarding:
 - a. Implementing the Plan’s procedures;
 - b. Understanding the requirements of Title VI of the Civil Rights Act, Executive Order 13166, and updates to federal guidance on LEP;
 - c. Locating and contacting language assistance services for GEMA/HS programs and Subrecipients’ programs, as needed;
 - d. Using “I Speak” cards and training Subrecipients to use them;
 - e. Preparing and testing communication strategies to ensure evacuation announcements and critical communications reach LEP populations;
 - f. Recording and responding to LEP complaints; and
 - g. Researching and updating population information so that GEMA/HS can best serve the current Georgia population.
2. GEMA/HS will facilitate LEP training for Subrecipients. Such training may be arranged:
 - a. In conjunction with grant management training;

- b. Online through the GEMA/HS website;
- c. At the request of the Subrecipient; or
- d. As a result of a grant program review.

Notification

GEMA/HS will post the Plan on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS.

Complaint Procedures

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Language Access Coordinator for processing complaints made by individuals who believe they have been denied the benefits associated with this Plan.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS Subrecipient concerning the implementation or administration of GEMA/HS any program, activity, or service involving the benefits of the Plan, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Language Access Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Language Access Coordinator.
4. For any complaint received by the Language Access Coordinator that is submitted directly to GEMA/HS, the Language Access Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Language Access Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General, the OER, or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the OER or CRCL, as appropriate.

6. Notwithstanding paragraph 5, for any LEP complaint concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS, GEMA/HS shall notify the OER or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant;
 - b. Entity named in the complaint;
 - c. Description of the LEP complaint;
 - d. Steps being undertaken to investigate and resolve complaint; and
 - e. Interpretation resources to address the information or benefits the LEP person needed but did not receive.

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OER or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

Monitoring Language Needs and Implementation

GEMA/HS will continuously monitor and track changes in LEP populations, including what regions might require new language training services and what non-English languages are increasing throughout the population of Georgia. As part of a grant program review, GEMA/HS staff will review the Subrecipients' procedures for adequately providing language assistance to LEP persons. If the procedures do not exist, or are found to need improvement, GEMA/HS staff will send those findings to Subrecipient. At a minimum, the Subrecipient's response procedures should include:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and

- e. Notify complainant that a complaint of discrimination may be filed directly with the OER, CRCL, or GEMA/HS, and where to locate those procedures.

Additional Resources:

- **Georgia Department of Human Services (DHS)**
Contact the Limited English Proficiency / Sensory Impairment (LEP/SI) Program
Fax: (404) 657-1123
lepsi@dhs.ga.gov
2 Peachtree Street N.W.
Suite 29-103
Atlanta, GA 30303
- **Georgia Department of Community Affairs**
Attn: Christy Barnes, DCA LAP Coordinator
DCA 504 Coordinator
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
fairhousing@dca.ga.gov
404-679-5291
https://www.dca.ga.gov/sites/default/files/dca_lap.pdf
- **iSpeak ATL**
<https://www.welcomingatlanta.com/ispeakatl/>
Mayor's Office of Immigrant Affairs
Suite 2400
55 Trinity Ave SE
Atlanta GA 303016
Email: ispeakATL@atlantaga.gov
- Interpreters Unlimited (In person only – 800-726-9891)
- Language Line Services (Telephonic or recording – 800-752-6096)
- LATN, Inc. (In-person or telephonic – 800-943-5286)
- Peach State Health Plan Interpreter & Translation Services
- Contractor Listing for Translation and Interpretation Services
- Contractor Listing for Linguistic Training and Education Services
- American Association of Language Specialists
- American Translators Association
- Federal LEP Website

Appendix 1: I Speak Card

I Speak...

Language Identification Guide

A

Amharic
አኔ አማርኛ ነው ምናረው.

Arabic
أنا أتحدث اللغة العربية

Armenian
Ես խոսում եմ հայերեն

B

Bengali
আমি বাংলা কথা বলতে পারি

Bosnian
Ja govorim bosanski

Bulgarian
Аз говоря български

Burmese
ဣန္ဒြေထူးမြန်မာလိုပြောတတ်ပါတယ်

C

Cambodian
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese
我講廣東話 (Traditional)
我讲广东话 (Simplified)

Catalan
Parlo català

Croatian
Govorim hrvatski

Czech
Mluvim česky

D

Danish
Jeg taler dansk

Dari
من دری حرف می زنم

Dutch
Ik spreek het Nederlands

E

Estonian
Ma räägin eesti keeli

F

Finnish
Puhun suomea

French
Je parle français

G

German
Ich spreche Deutsch

Greek
Μιλώ τα ελληνικά

Gujarati
ગુજરાતી બોલુ છું

H

Haitian Creole
M pale kreyòl ayisyen

Hebrew
אני מדבר עברית

Hindi
मैं हिंदी बोलता हूँ।

Hmong
Kuv has lug Moch

Hungarian
Beszélék magyarul

I

Icelandic
Ég tala íslensku

Idoano
Agszonak ti ilokano

Indonesian
Saya bisa berbahasa Indonesia

Italian
Parlo italiano

J

Japanese
私は日本語を話す

K

Kachchiquel
Quin chagüic ká chib'al'ruim'ni

Korean
한국어 합니다

Kurdish
min Kurdi zanim

Kurmanji
min Kurmanjî zanim

L

Laotian
ຂ້ອຍປາກົດພາສາລາວ

Latvian
Es runāju latviski

Lithuanian
Aš kalbu lietuviškai

M

Mam
Bau chiyola nuji kiyol mam

Mandarin
我講國語 (Traditional)
我讲国语/普通话 (Simplified)

Mon
ဒီလိုအတိုင်း

N

Norwegian
Jeg snakker norsk

P

Persian
من فارسی صحبت می کنم

Polish
Mówię po polsku

Portuguese
Eu falo português do Brasil (for Brazil)
Eu falo português de Portugal (for Portugal)

Punjabi
ਮੈਂ ਪੰਜਾਬੀ ਬੋਲਦਾ/ਬੋਲਦੀ ਹਾਂ

Q

Qanjobal
Ayin ti chi wal'q' anjob' al

Quiche
Im k'inch'aw k'utin ch'e quiche

R

Romanian
Vorbesc românește

Russian
Я говорю по-русски

S

Serbian
Ja govorim srpski

Sign Language


Slovak
Hovorím po slovensky

Slovenian
Govorim slovensko

Somali
Waxaan ku hadlaa af Soomaali

Spanish
Yo hablo español

Swahili
Ninaongea Kiswahili

Swedish
Jag talar svenska

T

Tagalog
Mumunong akong mag-Tagalog

Tamil
நான் தமிழ் பேசுவேன்

Thai
พูดภาษาไทย

Turkish
Türkçe konuşurum

U

Ukrainian
Я розмовляю українською мовою

Urdu
میں اردو بولوں

V

Vietnamese
Tôi nói tiếng Việt

W

Welsh
Dwi'n siarad

X

Xhosa
Ndithetha isiXhosa

Y

Yiddish
איך רעד יידיש

Yoruba
Mo nso Yoruba

Z

Zulu
Ngoyakholuma isiZulu

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources at www.lep.gov

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at CRCLTraining@dhs.gov for digital copies of this poster or a "I Speak" booklet.

Download copies of the DHS LEP plan and guidance to recipients of financial assistance at www.dhs.gov/crcl





LIMITED ENGLISH PROFICIENCY COMPLAINT FORM

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

1. Information about the person who is filing the LEP complaint:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
----------------------------	------	-------	----------

Email (Optional): _____

2. Information about the person(s) who failed to properly provide information to the LEP person:

Name: _____

First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
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3. Information about the agency or organization involved:

Name: _____

Phone #:

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
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4. Are there other individuals or organizations involved in this LEP complaint?

- ☐ Yes
☐ No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

5. Describe the nature of the interaction and any suspected violations:**6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.****7. What other information do you think might be helpful to an investigation?****8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

☐ Office of Equal Rights, Federal Emergency Management Agency

☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security

☐ U.S. Equal Employment Opportunity Commission

☐ Other Federal Agency

☐ Federal or State Court

☐ Other State of Georgia Agency, Authority, or Office

☐ Other: _____

- ☐ Spanish (Español)
- ☐ Chinese 中国人
- ☐ Korean 한국어
- ☐ Vietnamese Tiếng Việt
- ☐ French (Français)
- ☐ Arabic ☐ عربى
- ☐ Lack of signs informing the public of interpretation and translation
- ☐ Lack of forms/materials/notices in a language I can understand
- ☐ I was not offered an interpreter
- ☐ I asked for an interpreter and was denied
- ☐ Lack of bilingual personnel, so delay in services
- ☐ The interpreter's skills were not good
- ☐ I was unable to use the services, programs, or activities

Name: _____

First and Middle (Given Name)	Last (Family Name/Surname)
-------------------------------	----------------------------

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code

Signature: _____ **Date:** _____

Or send via U.S. Mail to the following address:

Page 3 of



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Responding to Discrimination Complaints Relating to Federal Grant Programs

2022

Purpose

The intent of this policy is to ensure that subrecipients which receive grant funds from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) do not discriminate against any client, customer, program participant, employee, or consumer based on race, color, religion, sex, national origin, age, English proficiency, or physical or mental disability. This policy establishes the procedures for GEMA/HS employees to follow when they receive or wish to make a complaint alleging discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice (DOJ) or the U.S. Department of Homeland Security (DHS), whether within GEMA/HS or a subrecipient.

Complying with Laws and Policies that Prohibit Discrimination

GEMA/HS shall comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. GEMA/HS shall appropriately address all complaints from any person who believes that a GEMA/HS subrecipient has discriminated against them in violation of federal and/or state law or regulation in the delivery of services or benefits.

Policy

All employees, job applicants, clients, customers, program participants, and consumers of GEMA/HS and its subrecipients shall be treated equally regardless of race, color, religion, national origin, age, English proficiency, or physical or mental disability, sexual orientation, or gender identity.

Individuals have the right to participate in programs, activities, and services operated by GEMA/HS and its subrecipients without discrimination. Statutes and regulations that apply include, but are not limited to, the following:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 200d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C and D, and DHS implementing regulations at 6 C.F.R. Part 21 and 44 C.F.R. Part 7;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Titles I, II, and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. §12101-12213 and §12131-34), and the DOJ implementing regulations at 28 C.F.R. Part 35;
- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D and 28 C.F.R. Part 54, and the DHS implementing regulations at 6 C.F.R. Part 17 and 44 C.F.R. Part 19;
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I;
- Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services

in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601);

- The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §10228(c), see also 34 U.S.C. §11182(b)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38);
- The Victims of Crime Act (VOCA) of 1984, which prohibits discrimination based on race, color, religion, national origin, handicap, or sex (34 U.S.C. §20110(e));
- The Violence Against Women Act (VAWA) of 2013, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability (34 U.S.C. §12291(b)(13));
- The DHS regulation, which prohibits discrimination based on religion in social service programs (6 C.F.R. Part 19);
- Executive Order 13166, “Improving Access To Services For Persons With Limited English Proficiency”, which requires Federal agencies to develop and implement a plan to provide services to those persons with limited English proficiency (LEP) to ensure meaningful access to programs and activities conducted by those agencies;
- Georgia’s Fair Employment Practices Act of 1978, found at O.C.G.A. § 45-19-29, et seq., which prohibits public employers with 15 or more employees from engaging in discrimination on account of an individual's race, color, religion, sex, age, national origin, or disability;
- Georgia’s Sex Discrimination in Employment Act of 1966, found at O.C.G.A. § 34-5-1, et seq., which mimics the Equal Pay Act of 1963, in that it prohibits discrimination between employees in the same establishment, on the basis of sex, in their compensation for comparable work;
- Georgia’s General Age Discrimination Law of 1971, found at O.C.G.A. § 34-1-2, which makes it a criminal misdemeanor to discriminate against any person between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction. The individual must be qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or her for which he or she applies;

- Georgia's Equal Employment for Persons with Disabilities Code of 1981, found O.C.G.A. § 34-6A-1, et seq., which mimics the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended, in that it prohibits discrimination because of an individual's disability with respect to wages, rates of pay, hours, or other terms and conditions of employment because of such person's disability unless such disability restricts that individual's ability to engage in the particular job or occupation for which he or she is eligible. The Code has no administrative prerequisites to filing suit; and
- Atlanta Ordinance No. 2000-79, § 1, which applies to employers located within the City of Atlanta with ten or more employees. The Ordinance prohibits employment discrimination based on race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability.

Definitions

Complaint Coordinator: A person or persons designated by GEMA/HS to ensure that received complaints are acted upon in a timely manner.

Discrimination: The treatment or consideration of, or making a distinction in favor of or against, a person based on the person's legally recognized protected category (including race, color, national origin, gender, age, sexual orientation, gender identity, religion, English proficiency, or disability) to which that person belongs rather on individual merit. There are various federal and state laws and rules that further describe the specific types of discrimination.

Retaliation: The act of harassing, threatening, demoting, firing, or otherwise negatively targeting a complainant as a direct result of the complainant opposing unlawful discrimination.

Subrecipient: A non-Federal entity that receives a grant sub-award from GEMA/HS to carry out part of a Federal program. A subrecipient does not include an individual that is a beneficiary of such a program.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient may submit a complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS on behalf of him/herself or on behalf of another. Any such individual has the right, and is encouraged, to file a written complaint with the Office for Civil Rights in the DOJ (OCR), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the relevant federal grant is funded by the DOJ, the complaint may be sent directly to the OCR using the *Complaint Verification Form* and *Identity Release Statement*, which are available at: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>.

The completed forms should be sent to:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street NW
Washington, D.C. 20531

2. If the relevant federal grant is funded by the DHS, the complaint may be sent directly to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail:

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

3. For federal grants funded by either DOJ or DHS, the complaint may also be submitted directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: grants.complaint.coordinator@gema.ga.gov. The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Grants Complaint Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Additional Agencies for Filing Discrimination Complaints

In addition to the option for filing a discrimination complaint with GEMA/HS, the OCR, or the CRCL, discrimination complaints may be filed directly with a court, as well as the following state and federal administrative agencies, whose function is to enforce state and federal laws that prohibit discrimination:

- Equal Employment Opportunity Commission (EEOC)
<http://www.eeoc.gov/employees/charge.cfm>
- Georgia Commission on Equal Opportunity (GCEO)
<https://gceo.georgia.gov/>

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Complaint Coordinator for processing complaints of discrimination associated with this policy.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS subrecipient concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Complaint Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Complaint Coordinator and that GEMA/HS employee should follow the procedures set out in HR-14, GEMA/HS's Grievance Procedures Policy.
4. For any complaint received by the Complaint Coordinator that is submitted directly to GEMA/HS, the Complaint Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Complaint Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General; the GCEO; the EEOC; the OCR; or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC, OCR, or CRCL, as appropriate.
6. Notwithstanding paragraph 5, for any complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, GEMA/HS shall notify the OCR or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant
 - b. Entity named in the complaint
 - c. Description of the complaint of discrimination
 - d. Steps being undertaken to investigate and resolve complaint

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OCR or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

Office for Civil Rights
Office of Justice Programs
U.S. Department of Justice
810 Seventh Street NW
Washington, D.C. 20531

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

Notification

GEMA/HS will post this policy on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS.

Monitoring Subrecipients' Response Procedures

As part of a grant program review, GEMA/HS staff will review the subrecipient's procedures for responding to discrimination complaints that employees, clients, customers, program participants, or consumers of the subrecipients have filed directly with the subrecipient. If the procedures do not exist, or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and
- e. Notify complainant that a complaint of discrimination may be filed directly with the OCR, CRCL, EEOC, GCEO, or GEMA/HS, and where to locate those procedures.

Training

1. GEMA/HS will provide periodic training for all employees regarding the discrimination complaint procedures.
2. GEMA/HS will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

-
- a. In conjunction with grant management training;
 - b. Online through the GEMA/HS website;
 - c. At the request of the subrecipient; or
 - d. As a result of a grant program review.

DISCRIMINATION COMPLAINT FORM

1. Information about the person who experienced the alleged discrimination:

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Email (Optional): _____

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

3. Information about the agency or organization involved:

Phone #: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
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4. Are there other individuals or organizations involved in this discrimination complaint?

- ☐ Yes
☐ No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

5. Describe the nature of the alleged discrimination involved:

6. Explain in detail what happened, when, and how the alleged discrimination occurred. State who was involved and how other persons were treated differently.

7. What other information do you think might be helpful to an investigation?

8. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

9. Have you or others filed a case or complaint regarding this allegation with any of the following?

- ☐ Office for Civil Rights, U.S. Department of Justice
- ☐ Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- ☐ U.S. Equal Employment Opportunity Commission
- ☐ Other Federal Agency
- ☐ Federal or State Court
- ☐ Georgia Department of Labor
- ☐ Other: _____

10. If any of the above were selected, please provide the following information:

Name of Agency: _____

Date Filed: _____

Case or Docket #: _____

Date of Trial/Hearing: _____

Location of Agency/Court: _____

Investigator: _____

Status of Case: _____

11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:

Name: _____
 First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address	City	State	Zip Code
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Email (Optional): _____

Signature: _____ **Date:** _____

You may submit the form by email to grants.complaint.coordinator@gema.ga.gov.

Or send via U.S. Mail to the following address:

Georgia Emergency Management and Homeland Security Agency

Attention: Grants Complaint Coordinator

P.O. Box 18055

Atlanta, Georgia 30316

EXHIBIT "Q"

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number: **HMGP 4579-0008**

Federal Agency Name: **Federal Emergency Management Agency**

CFDA Program Number and Program Title: **97.039 Hazard Mitigation Grant Program (HMGP)**

Sub-award Project Description: **CITY OF PORT WENTWORTH Property Acquisition Project**

1. Sub-awardee DUNS Number _____
2. Sub-awardee Name _____
3. Sub-awardee DBA Name _____
4. Sub-awardee Address _____
5. If DBA, Sub-awardee Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
 Yes _____ No _____
 If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual?
 Yes _____ No _____
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes _____ No _____
 If **Yes**, continue to question 9. If **No**, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

1. _____ \$ _____
2. _____ \$ _____
3. _____ \$ _____
4. _____ \$ _____
5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: _____

This section is for use by the Georgia Emergency Management and Homeland Security Agency Only.

Sub-award Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-award Obligation/Action Date: _____



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

AGENDA ITEM (ID # 2891)

DOC ID: 2891

Port Wentworth and Chatham Area Transit Authority Intergovernmental Agreement

Issue/Item: Intergovernmental Agreement between the City of Port Wentworth and the Chatham Area Transit Authority (CAT).

Background, Facts, and Findings: The City of Port Wentworth currently does not offer a public transit option. With the increased development in workforce, commercial nodes, and in-development attractions such as the Savannah Ghost Pirates Training Arena and the Port Wentworth Recreation Park, among others, public transit is a much-needed option for the citizens current and future.

This IGA shall be effective upon passage of both City Council and the Chatham Area Transit Authority Board, for a five-year initial term. Thereafter, it will automatically renew each year until otherwise terminated. Upon approval from all parties, beginning in March 2024, CAT will extend existing Route 3B to Port Wentworth.

Funding: \$400,000 Annually beginning March 2024

Recommendation: Approve the Intergovernmental Agreement between the City of Port Wentworth and the Chatham Area Transit Authority.

ATTACHMENTS:

- CAT Route Map and Service Concept (PDF)

Attachment A

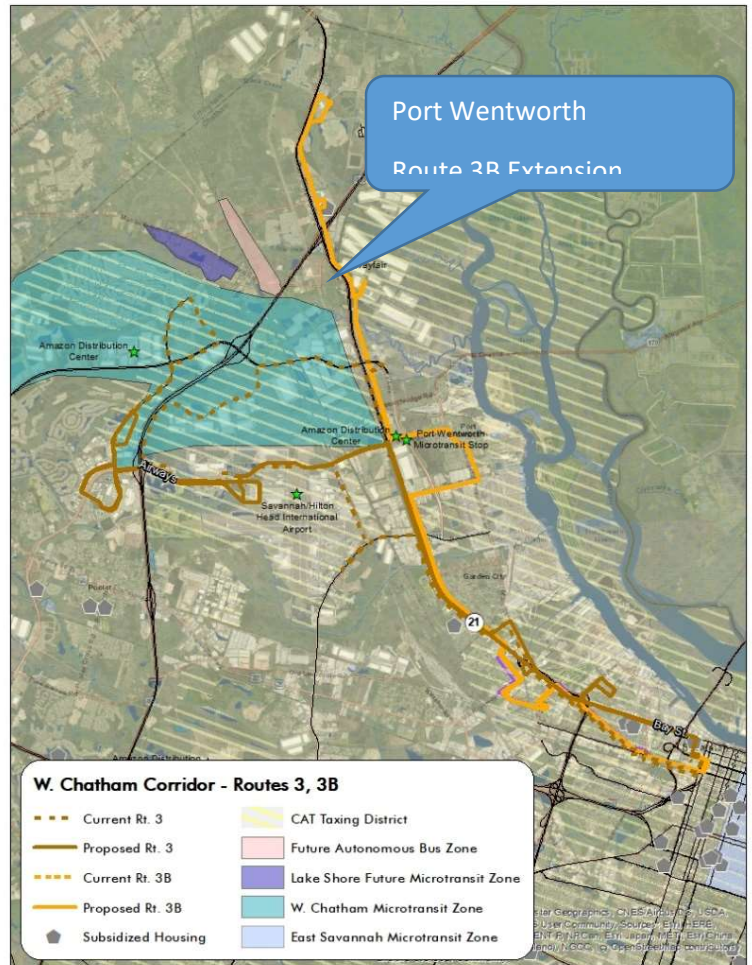
The Authority will provide the following services for the City:

Service Concept

Beginning in March 2024, Chatham Area Transit Authority (CAT) will extend existing Route 3B to Port Wentworth by adding one peak bus. The expanded route will extend service to:

1. Old Port Wentworth on S. Coastal HWY
2. International Trade Parkway (Wayfair)
3. I-95 / August Road hotels
4. Wood Meadow low-income housing
5. Rice Hope – Port Wentworth’s new development

Route 3, 3B and CAT’s Microtransit Pilot Program will use Port Wentworth’s truck turnaround on Crossgate Road as a transfer point enabling access to Savannah / Hilton Head International Airport and Jimmy Deloach corridor employers.



CAT’s Microtransit Pilot Program is being developed collaboratively with Georgia Tech. In the future CAT’s Microtransit service may be extended to the Lake Shore area and to the new Port Wentworth Park. CAT and Port Wentworth will also work together to explore autonomous buses for the new Port Wentworth Park.

The stops will be located at:

Port Wentworth / Route 3B Bus Stops

- 2 – Grange Road @ Schneider Logistics
- 1 – Coastal Hwy @ Barnsley Rd – Port Wentworth Police*
- 1 – Crossgate @ Port Wentworth Truck Turn around
- 1 – Crossgate @ Amazon
- 1 – Crossgate @ Crossgate Logistics
- 1 – International Trade Parkway
- 1 – Augusta Road @ O’Leary – Westbound*
- 1 – Augusta Road @ O’Leary - Eastbound *
- 1 – Augusta Road @ Coldbrook Station Circle – Westbound*
- 1 – August Road @ Cook Street – Eastbound*
- 1 – Lakeside Boulevard @ Magnola Blvd
- 1 – Market Boulevard @ Publix

*Bus stop locations subject to GDOT review and approval

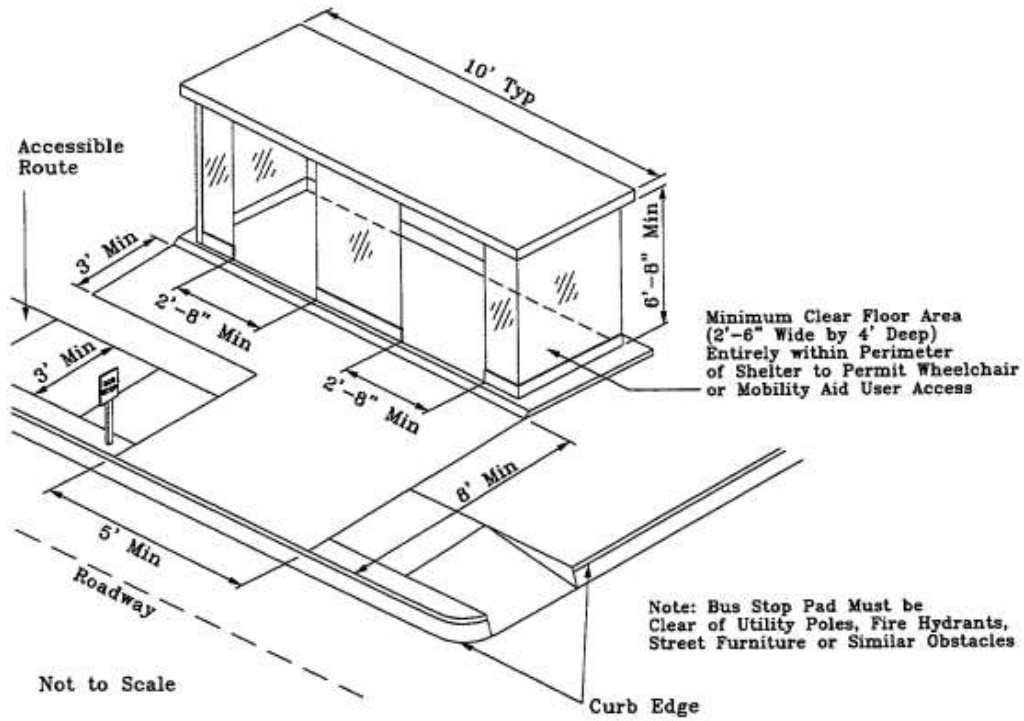
Installation of Stops

Each stop shall include shelter, bench, solar lighting, and ADA compliant access. Each stop will require a 10ftx16ft concrete pad for installation. This will include the required 60 inches for bus ramps. Sidewalks are 4000 psi, 48” to 60” wide with minimum 40 sidewalk LF, Cross slope 2% or jurisdiction requirements as required in the following specifications necessary to adhere to the ADA requirements.

Each additional stop will be implemented by final determination of appropriate permits and review by right of way (ROW) jurisdictional authority. Specific amenity placements will reasonably comply with the above locations, but may be subject to future modifications.

ADA Accessible CAT Stop & Shelter

Accessible Bus Stop Pad & Shelter
Minimum Dimensions



Attachment B

The City agrees to include funding in its annual General Fund budget for expansion of services and will pay for services provided up to the amount budgeted. Payment will be made by the City to the Authority on a annual basis.

I. Operating Cost

- Monday – Sunday
- 2 buses
- 60-minute frequency
- Additional net operating cost \$452,500
- **City share \$400,000** - reduced for International Trade Parkway service outside of Port Wentworth City limits.
- Future Port Wentworth operating contributions may be offset by expansion of the Chatham County Transit Tax assessment area.

II. Capital Cost

The Authority and the City will work with GDOT to locate and construct 13 ADA accessible transit stops including bus shelters, pads, retaining walls and short sections of sidewalk. The actual improvements will depend on site conditions and GDOT requirements. The City will contribute \$200,000 towards the cost of the bus stop improvements.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
Department: All
Category: Agreement
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.B

AGENDA ITEM (ID # 2892)

DOC ID: 2892

12th Annual Oyster Roast, BBQ and Music Festival

Issue/Item: 12th Annual Oyster Roast, BBQ, and Music Festival

Background: The Port Wentworth Chamber of Commerce is requesting a Special Event Permit for the 12th annual Oyster Roast, BBQ, and Music Festival, to include the sale of beer and wine. The event is scheduled for November 11th, 2023, between the hours of 1:00 p.m. and 9:00 p.m. The Chamber is requesting the support of the City as the Title Sponsor.

This public gathering is to be held at 7224 GA Hwy 21, Port Wentworth, GA 31407.

Facts and Findings: The Port Wentworth Chamber of Commerce is requesting a Special Event Permit of the festival, to include the sale of beer and wine. Road closure for Coldbrook Station Road that loops behind City Hall to Old Richmond Road, is being requested between the hours of 8:00 a.m. to 11:59 p.m. on the day of the festival. The event site plan, which details the road closure and festival site, is attached. The City has supported the event as the Title Sponsor for previous events and the Chamber is asking for the City to support the event again. The Chamber is adding a firework's display at 9:00 p.m. and is coordinating with the Port Wentworth Fire Department for the event.

Funding: Sponsorship

Recommendation: Approve

ATTACHMENTS:

- Event Assemblage Request 2023_City of PW (PDF)
- 2023 Oyster Roast_Presenting Sponsor (PDF)



September 22, 2023

RE: Special Event Beer & Wine Permit
12th annual Oyster Roast, BBQ, & Music Festival
Location: 7224 GA Hwy 21, Port Wentworth, GA
Dates: November 11, 2023

Mr. Davis,

The Port Wentworth Chamber of Commerce is requesting a Non-Profit Special Event Beer & Wine Permit for the 12th annual Oyster Roast, BBQ, & Music Festival, to include the sale of Beer and Wine. The event is scheduled for November 11, 2023, between the hours of 1:00pm and 9:00pm.

This public gathering is to be held at 7224 GA Hwy 21, Port Wentworth, GA 31407.

If you have any questions, please give me a call at (912) 965-1999.

Respectfully,

Trisha Boyett
Board Chair
Port Wentworth Chamber of Commerce, Inc.





2023 SPONSORSHIP INFORMATION

November 11th, 2023 | 1:00pm – 9:00pm

Join us for great food, live entertainment, vendors, activities for the kids and networking at our most popular event of the year! Your sponsorship allows our organization to offer FREE ADMISSION, FREE LIVE ENTERTAINMENT & FREE KIDS ACTIVITIES to our event attendees!

PRESENTING SPONSOR - \$50,000

The 12th Annual Oyster Roast, BBQ & Music Festival is back on the green behind Port Wentworth's City Hall! The event venue, located off the highly traveled Highway 21, draws in large crowds, and increases exposure for our event sponsors and partners. In 2022, over 5,000 residents and visitors attended this popular community event. As the Presenting Sponsor event partner, the City of Port Wentworth logo will be front and center in all advertising and marketing which will include television, radio, print, social media, and digital ad campaigns. The City of Port Wentworth will also be highlighted in on-site festival banners. The event will include a firework's display at dark – which was a new addition to the growing festival in 2022. Your partnership is key to growing event attendance and featuring Port Wentworth as a destination for exciting events that are patriotic and family friendly!

SPONSORSHIP INCLUDES:

- Presenting Sponsor logo placement and mention on all event marketing materials to include print, digital, billboard and radio - Prime Position
- Logo inclusion on event photo backdrop – event photos of attendees will include your logo!
- Presenting Sponsor logo placement on all event banners
- Exclusive Presenting Sponsor banner on 20x40 meal tents
- Presenting Sponsor logo placement on all event social networking sites
- Onsite Presenting Sponsor Booth/Tent with Prime Placement
- LOGO ON EVENT T-SHIRTS



We look forward to partnering with you for the 12th Annual Oyster Roast, BBQ & Music Festival!



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2885)

DOC ID: 2885

Zoning Map Amendment Application submitted by Steve Davis, on behalf of the City of Port Wentworth, for a portion of PIN # 7-0978-05-013 (Meinhard Rd., Port Wentworth, GA) to Rezone from R-4 (Mixed Residential) to C-2 (General Commercial) Zoning District for a parcel to be developed as a private recreational facility within the limits of the planned City of Port Wentworth Park. (1st Reading)

Issue/Item: Zoning Map Amendment Application submitted by Steve Davis, on behalf of the City of Port Wentworth, for a portion of PIN # 7-0978-05-013 (Meinhard Rd., Port Wentworth, GA) to Rezone from R-4 (Mixed Residential) to C-2 (General Commercial) Zoning District for a parcel to be developed as a private recreational facility within the limits of the planned City of Port Wentworth Park. (1st Reading)

Background: The subject property is currently woodlands.

Facts and Findings: The total amount of property to be rezoned is 3.62 acres. The applicant is requesting to rezone the property from R-4 (Mixed Residential) to C-2 (General Commercial) for the new Ghost Pirates Training Facility. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Rural Neighborhood Area. This project is located in City Council District 3.

Funding: N/A

Recommendation: The Planning Commission will hear this application on September 11, 2023 at 6:30 PM / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA Ghost Pirates 2023-Application (PDF)
- FW Ghost Pirates Parcel Acreage (MSG)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIAApplicant: City of Port Wentworth / Steve Davis Phone # 912-964-4379Mailing Address: 7224 GA Highway 21, Port Wentworth, GA 31407Property Owner: City of Port Wentworth Phone # 912-964-4379

Use back if more than one owner

Owner Address: 7224 GA Highway 21, Port Wentworth, GA 31407PIN #(s): A portion of 70978 05013 # of Acres 3.267 acZoning Classification: Present Prev. Zoning: P-RIP
Current Zoning: R-4 Requested General Commercial (C2)Use of Property: Present Vacant / Wooded Requested Vacant / Wooded

_____ If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

X If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

Requested C-2 zoning for a parcel to be developed as a private recreational facility within the limits of the planned City of Port Wentworth park. The adjoining property is not required to be rezoned as it will be developed by the City.

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this
_____ day of _____, 20____.

Signature of Applicant_____
Notary Public

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
_____ day of _____, 20____.

Signature of Official

Notary Public

Updated 7/13/2023

Attachment: ZMA Ghost Pirates 2023-Application (2885 : Zoning Map Amendment 7097805013 Ghost Pirates SEPT 2023 1st Reading)

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: _____

Address: _____

Telephone Number: _____

Signature of Owner

Personally appeared before me

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Notary Public

Date

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

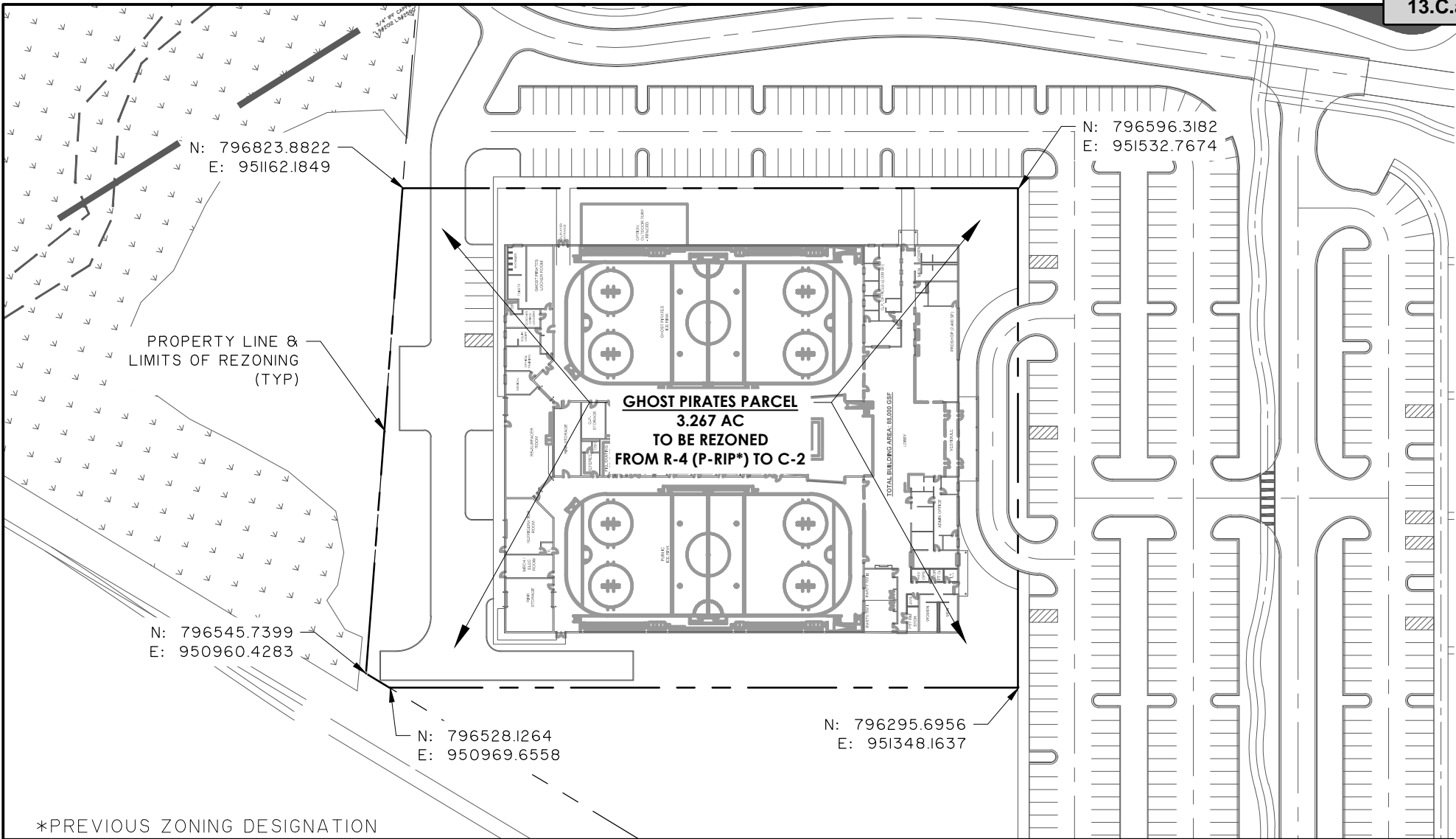
I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this _____ day of _____, 20____.

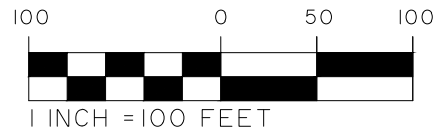
Signature of Applicant

Notary Public

Attachment: ZMA Ghost Pirates 2023-Application (2885 : Zoning Map Amendment 7097805013 Ghost Pirates SEPT 2023 1st Reading)



*PREVIOUS ZONING DESIGNATION



PREPARED FOR:
CITY OF PORT WENTWORTH
REZONING EXHIBIT OF:
GHOST PIRATES PARCEL
PORT WENTWORTH, GEORGIA
8/11/23



50 Park of Commerce Way
Savannah, GA 31405 • 912.234.5300

www.thomasandhutton.com

This map illustrates a general plan of the development which is for discussion purposes only, does not limit or bind the owner/developer, and is subject to change and revision without prior written notice to the holder. Dimensions, boundaries and position locations are for illustrative purposes only and are subject to an accurate survey and property description.

Zahnay Smoak

From: Jason Stewart
Sent: Wednesday, August 16, 2023 8:15 AM
To: Melanie Ellis; Stephanie Cook
Cc: Giordano, John; Smith, Kevin
Subject: FW: Ghost Pirates Parcel Acreage

See below about the acreage

From: Giordano, John <giordano.j@tandh.com>
Sent: Tuesday, August 15, 2023 11:32 PM
To: Jason Stewart <jstewart@cityofportwentworth.com>
Cc: Smith, Kevin <smith.k@tandh.com>
Subject: Ghost Pirates Parcel Acreage

Jason,

The new parcel acreage for the Ghost Pirates is 3.620 ac. I don't have an email for the lady Kevin and I spoke to earlier about getting this to. If you could forward to the lady preparing the advertisements that would be great.

Thanks,
 John

JOHN GIORDANO, PE | Principal/Project Manager
THOMAS & HUTTON
 p 912-721-4054 m 912-704-7985
 e giordano.j@tandh.com
 a 50 Park of Commerce Way | Savannah, GA 31405
[vCard](#) | [Website](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#)

PRIVILEGED AND CONFIDENTIAL: This electronic message and any attachments are confidential property of Thomas & Hutton. The information is intended only for the use of the person to whom it is addressed. Any other interception, copying, accessing, or disclosure of this message is prohibited. If you have received this message in error, please immediately notify Thomas & Hutton and purge the message received. Do not forward this message without permission.

Attachment: FW Ghost Pirates Parcel Acreage (2885 : Zoning Map Amendment 7097805013 Ghost Pirates SEPT 2023 1st Reading)



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID # 2886)

Meeting: 09/28/23 07:00 PM
Department: All
Category: Ordinance
Prepared By: Zahnay Smoak
Department Head: Steve Davis

13.D

DOC ID: 2886

Insurance Company License Fee-1st Reading

Issue/Item: After the 2020 Census our population grew beyond 10,000 people which pulls us into a new category with the Georgia Insurance Commissioners office. We now need change our license fee structure for insurance companies operating within our city boundaries.

Background: Current rate being charged is an annual \$50 license fee. The new rate will be an annual \$75 license fee.

Facts and Findings: These funds will go into general fund and will be used for daily administrative operations. GMA has provided us the language for the ordinance.

Funding: N/A

Recommendation: Approve

ATTACHMENTS:

- Insurance License Fee Ordinance (PDF)

ORDINANCE

To impose license fees on insurers conducting business within the City of Port Wentworth, Georgia; to impose a gross premiums tax on insurers operating within the State of Georgia; to provide an effective date; to repeal conflicting ordinances; and other purposes.

Be it ordained by the Mayor and Council of the City of Port Wentworth, Georgia; and it is hereby ordained by authority thereof:

Section 1. Insurers License Fees

There is hereby levied for the year 2024 and for each year thereafter an annual license fee upon each insurer doing business within the City of Port Wentworth, Georgia in the amount of seventy-five dollars (\$75.00). For each separate business location in excess of one not covered by Section 2, which is operating on behalf of such insurers within the City of Port Wentworth, Georgia, there is hereby levied a license fee in the amount of seventy-five dollars (\$75.00). For the purposes of this ordinance, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. Sec. 33-3-5.

Section 2. License Fees for Insurers Insuring Certain Risks at Additional Business Locations

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall pay an additional license fee of twenty-six and 25/100 dollars (\$26.25) per location for the year 2024 and for each year thereafter.

Section 3. Gross Premiums Tax Imposed on Life Insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

Section 4. Gross Premiums Tax, All Other Insurers

There is hereby levied for the year 2024 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. Sec.33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

Section 5. Due Date for License Fees

License fees imposed in Sections 1 and 2 of this ordinance shall be due and payable on the first day of 2024 and on the first date of each subsequent year.

Section 6. Administrative Provisions

The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.

Section 7. Effective Date

This ordinance shall become effective January 1, 2024.

Section 8. Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of Port Wentworth, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 9. Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this _____ day of _____, 20____ by the Mayor and Council of the City of Port Wentworth, Georgia.

Mayor

Attest: _____

City Clerk

I hereby certify that the foregoing is a true and accurate copy of an ordinance of the City of Port Wentworth, Georgia adopted on the _____ day of _____, 20____.

City Seal

City Clerk



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2884)

DOC ID: 2884

Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (2nd Reading)

Issue/Item: Zoning Map Amendment Application submitted by John D Northup, III, with Bouhan Falligant LLP, on behalf of the Pfeiffer Family Living Trust; William K Pfeiffer Jr & Charlotte G Pfeiffer and Lynwood R & Anita S Griner and Johnny R Griner, for PIN #'s 70976 01055, 70976 01041Y, 70976 01038, 70976 01039 & 70976 01040 (1100, 1112 & 1122 Meinhard Rd., Port Wentworth, GA) to Rezone from R-A (Residential Agriculture) to R-M (Residential Multifamily) Zoning District for the purpose of a cottage development community called LEO Cottages at Port Wentworth. (2nd Reading)

Background: The subject properties are currently being used as a residential homes and a open field. There are several buildings or structures on the subject properties.

Facts and Findings: The total amount of property to be rezoned is 27.0 acres. The applicant is requesting to rezone the property from R-A (Residential Agriculture) to R-M (Residential Multifamily) to develop a cottage development community called LEO Cottages at Port Wentworth. The nature of the proposed development is a "build to rent" or "cottage" community which will consist of 250 dwelling units in single-family or two-family buildings that are owned & operated by the developer as rental units. The access for the development will be off of Meinhard Road and Highway 30 (with GDOT approval). The project will also include associated drainage and water and sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Suburban Character Area. This project is located in City Council District 3.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, July 10, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (PDF)
- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Owner sign (PDF)

- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (PDF)
- ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC Phone # (912) 644-5756

Mailing Address: Bouhan Falligant LLP, One West Park Avenue, Savannah, GA 31401

Property Owner: Pfeiffer Family Living Trust; William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer

Phone #

Use back if more than one owner

Owner Address: 1100 Meinhard Road, Port Wentworth, GA 31407

PIN #(s): 70976 01055; 70976 01041Y

of Acres 23.44 (aggregate)

Zoning Classification:

Present R-A

Requested R-M

Use of Property:

Present Residential / Agricultural

Requested Multifamily Residential

_____ If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

See attachment

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

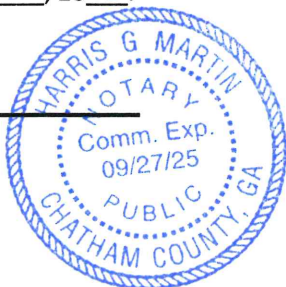
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this

4th day of May, 2023

Notary Public



Signature of Applicant

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
 _____ day of _____, 20____.

 Signature of Official

 Notary Public

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte G. Pfeifer, trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]
 Notary Public

5-5-2023
 Date



AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K. Pfeiffer Jr. trustee
 Signature of Owner

Personally appeared before me

William Koolker Pfeiffer Jr., Trustee

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]
 Notary Public

5-5-2023
 Date



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on May 4, 2023, to rezone real property described as follows:

See attachment

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

N/A

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
4th day of May, 2023

Signature of Applicant

HGrt
Notary Public



ATTACHMENT

to Rezoning (Map Amendment) Application of John D. Northup III for Advenir Oakley Development, LLC

INTRODUCTION

The subject parcels are within the Phase 3 Master Plan Design District. Accordingly, pursuant to Section 2.3 of the Master Plan Overlay section within Section 5.1 of the Port Wentworth Zoning Ordinance (the “Ordinance”), the subject parcels must submit a master plan for review and approval by the City. The site plan attached hereto as **Exhibit A** (the “Master Plan”) shall constitute the master plan for purposes of compliance with such section of the Ordinance.

The Master Plan contemplates a development that contains approximately 215 dwelling units and an amenity complex, contained within approximately 23.5 acres. The two currently existing parcels will be recombined after the developer acquires them (contingent on a successful rezoning), so that either a single parcel will result, or a small number of parcels. The nature of the proposed development is a “build to rent” or “cottage” community, which will consist of dwelling units in single-family or two-family buildings that are owned and operated by the developer as rental units. Accordingly, a separate lot is not required for each building or dwelling unit, since ownership of all buildings and dwelling units will be retained by the developer. In this way, the development will function like a multi-family development, though with units not being clustered in a single large building, but rather in single- or two-family homes spread across a small number of lots. The developer calls this concept a “horizontal multi-family” use.

Given this proposed use, the master plan contains only a single zoning classification – R-M, or Multifamily Residential. That zoning classification allows for a maximum density of 18 dwelling units per gross acre. The proposed development on the subject parcels should yield a density of slightly more than 9 dwelling units per acre – far less density than the R-M zoning classification allows.

In connection with input by the City of Port Wentworth (the “City”), the master plan may be amended if necessary to incorporate the development standards that are particular to an R-M classification, but which address the unique “one lot” structure proposed for this development. The developer intends to adhere to all applicable setbacks, buffers and parking requirements, though those may need to be reinterpreted to apply to this situation, in which dwelling unit buildings are not situated on their own individual lots.

The proposed development will be a very walkable, pedestrian-friendly area that will not be gated. There are possibilities to connect the proposed development to potential commercial properties that may be developed in the future to the north of the proposed development, on the other side of Little Hurst Branch.

If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

The subject parcels are currently zoned R-A, or Residential-Agriculture. Directly across Meinhard Road is the Lake Shore development, which consists of largely single family residential homes, with a few townhomes in the southeast corner of the development. Lake Shore is zoned P-RIP, or Planned Residential-Institutional. The maximum density allowed by an RIP zoning classification is 12 dwelling units per acre. That is comparable, and even a little greater than, the +/- 9 dwelling units per acre that will be contained in the proposed development. So the density of the proposed development will be slightly less than the Lake Shore development across Meinhard Road.

The properties surrounding the subject parcels on the north side of Meinhard Road are largely single family residences on large lots. However, several of the large lots to the northeast of the subject lots (across Little Hurst Branch and bordering on Benton Boulevard) are anticipated to be developed as commercial properties. The medium density, walkable and accessible development being proposed in Advenir Oakley's master plan could serve as a bridge between the more dense, largely single family Lake Shore area and the pending commercial properties to the northeast.

I. SUBJECT PROPERTY

[See tax parcel map attached as **Exhibit B** showing the parcels described below numbered **in red**]

<u>No.</u>	<u>PIN</u>	<u>Address</u>	<u>Owner</u>
1	70976 01055	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto
2	70976 01041Y	1100 Meinhard Road	William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer, Trustees, or their Successors in Trust, Under the Pfeiffer Family Living Trust Dated October 30, 2007, and Any Amendments Thereto

Legal Descriptions (metes and bounds):

PARCEL 1 (PIN 70976 01055):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947606.99; thence S 29°11'59" E a distance of 774.48' to an iron rebar set; thence S 36°38'13" E a distance of 525.40' to a concrete monument; thence S 29°55'57" W a distance of 146.04' to a concrete monument; thence N 46°17'46" W a distance of 112.59' to a concrete monument; thence S 36°53'21" W a distance of 318.07' to a concrete monument leaning; thence N 60°02'13" W a distance of 996.32' to a ½" iron rebar found; thence N 26°54'39" E a distance of 874.45' to a concrete monument; thence N 44°28'18" E a distance of 173.02' to an iron rebar, which is the POINT OF BEGINNING, said parcel containing 18.42 acres, more or less.

PARCEL 2 (PIN 70976 01041Y):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found, said point being the POINT OF BEGINNING and having a coordinate of N798360.15 E947696.99; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found; thence N 60°02'39" W a distance of 234.93' to a concrete monument found; thence N 25°11'35" E a distance of 219.19' to a concrete monument found; thence N 25°14'36" E a distance of 492.39' to a concrete monument found; thence N 46°01'09" E a distance of 137.88' to a concrete monument found; thence N 43°04'03" E a distance of 97.27' to an iron rebar set; thence S 41°22'18" E a distance of 197.35' to a concrete monument, which is the POINT OF BEGINNING, said parcel containing 5.00 acres, more or less.

II. PROPERTIES WITHIN 250' OF SUBJECT PARCELS

[See tax parcel map attached as Exhibit B showing the parcels described below highlighted in yellow and numbered in blue]

Map Ref #	PIN	Property Address	Last	First	Mailing Address
1	70976 01023	732 Highway 30	Rahn	Guy K	732 GA Hwy 30, Port Wentworth, GA 31407
2	70976 01018	711 Highway 30	Newman	Tina Woods	333 Westminster Dr, Guyton, GA 31312
3	70976 01037	743 Highway 30	Willis & Spencer	Linsey M & Timothy L.	743 GA Hwy 30, Port Wentworth, GA 31407
4	70976 01036	745 Highway 30	Nelson	Carla	P.O. Box 117, Pembroke, GA 31321
5	70976 01035	747 Highway 30	Simon	William M. & Connie E.	490 Goshen Rd, Rincon, GA 31326
6	70976 01034	749 Highway 30	Brisbin	David	749 GA Hwy 30, Port Wentworth, GA 31407
7	70976 01039	1122 Meinhard Rd	Griner	Johnny R.	1122 Meinhard Rd, Port Wentworth, GA 31407
8	70976 01038	1112 Meinhard Rd	Griner	Lynwood R. & Anita S.	1112 Meinhard Rd, Port Wentworth, GA 31407
9	70978B 07069	8 Fox Glen Ct	Floyd	Matthew	8 Fox Glen Ct, Port Wentworth, GA 31407
10	70978B 07070	6 Fox Glen Ct	Bullard	Ahsanti Y	6 Fox Glen Ct, Port Wentworth, GA 31407
11	70978B 07071	4 Fox Glen Ct	Nelson	Erin Yvette	4 Fox Glen Ct, Port Wentworth, GA 31407
12	70978B 07072	2 Fox Glen Ct	Kicklighter	Roshon	2 Fox Glen Ct, Port Wentworth, GA 31407
13	70978B 11001	101 Fox Glen Ct	Farmer	Brandon K	101 Fox Glen Ct, Port Wentworth, GA 31407
14	70978B 11002	103 Fox Glen Ct	Mayse	Aubry C & Denise G	103 Fox Glen Ct, Port Wentworth, GA 31407
15	70978B 11004	105 Fox Glen Ct	Strobert	Teresa	105 Fox Glen Ct, Port Wentworth, GA 31407
16	70978B 11005	107 Fox Glen Ct	Wade	Michael J	107 Fox Glen Ct, Port Wentworth, GA 31407
17	70978B 11006	109 Fox Glen Ct	Gibbons	Shonteria D & William	109 Fox Glen Ct, Port Wentworth, GA 31407
18	70978B 11007	111 Fox Glen Ct	Jones	Michael Edward	111 Fox Glen Ct, Port Wentworth, GA 31407
19	70978B 11008	113 Fox Glen Ct	Lockwood	Nadine Y	113 Fox Glen Ct, Port Wentworth, GA 31407
20	70978B 11009	115 Fox Glen Ct	Weaver	Aaron M & Heather A	115 Fox Glen Ct, Port Wentworth, GA 31407
21	70978B 11010	117 Fox Glen Ct	Pynn	Nathan	117 Fox Glen Ct, Port Wentworth, GA 31407
22	70978B 11011	119 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		23975 Park Sorrento Suite 300, Calabasas, CA 91301
23	70978B 11012	121 Fox Glen Ct	Bush	Ebony U	121 Fox Glen Ct, Port Wentworth, GA 31407
24	70978B 11013	123 Fox Glen Ct	Harvey	Joellen C	123 Fox Glen Ct, Port Wentworth, GA 31407

25	70978B 11014	125 Fox Glen Ct	Willert	Renee K	125 Fox Glen Ct, Port Wentworth, GA 31407
26	70978B 11015	127 Fox Glen Ct	Elleby	Tonia	127 Fox Glen Ct, Port Wentworth, GA 31407
27	70978B 11016	129 Fox Glen Ct	Cook	Johnnie Jr.	129 Fox Glen Ct, Port Wentworth, GA 31407
28	70978B 11017	131 Fox Glen Ct	Douglas	Cassandra E Catherine Theresa &	131 Fox Glen Ct, Port Wentworth, GA 31407
29	70978B 11018	133 Fox Glen Ct	Helms & Annan	Lauren Elaine	133 Fox Glen Ct, Port Wentworth, GA 31407
30	70978B 11019	135 Fox Glen Ct	Hall	Deanna	135 Fox Glen Ct, Port Wentworth, GA 31407
31	70978B 11020	137 Fox Glen Ct	Bell	Sha Nell M & Jermona	137 Fox Glen Ct, Port Wentworth, GA 31407
32	70978B 11021	139 Fox Glen Ct	American Homes 4 Rent Properties Eight, LLC		30601 Agoura Rd, Suite 200, Agoura Hills, CA 9130
33	70978B 11022	141 Fox Glen Ct	Clark	Lori C	141 Fox Glen Ct, Port Wentworth, GA 31407
34	70978B 11023	143 Fox Glen Ct	Riasco Llorent & Riasco Lanas	Lionel A. & Lionel A.	143 Fox Glen Ct, Port Wentworth, GA 31407
35	70978B 11024	145 Fox Glen Ct	Anderson	David J II	145 Fox Glen Ct, Port Wentworth, GA 31407
36	70978B 11025	147 Fox Glen Ct	Moore	Tyler J	147 Fox Glen Ct, Port Wentworth, GA 31407
37	70978B 11026	149 Fox Glen Ct	Lebyed	Mohammed	149 Fox Glen Ct, Port Wentworth, GA 31407
38	70978B 11027	151 Fox Glen Ct	Harvey AH4R Properties, LLC	Ryan A & Casey M	151 Fox Glen Ct, Port Wentworth, GA 31407
39	70978B 11028	153 Fox Glen Ct			23975 Park Sorrento Suite 300, Calabasas, CA 9130
40	70978B 11029	155 Fox Glen Ct	Curri	Detrious T	155 Fox Glen Ct, Port Wentworth, GA 31407
41	70978B 11030	157 Fox Glen Ct	Anderson	Sheena	157 Fox Glen Ct, Port Wentworth, GA 31407
42	70978B 11031	159 Fox Glen Ct	Correa	Marcelo Clos & Feranda	23018 Fairway Brg, San Antonio, TX 78258
43	70978 02001A	920 Meinhard Rd	Sample	Michael A. & Dawn	920 Meinhard Road, Port Wentworth, GA 31407
44	70978 02009	916 Monteith Rd	Lingle	Angela B & James J. Jr.	916 Monteith Road, Port Wentworth, GA 31407
45	70978 02008	912 Meinhard Rd	Beatty	Charles Waring Jr.	912 Meinhard Road, Port Wentworth, GA 31407

III. PLAT

[See ALTA plat attached as **Exhibit C**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

IV. SITE PLAN

[See draft Site Plan attached as **Exhibit A**]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

EXHIBIT A

MASTER PLAN / SITE PLAN

[Attached]



LEO Cottages at Port Wentworth

April 2023 | 1:100



Advenir Oakley Capital, LLC



NEQUETTE
ARCHITECTURE & DESIGN

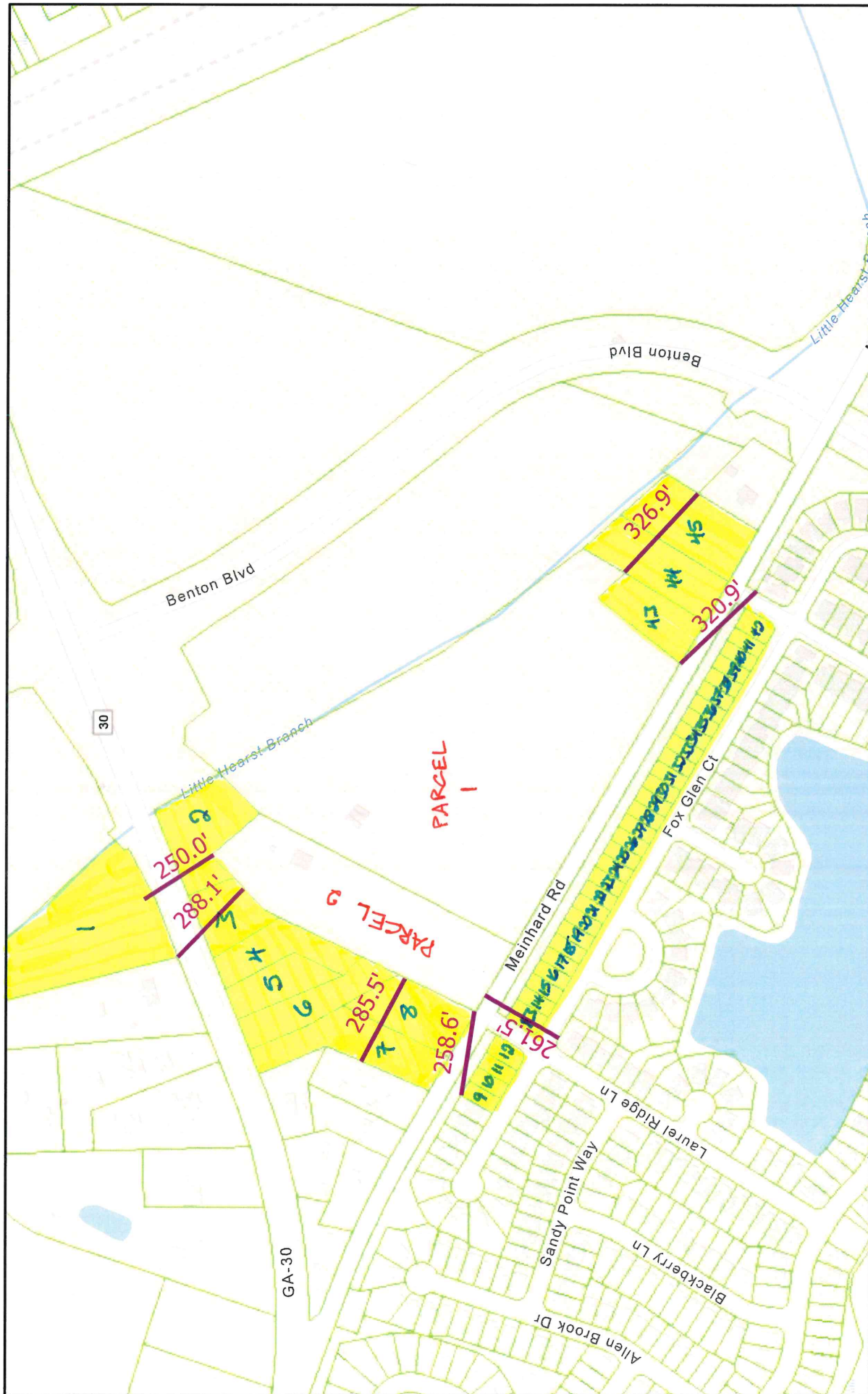
Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO RM 2023 2nd Reading)

EXHIBIT B

TAX PARCEL MAP

[Attached]

Meinhard Road



4/27/2023, 1:41:43 PM

1:6,000
0 237.5 475 950 ft
0 70 140 280 m

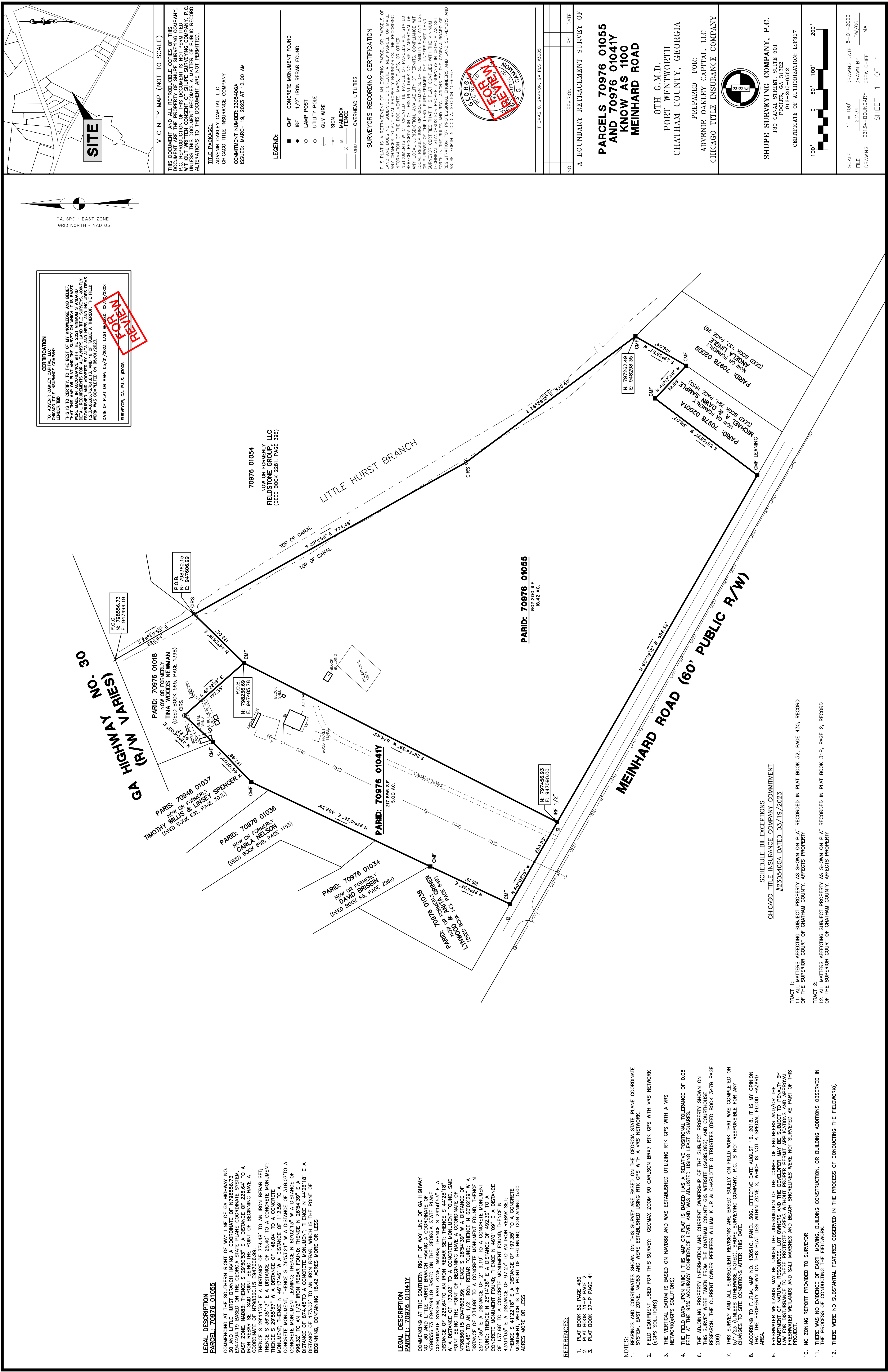
Esri Community Maps Contributors, Savannah Area GIS, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2023-Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

EXHIBIT C

PLAT OF SUBJECT PARCELS

[Attached]



**BOUHAN
FALLIGANT**
ATTORNEYS & COUNSELORS AT LAW

One West Park Avenue
Savannah, Georgia 31401

John D. Northup III
912-644-5756
jdnorthup@bouhan.com
Licensed: GA, SC

May 12, 2023

VIA FEDERAL EXPRESS

City of Port Wentworth Development Services
Attn: Stephanie Cook, Administrative Assistant
7306 GA Hwy 21, Suite 301
Port Wentworth, GA 31407
912-999-2084

**Re: Application for Zoning Map Amendment (the "Rezoning Application")
Meinhard Road parcels (PINs 70976 01055 & 70976 01041Y)
Port Wentworth, GA**

Dear Stephanie:

In connection with the above-referenced Rezoning Application, please find enclosed two (2) fully executed and notarized Authorization Owner for William K. Pfeiffer, Jr. and Charlotte G. Pfeiffer.

Very truly yours,

BOUHAN FALLIGANT LLP



John D. Northup III

JDN/der

Enclosures

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

William K Pfeiffer Jr, Trustee
 Signature of Owner

Personally appeared before me

< William Koelker Pfeiffer Jr, Trustee

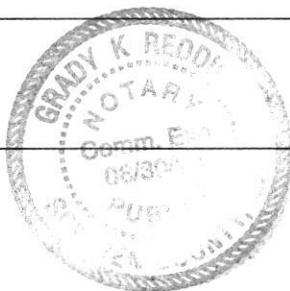
who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]

Notary Public

5-5-2023

Date



AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue
Savannah, GA 31401

Telephone Number: (912) 644-5756

Charlotte G. Pfeifer, trustee
 Signature of Owner

Personally appeared before me

Charlotte G. Pfeifer

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

[Signature]
 Notary Public

Date

5-5-2023



Attachment: ZMA Meinhard Rd 7-0976-01-041Y RA TO RM 2023-Owner sign (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Phone # (912) 644-5756

Mailing Address: Bouhan Falligant LLP, One West Park Avenue, Savannah, GA 31401

Property Owner: Lynwood R. Griner & Anita S. Griner; Johnny R. Griner

Phone #

Use back if more than one owner

Owner Address:

PIN #(s): 1112 Meinhard Rd, Pt Wentworth, GA 31407; 1122 Meinhard Rd, Pt Wentworth, GA 31407

of Acres 3.67 (aggregate)

Zoning Classification:

Present R-A

Requested R-M

Use of Property:

Present Residential / Agricultural

Requested Multifamily Residential

_____ If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

See attachment

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this

7 day of July, 2023.

Notary Public



Signature of Applicant

DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on July 27, 2023, to rezone real property described as follows:

See attachment

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
 _____ day of _____, 20____.

 Signature of Official

 Notary Public

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041 Y RA TO RM 2-2nd Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

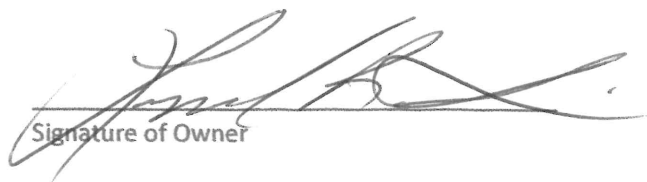
I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue

Savannah, GA 31401

Telephone Number: (912) 644-5756


Signature of Owner

Personally appeared before me

Lynwood Giner to Sundi Williamson.

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.



Notary Public

7-12-23

Date

Sundi Williamson
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires May 29th, 2024

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041Y RA TO RM 2-2nd Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: John D. Northup III, on behalf of Advenir Oakley Development, LLC

Address: Bouhan Falligant LLP, One West Park Avenue

Savannah, GA 31401

Telephone Number: (912) 644-5756



Signature of Owner

Personally appeared before me

Anita Griner to Sundi Williamson

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.



Notary Public

7-12-23

Date

Sundi Williamson
NOTARY PUBLIC
Effingham County
State of Georgia
My Comm. Expires May 29th, 2024

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS
(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on July 27, 2023, to rezone real property described as follows:

See attachment

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

N/A

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
7 day of July, 2023.

Signature of Applicant

Notary Public



ATTACHMENT

**to Rezoning (Map Amendment) Application
of John D. Northup III
for Advenir Oakley Development, LLC**

SUBJECT PARCELS

The three subject parcels (the “Griner Properties”) are the following:

- 1) PIN 70976 01038 (1112 Meinhard Rd, Port Wentworth, GA 31407) – 1.14 ac.
- 2) PIN 70976 01039 (1122 Meinhard Rd, Port Wentworth, GA 31407) – 1.50 ac.
- 3) PIN 70976 01040 (1122 Meinhard Rd, Port Wentworth, GA 31407) – 1.03 ac.

The Griner Properties are located between Meinhard Road and Georgia Highway 30. They are contiguous, with each parcel having frontage along Meinhard Road (218’, 120’ and 140’, respectively). Importantly, Parcel #2 (70976 01039) also has 79’ of frontage along Highway 30.

The applicant for this rezoning application is Advenir Oakley Development, LLC (“Advenir Oakley”). Advenir Oakley is currently already seeking to rezone the two parcels totaling 23.42 acres, immediately to the east of the Griner Properties along Meinhard Road (the “Pfeiffer Properties”). That rezoning application, which seeks to rezone the Pfeiffer Properties from R-A to R-M, was filed with Port Wentworth on May 4, 2023.

Shortly after filing the rezoning application for the Pfeiffer Properties, Advenir Oakley discovered that the Griner Properties were available for sale, and put those properties under contract. As a result, Advenir Oakley currently has both the Griner Properties and the Pfeiffer Properties under contract. This rezoning application is thus linked with the existing rezoning application for the Pfeiffer Properties. Ideally, the City of Port Wentworth would hear both applications concurrently, because they are related.

As discussed below, Advenir Oakley plans to develop a “cottage”-style residential community containing approximately 250 dwelling units (the “Project”). If both rezoning applications are successful, the applicant will close on both the Pfeiffer Properties and the Griner Properties, totaling just over 27 acres. Importantly, the inclusion of the Griner Properties in this assemblage would give the Project direct access to Highway 30 (pursuant to approval from the Georgia Department of Transportation). That access, in addition to the already-planned access along Meinhard Road, should help mitigate any effect on traffic along Meinhard Road that the Project might have.

INTRODUCTION

The Griner Properties are within the Phase 3 Master Plan Design District. Accordingly, pursuant to Section 2.3 of the Master Plan Overlay section within Section 5.1 of the Port Wentworth Zoning Ordinance (the “Ordinance”), the Griner Properties must submit a master plan for review and approval by the City. The site plan attached hereto as Exhibit A (the “Master Plan”) shall constitute the master plan for purposes of compliance with such section of the Ordinance.

Please note that this Master Plan includes **BOTH** the Griner Properties and the Pfeiffer Properties, since both will be included in the assemblage for the Project to be developed by Advenir

Oakley. Accordingly, the following paragraphs in this section, which were included in the rezoning application for the Pfeiffer Properties, are restated below, with such paragraphs updated only to reference the slightly increased scale of the Project due to the addition of the acreage from the Griner Properties.

The Master Plan contemplates a development that contains approximately 250 dwelling units and an amenity complex, contained within approximately 27 acres. The five currently existing parcels (two from the Pfeiffer Properties, and three from the Griner Properties) will be recombined after the developer acquires them (contingent on a successful rezoning), to create a single parcel that will be owned by Advenir Oakley. The nature of the proposed development is a “build to rent” or “cottage” community, which will consist of dwelling units in single-family or two-family buildings that are owned and operated by the developer as rental units. Accordingly, a separate lot is not required for each building or dwelling unit, since ownership of all buildings and dwelling units will be retained by the developer. In this way, the development will function like a multi-family development, though with units not being clustered in a single large building, but rather in single- or two-family homes spread across a small number of lots. The developer calls this concept a “horizontal multi-family” use.

Given this proposed use, the master plan contains only a single zoning classification – R-M, or Multifamily Residential. That zoning classification allows for a maximum density of 18 dwelling units per gross acre. The proposed development on the subject parcels should yield a density of slightly more than 9 dwelling units per acre – far less density than the R-M zoning classification allows.

In connection with input by the City of Port Wentworth (the “City”), the master plan may be amended if necessary to incorporate the development standards that are particular to an R-M classification, but which address the unique “single lot” structure proposed for the Project. The developer intends to adhere to all applicable setbacks, buffers and parking requirements, though those may need to be reinterpreted to apply to this situation, in which dwelling unit buildings are not situated on their own individual lots.

The proposed development will be a very walkable, pedestrian-friendly area that will not be gated. There are possibilities to connect the proposed development to potential commercial properties that may be developed in the future to the north of the proposed development, on the other side of Little Hurst Branch.

If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

The subject parcels are currently zoned R-A, or Residential-Agriculture. Directly across Meinhard Road is the Lake Shore development, which consists of largely single family residential homes, with a few townhomes in the southeast corner of the development. Lake Shore is zoned P-RIP, or Planned Residential-Institutional. The maximum density allowed by an RIP zoning classification is 12 dwelling units per acre. That is comparable, and even a little greater than, the 9.23 dwelling units per acre that will be contained in the proposed development. So the density of the proposed development will be slightly less than the Lake Shore development across Meinhard Road.

The properties surrounding the Griner Properties on the north side of Meinhard Road are largely single family residences on large lots. However, several of the large lots to the northeast of the Pfeiffer Properties (across Little Hurst Branch and bordering on Benton Boulevard) are anticipated to be developed as commercial properties. The medium density, walkable and accessible development being proposed in Advenir Oakley's master plan could serve as a bridge between the more dense, largely single family Lake Shore area and the pending commercial properties to the northeast.

I. SUBJECT PROPERTY

[See tax parcel map attached as Exhibit B showing the parcels described below numbered in red]

<u>No.</u>	<u>PIN</u>	<u>Address</u>	<u>Owner</u>
1	70976 01038	1112 Meinhard Road	Lynwood R. Griner and Anita S. Griner
2	70976 01039	1122 Meinhard Road	Johnny R. Griner
3	70976 01040	1122 Meinhard Road	Johnny R. Griner

Legal Descriptions (metes and bounds):

PARCEL 1 (PIN 70976 01038):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found, said point being the POINT OF BEGINNING; thence N 55°16'34" W a distance of 217.73' to a concrete monument set; thence N 30°03'23" E a distance of 359.44' to a concrete monument set; thence S 25°06'42" E a distance of 319.09' to a concrete monument found; thence S 30°02'54" W a distance of 219.14' to a concrete monument found, which is the POINT OF BEGINNING, said parcel containing 1.14 acres, more or less.

PARCEL 2 (PIN 70976 01039):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found; thence N 55°16'34" W a distance of 217.73' to a concrete monument set, said point being the POINT OF BEGINNING; thence N 30°03'23" E a distance of 359.44' to a concrete monument set; thence N 25°06'42" W a distance of 124.82' to a concrete monument found; thence N 18°23'46" W a distance of 188.00' to a concrete monument found; thence S 72°42'59" W a distance of 79.21' to a concrete monument found; thence S 18°23'46" W a distance of 220.92'; thence S 28°00'50" W a distance

of 341.40' to a 5/8" rebar set.; thence S 55°31'53" E a distance of 119.7' to a concrete monument set, which is the POINT OF BEGINNING, said parcel containing 1.50 acres, more or less.

PARCEL 3 (PIN 70976 01040):

Commencing at the southern right of way line of GA Highway No. 30 and Little Hurst Branch, having a coordinate of N798556.73 E947494.19 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence S 29°50'53" E a distance of 226.64' to an iron rebar set; thence S 44°28'18" W a distance of 173.02' to a concrete monument found; thence S 26°54'39" W a distance of 874.45' to a ½" iron rebar found, said point having a coordinate of N797456.93 E947090.00 based on the Georgia State Plane Coordinate System, East Zone, NAD83; thence N 60°02'19" W a distance of 234.93' to a concrete monument found; thence N 55°16'34" W a distance of 217.73' to a concrete monument set; thence N 55°31'53" W a distance of 119.7' to a 5/8" rebar set, said point being the POINT OF BEGINNING; thence N 55°31'53" W a distance of 110.45' to a concrete monument found; thence N 53°55'40" W a distance of 29.55' to a concrete monument found; thence N 30°05'33" E a distance of 329.79' to a concrete monument found; thence S 69°51'03" E a distance of 127.14'; thence S 28°00'50" W a distance of 341.40' to a 5/8" rebar set, which is the POINT OF BEGINNING, said parcel containing 1.03 acres, more or less.

II. PROPERTIES WITHIN 250' OF SUBJECT PARCELS

[See tax parcel map attached as Exhibit B showing the parcels described below highlighted in yellow and numbered in blue]

Vlap Ref #	PIN	Property Address	Last	First	Mailing Address
1	70976 01032	1124 Meinhard Rd	Williams Brothers		PO Box 188, Hazelhurst, GA 31539
2	70976 01031	1126 Meinhard Rd	Trucking Inc		
3	70976 01030	755 Highway 30	Newman	Tina Woods	333 Westminister Dr, Guyton, GA 31312
4	70976 01033	753 Highway 30	Ard	Robert	1101 Turf Road, Statesboro, GA 30458
5	70976 01042	744 Highway 30	Dickerson	Julius & Linda	753 GA Highway 30, Port Wentworth, GA 31407
6	70976 01043	742 Highway 30	Kerby	Patricia	744 Highway 30, Port Wentworth, GA 31407
7	70976 01027	742 Highway 30	Tyson	John G., Sr.	742 Highway 30, Port Wentworth, GA 31407
8	70976 01034	734 Highway 30	Tubito & Roche	Vincenzo & Maureen	734 Highway 30, Port Wentworth, GA 31407
9	70976 01034	749 Highway 30	Brisbin	David	749 GA Hwy 30, Port Wentworth, GA 31407
10	70976 01035	747 Highway 30	Simon	William M. & Connie E.	490 Goshen Rd, Rincon, GA 31326
10	70976 01036	745 Highway 30	Nelson	Carla	P.O. Box 117, Pembroke, GA 31321
				William K. & Charlotte G., as Trustees under the Pfeiffer Family Living Trust dated October 30, 2007	
11	70976 01041Y	1100 Meinhard Rd	Pfeiffer		1100 Meinhard Rd, Port Wentworth, GA 31407
12	70978B 11005	107 Fox Glen Ct	Wade	Michael J	107 Fox Glen Ct, Port Wentworth, GA 31407
13	70978B 11004	105 Fox Glen Ct	Strobert	Teresa	105 Fox Glen Ct, Port Wentworth, GA 31407
14	70978B 11002	103 Fox Glen Ct	Mayse	Aubry C & Denise G	103 Fox Glen Ct, Port Wentworth, GA 31407
15	70978B 11001	101 Fox Glen Ct	Farmer	Brandon K	101 Fox Glen Ct, Port Wentworth, GA 31407
16	70978B 07072	2 Fox Glen Ct	Kicklighter	Roshon	2 Fox Glen Ct, Port Wentworth, GA 31407
17	70978B 07071	4 Fox Glen Ct	Nelson	Erin Yevette	4 Fox Glen Ct, Port Wentworth, GA 31407

18	70978B 07070	6 Fox Glen Ct	Bullard	Ahsanti Y	6 Fox Glen Ct, Port Wentworth, GA 31407
19	70978B 07069	8 Fox Glen Ct	Floyd	Matthew	8 Fox Glen Ct, Port Wentworth, GA 31407
20	70978B 07068	10 Fox Glen Ct	Swain	Detrich S. & Curtrina Y.	10 Fox Glen Ct, Port Wentworth, GA 31407
21	70978B 07067	12 Fox Glen Ct	Pearson	Donald Shaun Michael & Mikelle	12 Fox Glen Ct, Port Wentworth, GA 31407
22	70978B 07066	14 Fox Glen Ct	Ellison & Wilds	B.	14 Fox Glen Ct, Port Wentworth, GA 31407
23	70978B 07065	16 Fox Glen Ct	Lewis	Shawn Brandt	16 Fox Glen Ct, Port Wentworth, GA 31407
24	70978B 07064	18 Fox Glen Ct	Bertz Quesada-Melendez & Marrero-	Robert Edward III	18 Fox Glen Ct, Port Wentworth, GA 31407
25	70978B 07063	20 Fox Glen Ct	Martinez	Ernest D. & Karla	20 Fox Glen Ct, Port Wentworth, GA 31407
26	70978B 07062	22 Fox Glen Ct	Hernandez	Emanuel	22 Fox Glen Ct, Port Wentworth, GA 31407

III. PLAT

[See ALTA plat attached as Exhibit C]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

IV. SITE PLAN

[See draft Site Plan attached as Exhibit A]

15 hard copies in 11"x17" and 1 hard copy in 8.5"x11" submitted with paper filing

EXHIBIT A

MASTER PLAN / SITE PLAN

[Attached]



NEQUETTE
ARCHITECTURE & DESIGN

LEO at Port Wentworth, GA

June 2023 | 1:100

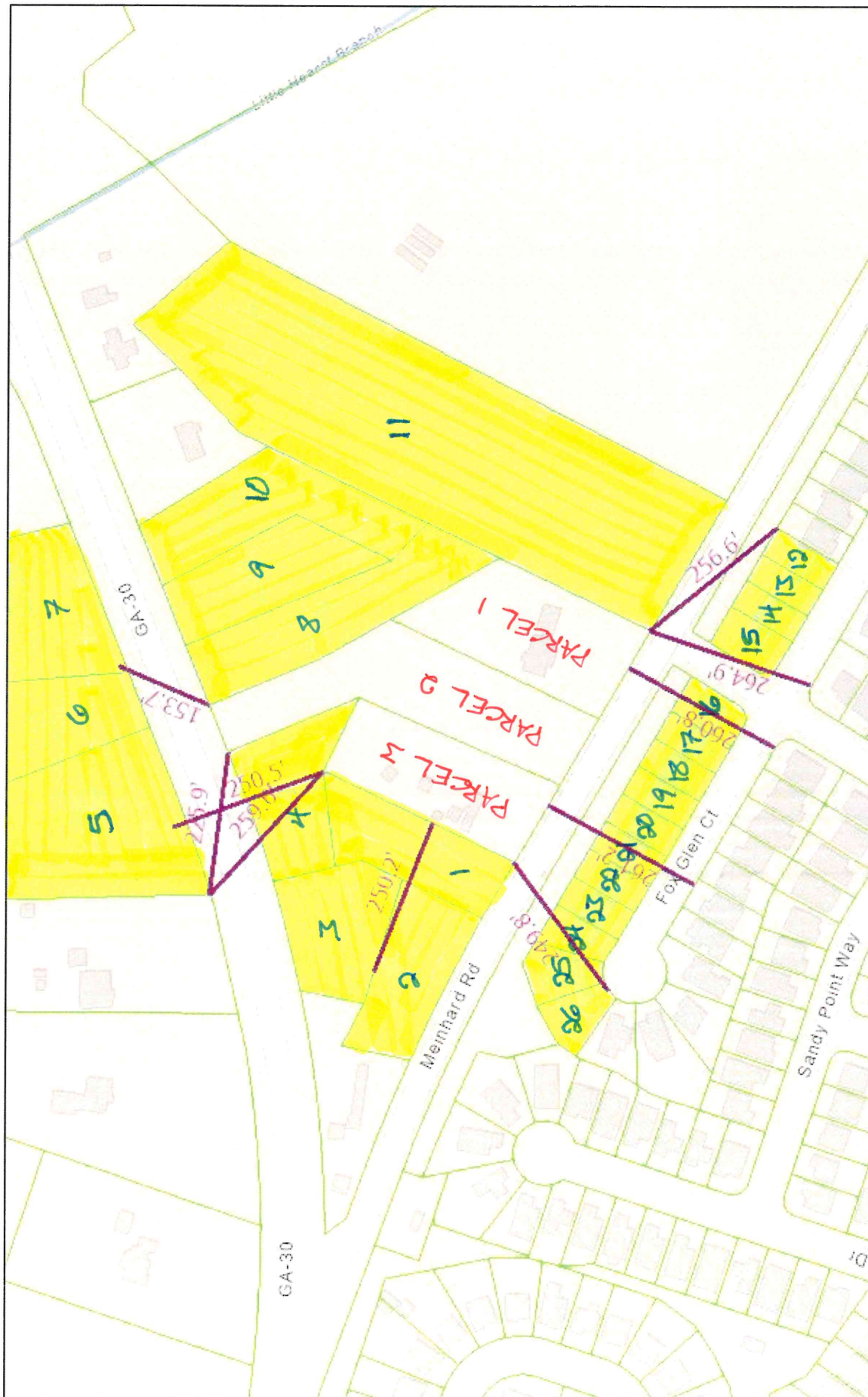
Advenir Oaklev Capital, LLC

Attachment: ZMA Meinhard Rd 7-0976-01-055 & 7-0976-01-041 Y RA TO RM 2-2nd Application (2884 : ZMA 1100,1112, 1122 MEINHARD RD RA TO

EXHIBIT B**TAX PARCEL MAP**

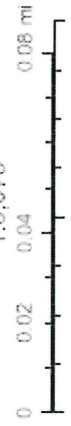
[Attached]

Meinhard Road - Parcels w/in 250'



7/7/2023, 9:41:11 AM

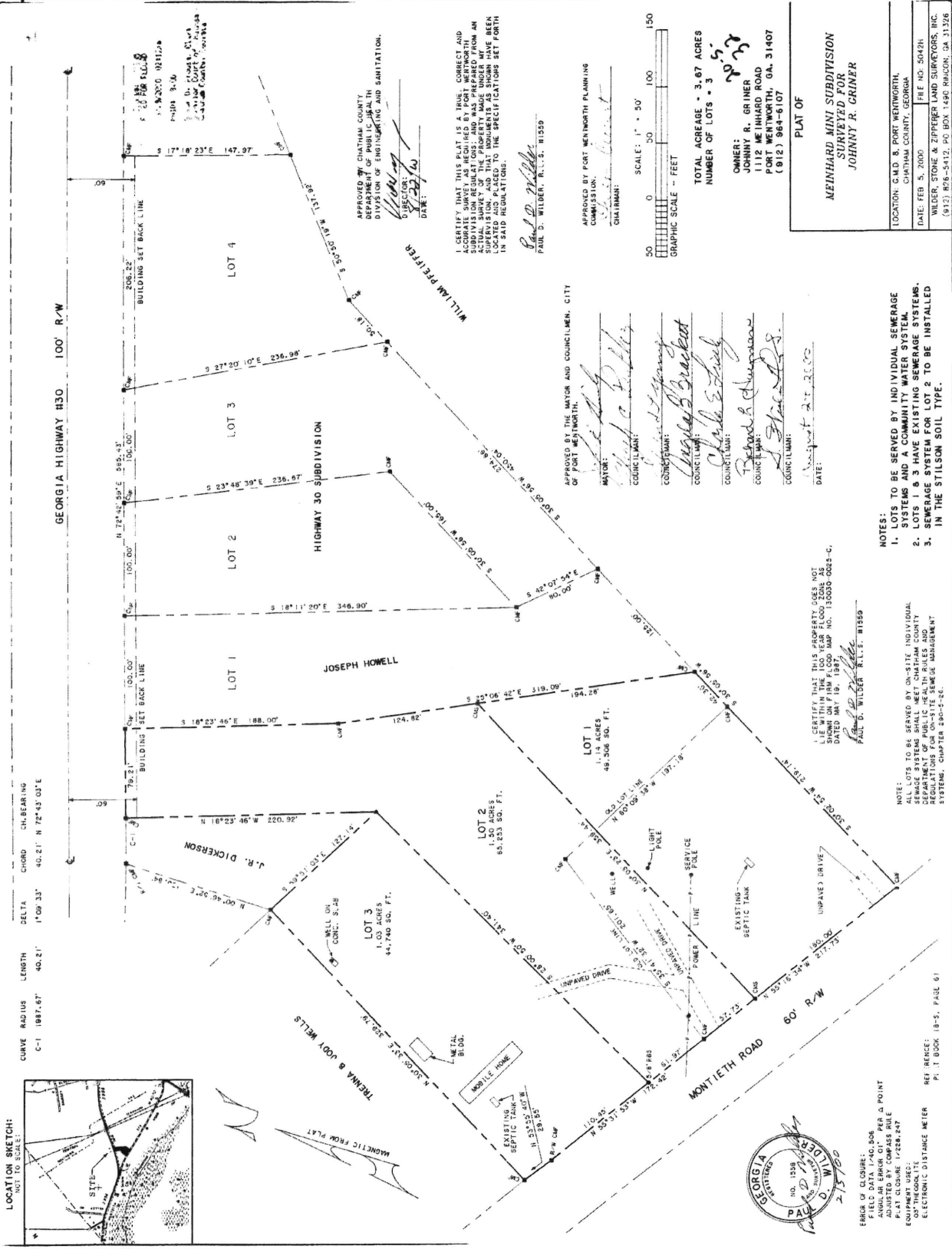
1:3,075



Esri Community Maps Contributors, Savannah Area GIS, © OpenStreetMap
Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI

EXHIBIT C**PLAT OF SUBJECT PARCELS**

[Attached]



Project Timeline

Project Number: 230148

Project Name: ZMA Meinhard Rd 7-0976-01-055/041Y RA TO RM 2023

Additional Properties: 7-0976-01-038/039/040

Applicant: John Northup III, on behalf of Advenir Oakley Development LLC

Owner: Pfeiffer Family Living Trust: William K Pfeiffer Jr & Charlotte G Pfeiffer

Additional Property Owners: Lynwood & Anita Griner & Johnny Griner

Planning Commission Date:07/10/2023

1st Reading Council Date:07/27/20232nd Reading Council Date:08/24/2023

- 05/05/2023 – Application received-Incomplete (SC)
- 05/08/2023 – Email sent to John Northup for Original Signatures on Authorization of Property Owners Form (SC)
- 05.15.2023 - Public Hearing Notice Letters mailed out to APO's.
- 05.15.2023 - Public Hearing notice sent to newspaper to be ran for Friday May 19, 2023
- 05/16/2023 - Original signatures for Authorization of Property Owners received and application fees as well. Application complete.
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 07.10.2023 – The Planning Commission voted unanimously to approve the application.
- 07.27.2023 – Received 2nd Application to include Griner Properties on Meinhard
- 07.27.2023 – Received PDF
- 07.28.2023 – Received check for 2nd application.
- 08.01.2023 – Revised Signs ordered
- 08.10.2023 – signs reposted.



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
Department: Development Services
Category: Ordinance
Prepared By: Melanie Ellis
Department Head: Melanie Ellis

AGENDA ITEM (ID # 2883)

DOC ID: 2883

Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (2nd Reading)

Issue/Item: Zoning Map Amendment Application submitted by Daniel Ben-Yisrael, Drayton Parker Companies, on behalf of Frank Neville Floyd, for PIN #'s 70976 02029, a portion of 70976 02003, and a portion of 70976B 01001B (intersection of Highway 21 and Highway 30) to Rezone from RA (Residential Agriculture) to C-2 (Community Business) Zoning District for the purpose of a Convenience Store / Fuel Service Station (Parker's Kitchen) (2nd Reading)

Background: The subject property is currently woodland and open area.

Facts and Findings: The total amount of property to be rezoned is 7.843 acres. The applicant is requesting to rezone for a commercial development that will include a Convenience Store/Gas Station and two (2) Out-Parcels. The project will also include associated parking and drainage. The proposed access will be off Highway 30. The Developer intends to connect to City of Port Wentworth water and sanitary sewer utilities. According to the 2021 City of Port Wentworth Comprehensive Plan this property is under the Rural Neighborhood Character Area. This project is located in City Council District 1.

Funding: N/A

Recommendation: The Planning Commission will hear this application on Monday, August 14, 2023 at 3:30 PM. / **UPDATE: THE PLANNING COMMISSION VOTED UNANIMOUSLY TO APPROVE THE APPLICATION.**

ATTACHMENTS:

- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Signed App 5.24.23 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Adj Prop. Owners (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Rezoning Exhibit 5.24.23 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Concept Plan 11.3.22 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Sub Plat Rev 3 11.3.22 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Book 25p Page 10 (TIF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Book 41S Page 29 (TIF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed-Lots 1 & 2 (PDF)
- ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Auth of Property Owner (PDF)

- Wentworth Grove Major Subdivision P-Plat 2023 - Timeline (DOCX)

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Drayton Parker Companies C/O Daniel Ben-Yisrael Phone # 912-677-0593

Mailing Address: 17 W. McDonough Street, Savannah, GA 31401

Property Owner: Floyd Frank Neville Phone # _____

Use back if more than one owner

Owner Address: 120 State Road 30, Port Wentworth, GA 31407

PIN #(s): 70976-02029; 70976-02003; 70976B01001B # of Acres 7.843

Zoning Classification: Present R-A Requested C-2

Use of Property: Present Undeveloped Field Requested Gas Station

X If the requested changed is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ If the requested changed is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

- These properties combine to create the northwest quadrant of the intersection of Highway 21 & 30
- The uses to the east, west and south are all commercial and include 1.) The City of Port Wentworth
- 2.) CVS Pharmacy 3.) Car Wash 4.) Coastal Nursery & Landscape Supply
- The proposed rezoning would not be in conflict with adjacent zonings or uses in these areas.

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 250 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit fifteen (15) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit fifteen (15) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form. N/A
6. Disclosure of Financial Interests form N/A
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of \$356.00 + \$50.00 per acre + \$50.00 Administrative Fee, payable to the City of Port Wentworth.

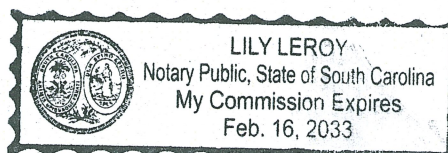
APPLICATION MUST BE FILED 45 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this
24 day of May, 2023.

Lily L.
Notary Public

[Signature]
Signature of Applicant



DISCLOSURE OF FINANCIAL INTERESTS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

N/A

The undersigned official of the City of Port Wentworth has a property interest (Note 1) in said property as follows:

N/A

The undersigned official of the City of Port Wentworth has financial interest (Note 2) in a business entity (Note 3) which has property interest in said property, which financial interests as follows:

N/A

The undersigned official of the City of Port Wentworth has a member of the family (Note 4) having a property interest in said property or a financial interest in a business entity which has a property interest in said property, which family member and property interest or financial interest are as follows:

N/A

Note 1: Property Interest – Direct ownership of real property, including any percentage of ownership less than total ownership

Note 2: Financial Interest – All direct ownership interest of the total assets or capital stock of a business entity where such ownership interest is 10 percent or more

Note 3: business entity – Corporation, partnership, limited partnership, firm, enterprise, franchise, association or trust

Note 4: Member of family – Spouse, mother, father, brother, sister, son, or daughter

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

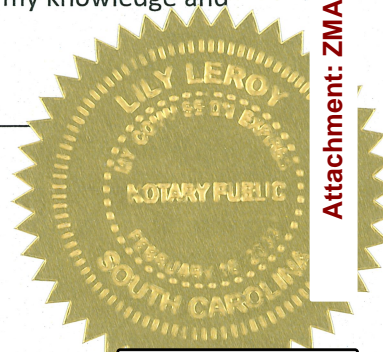
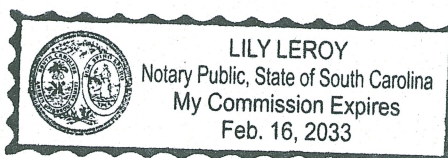
Sworn to and subscribed before me this

24 day of may, 2023.

Lily L.

Notary Public

[Signature]
Signature of Official



DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

(Required by Title 36, Chapter 67A, Official Code of Georgia Annotated)

Reference: Application filed on _____, 20_____, to rezone real property described as follows:

N/A

Withing the two years preceding the above filing date, the applicant has made campaign contributions aggregating \$250.00 or more to each member of the City Council of the City of Port Wentworth who will consider the application and is listed below. List (1) the name and official position of the local government official and (2) the dollar amount, description and date of each campaign contribution.

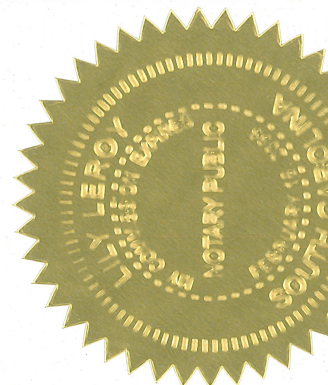
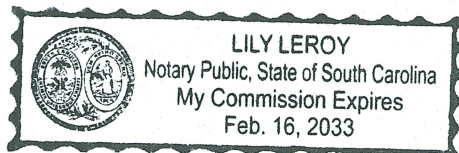
N/A

I hereby depose and say that all statements herein are true, correct and complete to the best of my knowledge and belief.

Sworn to and subscribed before me this
24 day of may, 2023.

Lily Leroy
 Notary Public

[Signature]
 Signature of Applicant



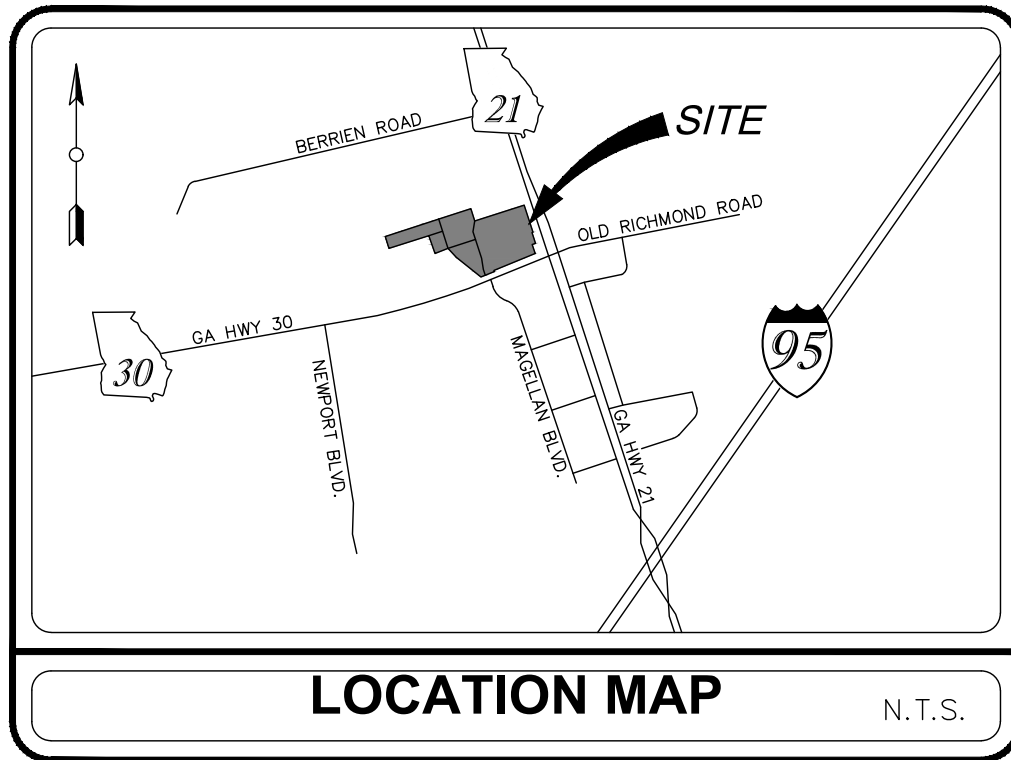
Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Signed App 5.24.23 (2883 : ZMA 70976 02003, 70976 02029, &

22-2059 Parkers – Highway 21 & 30, Port Wentworth

Adjacent property owners within 250' of property boundaries:

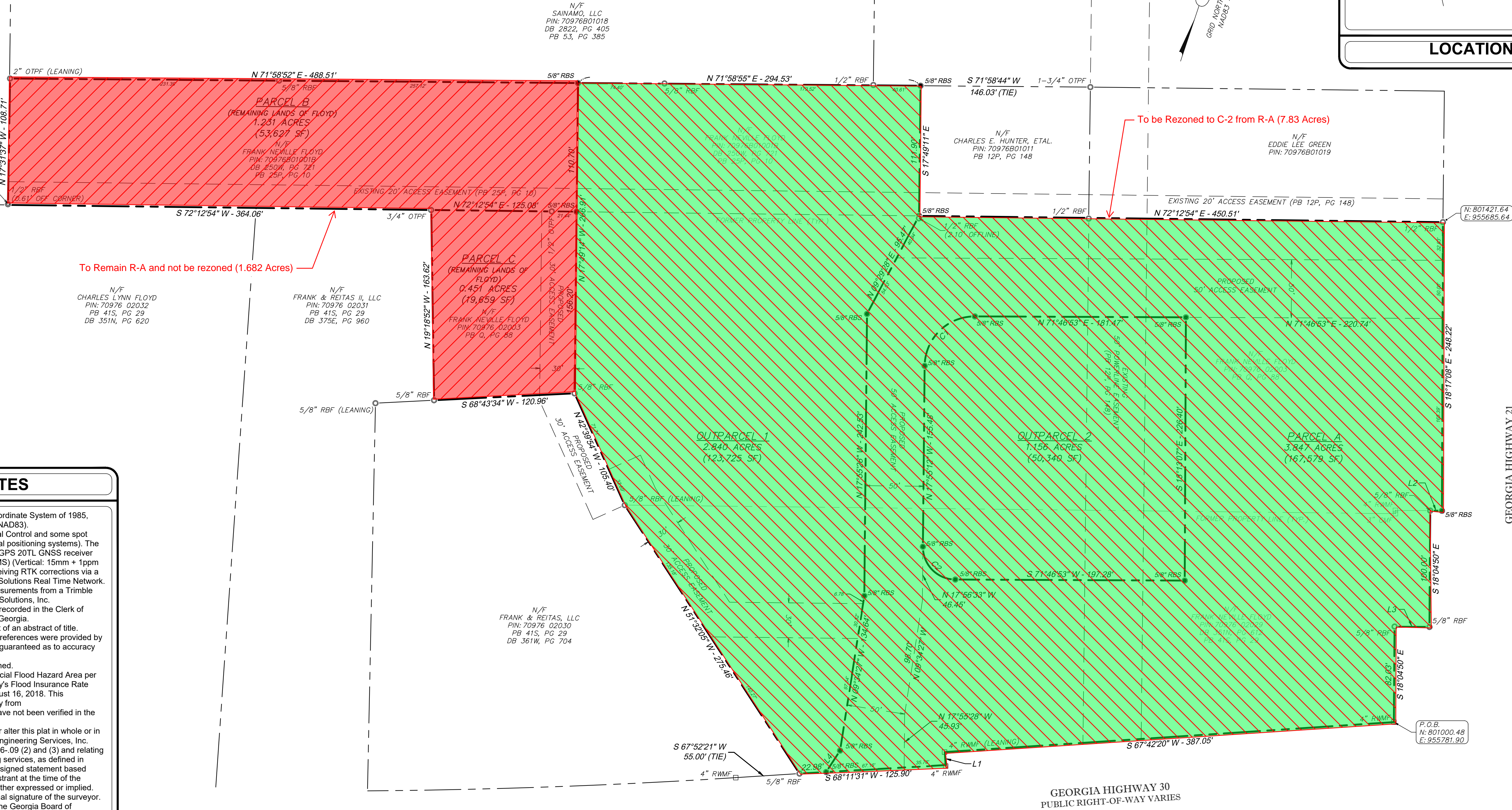
- 1.) Frank & Reita's LLC; 70976 02030; 134 Highway 30; 1716 E Highway 80, Bloomingdale, GA 31302
- 2.) Green Eddie Lee; 70976B01018 & 70976B01019; Highway 21; 7317 Highway 21, Port Wentworth, GA 31407
- 3.) Hunter Charles & Rosella; 70976B01001A; 7229 Highway 21, Port Wentworth, GA 31407
- 4.) Jones Rosella ET AL; 70976B01002; Augusta Road; 116 Village Lake Drive, Pooler, GA 31322
- 5.) Hunter Charles E ET AL; 70976B01011; Augusta Road; 7229 Highway 21, Port Wentworth, GA 31407
- 6.) Port City Car Wash, LLC.; 70037 02007; 38 Magellan Blvd.; 118 Pipemakers Circle, Suite 100, Pooler, GA 31322
- 7.) Double Reverse, LLC.; 70037 02006; 0 Magellan Blvd.; 250 N. Orange Avenue, Suite 1500, Orlando, FL 32801
- 8.) WPB Estate Management LLC.; 70037 02016; 0 Highway 21; 4107 Columbia Road, Augusta, GA 30907

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERKS FILING INFORMATION



LOCATION MAP

N.T.S.



To Remain R-A and not be rezoned (1.682 Acres)

To be Rezoned to C-2 from R-A (7.83 Acres)

SURVEY NOTES

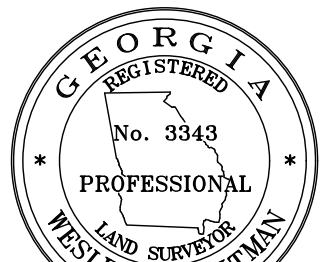
- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Basis of Bearings: Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 20TL GNSS receiver [RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)] with a Carlson RT3 data collector receiving RTK corrections via a Verizon Jetpack MiFi 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Chatham County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject and adjacent property owners' deed references were provided by EMC Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are accurate only where dimensioned.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13051C0030G; Effective Date: August 16, 2018. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (OCGA) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps. of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.

SURVEY DATA	
Parcel A:	3.847 Acres (167,579 Square Feet)
Outparcel 1:	2.840 Acres (123,725 Square Feet)
Outparcel 2:	1.156 Acres (50,340 Square Feet)
Parcel B:	1.231 Acres (53,627 Square Feet)
Parcel C:	0.451 Acres (19,659 Square Feet)
Total Area:	9.525 Acres (414,930 Square Feet)

Plat Closure: 1 in 1,273,168
Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.
Equipment used: Carlson CR2+ Robotic Total Station
Carlson BRx6 GNSS GPS/eGPS Network
Field Work Completed on: September 23, 2022

REFERENCES		
PB 75, PG 34	PB 12P, PG 148B	PB 25, PG 10
PB 41S, PG 29	PB Q, PG 88	DB 1250W, PG 721

SURVEYORS CERTIFICATION



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

Wesley P. Weitman
GA REG. L. S. NO. 3343

11/3/2022
DATE

LEGEND

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
FORMER PROPERTY LINE	---	NOW OR FORMERLY	N/F
METES AND BOUNDS	N 47°45'54" E - 497.06'	RIGHT-OF-WAY	R/W
TAG LABEL	L# or C#	PLAT BOOK	PB
5/8" IRON REBAR FOUND	○ 5/8" RBF	DEED BOOK	DB
RIGHT-OF-WAY MONUMENT FOUND	□ RWMF	PAGE	PG
5/8" IRON REBAR SET W/CAP	● RBS	NOT TO SCALE	N.T.S.
MEANDER POINT	○		

CERTIFICATE OF DEDICATION

ALL STREETS, RIGHTS-OF-WAY, EASEMENTS AND ANY SITES FOR PUBLIC USE AS NOTED ON THIS PLAT ARE HEREBY DEDICATED FOR THE USE INTENDED.

OWNER _____ DATE _____

CERTIFICATE OF APPROVAL

APPROVED BY THE MAYOR AND COUNCIL, CITY OF PORT WENTWORTH

MAYOR _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

COUNCIL MEMBER _____ DATE _____

RECOMBINATION AND SUBDIVISION PLAT

FLOYD PROPERTY - 9.525 ACRES

8th G.M. DISTRICT

CITY OF PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:

DRAYTON PARKER COMPANIES

EMC ENGINEERING SERVICES, INC.

P.O. Box 2086
1211 Merchant Way, Suite 201
Salem, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
statesboro@emc-eng.com
www.emc-eng.com



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ENVIRONMENTAL
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GREENVILLE • SAVANNAH • STATESBORO • THOMASTON • VALDOSTA

NO.	REVISION DESCRIPTION	DATE
1	REVISE SUBDIVISION & EASEMENT LINE	9/28/22
2	CORRECT ACRES/SIGNATURE LINES	10/12/22
3	REVISE LOT LINES (PARCEL A, OP 1 & OP 2)	11/03/22

GRAPHIC SCALE: 1" = 50'

SHEET
1
OF 1

G:\22-2059 PARKER'S- HWY 21 & HWY 30.DWG\22-2059-001.DWG 11/3/2022 11:49 AM



VICINITY MAP:
NOT TO SCALE

SITE NOTES:

PROJECT DESCRIPTION

THE SUBJECT SITE CONSISTS OF UNDEVELOPED/OPEN SPACE, LYING ON 3 PARCEL(S) OF LAND. IT IS THE INTENTION OF THE DEVELOPER TO CONSTRUCT A CONVENIENCE STORE / GAS STATION AT THE CORNER OF HWY. 21 AND HWY. 30. THE DEVELOPER ALSO PLANS TO INSTALL AN ACCESS ROAD OFF OF HWY. 30 TO SERVE THE CONVENIENCE STORE DIESEL FUELING STATION AS WELL AS OUT-PARCELS TO BE LOCATED WEST OF THE ACCESS ROAD.

PROPERTY DESCRIPTION

NORTHWEST INTERSECTION OF HWY. 21 & HWY. 30
PIN #: 70976-02029, 70976-02003 & 70976B01001B

AREA

TOTAL PROPERTY AREA 7.83 ACRES
SUBJECT PROPERTY AREA 3.84 ACRES
OUT-PARCEL AREA OUT-PARCEL #1- 2.83 ACRES
OUT-PARCEL #2- 1.16 ACRES

ZONING

EXISTING R-A
PROPOSED C-3 (GENERAL-BUSINESS) (REZONING REQUIRED)

SETBACKS

FRONT SETBACK: 40'-FT
SIDE SETBACK: 10'-FT
REAR SETBACK: 10'-FT

UTILITIES

WATER THE DEVELOPER INTENDS TO CONNECT TO THE CITY OF PORT WENTWORTH'S UTILITY MAINS FOR WATER AND SANITARY SEWER SERVICE.
SANITARY SEWER

OFF STREET PARKING NOTES:

REQUIRED PARKING

1 SPACE PER 200 SQ. FT. + 1 SPACE PER FUEL PUMP

REQUIRED PARKING DESIGN CONSTRAINT

5,175 SQ. FT.
7 PUMPS

REQUIRED PARKING CALCULATION

(1 SPACE PER 200 SQ. FT. * 5,175 SQ. FT.) + (1 SPACE PER FUEL PUMP * 7 PUMPS) = 33 SPACES REQUIRED

PARKING PROVIDED

31 9'-FT WIDE REGULAR AUTO SPACES
2 9'-FT WIDE ADA AUTO SPACES
33 TOTAL SPACES

HATCH LEGEND:

PROPOSED ASPHALT

PROPOSED HEAVY-DUTY ASPHALT

PROPOSED CONCRETE SIDEWALK

DUMPSTER PAD

CONCEPTUAL PLAN SPECIAL NOTES

①	PYLON SIGN - TO BE DESIGNED AND PERMITTED BY OTHERS
②	24' X 186' AUTO CANOPY
③	DUMPSTER ENCLOSURE
④	CONCRETE PAD W/ (3) UNDERGROUND FUEL STORAGE TANKS

GEORGIA811

www.Georgia811.com

Know what's below.
Call before you dig.

THIS CONCEPTUAL SITE PLAN IS INTENDED TO ILLUSTRATE DEVELOPMENT POTENTIAL. THIS PLAN DOES NOT BIND OR LIMIT THE OWNER / DEVELOPER, NOR SHALL THE ENGINEER BE BOUND OR LIMITED BY THE PLAN. ALL ILLUSTRATIONS / DRAWINGS ARE SUBJECT TO CHANGE

NO.

REVISION DESCRIPTION

DATE

EMC ENGINEERING SERVICES, INC.

1211 Merchant Way, Suite 201
Statesboro, GA 30458
Ph: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

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SAVANNAH • STATESBORO • THOMASTON • VALDOSTA • WARNER ROBINS

CONCEPTUAL PLAN

PARKER'S KITCHEN

HWY. 21 & HWY. 30

PORT WENTWORTH, CHATHAM COUNTY, GEORGIA

Prepared for:
THE PARKER COMPANIES

PROJECT NO.: 22-2059

DRAWN BY: KES

DESIGNED BY: KES

SURVEYED BY: -

CHECKED BY: CPR

SCALE: 1" = 50'

DATE: 11/03/2022

SHEET

1

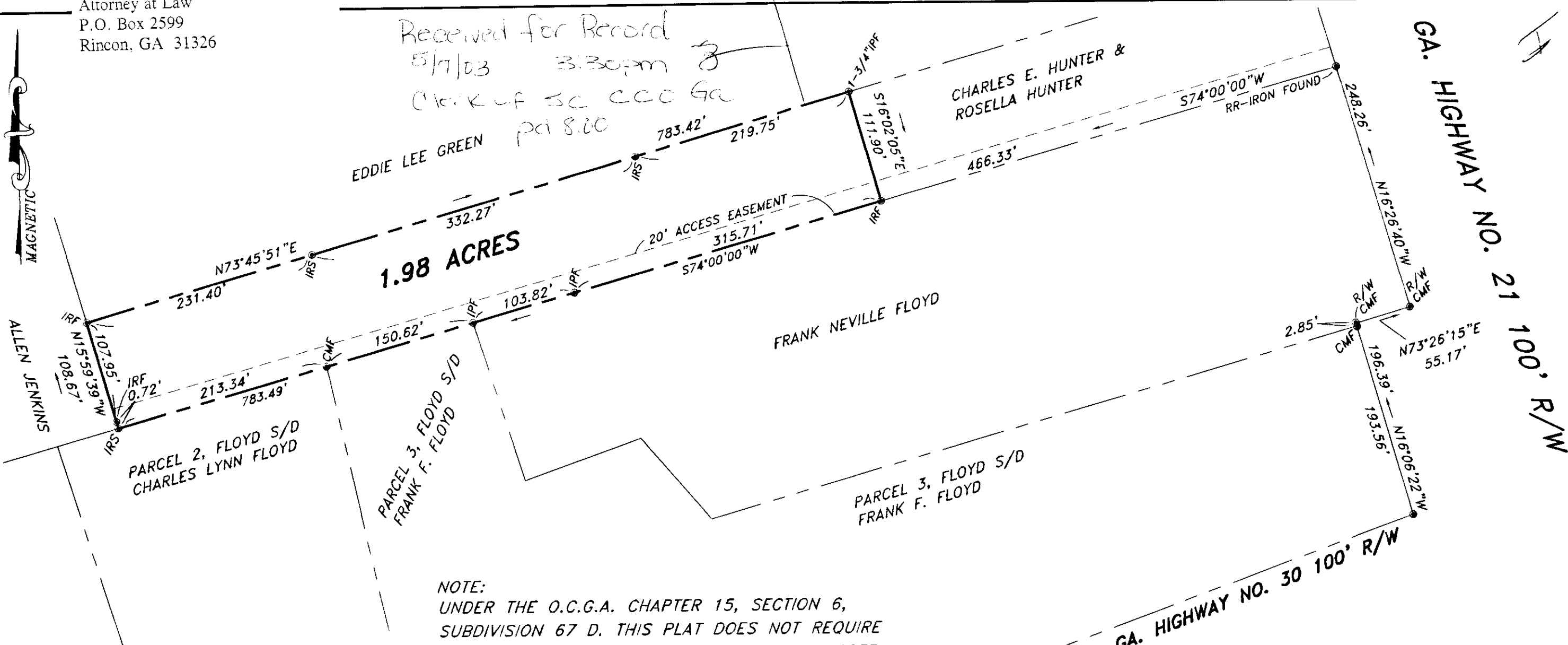
OF 1

Packet Pg. 148

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Concept Plan 11.3.22 (2883 : ZMA 70976 02003 , 70976 02029 , & 70976B01001B Hwy 21 & 30 Parkers Kitchen Aug 2023 2nd Reading)

Theodore T. Carellas, P.C.
Attorney at Law
P.O. Box 2599
Rincon, GA 31326

Received for Record
5/17/03 3:30pm
Clerk of SC CCO Ga
pd 8.20

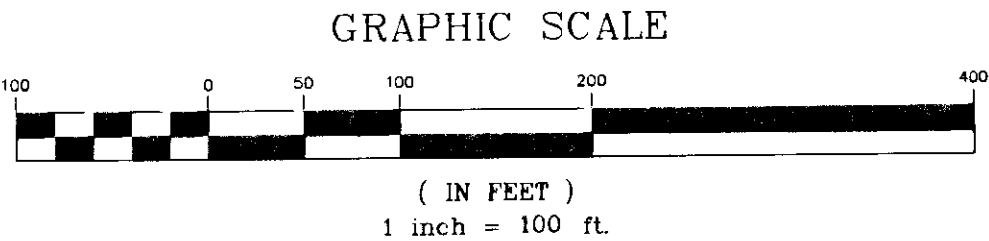


- LEGEND:
- CMF CONCRETE MONUMENT FOUND
 - IPF IRON PIPE FOUND
 - IRF IRON ROD FOUND
- R/W RIGHT OF WAY

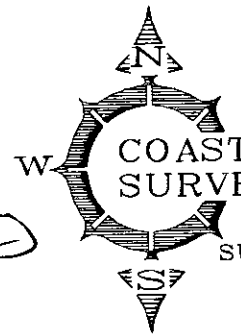
- REFERENCE:
1. S.M.B. 7-S PAGE 34
 2. D.B. 110 U PAGE 587
 3. D.B. 169 L PAGE 396
 4. P.R.B. 12 P PAGE 198
 5. P.R.B. 12 P PAGE 148

ACCORDING TO THE FLOOD INSURANCE
RATE MAP 130030 0030 C DATED 5-19-87
THE SURVEYED PROPERTY IS NOT WITHIN
THE 100 - YEAR FLOOD ZONE.

NOTE:
UNDER THE O.C.G.A. CHAPTER 15, SECTION 6,
SUBDIVISION 67 D. THIS PLAT DOES NOT REQUIRE
APPROVAL OF A PLANNING COMMISSION IN ORDER
TO BE RECORDED.



ERROR OF CLOSURE :
FIELD: 1/23,338
ANGULAR ERROR: 05" PER POINT
ADJUSTED BY COMPASS METHOD
PLAT: 1/306,755
EQUIPMENT: TOPCON ROBODIC
SINGLE PRISM



COASTAL
SURVEYING CO., INC.
2640 QUACCO ROAD
SUITE 203, POOLER, GA. 31322
(912) 748-2154

For: Frank Floyd

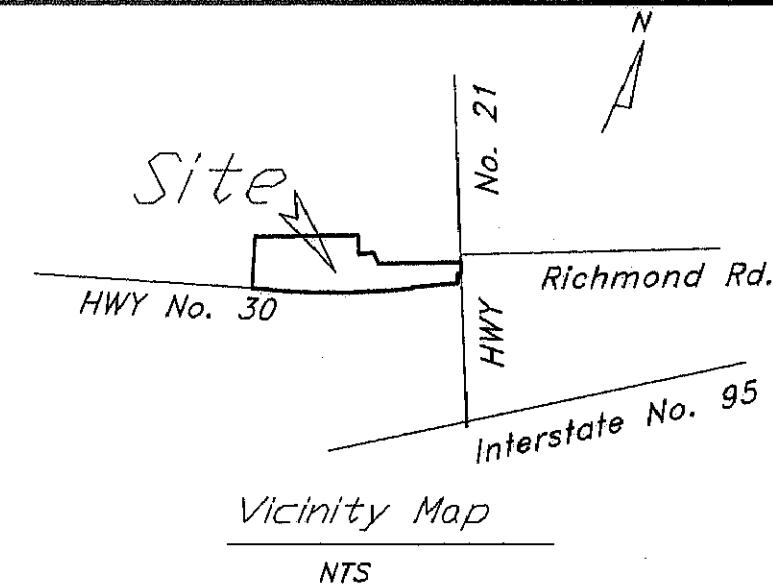
25 P 90

Date: April 10, 2003
Job No. 03-183

Plat Of A 1.98 Acre Portion Of
The Thompkins Property, 8th. G.M.
District, Chatham County, Georgia

RECEIVED FOR PLAT
2009 APR -7 PM 3:44

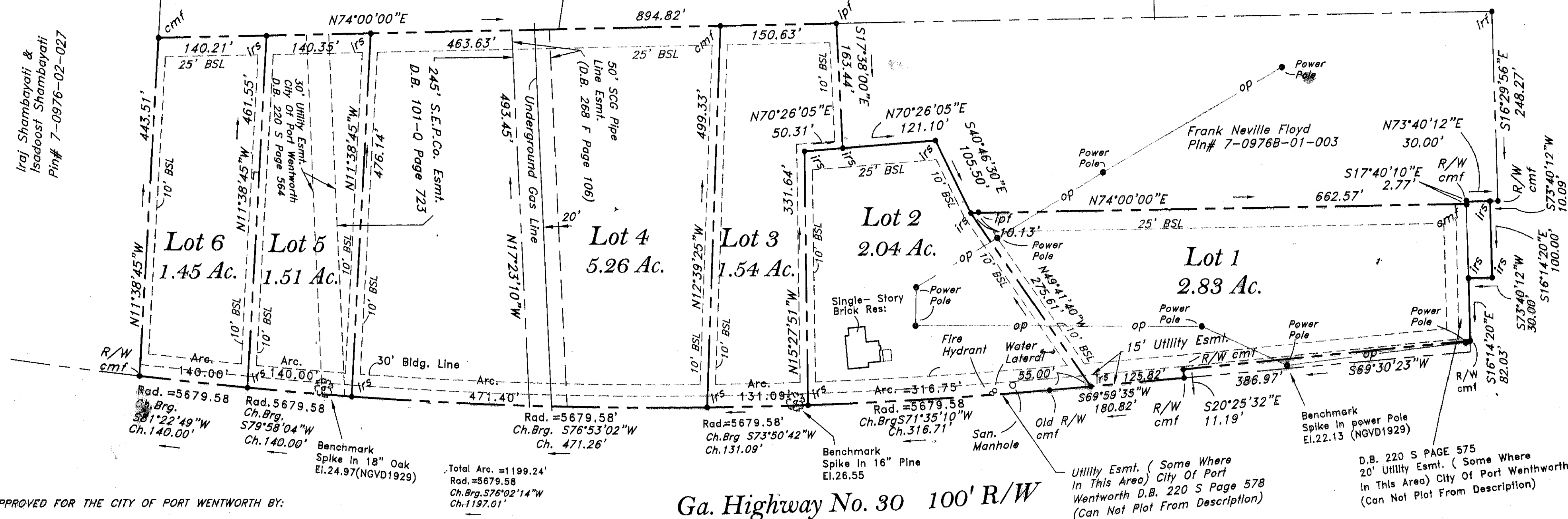
CHATHAM COUNTY
GEORGIA



Taniqua J. Price
Pin# 7-0976B-01-014

Frank Neville Floyd
Pin# 7-0976B-01-001B
D.B. 250 W PAGE 721
P.R.B. 25 P PAGE 10

Iraj Shambayati &
Isadoost Shambayati
Pin# 7-0976-02-027



APPROVED FOR THE CITY OF PORT WENTWORTH BY:

G. G. Smith 3/24/09
MAYOR DATE
Smith M. Smith 4/8/09
CHAIRMAN PLANNING AND ZONING DATE

CITY ENGINEER DATE
B. G. Smith 3/24/09
COUNCIL MEMBER DATE
Paul H. Cobb 3/26/09
COUNCIL MEMBER DATE
James E. Curry 3-26-09
COUNCIL MEMBER DATE
COUNCIL MEMBER DATE
COUNCIL MEMBER DATE

APPROVED BY THE CHATHAM COUNTY DEPARTMENT
OF PUBLIC HEALTH, DIVISION OF ENGINEERING
AND SANITATION.

A. C. Smith 4-2-09
Environmental Health Director DATE

Ga. Highway No. 30 100' R/W

REFERENCES:

1. S.M.B. 7 S PAGE 34
2. P.R.B. 25 P PAGE 10
3. D.B. 268 F PAGE 106
4. D.B. 220 S PAGE 564
5. D.B. 242 U PAGE 360
6. D.B. 220 S PAGE 574
7. D.B. 245 I PAGE 067
8. R/W PROJECT: EDR-041-2 (36)
9. D.B. 101 Q PAGE 723
10. D.B. 250 W PAGE 721
11. 220 S PAGE 578

Original Lots = 3
New Lots = 6
Total Area: 14.57 Acres

Legend:

irs Iron Rod Set
R/W Right-Of-Way
cmf Conc. Monument Found
lpf Iron Pipe Found
lpf Iron Rod Found
op Overhead Power

NOTES:

1. LOTS 1, 2 & 3 ARE DIVIDED FROM FLOYD SUBDIVISION PARCEL 3, PIN # 7-0976-02-002A.
2. LOT 4 IS A RECOMBINATION OF FLOYD SUBDIVISION PARCEL 2 AND THE EASTERN PORTION OF PARCEL 1. PARCEL 2 = PIN# 7-0976-02-02B.
3. LOTS 5 & 6 ARE DIVIDED FROM THE WESTERN PORTION OF FLOYD SUBDIVISION PARCEL 1. PARCEL 1 = PIN# 7-0976-02-002.
4. LOTS TO BE SERVED BY CITY OF PORT WENTWORTH WATER & SEWER SYSTEMS.

A Resubdivision Of Parcels 1, 2 & 3,
Floyd Subdivision, 8th. G.M. District,
Port Wentworth, Chatham County, Georgia

FOR: Estate Of Alma Reita Floyd

ERROR OF CLOSURE:
FIELD: 1/23,258
ANG. ERROR: 3" PER ANG. PT.
ADJUSTED BY: COMPASS METHOD
PLAT: 1/256,456
EQUIPMENT: TOPCON GTS GTS236W TOTAL STATION
SINGLE PRISM

Vincent Helmly

317 Derrick Inn Road
SAVANNAH, GEORGIA
(912) 925-3523

SCALE: 1"=100'
DATE: July 23, 2008
JOB# 08-152

ACCORDING TO THE FLOOD INSURANCE
RATE MAP 130030 0030 C DATED
MAY 19, 1987 THE SURVEYED
PROPERTY IS NOT WITHIN A
SPECIAL FLOOD HAZARD AREA.
THIS PROPERTY LIES IN ZONE "X"



SCALE: 1"=100'

Clock#: 389528
FILED FOR RECORD

5/07/2003 02:24pm

PAID: 12.00

Susan D. Prouse, Clerk
Superior Court of Chatham County
Chatham County, Georgia

Real Estate Transfer Tax

PAID \$24.00

For Clerk of Superior Court

BOOK
250
PAGE
721

Return Recorded Document to:
Theodore T. Carellas, P.C.
Post Office Box 2599
Rincon, GA 31326

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF EFFINGHAM

File #: 0267-03

This Indenture made this 23rd day of April, 2003 between Alex Jenkins, of the County of Dade, State of Florida, as party or parties of the first part, hereinafter called Grantor, and Frank Neville Floyd, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

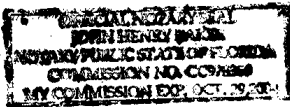
Witness

Notary Public

Alex Jenkins

(Seal)

(Seal)



Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (2883 : ZMA 70976 02003, 70976 02029, &

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the 8th G.M. District, Chatham County, Georgia, containing 1.98 acres and being a portion of TheThompkins Property, as shown and more particularly described on that certain map or plat made by Vincent Helmly, R.L.S. #1882, dated April 10, 2003, recorded in Plat Book 25P, Folio 10, in the records of the Clerk of Superior Court of Chatham County, Georgia. For a more particular description reference is hereby made to the aforesaid plat, which is specifically incorporated herein and made a part hereof.

This being the same property conveyed by Warranty Deed from Charlie Thompkins to Alex Jenkins, dated April 28, 1978, recorded in Deed Book 110-U, page 587, aforesaid records.

SUBJECT TO AND INCLUDED HERewith is a 20 foot access easement for ingress and egress purposes across the Southern side of the above-described property as shown on the aforescribed plat.

A.J.

BOOK
250
PAGE
722

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed 1.98 Acre Lot (2883 : ZMA 70976 02003, 70976 02029, &

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 RINCON, GA 31326

Clock#: 1160343
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this the 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK NEVILLE FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

BOOK
351
PAGE
612

WITNESSETH: That the said grantors (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia) and all debts of said estate of Alma Reita Floyd having been paid, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS in hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

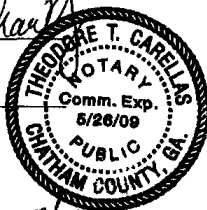
And the said Parties of the First Part, their heirs, executors, successors and assigns will warrant and forever defend the right and title to the above described property unto the said Party of the Second Part, his executors, administrators, heirs and assigns against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC

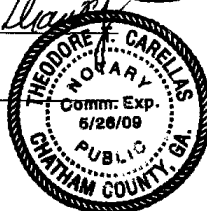


Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Charles Lynn Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot One (1), containing 2.83 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Reita Floyd.

Subject to conditions, restrictions and easements of record and as shown n the
aforedescribed plat of survey.

BOOK
351 N
PAGE
613

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed-Lots 1 & 2 (2883 : ZMA 70976 02003, 70976 02029, & 70976B01001B

RECORD AND RETURN TO:
 CARELLAS & NEWBERRY, P.C.
 POST OFFICE BOX 2599
 RINCON, GA 31326

Clock#: 1160344
 FILED FOR RECORD
 5/22/2009 10:04am
 PAID: 12.00
 Daniel W. Massey, Clerk
 Superior Court of Chatham County
 Chatham County, Georgia

BOOK
 351 N
 PAGE
 614

STATE OF GEORGIA)
)
 COUNTY OF CHATHAM)

EXECUTOR'S DEED

THIS INDENTURE, Made this the 15 day of MAY, 2009, between FRANK NEVILLE FLOYD and CHARLES LYNN FLOYD, Executors of the Estate of ALMA REITA FLOYD, late of the State of Georgia, and County of Chatham, deceased, as Parties of the First Part (hereinafter called "grantors") and FRANK FORREST FLOYD, as Party of the Second Part (hereinafter called "grantee"), the words "grantor(s)" and "grantee(s)" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH: That the said grantor (acting under and by virtue of the power and authority contained in the Last Will and Testament of Alma Reita Floyd, the same having been duly probated and recorded in the Court of Probate of Chatham County, Georgia, for and in consideration of the sum of Ten and 00/100 (\$10.00) DOLLARS In hand paid, at and before the sealing and delivery of these presents (the receipt of which is hereby acknowledged), have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said grantee, the following described property, to wit:

See "Exhibit A" attached hereto and made a part hereof.

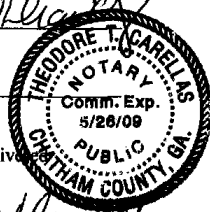
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said grantee forever, IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the said deceased.

IN WITNESS WHEREOF, the grantors herein have hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered
 in the presence of:

WITNESS

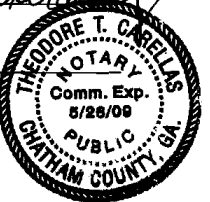
NOTARY PUBLIC



Signed, sealed and delivered
 in the presence of:

WITNESS

NOTARY PUBLIC



Frank Neville Floyd (SEAL)
 FRANK NEVILLE FLOYD, Executor of the Estate
 of Alma Reita Floyd

Charles Lynn Floyd (SEAL)
 CHARLES LYNN FLOYD, Executor of the Estate
 of Alma Reita Floyd

EXHIBIT "A"

All that certain lot, tract or parcel of land situate, lying and being in the City of Port Wentworth, 8th G.M.D., County of Chatham, State of Georgia, and known as Lot Two (2), containing 2.04 acres, more or less, as shown upon a map or plat of record in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Plat Book 41S, page 29, known as A Resubdivision of Parcels 1, 2 & 3, Floyd Subdivision, 8th G. M. District, by Vincent Helmly, Surveyor, RLS #1882, said plat dated July 23, 2008, for the Estate of Alma Rita Floyd.

Subject to conditions, restrictions and easements of record and as shown on the aforementioned plat of survey.

BOOK
351 N
PAGE
615

Attachment: ZMA PARKERS KITCHEN GAS STATION RA TO C2 2023-Deed-Lots 1 & 2 (2883 : ZMA 70976 02003, 70976 02029, & 70976B01001B

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

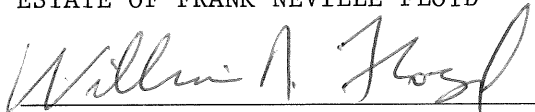
I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Drayton-Parker Companies, LLC C/O Daniel Ben-Yisrael

Address: 17 W. McDonough Street, Savannah, GA 31401

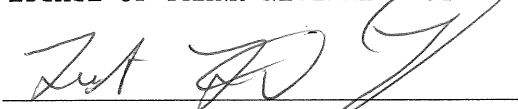
Telephone Number: 912-677-0593

ESTATE OF FRANK NEVILLE FLOYD



Signature of Owner WILLIAM NEVILLE FLOYD
AS CO-EXECUTOR OF THE ESTATE

ESTATE OF FRANK NEVILLE FLOYD

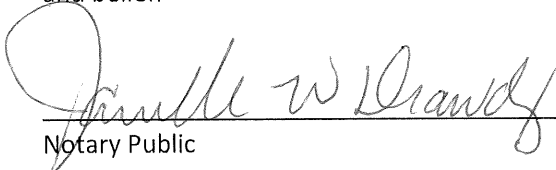


Signature of Owner FRANK FORREST FLOYD
AS CO-EXECUTOR OF THE ESTATE

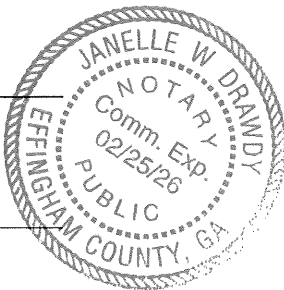
Personally appeared before me

William Neville Floyd and Frank Forrest Floyd

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.


Notary Public

9/22/22
Date



Project Timeline

Project Number: 230120

Project Name: Wentworth Grove Major Subdivision P-Plat 2023

Applicant: Scott K Monson, T&H Engineering

Owner: Port Wentworth SFR LLC

Planning Commission Date: 07/10/2023

Council Date: 07/27/2023

- 04.10.2023 – Application received-Incomplete (SC)
- 04.12.2023 – Email with Link to Electronic Copy Received (ME)
- 05.05.2023 – 2nd Submittal Received (SC)
- 05.08.2023 – Email sent to T&H regarding the Deed restrictions or Subdivision Covenants
- 05.09.2023 - Site plan/subdivision review request emailed to TRLong to start
- 06.06.2023 – 1st Review by TR Long received. (Email sent to Scott Monson) SC
- 06.07.2023 – Response email from Scott regarding pipes sent to TRLong (SC)
- 06.07.2023 – 1st Comment received by T&H (Email sent to TRLong) SC
- 06.08.2023 – Electronic Subdivision application received for Ph. 1,2,&3
- 06.09.2023 – Hard copy of Subdivision Application for each Phase received
- 06.11.2023 – Concurrence Letter received from TR Long
- 06.12.2023 – Email sent to Scott Monson regarding no Site Plan Application & Balance owed for Subdivision Submittals
- 06.13.2023 – Email from ME sent to Scott Monson regarding Site Plan Application needed with Full payment for Site Plan & Subdivision Applications
- 06.14.2023 – Email sent to Scott Monson regarding items needing to be corrected on preliminary plats for Phases 1,2,& 3
- 06.14.2023 – Public Hearing Notice Letters mailed out to APO's.
- 06.16.2023 – Public Hearing notice sent to newspaper to be ran for Wednesday, June 21, 2023
- 06.16.2023 – Received revised plats from T & H to include addresses



City Council
 7224 GA Highway 21
 Port Wentworth, GA 31407

SCHEDULED

Meeting: 09/28/23 07:00 PM
 Department: All
 Category: Resolution
 Prepared By: Zahnay Smoak
 Department Head: Steve Davis

AGENDA ITEM (ID # 2888)

DOC ID: 2888

New Fire Station

Issue/Item: Financing Authorization

Background: The City of Port Wentworth has determined the need to provide an additional Fire Service facility, equipment, and personnel to provide service to the growing community. The City's Management has determined that the new fire station should be in the vicinity of the new Recreational Park Facility east of Route 30, South of Rt 21.

Facts and Findings:

1. Revenues/Expenses: The City adopted the FY 24 Budget and provided a financial plan to borrow and expend \$10 million for the construction of a new fire station.
2. Financing: The City coordinated with GMA in soliciting finance applications and selecting a financial institution that provided the most reasonable and market competitive financing options.
 - a. Financial Institution: Truist Bank
 - b. Loan Term: 20 years
 - c. Interest Rate 4.64 %
 - d. Loan Amount: \$9.3 million
3. Upon closing the loan, the City will withdraw the \$9.3 million and invest the funds into a Georgia One (1) investment account. The City will commence making interest payments until the fire station is constructed and deemed operational, at which time the city will commence full debt service payments until the term of the loan, a pre-payment or refinance has occurred.
4. Construction Escrow Account will be used, thru Truist Bank to facilitate the construction of the fire station as agreed to by the terms of the financing agreement.

Funding:

1. The city has projected using General Fund revenue in FY 25 and going forward to fund the debt service on this loan.
2. The FY 2024 Capital Budget provided authorization to expend the funds, financed through this loan authorization. Capital Project Number is 24-0043

Recommendation: Approve

ATTACHMENTS:

- 23.09.28 - Fire Loan - Resolution (DOCX)
- 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (DOCX)

- 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (DOC)

DRAFT DATE: 08/29/23

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PORT WENTWORTH AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF DOCUMENTS RELATING TO THE ACQUISITION, CONSTRUCTION AND INSTALLATION OF A NEW FIRE STATION.

WHEREAS, the City of Port Wentworth, Georgia (the “City”) has solicited bids for the sale of certain property owned by the City (the “Property”) on the condition that the buyer of the Property acquire, construct and install a new fire station facility (the “Project”) on the Property in accordance with plans and specifications selected by the Mayor and City Council and to lease or sell the Project back to the City on terms and conditions acceptable to the Mayor and City Council, and the City desires to approve the Project and the financing thereof; and

WHEREAS, the Mayor and City Council of the City have heretofore determined that it is in the best interest of the City to sell the Project to the winning bidder for the sale of the Property (the “Seller”), pursuant to a Limited Warranty Deed, dated as of the date of its delivery (the “Limited Warranty Deed”); and

WHEREAS, a notice of public sale of the Property required by O.C.G.A. Section 36-37-6, as amended, was published on September __, 2023, and seal bids were due on September __, 2023; and

WHEREAS, the City has heretofore determined that it is in the best interest of the City to purchase the Project from the Seller in accordance with an Installment Sale Agreement, dated as of the date thereof (the “Installment Sale Agreement”); and

WHEREAS, the Seller’s interest in the Installment Sale Agreement will be assigned to Truist Commercial Equity, Inc. (the “Bank”) pursuant to an Assignment and Transfer Agreement, dated as of the date thereof, (the “Transfer Agreement”), between the Seller, as assignor, and the Bank, as assignee; and

WHEREAS, the Seller will execute a Deed to Secure Debt and Security Agreement, dated as of the date thereof (the “Security Deed”) in favor of the Bank; and

WHEREAS, the Seller and the Bank have requested that the City execute and deliver an Agreement Regarding Environmental Activity, dated as of the date thereof (the “Environmental Agreement”), among the City, the Seller and the Bank; and

WHEREAS, attached hereto are forms of the following documents:

<u>Exhibit A</u>	Installment Sale Agreement,
<u>Exhibit B</u>	Transfer Agreement,
<u>Exhibit C</u>	Security Deed,
<u>Exhibit D</u>	Environmental Agreement,
<u>Exhibit E</u>	Limited Warranty Deed, and

Exhibit F The financial terms of the Installment Sale Agreement.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY RESOLVED
by the Mayor and Council of the City of Port Wentworth as follows:

Section 1. Findings. The obligation of the City to make the payments under the Installment Sale Agreement is annually renewable as provided therein. The obligation of the City to make such payments will not constitute a debt of the State of Georgia or any political subdivision of the State of Georgia, including the City, within the meaning of any constitutional or statutory limitation on indebtedness. The Installment Sale Agreement does not directly or contingently obligate the City to make any payments beyond those appropriated for in the City's then current calendar year.

The City held a public hearing required by O.C.G.A. Section 36-60-13, as amended (the "Act") on _____, 2023, which was prior to the date of closing, and satisfies all the other requirements contained in the Act.

Section 2. Approval of Winning Bid. The Mayor and the City Council hereby approve the Seller as the winning bidder for the sale of the Property. The City approves the agreements and sale of the Property to the Seller.

Section 3. Authorization of Installment Sale Agreement. The form, terms and provisions of the Installment Sale Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Installment Sale Agreement was set out in this Resolution in its entirety. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Installment Sale Agreement. The Installment Sale Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Installment Sale Agreement shall constitute conclusive evidence that the Installment Sale Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 4. Consent to Transfer Agreement. The Mayor and Council hereby consent to the form of the Transfer Agreement presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Mayor and Council hereby further consent to the execution and delivery of the Transfer Agreement by the parties thereto.

Section 5. Consent to Security Deed. The Mayor and Council hereby consent to the form of the Security Deed presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Mayor and Council hereby further consent to the execution and delivery of the Security Deed by the parties thereto.

Section 6. Authorization of Environmental Agreement. The form, terms and provisions of the Environmental Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Environmental Agreement was set out in this Resolution in its entirety. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Environmental Agreement. The Environmental Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Environmental Agreement shall constitute conclusive evidence that the Environmental Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 7. General Authority. The Mayor, City Manager and the Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the documents herein authorized and as may be necessary to carry out the purposes and intents of this Resolution.

If the Mayor shall not be able to execute the documents herein authorized, the Mayor Pro Tem is hereby authorized to execute the documents on behalf of the City. If the Clerk shall not be able to execute the documents herein authorized, the Assistant Clerk is hereby authorized to execute the documents on behalf of the City.

Section 8. Appropriation of Minimum Annual Appropriated Amount. The City hereby appropriates available and uncommitted funds in its budget for the current fiscal year in the amount of the Minimum Annual Appropriated Amount (as defined in the Installment Sale Agreement).

Section 9. Authorization of IRS Form 8038-G. Any officer of the City is hereby authorized to sign and file or cause to be filed a completed Internal Revenue Service Form 8038-G as required by Section 149(e) of the Code.

Section 10. Authorization of Federal Tax Certificate. Any officer of the City is hereby authorized to execute a federal tax certification in order to comply with Section 148 of the Code and the applicable Treasury Regulations promulgated thereunder.

Section 11. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees or agents of the City which are in conformity with the purposes and intents of this Resolution are hereby ratified, approved and confirmed.

Section 12. No Personal Liability. No stipulation, obligation or agreement contained in this Resolution or in the documents authorized hereby shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable or be subject to personal liability or accountability.

Section 13. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this Resolution or the documents authorized hereby shall be held contrary to an express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other valid agreements and provisions.

Section 14. Terms of Loan. The financial terms of the Installment Sale Agreement (the "Commitment Letter") are set forth in the attached Exhibit E prepared by the Bank. The Mayor and the Clerk are hereby authorized, empowered and directed to execute, acknowledge and deliver the Commitment Letter.

Section 16. Repealing Clause. All resolutions and Resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 17. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 28th day of September, 2023.

**CITY OF PORT WENTWORTH,
GEORGIA**

[SEAL]

By: _____
Gary Norton, Mayor

Attest:

By: _____
Zahnay Smoak, Clerk of Council

Attachment: 23.09.28 - Fire Loan - Resolution (2888 : New Fire Station)

CLERK'S CERTIFICATE

The undersigned Clerk of the Council, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Installment Sale Agreement constitute a true and correct copy of the Resolution adopted on September 28, 2023, by the Mayor and Council in a regular meeting, which was open to the public, and the original of said Resolution appears of record in the minute book of the Mayor and Council which is in my custody and control.

WITNESS my hand and the official seal of the City of Port Wentworth, Georgia this 28th day of September, 2023.

(SEAL)

Zahnay Smoak, Clerk of Council

Attachment: 23.09.28 - Fire Loan - Resolution (2888 : New Fire Station)

EXHIBIT "A"

Installment Sale Agreement

DRAFT DATE: 08/29/23

After recording return to:

James R. Woodward
Gray, Pannell & Woodward LLP
336 Hill Street
Athens, Georgia 30601

INSTALLMENT SALE AGREEMENT

Dated as of October ___, 2023

between the

GEORGIA MUNICIPAL ASSOCIATION, INC.

as Seller

and

CITY OF PORT WENTWORTH, GEORGIA

as Purchaser

THE RIGHTS OF THE GEORGIA MUNICIPAL ASSOCIATION, INC. HEREUNDER (WITH CERTAIN LIMITED EXCEPTIONS) HAVE BEEN ASSIGNED TO TRUIST COMMERCIAL EQUITY, INC..

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS AND EXHIBITS.....	2
Section 1.1. Definitions and Rules of Construction.....	2
Section 1.2. Exhibits.	6
ARTICLE II. REPRESENTATIONS, COVENANTS AND WARRANTIES.....	7
Section 2.1. Representations, Covenants and Warranties of the City.....	7
Section 2.2. Representations, Covenants and Warranties of the Originator.	10
ARTICLE III. SALE OF PROJECT.....	11
Section 3.1. Sale of the Project; Title.	11
Section 3.2. Warranties.	11
Section 3.3. Escrow Fund.	11
ARTICLE IV. DEPOSIT TO THE ESCROW FUND; AGREEMENT TO ACQUIRE, CONSTRUCT AND INSTALL THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION	14
Section 4.1. Deposit to Escrow Fund.....	14
Section 4.2. Acquisition and Construction of Project.....	14
Section 4.3. Term of Installment Sale Agreement.....	17
Section 4.4. Installment Payments.....	18
Section 4.5. Accelerated Purchase Option.....	19
Section 4.6. Covenant as to Appropriation.....	19
Section 4.7. Termination of Installment Sale Agreement on Prepayment.....	20
Section 4.8. Tax Treatment of Installment Payments.....	20
ARTICLE V. MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS.....	22
Section 5.1. Maintenance, Utilities, Taxes and Assessments.	22
Section 5.2. Insurance.	22
ARTICLE VI. DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS.....	24
Section 6.1. Disclaimer of Warranties.....	24
Section 6.2. City's Right to Enforce Warranties.....	24
Section 6.3. Certain Payment Obligations.....	24
ARTICLE VII. SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT.....	26
Section 7.1. Assignment by the Originator.....	26
Section 7.2. Assignment and Sublease by the City.....	26
ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES	27
Section 8.1. Events of Default Defined.	27
Section 8.2. Remedies on Default and Non-appropriation.	27

Section 8.3. Non-appropriation.....	28
Section 8.4. No Remedy Exclusion.	28
Section 8.5. Agreement to Pay Attorneys’ Fees and Expenses.	29
Section 8.6. No Additional Waiver Implied by One Waiver.	29
ARTICLE IX. MISCELLANEOUS	30
Section 9.1. Notices.	30
Section 9.2. Binding Effect.	30
Section 9.3. Severability.	31
Section 9.4. Amendments, Changes and Modifications.	31
Section 9.5. Further Assurances and Corrective Instruments.	31
Section 9.6. Execution in Counterparts.....	31
Section 9.7. Applicable Law.	31
Section 9.8. Survival.	31
Section 9.9. Security Agreement.	31
Section 9.10. Limited Liability.	31
 Exhibit A: <u>Schedule 1</u> : Basic Terms	
<u>Schedule 2</u> : Installment Payment Amounts	
 Exhibit B: Description of Property	
 Exhibit C: Description of Facilities	
 Exhibit D: Certificate of Appropriation	
 Exhibit E: Requisition	

INSTALLMENT SALE AGREEMENT

THIS INSTALLMENT SALE AGREEMENT (the “Installment Sale Agreement”), dated as of October __, 2023, by and between the GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, as seller (the “Originator”), and the CITY OF PORT WENTWORTH, GEORGIA, a municipal corporation of the State of Georgia, as purchaser (the “City”).

W I T N E S S E T H

WHEREAS, the City is a municipal corporation of the State of Georgia, validly existing under the Constitution and laws of the State of Georgia; and

WHEREAS, after publishing notice of public sale of the Property (as more fully described in Exhibit B hereto and hereinafter referred to as the “Property”) on September __, 2023, as required by O.C.G.A. Section 36-37-6, as amended, and after receipt of sealed bids on September __, 2023, the Mayor and City Council of the City have determined that it is in the best interest of the City to sell the Property at public sale to the Originator; and

WHEREAS, the City has the power, pursuant to the laws of the State of Georgia, including particularly Section 36-60-13 of the Official Code of Georgia Annotated (“O.C.G.A.”), as amended, to enter into purchase or lease purchase contracts of all kinds for the acquisition and construction of goods, materials, real and personal property, services and supplies; and

WHEREAS, the Originator agrees to acquire, construct and install a new fire station facility for the City, as more fully described in Exhibit C hereto (the “Facilities” and together with the Property, the “Project”); and

WHEREAS, the City agrees to purchase the Project from the Seller in accordance with this Installment Sale Agreement; and

WHEREAS, the obligations of the City to make payments hereunder shall be payable only from funds lawfully appropriated by the City for such purpose and shall not constitute a pledge of the full faith and credit of the City within the meaning of any constitutional debt limitations; and

WHEREAS, the taxing power of the City is not and may not be pledged in any way, directly, indirectly, or contingently, to secure any moneys due under this Installment Sale Agreement; and

WHEREAS, the Originator and the City have duly authorized the execution and delivery of this Installment Sale Agreement; and

WHEREAS, the term of this Installment Sale Agreement expires October __, 2043, subject to the City’s right to terminate this Installment Sale Agreement effective as of each June 30 during the term of this Installment Sale Agreement; and

WHEREAS, at the request of the City, the Originator proposes to assign this Installment Sale Agreement to Truist Commercial Equity, Inc., a Delaware corporation (the “Lender”);

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions and Rules of Construction.

Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Installment Sale Agreement, have the meanings specified herein. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder” and any similar terms, as used in this Installment Sale Agreement, refer to this Installment Sale Agreement as a whole.

“Authorized City Representative” means that person at the time designated to act on behalf of the City by written certificate furnished to the Seller and the Lender containing the specimen signature of such person or persons and signed on behalf of the City by the Mayor, which shall include, but not be limited to, the Execution, No-Litigation and Incumbency Certificate, dated as of October __, 2023, provided to the Lender on the date hereof.

“Calendar Year” means the twelve-month period extending from January 1 to the next succeeding December 31.

“City” means City of Port Wentworth, Georgia, and its successors and assigns.

“City Documents” means the Warranty Deed, this Installment Sale Agreement and the Environmental Agreement.

“Closing Date” means the date of the execution and delivery of this Installment Sale Agreement.

“Completion Date” means that date determined in accordance with Section 4.2(g) of this Installment Sale Agreement.

“Environmental Agreement” means the Agreement Regarding Environmental Activity of even date herewith by and among the City, the Originator and the Lender.

“Escrow Agent” means [ESCROW AGENT], its successors and assigns.

“Escrow Fund” means the fund created pursuant to Section 3.3(a) hereof.

“Event of Non-appropriation” means a nonrenewal by the City of this Installment Sale Agreement for an Installment Sale Year for which this Installment Sale Agreement has not previously been renewed, determined by (i) the City’s failure, on or before the 20th day before each Fiscal Year, to appropriate the Minimum Annual Appropriated Amount, or (ii) actual written notice from the City to the Seller prior to the first business day of the next Fiscal Year that the City will terminate this Installment Sale Agreement at the end of the current Fiscal Year. The Seller, in its sole discretion, may waive an Event of Non-appropriation upon request by the City.

“Facilities” means those facilities described in Exhibit C hereto, and by this reference incorporated herein.

“Fiscal Year” means July 1 through June 30, or such other fiscal year as the City may designate.

“Installment Payment” means a Principal Payment and the corresponding Interest Payment. The principal component of and the interest component of the Installment Payments are described in Exhibit A Schedule 2 hereto.

“Installment Sale Amount” means the amount as set forth in Exhibit A Schedule 1 attached hereto and hereby incorporated herein, representing the amount advanced by the Seller for the financing of the Project.

“Installment Sale Year” means a Fiscal Year or portion thereof within the Term of this Installment Sale Agreement.

“Interest Payment” means a payment required by Section 4.4(a)(ii) hereof, representing interest on the Installment Sale Amount.

“Lender” means Truist Commercial Equity, Inc., a Delaware corporation, and its successors and assigns.

“Minimum Annual Appropriated Amount” means an amount equal to the sum of (i) the Principal Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; (ii) the Interest Payments coming due in such Fiscal Year as set forth in this Installment Sale Agreement; and (iii) any amounts owing or expected to come due during the Fiscal Year pursuant to Section 5.1(c) hereof.

“Originator” means Georgia Municipal Association, Inc. and its successors and assigns.

“Originator Documents” means this Installment Sale Agreement, the Security Deed and the Transfer Agreement.

“Permitted Encumbrances” means those exceptions to title described in Exhibit D to the Security Deed, which exceptions are acceptable to the Lender.

“Principal Payment” means a payment required by Section 4.4(a)(i) hereof, representing a scheduled principal payment of the Installment Sale Amount.

“Project” means collectively, the Facilities and the Property.

“Property” means that real property more particularly described in Exhibit B hereto, and by this reference incorporated herein.

“Purchase Price” means the unpaid Principal Payments and accrued Interest Payments as set forth in Exhibit A to this Installment Sale Agreement.

“Qualified Investments” means the following:

(i) Bonds or obligations of counties, municipal corporations, school districts, political subdivisions, authorities, or bodies of the State or other states;

(ii) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(iii) Obligations of and obligations guaranteed by agencies or instrumentalities of the United States Government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from a nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(iv) Bonds or other obligations issued by any Public Housing Agency or Municipal Corporation in the United States, which such bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States Government, or project notes issued by any public housing agency, urban renewal agency, or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States Government;

(v) Certificates of deposit of national or state banks located within the state which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations located within this state which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit

Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess; direct and general obligations of the State or other states or of any county or municipal corporation in this state, obligations of the United States or subsidiary corporations included in paragraph (ii) hereof, obligations of the agencies and instrumentalities of the United States Government included in paragraph (iii) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (iv) hereof;

(vi) Securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(a) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in paragraphs (ii) and (iii) hereof and repurchase agreements fully collateralized by any such obligations;

(b) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(c) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(d) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State;

(vii) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys; and

(viii) the local government investment pool created in Chapter 83 of Title 36 of the Official Code of Georgia Annotated, as amended;

(ix) any other investments authorized by the laws of the State of Georgia.

“Security Deed” means the Deed to Secure Debt and Security Agreement of even date herewith with respect to the Project made by the Originator in favor of the Lender.

“Seller” means the Originator and its successors and assigns, including after the Closing Date, the Lender.

“State” means the State of Georgia.

“Term” shall have the meaning specified in Section 4.3 hereof.

“Transfer Agreement” means that certain Assignment and Transfer Agreement of even date herewith to be executed by the Originator and the Lender pursuant to which certain interests of the Originator in this Installment Sale Agreement shall be transferred to the Lender.

“Warranty Deed” means the Warranty Deed, dated as of October ___, 2023, from the City in favor of the Seller.

Section 1.2. Exhibits.

The following Exhibits are attached to, and by reference made a part of, this Installment Sale Agreement:

- Exhibit A: Schedule 1: Basic Terms
- Schedule 2: Installment Payment Amounts
- Exhibit B: Description of Property
- Exhibit C: Description of Facilities
- Exhibit D: Certificate of Appropriation
- Exhibit E: Requisition

ARTICLE II.

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the City.

The City represents, covenants and warrants to the Seller as follows:

(a) Due Organization and Existence. The City is a municipal corporation of the State, duly organized and existing under the Constitution and laws of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the City Documents and each of the other documents entered into by the City in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the City is now a party or by which the City is bound, or constitutes a default under any of the foregoing, or, except as provided in the City Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the City, or upon the Project. The City is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The City has duly authorized and executed the City Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the City, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the City Documents or any of the other related agreements or would adversely affect the City's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the City of the City Documents, all of the other related agreements and the performance of the City's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The City is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the City Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Tax Covenants. This Installment Sale Agreement is being entered into by the City in compliance with the conditions necessary for the Interest Payments payable by the City to be excluded from the gross income of the Lender for federal income tax purposes pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the City

that the Interest Payments be and remain excluded from gross income for federal income tax purposes, and, to that end, the City hereby covenants as follows:

- (i) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of the Interest Payments from income under Section 103 of the Code.
- (ii) It will not directly or indirectly take or omit to take any action in a way that would cause this Installment Sale Agreement to be a “private activity bond” within the meaning of Section 141 of the Code.
- (iii) It will not directly or indirectly use or permit the use of the Installment Sale Amount, or any other funds of the City or take or omit to take any action that would cause this Installment Sale Agreement to be an “arbitrage bond” within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code, including without limitation Section 148(f) thereof, to the extent applicable to this Installment Sale Agreement.
- (iv) This Installment Sale Agreement is not and shall not be “federally guaranteed” as defined in Section 149(b) of the Code.
- (g) Due Authorization. The City has duly authorized and approved all of the terms and conditions of the Transfer Agreement and the Security Deed.
- (h) Reporting Requirements. The City will cause the following documents or information to be delivered to the Seller and the Lender:
 - (i) immediately upon becoming aware thereof, notice of the occurrence of any Event of Default specified in Section 8.1 hereof; and
 - (ii) within 270 days of each Fiscal Year end, commencing with Fiscal Year 2023, the audited financial statements of the City, which audit shall be conducted by an accountant (or a firm thereof) acceptable to the Lender; and
 - (iii) such other information as the Lender shall reasonably request.
- (j) No Pecuniary Interest. No employee of the City has any direct or indirect pecuniary interest in, or will receive or has agreed to receive any compensation with respect to, any contract, lease, purchase, sale, or employment made or to be made in connection with the proposed transaction contemplated by the performance of this Installment Sale Agreement.
- (k) Bidding Requirements. All requirements have been, or will be, met and procedures have occurred, or will occur, in order to ensure the enforceability of this Installment Sale Agreement, and the City has complied or will comply with such public bidding requirements as may be applicable to this Installment Sale Agreement and the acquisition, construction and installation by the City (in its capacity as agent for the Seller) of the Project.

(l) Government Use. During the term hereof, the Project will be used for the purpose of performing one or more essential governmental or proprietary functions of the City, consistent with the permissible scope of the City's authority.

(m) Party Walls. The Facilities are either separate or completely severable from any existing buildings or other improvements to real property owned by the City, with the result that the Facilities would be marketable independent from any other real or personal property.

(n) Environmental Condition of Project. The City hereby represents and warrants to the Lender and the Originator, and each of their successors and assigns, that to the best of its knowledge: (i) the Project is now or upon disbursement of any funds from the Escrow Fund of the City for the acquisition thereof will be, and will continue to be in full compliance in all material respects with all federal, state and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613, and (ii)(A) as of the date hereof or the date of said disbursement, there were no hazardous materials, substances, wastes or other environmentally regulated substances (including, without limitation, any materials containing asbestos) located on, in or under the Property or used in connection therewith, except as fully disclosed to the Lender in writing, or (B) the City has fully disclosed to the Lender in writing the existence, extent and nature of any such hazardous materials, substances, wastes or other environmentally regulated substances, which the City is legally authorized and empowered to maintain on, in or under the Project or use in connection therewith, and the City has obtained or will obtain, and will maintain, all material licenses, permits and approvals required with respect thereto, and is in all material respects in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

The City further warrants and represents that it will promptly notify the Lender and the Originator of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Project or used in connection therewith, and will transmit to the Lender and the Originator copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Project.

(o) Obligations Under Security Deed. The City hereby covenants and agrees to perform and discharge each obligation that the Originator has agreed to cause the City to perform or discharge in the Security Deed.

(p) Compliance with O.C.G.A. Section 36-60-13. The principal amount of all contracts executed pursuant to O.C.G.A. Section 36-60-13 (the "Act"), when added to the amount of debt incurred by the City pursuant to Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, does not exceed 10% of the assessed value of all taxable property within the City. The property being financed pursuant to this Installment Sale Agreement has not been the subject of a referendum which failed to receive the approval of the voters of the City within the immediately preceding four Calendar Years. A public hearing has been held by the City regarding the Project

and the financing thereof pursuant to this Installment Sale Agreement. A notice of the public hearing was published once a week for two weeks prior to the hearing in a newspaper of general circulation within the City. The average annual payments on the aggregate of all contracts executed pursuant to the Act with respect to real property do not exceed 7.5% of the governmental fund revenues of the City for the Calendar Year preceding the delivery of this Installment Sale Agreement. The outstanding principal balance on the aggregate of all contracts executed pursuant to the Act with respect to real property does not exceed \$25,000,000.

Section 2.2. Representations, Covenants and Warranties of the Originator.

The Originator represents, covenants and warrants to the City as follows:

(a) Due Organization and Existence. The Originator is a duly created nonprofit corporation of the State and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) No Violations. Neither the execution and delivery of the Originator Documents and each of the other documents entered into by the Originator in connection herewith, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Originator is now a party or by which the Originator is bound, or constitutes a default under any of the foregoing, or, except as provided in the Originator Documents, results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Originator, or upon the Project. The Originator is not in default under any indenture, loan agreement, mortgage, deed of trust or similar document relating to the borrowing of moneys or any other material contract, lease, or commitment to which it is a party or by which it is bound.

(c) Execution and Delivery. The Originator has duly authorized and executed the Originator Documents in accordance with the Constitution and laws of the State.

(d) No Litigation. There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body pending or threatened against or affecting the Originator, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the Originator Documents or any of the other related agreements or would adversely affect the Originator's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by the Originator of the Originator Documents, all of the other related agreements and the performance of the Originator's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations or ordinances. The Originator is in compliance with all laws, orders, regulations and ordinances of all federal and state authorities, the failure to comply with would have a material adverse effect on the enforceability of the Originator Documents or its ability to satisfy its obligation hereunder or thereunder in a timely manner.

(f) Title. The Originator has fee simple title to the Project.

ARTICLE III.

SALE OF PROJECT

Section 3.1. Sale of the Project; Title.

In consideration of the representations and undertakings of the City in this Installment Sale Agreement, the Originator hereby agrees to sell to the City, and the City hereby agrees to purchase from the Originator, in accordance with the provisions of this Installment Sale Agreement, all the Originator's right, title and interest in and to the Project, and each and every component thereof, as the same may be affected by Permitted Encumbrances; provided, however, that the title to the Project and every component thereof shall be subordinate and subject to the prior lien and encumbrance of the Security Deed until all Installment Payments hereunder, or the Purchase Price, shall have been paid in full, together with all other obligations arising hereunder and any other amounts secured by the Security Deed ("Payment in Full"). Until Payment in Full shall occur, title to the Project shall remain in the Originator. If an Event of Default or an Event of Non-appropriation with respect to this Installment Sale Agreement occurs, the City will then (or, in the case of an Event of Non-appropriation, on the date through which City has paid, or appropriated moneys sufficient to pay the applicable Installment Payments) surrender peaceably possession of the Project to the Seller in good condition and repair, normal wear and tear excepted. The Seller will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Project, and to sell or relet same. On request, the City shall execute and deliver to Seller such instruments as necessary or desirable to vest or confirm in the Seller or its assignee all right, title and interest of City in the Project. After Payment in Full, the Originator shall transfer the Project to the City by limited warranty deed and bill of sale. After Payment in Full, upon the request of the City, the Lender will cancel or cause to be cancelled of record the Security Deed. The City agrees that it will pay all expenses and taxes, if any, applicable to or arising from any transfer of title as herein provided. Notwithstanding anything herein to the contrary, this Installment Sale Agreement, said limited warranty deed and the rights of the City hereunder and thereunder are expressly made subject and subordinate to the prior lien and encumbrance of the Security Deed.

Section 3.2. Warranties.

THE SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AND HEREBY EXPRESSLY DISCLAIMS ANY WARRANTY, AS TO THE CONDITION OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE CITY'S PURPOSES OR NEEDS.

Section 3.3. Escrow Fund.

(a) There is hereby created a special segregated account to be known as the "City of Port Wentworth, Georgia 2023 Installment Sale Agreement Escrow Fund" (the "Escrow Fund"). The Lender is hereby designated as the custodian of the Escrow Fund. On the date hereof, the Lender shall deposit the Installment Sale Amount into the Escrow Fund. The moneys and securities on deposit in the Escrow Fund shall be held separate and apart from all other funds of the City and the Lender and will be held in trust by the Escrow Agent.

(b) For so long as the Escrow Agent is [ESCROW AGENT], the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in a public funds money rate savings account. Otherwise, the Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments. The Escrow Agent shall not be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and the City agrees to and does hereby release the Escrow Agent, the Originator and the Lender from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund.

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 4.2(b) hereof upon receipt of written authorization(s) from the Seller, as is more fully described in Section 4.2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, the City shall provide any balance of the funds needed to complete the acquisition, construction and installation of the Project.

(d) The Escrow Fund shall be terminated at the earliest of: (i) the final distribution of amounts in the Escrow Fund; (ii) written notice given by the Seller of the occurrence of an Event of Default or an Event of Non-appropriation by the City under this Installment Sale Agreement is received by the Escrow Agent; or (iii) the termination of this Installment Sale Agreement. Upon an Event of Default or an Event of Non-appropriation, the moneys on deposit in the Escrow Fund shall, at the option of the Lender, be applied to (i) the Principal Payments or (ii) the Project.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, the City agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Installment Sale Agreement; and in connection therewith, does indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. The Escrow Agent shall be vested with a lien on and is hereby granted a security interest in all property deposited hereunder, for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between the City and the Seller as to the correct interpretation of this Installment Sale Agreement and instructions given to the Escrow Agent hereunder, or otherwise,

with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

(g) If the City and the Seller shall be in disagreement about the interpretation of this Installment Sale Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by the City for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Installment Sale Agreement until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) [Intentionally omitted.]

(j) If an amount shall be held in the Escrow Fund from and after the third anniversary of the Closing Date, the City shall direct the Escrow Agent to invest such amount only in (i) obligations described in Section 103 of the Code (excluding "private activity bonds," as defined in Section 141 of the Code) or (ii) securities for which there is an established market, including U.S. Treasury Obligations, State and Local Government Series and for which market price is paid, such securities to have a yield not in excess of the yield on this Installment Sale Agreement, unless the City receives an opinion of Bond Counsel to the effect that investment at a higher rate will not cause this Installment Sale Agreement to become an "arbitrage bond" within the meaning of Section 148 of the Code and will not otherwise adversely affect the exclusion of Interest Payments on this Installment Sale Agreement from gross income for federal income tax purposes.

(k) So long as no Event of Non-appropriation or Event of Default occurs hereunder, moneys on deposit in the City's Escrow Fund shall be subject to the interest of the Escrow Agent described in paragraph (f) above, and then to the beneficial interest of the City as provided herein.

(l) The Escrow Agent will apply any amounts remaining in the Escrow Fund after the Completion Date (the "Excess Funds") (i) first against all payments then due and payable to Lender or Escrow Agent under this Installment Payment Agreement other than the Installment Payments, and (ii) then to the prepayment of the Installment Sale Agreement, as follows: (X) first, to interest accrued and unpaid to the prepayment date, and (Y) then to the prepayment, in inverse order of maturity and without premium, of the outstanding principal components of the Installment Payments. Such prepayment, however, will not affect any other City payment obligation under this Installment Sale Agreement. The Escrow Agent will notify the City of any withdrawal from the Escrow Fund made under this Section 3.3(c) with respect to Excess Funds and in the notice will describe its application of the funds withdrawn.

ARTICLE IV.

DEPOSIT TO THE ESCROW FUND; AGREEMENT TO ACQUIRE, CONSTRUCT AND INSTALL THE PROJECT; TERMINATION OF INSTALLMENT SALE AGREEMENT; INSTALLMENT PAYMENTS; APPROPRIATION

Section 4.1. Deposit to Escrow Fund.

The Originator will transfer this Installment Sale Agreement to the Lender pursuant to the Transfer Agreement upon payment of the Installment Sale Amount, and will cause the Installment Sale Amount to be deposited in the Escrow Fund. Upon satisfaction of the requirements of Sections 4.2(c) and (i) hereof, the Escrow Agent will apply the amounts in the Escrow Fund for costs related to the Project. The City agrees to pay any such costs of the Project and costs of issuance in excess of amounts available therefor in the Escrow Fund. Neither the Lender nor the Originator have any obligation for any costs and expenses incurred by the City with respect to the Project or the financing thereof.

Section 4.2. Acquisition and Construction of Project.

(a) Acquisition, Construction and Installation Contracts. The Originator hereby appoints the City as its agent for purposes of acquiring, constructing, and installing the Project. Such appointment is irrevocable and is coupled with an interest. The City will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition, construction, and installation of the Project, with moneys available in the Escrow Fund. The City represents the estimated costs of the Project are within the funds estimated to be available therefor, and the Seller makes no warranty or representation with respect thereto. Prior to a disbursement from the Escrow Fund, there shall be filed with the Escrow Agent a requisition containing the information specified in Section 4.2(c). Neither the Originator, the Escrow Agent nor the Lender shall be liable under any of the acquisition, construction or installation contracts, if applicable. The City shall obtain all necessary permits and approvals, if any, for the acquisition, construction, and installation of the Project, and the operation and maintenance thereof, which may hereafter become applicable to the Project.

(b) Authorized Escrow Fund Disbursements. Disbursements from the Escrow Fund may be made for the purpose of paying (said term to include the reimbursement of the City for advances from its other funds to accomplish the purposes hereinafter described) the cost of acquiring, constructing, and installing the Project, including the purchase of the Property, and shall also include:

- (i) the cost of indemnity and fidelity bonds to insure the faithful completion of any construction contract pertaining to the Project;
- (ii) fees and expenses of architects for the preparation of plans and supervising the acquisition, construction, and installation of the Project, if applicable;

(iii) all payments, including those for labor, contractors, builders and materialmen, incurred under the terms of a construction contract for the acquisition, construction, and installation of the Project;

(iv) all costs of engineering and architectural services, including the costs of the City incurred in connection with test borings and environmental assessments, if any, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or consequent to the proper construction of the Project, if applicable; and

(v) costs of issuance associated with this Installment Sale Agreement.

(c) Requisition Procedure. No disbursement from the Escrow Fund shall be made unless and until the Seller has approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Exhibit E hereto. Each such requisition submitted by the City shall include or similar forms approved by the Lender itemizing all costs to be paid with the requisitioned advance and copies of bills, invoices or other documents supporting the payments requested and shall be signed by an Authorized City Representative and approved by the Lender and shall contain a certificate of the City to the effect that:

(i) insofar as such obligation was incurred for work, material, supplies or equipment in connection with the Facilities, such work was actually performed, or such material, supplies or equipment was actually installed in or about the Facilities or delivered at the site of the work for that purpose;

(ii) an obligation in the stated amount has been incurred by the City, and that the same is a proper charge against the Escrow Fund and has not been paid, and stating that the bill, invoice or statement of account for such obligation, or a copy thereof, is on file with the City;

(iii) the Authorized City Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interests which should be satisfied or discharged before such payment is made;

(iv) such requisition contains no item representing payment on account, or any retained percentages which the City is, at the date of such certificate, entitled to retain; and

(v) the Project is insured in accordance with the Installment Sale Agreement.

(d) Construction. The City shall cause the construction to be carried on continuously in a good and workman like manner in accordance with the plans and specifications, all applicable ordinances and statutes, and in accordance with the requirements of all regularly constituted authorities having jurisdiction over the same. The City shall cause the Facilities to be constructed entirely on the Property and will ensure (i) that the Facilities do not encroach upon nor overhang any easement or right of way, and (ii) the Facilities, when constructed, will be wholly within the

building restriction lines, however established, and will not violate applicable use or other restrictions contained in prior conveyances or applicable protective covenants, ordinances or restrictions. The City shall cause all utility lines, septic systems and streets serving the Facilities to be completed in accordance with health department standards and other applicable regulations of any governmental agency having jurisdiction. The City will promptly correct any structural defect in the improvements or any departure from the plans and specifications.

(e) [Reserved.]

(f) Right of Entry and Inspection. The Lender and its representatives and agents shall have the right to enter upon the Property and inspect the Project and the improvements thereto from time to time, and the City will cause any contractor or sub-contractor, if any, to cooperate with the Lender and its representatives and agents during such inspections. No right of inspection or approval contained herein shall be deemed to impose upon the Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by the Lender shall be deemed to impose upon the Lender any duty or obligation whatsoever to identify or correct any defects in the improvements or to notify any person with respect thereto, and no liability shall be imposed upon the Lender, and no warranties (either express or implied) are made by the Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for the benefit of the Lender.

(g) Completion of Project. The City shall use its best efforts to cause the acquisition, construction, and installation of the Project to be completed without undue delay, unforeseeable delays beyond the reasonable control of the City only excepted. Upon completion of the acquisition, construction, and installation of the Project, the City shall deliver to the Lender, (a) a certificate of the City stating the fact and date of such completion and stating that all of the costs of said acquisition, construction, and installation have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Escrow Fund is to be maintained in the full amount of such claims until such dispute is resolved), (b) a certificate of a duly authorized officer or agent of the architects, engineers or supervising contractors selected and hired by the City in connection with the construction of the Facilities stating the fact and date of completion, (c) a copy of the certificate(s) of occupancy, and (D) proof of insurance coverage with respect to the Project required by this Installment Sale Agreement.

(h) Payment and Performance Bonds. Each contractor entering into a contract for the construction of the Facilities shall be required to furnish a performance bond and a labor and material payment bond as required by O.C.G.A. Section 36-91-1 *et seq.*, as amended, or other applicable provisions of law. In the event of any material default by a contractor under any construction contract or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City shall promptly proceed, either separately or in conjunction with others, to pursue diligently its remedies against such contractor and/or against each surety of any bond securing the performance of such construction contract. The net proceeds of any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, remaining after deduction of expenses incurred in such recovery (including, without limitation, attorney's fees and costs), and after reimbursement to the City of any amounts theretofore paid by

the Lender and not previously reimbursed to the City for correcting or remedying the default or breach of warranty which gave rise to the proceedings against the contractor or surety, shall be paid to the Escrow Agent for deposit into the Escrow Fund and (i) used as agreed by the City and the Seller to remedy any damage, omission, or defect, or (ii) if the City and the Seller agree that no such remedial work is required, used as provided in Section 4.4(a)(i) hereof.

(i) Conditions to Disbursement. Without limitation of the other conditions described herein, the Seller shall not be obligated to authorize any requisition of amounts from the Escrow Fund until it has been provided with and approved (if appropriate) [(A) the environmental report], (B) a file stamped copy of the Security Deed, [(C) a mortgagee title insurance policy with respect to the Security Deed], (D) evidence that the insurance required by Section 5.2 hereof has been obtained, (E) an independent flood certification, and (F) any other documents that the Seller may reasonably request, each in form and substance satisfactory to the Seller and its counsel. No disbursement from amounts from the Escrow Fund alone shall serve to alter these conditions.

Section 4.3. Term of Installment Sale Agreement.

The Term of this Installment Sale Agreement shall commence on the date hereof and shall end on October ___, 2043, subject to the City's right to terminate this Installment Sale Agreement. This Installment Sale Agreement shall renew automatically from year to year until there occurs an Event of Default or Event of Non-appropriation. This Installment Sale Agreement may be terminated only in accordance with the following paragraph.

The Term of this Installment Sale Agreement will terminate upon the earliest of any one of the following events:

(i) Purchase Option. Upon the exercise by the City of its option to prepay the Purchase Price of the entire Project as provided in Section 4.5 and to terminate the Installment Sale Agreement pursuant to Section 4.7, and the payment of the Purchase Price and any other amounts owing hereunder.

(ii) Payment in Full. Payment in full of the Installment Payments on October ___, 2043.

(iii) By City's Election to Terminate the Installment Sale Agreement Upon Non-appropriation. The occurrence of an Event of Non-appropriation.

The parties intend that this Section 4.3 operate in conformity with, and not in contravention of, O.C.G.A. Section 36-60-13, as amended. In the event that any provision of this Section 4.3 is determined to conflict with O.C.G.A. Section 36-60-13, as amended, this Section 4.3 shall be interpreted and implemented in a manner consistent with said statute.

In the event of the occurrence of an Event of Non-Appropriation, the City agrees to surrender peaceably possession of the Project to the Seller or its assignee or transferee on the date of such default or termination in good condition and repair, normal wear and tear excepted, and the City, upon the demand of the Seller, shall transfer the Project to the Seller or its assignee by

limited warranty deed. The Seller and its transferees and assignees will have all legal and equitable rights and remedies to enforce their respective rights, including but not limited to, the right to take possession of the Project, free of rent. Termination of this Installment Sale Agreement may also occur under Section 8.2 hereof.

Section 4.4. Installment Payments.

(a) Obligation to Pay. Certain payments due hereunder shall be made as follows:

(i) Principal Payments. Principal Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

(ii) Interest Payments. Interest Payments specified in Exhibit A Schedule 2 hereto shall be paid by the City on each date specified therein during the term of this Installment Sale Agreement to the Lender.

If an Installment Payment date is not a business day, the foregoing payments shall be made on the next succeeding business day; provided, however, interest shall continue to accrue on the Principal Payments until the Installment Payments are actually received by the Lender. Notwithstanding Exhibit A Schedule 2, the last Payment shall be in the amount needed to pay all Principal Payments and Interest Payments due hereunder. All payments shall be made in immediately available funds by check or wire transfer in accordance with written directions provided by the Lender.

(b) Unconditional Obligation. The obligations of the City to make the payments required in Section 4.4(a) hereof or otherwise due hereunder and to perform and observe the other agreements on its part contained herein shall not be affected by any abatements, reductions, set-offs, diminutions, defenses, counterclaims and recoupments for or on account of any claims which City may have, any insolvency, bankruptcy, reorganization or similar proceedings by or against the City, or any other circumstance, happening or event similar to any of the foregoing; nor except as otherwise expressly provided herein, shall this Installment Sale Agreement terminate. Until expiration or termination of the Term, the City (i) will not suspend or discontinue any payments provided for in Section 4.4(a) hereof, (ii) will perform and observe all of its other agreements contained in this Installment Sale Agreement, and (iii) will not terminate the Term for any cause, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, any defects in any component of the Project, any obsolescence of any component of the Project for any reason whatsoever, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of Georgia or any political subdivision of either or any failure of the Seller to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Installment Sale Agreement. Nothing contained in this Section shall be construed to release the Seller from the performance of any of the agreements on its part herein contained; and if the Seller should fail to perform any such agreement, the City may institute such action against the Seller as the City may deem necessary to compel performance or recover its damages for nonperformance as long as such action shall not impair or affect the agreements on the part of the City contained in

the preceding sentence and to make the payments specified in Section 4.4(a) hereof or otherwise due hereunder. The City may, however, at its own cost and expense and in its own name or in the name of the Seller, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to insure the acquisition, construction and installation of the Project or to secure or protect its right of possession, occupancy and use hereunder, and in such event the Seller hereby agrees to cooperate fully with the City and to take all lawful action which is required to effect the substitution of City for the Seller in any such action or proceeding if the City shall so request.

(c) Sale and Transfer. The City understands and agrees that pursuant to the Transfer Agreement, the Originator will sell and transfer the Installment Sale Agreement and all of its rights, title and interest hereunder to the Lender, except for the Seller's obligation to transfer title to the Property to the City upon payment in full of the Purchase Price, and the City assents to such transfer.

(d) Current Obligation Only. The provisions of this Section 4.4(d) apply notwithstanding any provisions to the contrary in this Installment Sale Agreement. The Installment Payments and all other payments due hereunder constitute expenses of the City, and the City's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of the City in any ensuing Installment Sale Year beyond the Installment Sale Year for which this Installment Sale Agreement has last been renewed, and are not in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of the City or the State within the meaning of any constitutional or statutory debt limitation. Neither the execution, delivery, and performance of this Installment Sale Agreement nor the transfer thereof directly or indirectly obligates the City to make any payments hereunder beyond those coming due in the Installment Sale Year for which this Installment Sale Agreement has last been renewed. No judgment may be entered against the City or the State of Georgia for failure to pay any amounts due hereunder, except to the extent that the City has theretofore incurred liability to pay any such amounts through its actual use of the Project or through its lawful appropriations or budgeting of such amounts. Nothing in this Installment Sale Agreement shall require the City to levy a tax to make payments under this Installment Sale Agreement.

Section 4.5. Accelerated Purchase Option.

Upon five (5) days' prior written notice from the City to the Seller and the Lender, and provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default or no Event of Non-appropriation, the City will have the right to prepay on any date, all, but not less than all, of the outstanding Principal Payments by paying to the Lender, as assignee of the Seller, the amount of Principal Payments to be prepaid, plus accrued interest, plus **INSERT LENDER'S STANDARD BREAK-FUNDING TERMS.**

Section 4.6. Covenant as to Appropriation.

In the event this Installment Sale Agreement is not otherwise terminated, the City covenants and agrees that it will cause the appropriate officers of the City (i) to request that the governing body appropriate, or determine not to appropriate, no later than the twentieth (20th) day

before the end of the then current Fiscal Year, the Minimum Annual Appropriated Amount for the succeeding Fiscal Year, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys appropriated to make all payments due hereunder, including all such actions for such purpose as may be required under O.C.G.A. Section 36-60-13, as amended. The City will provide a Certificate of Appropriation in the form of Exhibit D attached hereto, or a notice that no such appropriation has been made, to the Seller by the twentieth (20th) day before the end of the Fiscal Year. To the extent permitted by law, the City hereby agrees that if it intends to terminate this Installment Sale Agreement, its governing body shall adopt a resolution specifically making a determination to terminate this Installment Sale Agreement; provided, however, failure to adopt such resolution shall not be deemed to mean that this Installment Sale Agreement has not been terminated if an Event of Non-appropriation otherwise has occurred.

Section 4.7. Termination of Installment Sale Agreement on Prepayment.

Upon the exercise by the City of its option to prepay all Principal Payments pursuant to Section 4.5 hereof with respect to the Project, the satisfaction of all conditions set forth in Section 4.5 and the payment of all other amounts due hereunder, the City shall be deemed to have terminated this Installment Sale Agreement.

Section 4.8. Tax Treatment of Installment Payments.

(a) This Installment Sale Agreement is entered into on the basis that the interest portion of the Installment Payments is not includable in the gross income of Lender for federal income tax purposes.

(b) Upon the occurrence of a Determination of Taxability, then, from and after the Date of Taxability, the interest rate used to calculate interest on the Installment Sale Amount, shall be the Taxable Rate, as defined below. After a Determination of Taxability and upon demand of the Lender, the City shall pay to Lender such additional amount as shall be necessary to provide, together with interest received at the Stated Rate, an equivalent amount as if interest component of the Installment Payments shall have been payable at the Taxable Rate from the Date of Taxability.

(c) Upon a Determination of Taxability, the City shall also pay to Lender upon demand of Lender any taxes, interest, penalties or other charges assessed against or payable by Lender and attributable to such Determination of Taxability and all reasonable administrative, out-of-pocket and other expenses incurred by Lender that are attributable to such event, including, without limitation, the costs incurred by Lender to amend any of its tax returns, notwithstanding the repayment of the entire principal amount due under this Installment Sale Agreement or any transfer or assignment of this Installment Sale Agreement. For purposes of clarity, as used in this Section 4.8, Lender includes the then current Lender and any former Lender with respect to this Installment Sale Agreement.

(e) The following terms shall have the following meanings in this Installment Sale Agreement unless the context otherwise requires:

“Date of Taxability” shall mean the earliest date as of which the interest component of the Installment Payments shall have been determined to be includable in the gross income of the Lender as a result of a Determination of Taxability.

“Determination of Taxability” shall mean and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when (i) the City shall be advised in writing by the Commissioner or any District Director of Internal Revenue (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City, or upon any review or audit of the City or upon any other ground whatsoever, an Event of Taxability shall have occurred (ii) a court of competent jurisdiction, has determined an Event of Taxability shall have occurred or (iii) bond counsel acceptable to Lender has determined an Event of Taxability shall have occurred; and

(c) on that date when the City shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of Lender the interest component of the Installment Payments paid to Lender due to the occurrence of an Event of Taxability;

provided, however, that no Determination of Taxability shall occur under clauses (b) or (c) above in the definition of Determination of Taxability unless the City has been afforded the opportunity, at its expense, to contest any such assessment within 3 months of such Determination of Taxability; and provided further that no Determination of Taxability shall occur until such contest, if made, has been finally determined; and provided further that upon demand from Lender, the City shall immediately reimburse Lender for any payments Lender shall be obligated to make as a result of the Determination of Taxability during any such contest.

“Event of Taxability” means the taking of any action by the City, or the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of this Installment Sale Agreement, which has the effect of causing interest paid or payable under this Installment Sale Agreement to become includable, in whole or in part, in the gross income of the owner or any prior owner for federal income tax purposes.

“Stated Rate” shall mean a rate of interest per annum equal to 4.64%.

“Taxable Rate” shall mean a rate of interest per annum equal to %.

ARTICLE V.

MAINTENANCE; TAXES; INSURANCE; AND OTHER MATTERS

Section 5.1. Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance and Operation. During the term of this Installment Sale Agreement, the City shall, at its own expense, maintain, manage and operate the Project and all the improvements therein in good order, condition and repair, ordinary wear and tear excepted. The Seller shall not be responsible to provide security service, custodial service, janitor service, power, gas, telephone, light, heating, water, or any other public utility services. It is understood and agreed that in consideration of the payment by the City of the Installment Payments herein provided for, the Seller is only obligated to provide for the financing of the Project in the manner and to the extent herein provided, and neither the Lender nor the Originator shall have any obligation to incur any expense of any kind or character in connection with the management, operation or maintenance of the Project during the term of this Installment Sale Agreement.

(b) Alterations. The City will not make any alterations, additions or improvements to the Project without Seller's prior written consent; provided, however, that if such alterations, additions or improvements shall not diminish the value or utility of the Project, or impair the condition thereof, below the value, utility or condition thereof immediately prior to such alteration, addition or improvement (assuming the Project was then of the value or utility and in the condition required to be maintained by the terms of this Installment Sale Agreement), such written consent shall not be unreasonably denied. All property incorporated or installed in or attached to or added to the Project, as the result of such alteration, addition or improvement shall, without further act, be subject to the Security Deed. The City may, at any time, remove and not replace such property, if no Default or Event of Default has occurred and is continuing and such property (i) is in addition to, and not in replacement of or substitution for, any property originally incorporated or installed in or attached to the Project on the date hereof or any part in replacement of, or substitution for, any such property, (ii) is not required to be incorporated or installed in or attached or added to the Project pursuant to this Section 5.1, and (iii) can be removed from the Project without diminishing or impairing the value, utility or condition which the Project would have had at such time had such alteration, addition or improvement not occurred.

(c) Liens and Taxes. The City shall keep the Project free and clear of all levies, liens, mortgages and encumbrances except for Permitted Encumbrances and those created under this Installment Sale Agreement, the Security Deed and the Transfer Agreement. The City shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, possession, ownership or use of the Project, whether imposed upon or payable by the Lender, the Originator or the City. If the City fails to pay said charges and taxes when due, the Seller shall have the right, but shall not be obligated, to pay said charges and taxes. If the Seller pays any charge or tax for which the City is responsible or liable under this Installment Sale Agreement, the City shall reimburse the Seller therefor plus interest on any unreimbursed amounts from the date of payment by the Seller until the date of reimbursement.

Section 5.2. Insurance.

The City will, at its expense, maintain at all times during the Term, (i) fire, vandalism, malicious mischief, and extended coverage and property damage insurance with respect to the Project in an amount equal to the full insurable value of the Project, (ii) single limit comprehensive general liability insurance in an amount satisfactory to the Seller, and (iii) flood insurance (if applicable). All such insurance policies shall have deductible amounts acceptable to the Seller, and shall be issued by such insurers as the City shall deem appropriate and satisfactory to the Seller. If in furtherance of its obligation under the preceding sentence the City procures an insurance policy, or participates in an “interlocal risk management agency,” as such term is defined in O.C.G.A. Section 36-85-1, or causes the Project to be covered under an existing policy, each such insurance policy or pool will name the City as an insured and the Seller or their respective assigns as a loss payee, and will contain a clause requiring the insurer to give and the Seller at least thirty (30) days’ prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such insurance policies will be payable to the City, the Seller, or their respective assigns, as their interests may appear.

In the event of any loss, theft, destruction, damage, vandalism, injury or accident involving the Project or in the event that title to, or the temporary or permanent use of, the Project or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, prior to the payment of all the Installment Payments specified in the Installment Sale Agreement for the Project, the City will (i) promptly provide the Seller with written notice thereof, pay the net proceeds of the insurance or condemnation to the Escrow Agent for the Escrow Fund and make available to the Seller all information and documentation relating thereto, (ii) promptly requisition from the Escrow Fund and use the net insurance proceeds received in connection with such casualty if any, together with other funds (including the City’s own funds as described in this Section) (A) to repair or restore the Project to its condition prior to such casualty; or (B) to exercise its purchase option with respect to the Project under Section 4.5 hereof and (iii) promptly upon satisfaction of the requirement set forth in clause (ii)(A) above certify to the Seller in writing that any restored facility is as valuable as the Project. In the event of any loss, damage, theft, vandalism or destruction of the Project or any part thereof prior to the payment in full of the unpaid Installment Payments specified in the Installment Sale Agreement, and the proceeds of any insurance maintained hereunder are insufficient to repair or replace the Project so damaged, the City shall (i) exercise its purchase option under Section 4.5 hereof or (ii) fully repair the Project to its condition prior to such loss, theft, damage, vandalism or destruction or replace it using its own funds. The Seller shall not be responsible for the sufficiency of any insurance herein required and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise, or settlement of any loss agreed to by the Seller.

ARTICLE VI.

DISCLAIMER OF WARRANTIES; CERTAIN PAYMENT OBLIGATIONS

Section 6.1. Disclaimer of Warranties.

NEITHER THE ORIGINATOR NOR THE LENDER MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE CITY OF THE PROJECT. In no event shall the Originator or the Lender be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Installment Sale Agreement for the existence, furnishing, functioning of the City's use and possession of the Project.

Section 6.2. City's Right to Enforce Warranties.

The Originator hereby irrevocably appoints the City its agent and attorney-in-fact during the Term of this Installment Sale Agreement, so long as the City shall not be in default hereunder and so long as there is no Event of Non-appropriation hereunder, to assert from time to time whatever claims and rights, including without limitation, warranty claims, claims for indemnification and claims for breach of any representations respecting the Project which the Seller may have against any vendor or contractor. The City's sole remedy for the breach of any such warranty, indemnification or representation shall be against the vendor or contractor with respect thereto, and not against the Seller, nor shall such matter have any effect whatsoever on the rights and obligations of the Seller with respect to this Installment Sale Agreement, including the right to receive full and timely Installment Payments and all other payments due hereunder. The City shall be entitled to retain any and all amounts recovered as a result of the assertion of any such claims and rights, provided, that the City shall apply such amounts as may be required to the repair of defects or omissions in the Project that occasioned such claims. The Seller shall, upon the City's request and at the City's expense, do all things and take all such actions as the City may request in connection with the assertion of any such claims and rights.

Section 6.3. Certain Payment Obligations.

To the extent permitted by law, the City shall and hereby agrees to pay to the Originator, the Escrow Agent, the Lender and any successors, assigns, directors, officers, agents or subrogees the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including reasonable legal fees and expenses and court costs, arising out of or in connection with their services in assisting with the provision or financing of the Project, but not due to the gross negligence or wrongful acts of such parties or breach of their obligations hereunder, including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of, the Project by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under this Installment Sale Agreement, (iii) any act or negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project, (iv) any act or negligence of any assignee or sublessee of the City with respect to the Project, (v) the acquisition, construction, and installation of the Project or the authorization of payment of the costs thereof by the City, (vi) the breach by

the City of any representation or warranty of the City contained in this Installment Sale Agreement or made by the City in connection herewith, or (vii) their enforcing any covenants of the City in this Installment Sale Agreement.

In case any action is brought against any party that may be entitled to payment in connection with any matter contemplated under this Section 6.3, and it notifies the City of the commencement thereof, the City will be entitled to participate in, and, to the extent that it chooses to do so, to assume the defense thereof (including the employment of counsel), and the City shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate and consent to settlement thereof. Notwithstanding the foregoing, if the defendants in any such action include such an indemnified party and the City, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the City or another defendant indemnified party, and which are likely to cause a conflict of interest between the City and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and the City shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by the City. Nothing contained in this Section 6.3 shall preclude any indemnified party, at its own expense, if indemnity is available, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the City hereunder.

The provision of this Section 6.3 shall survive termination of this Installment Sale Agreement for any reason to the extent that the obligation arose during the Term hereof.

ARTICLE VII.

SUCCESSORS, ASSIGNMENT, PLEDGING, SALE AND AMENDMENT

Section 7.1. Assignment by the Originator.

Except for the absolute assignment to the Lender as provided herein, the Originator will not sell the Project and will not assign this Installment Sale Agreement, or its right to receive Installment Payments from the City, without an opinion of Bond Counsel to the effect that the proposed sale or assignment will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments and without the written consent of the Lender. In addition, no such other assignment or reassignment of the right to receive payments under this Installment Sale Agreement shall be effective unless and until the City shall have received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. The City hereby acknowledges receipt of the Transfer Agreement for purposes of this Section. During the term hereof, the City shall keep, or cause to be kept, a complete and accurate record of all such assignments and reassignments received in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder.

Upon the Originator's assignment of this Installment Sale Agreement to the Lender, all references herein to the Seller shall be deemed to be references to the Lender and the Lender shall have the right to proceed directly against the City for all payments due hereunder.

Section 7.2. Assignment and Sublease by the City.

Except with the consent of the Lender, this Installment Sale Agreement may not be assigned by the City, and the Originator may not sell, encumber or sublease the Project or enter into any rental agreement with respect thereto unless the Lender shall consent to such sale or sublease and the City shall deliver an opinion of Bond Counsel to the effect that such sale, encumbrance or sublease will not adversely affect the exclusion from gross income for federal income tax purposes of the Interest Payments.

ARTICLE VIII.

EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

The following shall be “Events of Default” under this Installment Sale Agreement and the terms “Events of Default” and “Default” shall mean, whenever they are used in this Installment Sale Agreement, any one or more of the following events:

- (i) Failure by the City to make any payment required to be paid hereunder and to be received by the Seller on or before the date required for such payment.
- (ii) Failure by the City to observe and perform any of its obligations under Sections 4.6, 5.1 or 5.2 hereof.
- (iii) An Event of Non-appropriation.
- (iv) Failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto, other than as referred to in clause (i) or (ii) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the City by the Seller.
- (v) Failure by the City generally to pay its debts as the same become due, or the subjection of any right or interest of the City under this Installment Sale Agreement to any execution, garnishment or attachment, or assignment by the City for the benefit of creditors, or the entry by the City into an agreement of composition with creditors, or the filing of a petition applicable to the City in any insolvency proceedings.
- (vi) An event of default under the Security Deed.

Section 8.2. Remedies on Default and Non-appropriation.

Whenever any Event of Default referred to in Section 8.1 hereof shall have occurred and is continuing, or an Event of Non-appropriation shall have occurred, the Seller may take any one or more of the following remedial steps:

- (a) The Seller may declare all unpaid installments of amounts payable under Section 4.4(a) hereof through the last Installment Sale Year for which this Installment Sale Agreement has been renewed to be immediately due and payable, whereupon the same shall become immediately due and payable. If payments are accelerated pursuant to this Section 8.2(a), subject to the provisions of Section 4.4(d) hereof, the amount then due and payable by the City shall be the sum of (1) the aggregate unpaid Principal Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (2) the aggregate unpaid Interest Payments due in the last Installment Sale Year for which this Installment Sale Agreement has been renewed, (3)

any other amounts which may be owing to the Seller pursuant to this Installment Sale Agreement for the last Installment Sale Year for which this Installment Sale Agreement has been renewed;

(b) With or without terminating this Installment Sale Agreement, retake possession of the Project wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Project for use over a term in a commercially reasonable manner; provided that the City shall remain directly liable for the amount actually appropriated for the purchase or rental of the Project and unpaid by the City during the then current Installment Sale Year;

(c) The Seller may exercise its remedies under the Security Deed;

(d) The Seller may require the City to furnish copies of all books and records of the City pertaining to the Project; and

(e) The Seller may take whatever action at law or in equity which may appear necessary or desirable to collect the amounts due, or to enforce performance and observance of any obligation, agreement or covenant of the City under this Installment Sale Agreement.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF ORIGINATOR WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY ORIGINATOR, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE ORIGINATOR, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY WAIVED BY THE CITY AND BEING EXPRESSLY WAIVED BY THE LENDER PURSUANT TO THE SECURITY DEED.

In the event that a Default or an Event of Default shall occur, the interest shall accrue on the outstanding principal balance and any other amounts owed hereunder at the "Prime Rate." The Prime Rate is the rate of interest so denominated and set by the Lender from time to time as an interest rate basis for borrowing. The Prime Rate is but one of several interest rate bases used by the Lender which lends at rates above and below the Prime Rate. For purposes of calculating the Prime Rate in connection with a Default or an Event of Default, such interest rate shall be adjusted automatically on the effective date of any change in the Prime Rate.

Section 8.3. Non-appropriation.

Upon an Event of Non-appropriation, the City shall not be obligated to make the Installment Payments and other payments provided for herein beyond the last day of the last Installment Sale Year for which this Installment Sale Agreement has been renewed.

Section 8.4. No Remedy Exclusion.

No remedy conferred herein upon or reserved to the Seller is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Installment Sale Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Seller to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses.

In the event that the City should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the City contained herein, the City agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

Section 8.6. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in this Installment Sale Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE IX.**MISCELLANEOUS****Section 9.1. Notices.**

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in certified form, postage prepaid, at the following addresses:

If to the City:	City of Port Wentworth Port Wentworth City Hall 7224 GA Highway 21 Port Wentworth, Georgia 31407 Attention: Mayor
with a copy to:	Robichaux Law Firm 329 Eisenhower Drive, Suite A Savannah, GA 31406 Attention: Scott Robichaux
If to the Originator:	Georgia Municipal Association, Inc. 201 Pryor Street Atlanta, Georgia 30303 Attention: Director, Financial and Operational Services
with a copy to:	Counsel to Georgia Municipal Association, Inc. 201 Pryor Street Atlanta, Georgia 30303 Attention: Rusi Patel, Esq.
If to the Lender:	Truist Commercial Equity, Inc. [5130 Parkway Plaza Boulevard Charlotte, North Carolina 28217] Attention:

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 9.2. Binding Effect.

This Installment Sale Agreement shall inure to the benefit of and shall be binding upon the Seller and the City and their respective successors and the assigns of Seller.

Section 9.3. Severability.

In the event any provision of this Installment Sale Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.4. Amendments, Changes and Modifications.

This Installment Sale Agreement may not be amended or any of its terms modified without the written consent of the Lender.

Section 9.5. Further Assurances and Corrective Instruments.

The Seller and the City agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto or to the Security Deed and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project hereby agreed to be sold or intended so to be or for carrying out the expressed intention of this Installment Sale Agreement.

Section 9.6. Execution in Counterparts.

This Installment Sale Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 9.7. Applicable Law.

This Installment Sale Agreement shall be governed by and construed in accordance with the laws of the State.

Section 9.8. Survival.

The provisions of this Installment Sale Agreement shall survive the Closing Date and the transfer and sale of the Project.

Section 9.9. Security Agreement.

The City hereby grants the Seller a security interest in its rights under this Installment Sale Agreement and the architect contracts and construction contracts relating to the Project. Upon an Event of Default or any Event of Non-appropriation (but only upon such events), the Lender shall be entitled to exercise the City's rights under this Installment Sale Agreement.

Section 9.10. Limited Liability.

Notwithstanding anything herein or in the Security Deed, Transfer Agreement, Environmental Agreement or closing documents to the contrary, the liability of Seller and Lender with respect to their obligations hereunder or thereunder shall be limited to their interest in the Project, and no personal liability, whether express, implied, or arising by operation of law, is

assumed by Seller and Lender, nor shall any personal liability or responsibility be asserted or enforceable against Seller and Lender, all such personal liability or responsibility being hereby expressly waived by City.

IN WITNESS WHEREOF, the City and the Originator have caused this Installment Sale Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

Signed, sealed and delivered
in the presence of:

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Executive Director

Unofficial Witness

[SEAL]

Notary Public

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Name: Darin Jenkins
Title: Director, Corporate Engagement

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

Signed, sealed and delivered
in the presence of:

**CITY OF PORT WENTWORTH,
GEORGIA**

Unofficial Witness

By: _____
Mayor

Notary Public

[SEAL]

My Commission Expires:

Attest:

[NOTARIAL SEAL]

By: _____
Clerk

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT A

SCHEDULE 1

BASIC TERMS:

INSTALLMENT SALE AMOUNT: \$9,300,000

INTEREST RATE: 4.64%*

* Based upon a 360-day year comprised of twelve thirty-day months.

SCHEDULE 2

INSTALLMENT PAYMENT AMOUNTS

[See Attached]

EXHIBIT B

DESCRIPTION OF PROPERTY

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT C

DESCRIPTION OF FACILITIES

The Facilities will consist of the following:

Acquisition, construction and installation of a new fire station facility for the City.

EXHIBIT D

CERTIFICATE OF APPROPRIATION

Re: Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”) between City of Port Wentworth, Georgia and Georgia Municipal Association, Inc.

The undersigned officers of City of Port Wentworth, Georgia (the “City”) hereby certify that the Minimum Annual Appropriated Amount for the current fiscal year, that is, Installment Payments of \$_____, (as such terms are defined in the referenced Installment Sale Agreement), are within such City’s operating budget or budgets for the fiscal year ending June 30, 20____, and an appropriation of funds for such fiscal year has been made and is available therefor.

Dated: _____

CITY OF PORT WENTWORTH, GEORGIA

By: _____
Mayor

By: _____
Clerk

EXHIBIT E

FORM OF REQUISITION

ESCROW FUND REQUISITION

[Date]

Email requisitions to:

Requisition Team

Truist Commercial Equity, inc.

Direct Dial:

RE: Request for disbursement of funds from the Escrow Fund related to the Installment Sale Agreement, dated October __, 2023 (the "Installment Sale Agreement"), between the Georgia Municipal Association and the City of Port Wentworth, Georgia (the "City").

To Whom It May Concern,

Pursuant to the terms and conditions of the Installment Sale Agreement, the City requests the disbursement of funds from the Escrow Fund established under the Installment Sale Agreement for the following Project Costs:

This is requisition number ____ from the Escrow Fund.

Disbursements will be to the City.

Amount: \$_____

Attach copies of applicable vendor invoices or complete below spreadsheet of expenditures to requisition when submitting.

Payee's Name
and Address

Invoice Number

Dollar Amount

Purpose

Project Description:

Location of Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of City: City of Port Wentworth, Georgia, 7224 GA Highway 21, Port Wentworth, Georgia 31407, Attn: _____

The City makes this requisition pursuant to the following representations:

1. The City has appropriated in its current Fiscal Year funds sufficient to pay the Installment Payments and estimated other payments required under the Installment Sale Agreement due in the current calendar year.

The purpose of this disbursement is for payment of the acquisition costs of the Property and the costs described in Section 4.2(b) of the Installment Sale Agreement, provided for under the Installment Sale Agreement referenced above.

2. The requested disbursement has not been subject to any previous requisition.
3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
5. No Event of Default is continuing under the Installment Sale Agreement and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
6. The City shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Property or portion of the Property that Lender may request to evidence its security interest.

The City has in place insurance on this portion of the Property that complies with the insurance provisions of the Installment Sale Agreement.

Each amount requested for payment in this requisition either (a) represents a reimbursement to the City for a cost of the Property or the costs described in Section 4.2(b) of the Installment Sale Agreement previously made, and such reimbursement complies with the provisions

of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the City has declared its “official intent” to reimburse the expenditure no later than 60 days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted “reimbursement period” of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the City promptly upon the receipt of funds from Lender to make payments for costs of the Property the costs described in Section 4.2(b) of the Installment Sale Agreement to third parties described in this requisition.

Capitalized terms used in this requisition have the meaning ascribed in the Installment Sale Agreement.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects’ payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE ☐.

CITY OF PORT WENTWORTH, GEORGIA

By: _____
Steve Davis, City Manager and Authorized City Representative

EXHIBIT “B”

Transfer Agreement

DRAFT DATE: 08/29/23

After recording return to:

James R. Woodward
 Gray, Pannell & Woodward LLP
 336 Hill Street
 Athens, Georgia 30601

STATE OF GEORGIA

COUNTY OF CHATHAM

ASSIGNMENT AND TRANSFER AGREEMENT

THIS ASSIGNMENT AND TRANSFER AGREEMENT (hereinafter referred to as this “Agreement”) is made as of this ____ day of October, 2023, by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter referred to as “Originator”), and TRUIST COMMERCIAL EQUITY, INC., a Delaware corporation (hereinafter referred to as “Lender”).

W I T N E S S E T H:

WHEREAS, Originator has entered into an Installment Sale Agreement (the “Installment Sale Agreement”) of even date herewith with the City of Port Wentworth, Georgia (the “City”) with respect to a certain project (the “Project”); and

WHEREAS, Lender has agreed to purchase and service the Installment Sale Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and adequacy thereof being hereby acknowledged, Originator and Lender hereby covenant and agree as follows:

(a) Originator hereby absolutely assigns, transfers, conveys and sets over to Lender all the right, title and interest of Originator in, under, by virtue of the Installment Sale

Agreement without recourse to the Originator (except for Originator's right to indemnification and attorney's fees). The Lender shall be deemed for all purposes the "Seller" under the Installment Sale Agreement, and shall have all rights, powers and remedies of Seller thereunder.

(b) In addition to the Installment Sale Agreement, Originator hereby transfers to Lender the following original documents given in connection with the closing of the Installment Sale Agreement:

- (i) a certified copy of the Resolution approving the Installment Sale Agreement adopted by the Mayor and City Council of the City;
- (ii) an Execution, Signature and No-Litigation Certificate of the City;
- (iii) opinion of Robichaux Law Firm;
- (iv) a Deed to Secure Debt and Security Agreement from Originator to the Lender with respect to the Project securing all obligations scheduled under the Installment Sale Agreement (the "Security Deed");
- (v) opinion of Gray, Pannell & Woodward LLP;
- (vi) an Agreement Regarding Environmental Activity with respect to the Project from the City in favor of Originator and Lender; and
- (vii) all construction contracts and architect contracts related to the Project.

(c) In consideration of the assignment contemplated by Paragraph (a) hereof, the Lender shall fund the Installment Sale Amount referred to in the Installment Sale Agreement in the amount of \$9,300,000 on the date hereof. No further payment or advance from Lender to Originator or the City shall be required and the purchase and sale of the Installment Sale Agreement will be immediately effective.

(d) Originator hereby irrevocably directs the City under the Installment Sale Agreement to pay to Lender all installment payments, receipts and other amounts accruing or due under the Installment Sale Agreement and to otherwise regard Lender as "Seller" under the Installment Sale Agreement.

(e) This Agreement shall not operate to place upon Originator or Lender any responsibility for the operation, control, care, management, ownership or repair of the Project.

(f) Originator covenants, agrees, represents and warrants that Originator will not sell, assign, transfer, mortgage or pledge the Installment Sale Agreement or any of the installment payments, receipts and other amounts arising with respect to the Project to any person, firm or corporation other than Lender; that no installment payments, receipts and other amounts arising with respect to the Project or under the Installment Sale Agreement or any part thereof, has

been or will be anticipated, waived, released, discounted or otherwise discharged or compromised. Originator agrees that it will cooperate to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the City under the Installment Sale Agreement.

(g) Originator agrees to execute and deliver to Lender, at any time or times during which this Agreement shall be in effect, such further instruments as Lender may reasonably require to make effective this Agreement or any Assignment and the several covenants of Originator herein or therein contained.

(h) Lender shall have the right to further assign and transfer the Installment Sale Agreement and all collateral therefor, and to enter into participations with respect thereto; provided, reasonable notice of such assignment or transfer shall be given to the City.

(i) No change, amendment, modification or cancellation or discharge hereof, or of any part hereof, shall be valid unless Lender and Originator shall have consented thereto in writing. This Agreement contains the entire agreement of the parties.

(j) The terms, covenants and conditions contained herein shall inure to the benefit of, and bind, Lender and Originator and their respective legal representatives, successors and assigns. There shall be no third party beneficiaries of this Agreement.

(k) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(l) Unless the context requires otherwise, capitalized terms used herein shall have the meanings ascribed thereto in the Installment Sale Agreement.

IN WITNESS WHEREOF, Originator and Lender have executed this Agreement, the day and year first above written.

GEORGIA MUNICIPAL ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

By: _____
Executive Director

[SEAL]

Notary Public

Attest:

My Commission Expires:

By: _____
Name: Darin Jenkins
Title: Director, Corporate Engagement

[NOTARIAL SEAL]

THIS INSTRUMENT DOES NOT SECURE A "LONG TERM NOTE" AS DEFINED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-60(3) AND DOES NOT SECURE A NOTE; THEREFORE, IT IS NOT SUBJECT TO THE INTANGIBLE RECORDING TAX, AS PROVIDED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-61 AND RULE 560-11-8-0.14 OF THE GEORGIA DEPARTMENT OF REVENUE. THIS INSTRUMENT SECURES AN INSTALLMENT SALE AGREEMENT THAT MAY BE TERMINATED EACH YEAR.

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

TRUIST COMMERCIAL EQUITY, INC.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

By: _____

Name:

Title:

EXHIBIT "C"

Security Deed

DRAFT DATE: 08/29/23

Secured Party's Mailing Address:
 Truist Commercial Equity, Inc.
 5130 Parkway Plaza Boulevard
 Charlotte, North Carolina 28217
 Attention: _____

Map and Parcel ID: _____
 Original Loan Amount: \$9,300,000
 Maturity Date: October ____, 2043

After recording return to:
 James R. Woodward
 Gray, Pannell & Woodward LLP
 3060 Peachtree Road, N.W.
 Suite 730
 Atlanta, Georgia 30305

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS INSTRUMENT, made and entered into as of this ____ day of October, 2023, by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation ("ORIGINATOR"), and TRUIST COMMERCIAL EQUITY, INC., a Delaware corporation ("SECURED PARTY"), having an address at [5130 Parkway Plaza, Charlotte, North Carolina 28217].

WITNESSETH:

1.01. THAT FOR AND IN CONSIDERATION of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Originator hereinafter set forth, Originator does hereby grant, bargain, sell, convey, assign, transfer, pledge, and set over unto Secured Party, and grant a security interest in, the following described property (collectively, the "Project"): (a) all those certain tracts, pieces or parcels of land (and any easements or other interests in land) more particularly described in Exhibit "A" hereto (the "Land"); (b) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land as described in Exhibit "B" hereto; and all right, title and interest of Originator in all furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, warranties, documents, accounts, general intangibles, goods, inventory and goodwill

related thereto (including any names or symbols by which the premises is known) and all other articles of personal property of every kind and nature whatsoever described including, but not limited to those described in Exhibit "C" hereto, tangible or intangible, now, heretofore or hereafter acquired with the proceeds of any obligation secured by this Instrument; and all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, equipment, fixtures and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove; all of which foregoing items are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Project as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Instrument, a portion of the above described collateral being located upon the Land; (c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Project or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Originator; (d) all right, title and interest of Originator in any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Project or any portion thereof and providing for or resulting in the payment of money to Originator for the use of the Project or any part thereof, whether the user enjoys the Project or any part thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written (the "Leases") and guaranties of the performance or obligations of any tenants or lessees thereunder (the "Tenants"), together with all income, rents, issues, profits and revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Originator or in a trust account and all other deposits and escrow funds relating to any Leases), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Originator in and to the same; (e) all right, title and interest of Originator in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents relating to the construction of any improvements on the Project (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawing, surveys, tests, reports, bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter affecting the Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the "Contracts"); (f) all right, title and interest of Originator in any insurance policies or binders now or hereafter relating to the Project, including any unearned premiums thereon; (g) all right, title and interest of Originator in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Project by reason of casualty, condemnation or otherwise; (h) all claims and causes of action arising from or otherwise related to any of the foregoing; and (i) all proceeds of any of the property described above.

1.02. TO HAVE AND TO HOLD the Project and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of Secured Party, IN FEE SIMPLE forever;

and Originator covenants that Originator is lawfully seized of the Project as aforesaid and has good right to convey the same, that the same are unencumbered except for those matters expressly set forth as exceptions in Exhibit "D" hereto, and Originator does warrant and will forever defend the title thereto against the claims of all persons claiming through it, except as to the matters set forth as exceptions in Exhibit "D" hereto.

1.03. THIS INSTRUMENT is a deed passing the title to the Project to Secured Party and is made under the laws of the State of Georgia relating to deeds to secure debt, and is not a mortgage, and is given to secure the payment of the following described obligations (collectively, the "Obligations"): (a) the payment of all the obligations of City of Port Wentworth, Georgia, a municipal corporation of the State of Georgia (the "City") described in the Installment Sale Agreement (defined below in this paragraph), notwithstanding the termination of the Installment Sale Agreement or the invalidity of the Installment Sale Agreement as to the City in whole or in part; the Installment Sale Agreement is in the principal amount of NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000) and may be renewed on an annual basis for a term through October __, 2043, together with all renewals, modifications, consolidations, replacements and extensions thereof; and (b) any and all additional advances made or costs or expenses incurred by Secured Party to protect or preserve the Project or the security interest created hereby, or for taxes, assessments or insurance premiums as provided in the Installment Sale Agreement, or for performance of any of Originator's obligations hereunder or for any purpose referred to in Section 2.03 hereof, or for any other purpose provided herein (whether or not the original Originator remains the owner of the Project at the time of such advances are made or costs or expenses incurred). For purposes of this Instrument, the term "Installment Sale Agreement" shall mean the Installment Sale Agreement of even date herewith by and between Originator and the City, which has been assigned by Originator to Secured Party pursuant to the Assignment and Transfer Agreement of even date herewith by and between the Originator and the Secured Party (the "Transfer Agreement"); and the term "Documents" shall mean this Instrument, the Transfer Agreement, the Installment Sale Agreement, the Agreement Regarding Environmental Activity of even date herewith by the City in favor of the Originator and the Secured Party (the "Environmental Agreement") and any other documents to or of which Secured Party, the Originator or the City is a party or beneficiary now or hereafter evidencing, securing or otherwise relating to the Obligations or the Project. This Instrument is expressly made prior and senior to the Installment Sale Agreement and to the conveyance of the Project made pursuant thereto.

1.04. SHOULD THE OBLIGATIONS BE PAID according to the tenor and effect thereof when the same shall become due and payable, and should Originator perform all covenants herein contained in a timely manner, then this Instrument shall be canceled and surrendered.

NOTWITHSTANDING ANYTHING HEREIN OR IN THE OTHER DOCUMENTS OR CLOSING DOCUMENTS TO THE CONTRARY, THE LIABILITY OF ORIGINATOR WITH RESPECT TO ITS OBLIGATIONS HEREUNDER OR THEREUNDER SHALL BE LIMITED TO ITS INTEREST IN THE PROJECT, AND NO PERSONAL LIABILITY OR RESPONSIBILITY, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, IS ASSUMED BY ORIGINATOR, NOR SHALL ANY PERSONAL LIABILITY OR RESPONSIBILITY BE ASSERTED OR ENFORCEABLE AGAINST THE UNDERSIGNED, ALL SUCH PERSONAL LIABILITY OR RESPONSIBILITY BEING HEREBY EXPRESSLY

WAIVED BY SECURED PARTY. Originator agrees that Secured Party and Obligor may extend, modify, forbear, or make any other accommodations with regard to the terms of this Instrument or the Obligations without Originator's consent and without releasing the Originator hereunder or modifying or affecting this Instrument as to such Originator's interest in the Project.

COVENANTS AND AGREEMENTS

2.01. Security Agreement. This Instrument is hereby made and declared to be a security agreement encumbering each and every item of personal property included herein as a part of the Project, in compliance with the provisions of the Uniform Commercial Code as enacted in the jurisdiction applicable thereto (the "Code"). The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Instrument shall be as prescribed herein, or as prescribed by general law, or as prescribed by the Code, all at Secured Party's election in the discretion of Secured Party. Any notice of sale, disposition or other action by Secured Party with respect to personal property which is a part of the Project sent to Originator in accordance with the provisions hereof relating to communications at least ten (10) days prior to such action shall constitute adequate and reasonable notice to Originator of such action. The mention in any financing statement or statements of rights in and to (a) the proceeds of any insurance policy, or (b) any award in eminent domain proceedings for a taking or for loss of value, or (c) Originator's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Project, whether pursuant to a lease or otherwise, shall not in any way limit any of the rights of Secured Party as determined by this Instrument or affect the priority of Secured Party's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Secured Party in the event any court shall at any time hold with respect thereto, that notice of Secured Party's priority of interest, to be effective against all persons or against a particular class of persons, must be filed in the Code records. The names of the "Debtor" and the "Secured Party" (which are Originator and Secured Party, respectively), the address of the "Secured Party" from which information concerning the security interest may be obtained, and the address of "Debtor," are as set forth in Section 4.04, hereof; and a statement indicating the types, or describing the items, of collateral is set forth hereinabove. Originator agrees to furnish Secured Party with notice of any change in the name, identity, residence, principal place of business or mailing address of Originator within ten (10) days of the effective date of any such change.

2.02. Further Assurances: After-Acquired Property. Originator shall, and shall cause the City to, execute and/or deliver (and pay the costs of preparation and recording thereof) to Secured Party, upon demand, any further instrument or instruments so as to evidence, reaffirm, correct, perfect, continue or preserve the obligations of Originator or the City under the Documents, the collateral at any time securing or intended to secure the Documents, and the first and prior legal security title and interest of Secured Party to all or any part of the Project, whether now owned or hereafter acquired by Originator or the City. Upon any failure of Originator or the City so to do, Secured Party may make, execute, record, file, re-record and/or re-file any and all such instruments for and in the name of Originator or the City, and Originator hereby, and shall cause the City to, irrevocably appoint Secured Party agent and attorney-in-fact to do so. The security title of this Instrument and the security title created hereby will automatically attach, without further act, to all after-acquired property attached to or used in the operation of the Project or any part thereof.

2.03. Expenses. There shall be included in the Obligations secured hereby all costs and expenses of any kind (including fees of attorneys, auditors, appraisers and inspectors) paid or incurred by Secured Party relating to the Obligations or the Documents, including those paid or incurred in connection with the commitment, negotiation, documentation, preparation, closing, disbursement, or administration of the Obligations or any one or more of the Documents, or in connection with the collection of any insurance or other proceeds or enforcement of any rights of Secured Party under or relating to this Instrument or the other Documents, including the costs of any suits or proceedings or disputes of any kind in which Secured Party is made or appears as a party plaintiff or defendant or which are, in the judgment of Secured Party, expedient to preserve or protect its interest in the Project (including condemnation, insolvency, bankruptcy or probate proceedings, administrative proceedings, proceedings relating to enforcement of laws or regulations, forfeiture proceedings, and appeals at all levels of appeal, whether before or after entry of judgment or other determination). There shall be included in the Obligations secured hereby all interest and penalties owing on account of the Obligations or any one or more of the Documents, including any interest or penalties arising on account of failure or delay in payment of any of the items referred to in this provision. There shall be included in the Obligations secured hereby all costs and expenses (including reasonable attorney's fees and fees of auditors, appraisers and inspectors) in connection with the collection of the Obligations, or any portion thereof, after maturity (whether in due course or by acceleration). All such costs, expenses, penalties and interest paid or incurred by Secured Party shall be considered due and payable immediately upon their incurrence.

2.04. Conveyance or Encumbrance. The Originator (except to the City as contemplated by the Installment Sale Agreement) shall not encumber, pledge, convey, transfer or assign any or all of its interests in the Project, or execute or consent to any instrument or matter which might affect the title to the Project, or acquire any portion of the personal property covered by this Instrument subject to any charge or lien, without the prior written consent of Secured Party, which consent shall be given or withheld by Secured Party at its discretion.

2.05. Condemnation. Upon condemnation of the Project or any part thereof, this Instrument shall become a lien, charge and encumbrance upon the proceeds or award realized as a result of any such proceeding or of any settlement or payment made in lieu of any such proceeding ("Condemnation Proceeds"). Originator hereby grants to Secured Party a security interest in any Condemnation Proceeds and hereby agrees to execute such further assignments of the Condemnation Proceeds as Secured Party may require. Originator further covenants and agrees that Secured Party may (and is hereby authorized and empowered but not required to) collect and receive any Condemnation Proceeds and, if received by Originator, it shall pay over and deliver immediately to Secured Party all Condemnation Proceeds to be held by Secured Party and applied as follows: In the event the entire Project shall be taken by condemnation or in settlement of any threat of condemnation, then any Condemnation Proceeds shall be paid to Secured Party and applied in payment in whole or in part to the Obligations, whether or not then due and payable, and any excess shall be delivered to the parties legally entitled thereto. In the event of a partial taking of the Project, the portion of the Condemnation Proceeds necessary to prevent impairment of the security of this Instrument, as determined by Secured Party in Secured Party's sole discretion, shall be set aside, withheld or paid over to Secured Party and applied to the Obligations,

whether or not then due and payable, and the excess of such award or proceeds shall be delivered to Originator or other parties legally entitled thereto. Upon any partial taking of the Project, this Instrument shall continue in full force as security for the unpaid portion of the Obligations.

DEFAULT AND REMEDIES

3.01. Defaults. The term “Default,” wherever used in this Instrument, shall mean any one or more of the following events: (a) a failure in payment of any portion of the Obligations; or (b) the breach or failure by Originator or the City to perform, observe and satisfy all other terms, covenants, conditions and agreements contained in this Instrument or in any of the other Documents and the continuance thereof for a period of thirty (30) days after the giving of notice thereof by the Secured Party to the Originator and the City (which notice may be given as provided in the Installment Sale Agreement); or (c) any warranty or representation of Originator or the City contained in this Instrument or in any other of the Documents, or any material information relating to the Obligations or the Documents given to Secured Party by the City or Originator, or by any other party on behalf of or at the request of Originator or the City, being untrue or misleading in any material respect; or (d) a levy shall be made under any process on the Project or any part thereof; or (e) the assertion of any claim of priority to this Instrument, by title, lien or otherwise in any legal or equitable proceeding; or (f) the City commences the process of liquidation or dissolution, or its statutory authority is revoked; or (g) the subjection of the Project to actual or threatened waste, or the removal, demolition, or alteration of any part thereof without the prior written consent of Secured Party; or (h) any mechanic’s, materialmen’s, laborer’s, statutory or other lien is filed against the Project or any portion thereof and not totally released or removed as a lien against the Project and every part thereof (by bonding, payment or otherwise) within thirty (30) days after the date of filing thereof; or (i) any suit shall be filed against Originator or the City which, if adversely determined, could reasonably be expected substantially to impair the ability of Originator or the City to perform each and every one of its obligations under the Documents; or (j) all or any substantial portion of the Project shall be taken through condemnation, or any portion of the Project shall be damaged by or taken through condemnation and the value thereof shall, in the discretion of Secured Party, be materially diminished, either temporarily or permanently; or (k) the occurrence of an Event of Default or an Event of Nonappropriation under the Installment Sale Agreement; or (l) the failure of this Instrument to grant to Secured Party a valid, binding and enforceable first lien on and/or security title in and to the Project, or the failure of any one or more of the Documents to be legal, valid, binding upon and enforceable against all parties thereto (other than Secured Party), or the claim by any party (other than Secured Party) to any one or more of the Documents that any one or more of the Documents is not legal, valid, binding upon and enforceable against all parties thereto (other than Secured Party).

3.02. Rights of Secured Party Upon Default. If a Default shall have occurred, then all of the Obligations shall, at the option of Secured Party, immediately be deemed due and payable without notice or demand, time being of the essence, and Secured Party, at its option, may do any one or more of the following (and, if more than one, either concurrently or independently, and in such order as Secured Party may determine in its discretion), in addition to its other remedies under the Documents, all without regard to the adequacy or value of the security for the Obligations:

(a) Enter upon and take possession of the Project without the appointment of a receiver, or an application therefor; at its option, operate the Project; at its option, exclude Originator, the City and their agents, employees and assigns wholly therefrom; at its option, employ a managing agent of the Project; and at its option, exercise any one or more of the rights and powers of Originator to the same extent as Originator could, either in its own name, or in the name of Originator; and receive the rents, incomes, issues and profits of the Project. Secured Party shall have no obligation to discharge any duties of a landlord to any Tenant or to incur any liability as a result of any exercise by Secured Party of any rights hereunder; and Secured Party shall not be liable for any failure to collect rents, issues, profits or revenues, nor liable to account for any rents, issues, profits or revenues unless actually received by Secured Party.

(b) Apply, as a matter of strict right, without notice and without regard to the solvency of any party bound for its payment, for the appointment of a receiver to take possession of and to operate the Project and to collect and apply the incomes, rents, issues, profits and revenues thereof.

(c) Pay, perform or observe any term, covenant or condition of this Instrument and any of the other Documents and all payments made or costs or expenses incurred by Secured Party in connection therewith shall be secured hereby. The necessity for any such actions and the amounts to be paid shall be determined by Secured Party in its discretion. Secured Party is hereby empowered to enter and to authorize others to enter upon the Project or any part thereof for the purpose of performing or observing any such defaulted term, covenant or condition without thereby becoming liable to Originator, the City or any person in possession holding under Originator or the City. Originator hereby acknowledges and agrees that the remedies set forth in this Paragraph 3.02(c) shall be exercisable by Secured Party, and any and all payments made or costs or expenses incurred by Secured Party in connection therewith shall be secured hereby.

(d) Sell the Project or any part of the Project at one or more public sale or sales at the usual place for conducting sales of the City in which the Land or any part of the Land is situated, to the highest bidder for cash, in order to pay the Obligations, and all expenses of sale and of all proceedings in connection therewith, including reasonable attorney's fees, after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which sheriff's sales are advertised in said City, all other notice being hereby waived by Originator. At any such public sale, Secured Party may execute and deliver to the purchaser a conveyance of the Project or any part of the Project in fee simple, with full warranties of title, and to this end Originator hereby constitutes and appoints Secured Party the agent and attorney-in-fact of Originator to make such sale and conveyance, and thereby to divest Originator and the City of all right, title and equity that Originator or the City may have in and to the Project and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed, and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Originator. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and shall

not be exhausted by one exercise thereof but may be exercised until full payment of all of the Obligations. In the event of any sale under this Instrument by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Project may be sold as an entirety or in separate parcels and in such manner or order as Secured Party in its discretion may elect, and if Secured Party so elects, Secured Party may sell the personal property covered by this Instrument at one or more separate sales in any manner permitted by the Code, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Project is sold or the Obligations are paid in full. Secured Party may, at its option, sell the Project subject to the rights of any tenants of the Project, and the failure to make any such tenants parties to any foreclosure proceedings and to foreclose their rights will not be asserted by Originator to be a defense to any proceedings instituted by Secured Party to collect the Obligations. If the Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Secured Party may at its option exhaust the remedies granted under any of said security either concurrently or independently, and in such order as Secured Party may determine in its discretion. Upon any foreclosure sale, Secured Party may bid for and purchase the Project and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price. In the event of any such foreclosure sale by Secured Party, Originator shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. In case Secured Party shall have proceeded to enforce any right, power or remedy under this Instrument by foreclosure, entry or otherwise or in the event Secured Party commences advertising of the intended exercise of the sale under power provided hereunder, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, then in every such case (i) Originator and Secured Party shall be restored to their former positions and rights, (ii) all rights, powers and remedies of Secured Party shall continue as if no such proceeding had been taken, (iii) each and every Default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be deemed to be a continuing Default, and (iv) neither this Instrument, nor the Obligations, nor any other Document shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and Originator hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with this sentence.

(e) Secured Party may apply any moneys and proceeds received by Secured Party as a result of the exercise by Secured Party of any right conferred under this Section 3.02 in such order as Secured Party in its discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees, incurred in connection with the operation of the Project, the performance of the lessor's obligations under the Leases and the collection of the rents thereunder; (ii) all costs and expenses, including reasonable attorneys' fees, incurred in the collection of any or all of the Obligations, including those incurred in seeking to realize on or to protect or preserve Secured Party's interest in any other collateral securing any or all of the Obligations; (iii) any or all unpaid principal on the Obligations; (iv) any other amounts owing under the Documents; and (v) accrued

interest and charges on any or all of the foregoing. Any residual after such application shall be paid to the City.

GENERAL CONDITIONS

4.01. No Waiver: Remedies Cumulative. No delay or omission by Secured Party to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Default, or acquiescence therein, and every right, power and remedy given by this Instrument to Secured Party may be exercised from time to time and as often as may be deemed expedient by Secured Party. No consent or waiver, expressed or implied, by Secured Party to or of any Default shall be deemed or construed to be a consent or waiver to or of any other Default. No delay, indulgence, departure, act or omission by Secured Party shall release, discharge, modify, change or otherwise affect the obligations of Originator or the City or any subsequent purchaser of the Project or any part thereof, or preclude Secured Party from exercising any right, privilege or power granted herein or alter the security title, security interest or lien hereof. No right, power or remedy conferred upon or reserved to Secured Party hereunder is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the other Documents or now or hereafter existing at law, in equity or by statute.

4.02. No Obligation to Third Parties. The Documents are made solely for the benefit of Secured Party. No tenant nor any party involved with the construction of any improvements on any part of the Project nor any other party whatsoever shall have standing to bring any action against Secured Party as the result of the Documents, or to assume that Secured Party will exercise any remedies provided herein, and no party other than Secured Party shall be deemed to be a beneficiary of any provision of the Documents, any and all of which may be freely waived in whole or in part by Secured Party in its discretion at any time. Nothing contained in the Documents shall be deemed to impose upon Secured Party any liability for the performance of any obligation of Originator under any of the Documents, Leases or Contracts. Nothing contained in this Section 4.02 is intended to deprive Originator or the City of the benefit of any covenant by Secured Party in favor of Originator or the City contained in the Documents.

4.03. Miscellaneous. This Instrument shall inure to the benefit of and be binding upon Originator and Secured Party and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns, subject to all restrictions on transfers herein. The Documents (and any interest therein) are assignable by Secured Party, and any assignment of the Documents by Secured Party shall operate to vest in the assignee all rights and powers conferred upon and granted to Secured Party by the Documents; and, in the event of any such assignment of the entire interest of Secured Party in the Documents, Secured Party shall be relieved of all obligations and liabilities under the Documents; the Documents may not be assigned by Originator without the prior consent of Secured Party, which may be given or withheld at the discretion of Secured Party. Reasonable notice of such assignment shall be given to the City. The Documents may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. The Documents contain the entire agreement between Originator and Secured Party and between the Originator and the City relating to the transactions contemplated hereby and supersede entirely any and all prior written or oral agreements with respect thereto; and Originator and Secured Party hereto acknowledge and agree that there are no contemporaneous oral agreements with respect to the subject matter hereof. Nothing contained in the Documents shall be construed to create an agency, partnership or joint venture between Originator, the City and Secured Party. All personal pronouns used in the Documents whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in the Documents are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions thereof. If more than one person or entity constitutes Originator, all of the provisions of the Documents referring to Originator shall be construed to refer to each such person or entity individually as well as collectively. When anything is described in the Documents in general terms and one or more examples or components of what has been described generally is associated with that description (whether or not following the word “including”), the examples or components shall be deemed illustrative only and shall not be construed as limiting the generality of the description in any way. Wherever in the Documents the approval or consent of Secured Party is required or permitted, or wherever a requirement of Secured Party or the standard of acceptability or satisfaction of Secured Party must be determined, such approval, consent or determination of Secured Party shall not be unreasonably exercised; provided, however, that wherever it is indicated that such approval, consent or determination is to be given or made at the option or in the discretion or judgment of Secured Party, then Secured Party may grant or withhold such approval or consent or make such determination without restriction in its sole and absolute discretion. If any provisions of the Documents or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of each of the Documents and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. Time is of the essence with respect to each and every covenant, agreement and obligation of Originator under the Documents. All exhibits referred to in the Documents are by such reference incorporated into the Documents as if fully set forth therein.

4.04. Communications. Unless and except as otherwise specifically provided herein, any and all notices, elections, approvals, consents, demands, requests and responses thereto (“Communications”) permitted or required to be given under the Documents shall be in writing, signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon the earlier of receipt thereof or deposit in the United States mail, postage prepaid, certified with return receipt requested to the other party at the address of such other party set forth hereinbelow or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any such Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective with respect to Communications sent prior to the time of receipt thereof. Receipt of Communications under the Documents shall occur upon actual delivery (whether by mail, telecopy transmission, messenger, courier service, or otherwise) to any person who is Originator or an officer or general partner of Originator at any location where such person may be found, or to an officer, partner, agent or employee of Originator or Secured Party, at the address of such party set forth hereinbelow, subject to change as provided hereinabove. An attempted delivery in accordance with the foregoing, acceptance of which is refused or rejected, shall be deemed to be and shall constitute delivery; and an attempted delivery in accordance with the foregoing by mail, messenger, or courier service (whichever is chosen by the sender) which is not completed because of changed address of which no notice has been received by the sender in accordance with this provision shall also be deemed to be and constitute receipt. Any such Communication, if given to Secured Party, shall be addressed as follows, subject to change as provided hereinabove:

Truist Commercial Equity, Inc.
[5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217]
Attention: _____

and, if given to Originator, must be addressed as follows, subject to change as provided hereinabove:

Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
(678) 686-6364 (Fax)
Attention: Darin Jenkins, Director, Corporate Engagement

With a copy to:

Counsel to Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
(678) 686-6364 (Fax)
Attention: Rusi Patel, Esq.

With a copy to:

City of Port Wentworth
 Port Wentworth City Hall
 7224 GA Highway 21
 Port Wentworth, Georgia 31407
 Attention: Mayor

4.05. Additional Obligations. There shall be included in the Obligations secured hereby all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including attorneys' fees and expenses) imposed upon or incurred by Secured Party by reason of (a) any claim for brokerage fees or other such commissions relating to the Project or the Obligations, or (b) the condition of the Project, or (c) failure to pay recording, mortgage, intangibles or similar taxes, fees or charges relating to the Installment Sale Agreement or any one or more of the Documents, or (d) the Documents or any claim or demand whatsoever which may be asserted against Secured Party by reason of any alleged action, obligation or undertaking of Secured Party relating in any way to the Obligations or to any matter contemplated by the Documents. In the event Secured Party incurs any liability, loss or damage arising out of or in any way relating to the transaction contemplated by the Documents (including any of the matters referred to in this section), the amounts of such liability, loss or damage shall be added to the Obligations, shall bear interest at the interest rate specified in the Installment Sale Agreement from the date incurred until paid and shall be deemed payable and due on its incurrence.

4.06. Greater Estate. In the event that Originator is the owner of a leasehold estate with respect to any portion of the Project and Originator obtains a fee estate in such portion of the Project, then, such fee estate shall automatically, and without further action of any kind on the part of Originator, be and become subject to the security title and lien hereof.

4.07. Applicable Law. This Instrument shall be interpreted, construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, Originator has executed this Instrument under seal, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GEORGIA MUNICIPAL ASSOCIATION, INC.

Unofficial Witness

By: _____
Executive Director

[SEAL]

Notary Public

My Commission Expires:

Attest:

[NOTARIAL SEAL]

Name: Darin Jenkins
Title: Director, Corporate Engagement

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

Secured Party has executed this Instrument for the purpose of becoming a signatory to the security agreement set forth herein.

Signed, sealed and delivered
in the presence of:

TRUIST COMMERCIAL EQUITY, INC.

Unofficial Witness

By: _____
Name:
Title:

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT “A”

DESCRIPTION OF THE LAND:

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT “B”**DESCRIPTION OF FACILITIES:**

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land.

EXHIBIT “C”**DESCRIPTION OF EQUIPMENT:**

All furnishings, furniture, fixtures, machinery, apparatus, equipment, fittings, appliances, building supplies and materials, warranties, documents, accounts, general intangibles, goods, inventory, and goodwill related thereto (including any names or symbols by which the premises is known) and all other articles of personal property of every kind and nature whatsoever financed and refinanced with the proceeds of the Installment Sale Agreement relating to the Facilities.

EXHIBIT “D”**PERMITTED ENCUMBRANCES:**

Those encumbrances listed on the title insurance policy issued in connection herewith and those consented to in writing by the Secured Party.

EXHIBIT “D”

Environmental Agreement

DRAFT DATE: 08/29/23

AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY

THIS AGREEMENT REGARDING ENVIRONMENTAL ACTIVITY (this “Agreement”) is made as of this ____ day of October, 2023, by the **CITY OF PORT WENTWORTH, GEORGIA**, a municipal corporation of the State of Georgia (“City”), in favor of **TRUIST COMMERCIAL EQUITY, INC.**, a Delaware corporation (“Lender”), and **GEORGIA MUNICIPAL ASSOCIATION, INC.**, a Georgia nonprofit corporation (“Originator”) (Lender and Originator being referred to as “Seller” herein, each individually having full benefit of the obligations of the City hereunder).

ARTICLE 1**BACKGROUND AND AGREEMENT**

A. Background. Seller has agreed to extend credit to the City in the principal amount of \$9,300,000 evidenced by an Installment Sale Agreement (the “Installment Sale Agreement”) in the aforesaid principal amount, which has been assigned by Originator to Lender. Lender's rights under the Installment Sale Agreement are secured by a Deed to Secure Debt and Security Agreement (the “Security Deed”) made by Originator in favor of Lender, of even date herewith, conveying an interest in certain real property (the “Project”) located in the City of Port Wentworth, Georgia and described in Exhibit A attached hereto. The Installment Sale Agreement, the Security Deed and all other documents evidencing, securing or otherwise relating to the Installment Sale Agreement are herein referred to collectively as the “Documents.” Due to the concerns of Seller relating to Hazardous Substances, Seller is unwilling to enter into or fund the Installment Sale Agreement without the receipt by Seller of this Agreement, which is given by the City as an agreement, separate and distinct from the Documents, to induce Seller to enter into the Documents.

B. Statement of Agreement. For and in consideration of the sum of \$10.00 and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City, the City does hereby make the following certifications, representations and warranties to, and covenants and agreements with, Seller.

ARTICLE 2**DEFINITIONS**

In addition to the other terms defined herein, the following terms shall have the meanings set forth in this Article II.

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

A. Affected Property. Any property other than the Project which is affected by the Use of the Project or by any Environmental Activity related to the Project.

B. Environmental Activity. Any actual, proposed or threatened use, storage, holding, existence, release, emission, discharge, generation, processing, abatement, removal, disposition, handling or transportation of any Hazardous Substance from, to, upon, in, under or above the Project or otherwise relating to the Project or the Use of the Project or relating to any Affected Property, or any other activity or occurrence that causes or would cause any such event to exist.

C. Environmental Requirements. All “Super Fund” or “Super Lien” laws relating to any Hazardous Substance or Environmental Activity, and all other present and future federal, state and local laws, statutes, authorizations, judgments, decrees, concessions, grants, franchises, agreements, ordinances, codes, rules, regulations, orders and other governmental restrictions and requirements regulating, relating to or imposing liability or a standard of conduct concerning the environment or any Hazardous Substances or Environmental Activity including, without limitation, the following, as the same may be amended from time to time, and all regulations promulgated thereunder or in connection therewith:

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Super Fund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 *et seq.* (“CERCLA”).

Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*

Clean Air Act, 42 U.S.C. 7401-7626.

Water Pollution Control Act (commonly referred to as the Clean Water Act), 33 U.S.C. 1251 *et seq.*

Federal Insecticide, Fungicide, and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 and by the Federal Pesticide Act of 1978, 7 U.S.C. 136 *et seq.*

Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*

Safe Drinking Water Act, 42 U.S.C. 300(f) *et seq.*

Occupational Safety and Health Act, 42 U.S.C. 651 *et seq.*

National Environmental Policy Act, 42 U.S.C. 4321 *et seq.*

Hazardous Materials Transportation Act, 49 U.S.C. 1471 *et seq.*

Refuse Act, 33 U.S.C. 407 *et seq.*

Emergency Planning And Community Right-To-Know Act, 42 U.S.C. 1101 *et seq.*

Georgia Hazardous Site Response Act, O.C.G.A. § 12-8-90 *et seq.*

D. Hazardous Substance. Any substance which is a “hazardous substance” (as defined in CERCLA), or any other substance or material defined, designated, classified or considered as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic, radioactive, regulated or dangerous substance or air pollutant under any Environmental Requirement.

E. Indemnitees. Seller and each of its predecessors, successors and assigns, and each past and present, direct and indirect, parent, subsidiary and affiliated entity of each of the foregoing, and each past and present employee, agent, attorney-in-fact, attorney-at-law, representative, officer, director, shareholder, partner, participant and joint venturer of each of the foregoing, and each heir, executor, administrator, successor and assign of each of the foregoing; references in this paragraph to “any” of such parties shall be deemed to mean “any one or more” of such parties; and references in this sentence to “each of the foregoing” shall mean and refer cumulatively to each party referred to in this sentence up to the point of such reference.

F. Proximate Property. Property located in such proximity to the Project that the Project might be affected by Related Activity thereon.

G. Related Activity. Any Use, activity, condition, circumstance or state of facts existing or occurring other than with respect to the Project or Affected Property which would, if existing or occurring with respect to the Project or Affected Property, constitute an Environmental Activity.

H. Use. Use, ownership, leasing, development, construction, maintenance, management, operation or occupancy.

ARTICLE 3

CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

A. Investigation. The City certifies, represents and warrants to Seller that it has duly investigated the present and past uses of the Project, as to whether the Project or any Proximate Property is or has been the site of storage of or contamination by any Hazardous Substances or the subject of any other Environmental Activity.

B. Related Liability. The City certifies, represents and warrants to Seller that the City has given no release or waiver of liability that would waive or impair any claim based on any Environmental Activity to a previous owner of the Project or to any party who may be potentially responsible for the Project; and that the City has no liability, absolute or contingent in connection with any Environmental Activity.

C. Compliance. Except as previously disclosed to the Seller and the Lender in writing, the City certifies, represents and warrants to Seller that: (a) to its best knowledge, the City and the Project are in compliance in all material respects with all applicable Environmental Requirements;

and (b) no investigations, inquiries, orders, hearings, actions or other proceedings by or before any governmental agency are pending or, to the best knowledge of the City, threatened in connection with any Environmental Activity or alleged Environmental Activity; and (c) the City has no knowledge, after due investigation, of the presence of any Hazardous Substances upon the Project; and (d) the City has no knowledge, after due investigation, of any facts or circumstances existing upon, in, under or above the Project or relating to the Project which may violate any applicable Environmental Requirement; and (e) the Use of the Project for its intended purpose will not result in any Environmental Activity in violation of any applicable Environmental Requirements; and (f) to the best knowledge of the City, after due inquiry, there is no Related Activity upon, in, under or above any Proximate Property; and (g) the City has not engaged in any Environmental Activity and, to the best knowledge of the City, after due investigation, no Environmental Activity has otherwise occurred, and no notice, order, directive, complaint or other communication, written or oral, has been made or issued by any governmental agency or other person or entity alleging the occurrence of any Environmental Activity in violation of any Environmental Requirements; and (h) the City has obtained and will at all times continue to obtain and maintain all licenses, permits or other governmental or regulatory approvals or consents, if any, necessary to comply with all Environmental Requirements relating to the Project and any Affected Property, and the City is and shall continue at all times to be in compliance with said licenses, permits, approvals or consents; and (i) to the best knowledge of the City, no other property now or previously owned by the City is under investigation with respect to, or is or has been in violation of any Environmental Requirement during the period of time that the City owned such property, except as disclosed in writing to the Lender.

ARTICLE 4

COVENANTS, AGREEMENTS, AND INDEMNITY

A. Performance. The City shall at all times, at its sole expense, comply with, and cause the Project to comply with, all applicable Environmental Requirements relating to the Project or the ownership of the Project or relating to any Affected Property, and the City shall not engage in or otherwise permit the occurrence of any Environmental Activity in violation of any applicable Environmental Requirement.

B. Notice. The City shall immediately notify Seller if the City becomes aware of (a) the presence of any Hazardous Substances or other environmental problem or liability with respect to the Project, any Affected Property or any Proximate Property; or (b) any lien, action or notice resulting from violation or alleged violation of, or action pursuant to, any Environmental Regulation as the same pertains to the Project, or any other property now or previously owned by the City, or any Affected Property, or any Proximate Property; or (c) the institution of any investigation, inquiry or proceeding concerning the City or the Project or any Affected Property pursuant to any Environmental Requirement; or (d) the discovery of any occurrence, condition or state of facts which would render any representation contained in this Agreement incorrect in any respect if made at the time of such discovery.

C. Indemnity. To the extent permitted by law, the City shall indemnify, defend and save and hold harmless each Indemnitee from and against any and all claims, demands, defenses,

set-offs, counterclaims, damages, disbursements, losses, judgments, liens, liabilities, penalties, objections, injuries, fines, litigation, lawsuits and other proceedings and costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnitee's internal legal counsel, including fees in appellate and bankruptcy proceedings) which accrue against or are incurred by Seller and arise directly or indirectly from or out of or in any way connected with (a) the failure of any certification, representation or warranty contained in this Agreement to be true and correct in all respects; or (b) the presence of any Hazardous Substance upon the Project or any Affected Property; or (c) the occurrence of any Environmental Activity or any failure of the City or any other person or entity to comply with all applicable Environmental Requirements relating to the Project or the Use of the Project or relating to any Affected Property; or (d) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency in connection with any actual or alleged Environmental Activity; or (e) the occurrence of any Related Activity or the violation of any Environmental Requirement in connection with any other property owned by the City, which occurrence or violation gives or may give rise to any rights whatsoever in any party whatsoever with respect to the Project; or (f) any failure of the City to perform any covenant set forth in this Agreement; or (g) any claim, demand or cause of action, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a) through (f) of this section or any allegation of such matters. The foregoing indemnity is in no way conditioned upon fault on the part of the City or upon any other event, occurrence, matter or circumstance, except as specifically set forth above in this section.

ARTICLE 5

GENERAL CONDITIONS

A. Unconditional Obligations. The obligations of the City under this Agreement are unconditional. The City hereby expressly waives and renounces (to the extent it may lawfully do so) any and all claims, defenses and other rights which are dependent upon an allegation or proposition contrary to the foregoing provisions of this section.

B. Costs and Expenses. The City shall pay to each Indemnitee all costs and expenses (including attorneys' fees and disbursements and the reasonable charges of the Indemnitee's legal counsel, including fees in appellate and bankruptcy proceedings) incurred by any Indemnitee in connection with this Agreement or the enforcement of the terms of this Agreement.

C. No Waiver: Remedies Cumulative. No delay or omission by any Indemnitee to exercise any right or remedy accruing upon any default hereunder shall exhaust or impair any such right or remedy or shall be construed to be a waiver of any such default, or acquiescence therein, and every right and remedy given by this Agreement to any Indemnitee may be exercised from time to time and as often as may be deemed expedient by any Indemnitee. No consent or waiver, express or implied, by any Indemnitee to or of any default shall be deemed or construed to be a consent or waiver to or of any other default. No delay, indulgence, departure, act or omission by any Indemnitee shall release, discharge, modify, change or otherwise affect the liability or other obligation of the City or any surety or guarantor, or preclude any Indemnitee from exercising any

right, privilege or remedy granted herein. No right or remedy conferred upon or reserved to any Indemnatee hereunder is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and concurrent and shall be in addition to every other right and remedy given hereunder or under any other agreement between the City and any Indemnatee or now or hereafter existing at law, in equity or by statute.

D. Communications. Any and all notices, elections, approvals, consents, demands, requests and responses thereto (“Communications”) permitted or required to be given under this Agreement shall be in writing signed by or on behalf of the party giving the same, and shall be deemed to have been properly given and shall be effective upon being personally delivered, or upon being deposited in the United States mail, postage prepaid, certified with return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith; provided, however, that the time period in which a response to any Communication must be given shall commence on the date of receipt thereof; and provided further that no notice of change of address shall be effective until the date of receipt thereof. Personal delivery to a party or to any officer, partner, agent or employee of such party at said address shall constitute receipt. Rejection or other refusal to accept or inability to deliver because of changed address of a which no notice has been received shall also constitute receipt. Any Communication, if given to Lender, shall be addressed as follows:

Truist Commercial Equity, Inc.
[5130 Parkway Plaza Boulevard
Charlotte, NC 28217]
Attn:

if given to Originator, shall be addressed as follows:

Georgia Municipal Association, Inc.
201 Pryor Street
Atlanta, Georgia 30303
Attention: Darin Jenkins, Director, Corporate Engagement

and, if given to the City, shall be addressed as follows:

City of Port Wentworth
Port Wentworth City Hall
7224 GA Highway 21
Port Wentworth, Georgia 31407
Attn: Mayor

with a copy to:

Robichaux Law Firm
329 Eisenhower Drive, Suite A
Savannah, GA 31406
Attention: Scott Robichaux

E. Miscellaneous. This Agreement shall inure to the benefit of and be binding upon the City and Seller and the other Indemnitees and their respective heirs, executors, legal representatives, successors and assigns. All personal pronouns used in this Agreement whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections in this Agreement are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof. If any provisions hereof or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement is assignable by Seller, and any assignment by Seller shall operate to vest in the assignee all rights and powers conferred upon and granted to Seller hereby. Time is of the essence with respect to each and every covenant, agreement and obligation of the City hereunder. The provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of such change, waiver, discharge or termination is sought. This Agreement constitutes the entire agreement between the City and Seller relating to Hazardous Substances affecting the Project or any Affected Property and the indemnity set forth hereinabove. This Agreement shall be construed so that it may be enforced by either Lender or Originator, acting independently for their own account, or by Lender and Originator jointly, at their option.

F. Transfers and Survival. The parties hereto contemplate that liability may arise hereunder after full payment or termination of the Installment Sale Agreement, and that liability may arise hereunder prior to full payment of the Installment Sale Agreement and remain unpaid after full payment of the Installment Sale Agreement, and it is specifically agreed that this Agreement (including the indemnity provided hereby) shall survive the full payment of the Installment Sale Agreement, the foreclosure of the Security Deed, the transfer of the Project, and all other events relating to the Installment Sale Agreement or the Project. The City hereby acknowledges and agrees that the benefits of this Agreement (including said indemnity) shall continue in favor of Indemnitees notwithstanding any transfer or assignment hereof by the Indemnitees or any of them, and shall also run to transferees and assignees hereof as additional Indemnitees.

G. Applicable Law. This Agreement shall be interpreted, construed and enforced according to the laws of the State of Georgia.

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

[SEAL]

**CITY OF PORT WENTWORTH,
GEORGIA**

By: _____
Mayor

Attest: _____
Clerk

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

Originator and Lender have executed this Instrument for the purposes of becoming a signatory hereto and acknowledging their rights hereunder.

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name:

Title:

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

**GEORGIA MUNICIPAL ASSOCIATION,
INC.**

By: _____
Executive Director

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT “E”

Limited Warranty Deed

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

DRAFT DATE: 08/29/23

After recording return to:

James R. Woodward
 Gray, Pannell & Woodward LLP
 336 Hill Street
 Athens, Georgia 30601

STATE OF GEORGIA

COUNTY OF CHATHAM

LIMITED WARRANTY DEED

THIS INSTRUMENT is made this ____ day of October, 2023, between the CITY OF PORT WENTWORTH, GEORGIA, a municipal corporation of the State of Georgia, acting through its Mayor and Council (hereinafter referred to as “Grantor”) and the GEORGIA MUNICIPAL ASSOCIATION, INC. (hereinafter referred to as “Grantee”), and (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, the real property described in Exhibit “A” attached hereto and by this reference incorporated herein and made a part hereof by this reference.

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

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

AND, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the lawful claims all persons claiming by or through Grantor.

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

Signed, sealed and delivered
in the presence of:

CITY OF PORT WENTWORTH, GEORGIA

Unofficial Witness

By: _____
Mayor

Notary Public

Attest:

Commission Expiration Date:

[NOTARIAL SEAL]

By: _____
Clerk

[SEAL]

[Limited Warranty Deed]

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

EXHIBIT A

LEGAL DESCRIPTION

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

[Limited Warranty Deed]

EXHIBIT "F"

The financial terms of the Installment Sale Agreement

The original principal amount of the Installment Sale Agreement shall be the purchase price of the Project (\$9,300,000). The interest rate shall be fixed at 4.64%. As described in the Installment Sale Agreement, the Taxable Rate shall be %. Additional financial terms shall be as provided in the attached proposal of the winning bidder (Truist Commercial Equity, Inc.).

[Attach proposal of Truist Commercial Equity, Inc.]

DRAFT DATE: 08/29/23

TAX AND NON-ARBITRAGE CERTIFICATE

The undersigned DOES HEREBY CERTIFY that he is the duly elected, qualified and acting Mayor of City of Port Wentworth, Georgia, a municipal corporation of the State of Georgia (the “Issuer”), and that he has all the corporate authority necessary to execute this Certificate on behalf of the Issuer.

THE UNDERSIGNED HEREBY FURTHER CERTIFIES for and on behalf of the Issuer as follows:

ARTICLE X. General.

Section 10.1. The undersigned is familiar with the Installment Sale Agreement, dated October __, 2023 (the “Installment Sale Agreement”), between Georgia Municipal Association, Inc. (the “Originator”) and the Issuer pursuant to which the Issuer will purchase, through payment of Installment Payments (defined below), certain real property, facilities and equipment for use as a fire station (collectively, the “Project”) from the Originator.

Section 10.2. Under the terms of the Installment Sale Agreement, the Issuer is required to pay Principal Payments and Interest Payments (as defined in the Installment Sale Agreement and collectively, the “Installment Payments”) to the Originator. The Principal Payments represent principal payments, and the Interest Payments represent interest payments. Each Installment Payment represents an interest component and a principal component. The Issuer and the Originator are treating the Installment Sale Agreement as an installment sale for purposes of federal income taxation. The Originator’s rights in the Installment Sale Agreement have been assigned to Truist Commercial Equity, Inc. (the “Bank”).

Section 10.3. The undersigned has examined a completed copy of the Information Return for Tax Exempt Governmental Bond Issues (IRS Form 8038-G) of even date herewith filed pursuant to Section 149(e) of the Internal Revenue Code of 1986, as amended (the “Code”) on behalf of the Issuer with the Internal Revenue Service Center, Ogden, Utah, and, to the best of the undersigned’s knowledge, all information therein is true and correct as of the date of this Certificate.

ARTICLE XI. Sources and Uses of Funds.

Section 11.1. The total sources and uses of the moneys advanced by the Originator are set forth in Exhibit “A” attached hereto.

ARTICLE XII. Overissuance Test.

Section 12.1. Reasonably expected “proceeds” means the sum of (a) the “sale proceeds” (defined in Treasury Regulation § 1.148-1(b) as any amounts actually or constructively

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

received for the right to receive Principal Payments and Interest Payments, including amounts used to pay underwriter's discount and post-issuance accrued interest), plus (b) any "investment proceeds" (as defined in Treasury Regulation § 1.148-1(b)), plus (c) any "transferred proceeds" (as defined in Treasury Regulation § 1.148-9). The reasonably expected proceeds (i) will not exceed by more than a minor portion the amount necessary for the acquisition, construction and installation of the Project and to pay certain costs of issuance and (ii) are not in excess of the amount of sale proceeds allocated to expenditures for the governmental purposes of the issue.

ARTICLE XIII. Disbursements of Funds and Schedule of Expenditures.

Section 13.1. Under the terms of the Installment Sale Agreement, the Bank will provide the money needed to acquire, construct and install the Project. Such money will be deposited into the Escrow Fund created in the Installment Sale Agreement.

Section 13.2. The Issuer intends that the moneys on deposit in the Escrow Fund and the investment earnings thereon qualify for the three-year temporary period in Treasury Regulation § 1.148-2(e)(2). As of the date of this Certificate, the Issuer (or the Originator on its behalf) has incurred, or reasonably expects to incur within six months of the date of this Certificate, a substantial binding obligation to a third party or parties which is not subject to contingencies within the Issuer's or the Originator's, or a related party's, control to expend at least 5% of such moneys on the acquisition, construction and installation of the Project.

Work on the acquisition, construction and installation of the Project and the allocation of the moneys on deposit in the Escrow Fund to expenditures therefor are reasonably expected to proceed with due diligence to completion. The Issuer reasonably expects that at least 85% of the moneys on deposit in the Escrow Fund will be allocated to expenditures for the Project within three years from the date of this Certificate.

Section 13.3. Except as described in the paragraph below, no portion of the cost of the acquisition, construction and installation of the Project includes reimbursement to the Issuer for any costs paid or incurred by the Issuer before it adopted a reimbursement resolution in violation of the "reimbursement regulations" (Treasury Regulation § 1.150-2). The reimbursement allocations are being made within 18 months of the date of the original expenditure or the date the asset was placed in service, whichever is later. No portion of the funds advanced by the Bank will be applied to replace any funds of the Issuer that the Issuer had committed or intended to use to finance the Project.

Section 13.4. Any moneys remaining in the Escrow Fund after the Project has been acquired, constructed and installed will be used in accordance with Section 3.3(i) of the Installment Sale Agreement to pay any amounts payable to the Bank and the Escrow Agent, then to prepay the Installment Sale Amount by paying accrued interest to the prepayment date and then to the prepayment of the Principal Payments.

ARTICLE XIV. Funds and Accounts.

Section 14.1. The Issuer will establish a special segregate account to be known as the “City of Port Wentworth, Georgia 2023 Installment Sale Agreement Escrow Fund” (the “Escrow Fund”) to be held by the Escrow Agent.

Section 14.2. No “sinking fund” or “pledged fund” (as such terms are defined in Treasury Regulation § 1.148-1(c)(2) and (3), respectively), debt service fund, redemption fund, reserve fund, revolving fund or any similar fund or account has been or will be created or established by the Issuer or will be established by any other person or entity with moneys or property derived from the Issuer or any related party from which the lease payments are reasonably expected to be paid, directly or indirectly.

Section 14.3. The moneys on deposit in the Escrow Fund will be invested pending their disbursement at a yield higher than the yield on the Installment Sale Agreement.

5.4 For purposes of this Certificate, the “yield” is, and shall be, calculated in the manner set forth in the Code and in accordance with Treasury Regulation §1.148-4(b). Generally, the “yield” on a fixed yield issue means the discount rate which, when used in computing the present value of all unconditionally payable payments of principal, interest, and fees for a “qualified guarantee” (as defined in Treasury Regulation §1.148-4(f)), and amounts reasonably expected to be paid as fees for qualified guarantees, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of such obligation as of the issue date. In the case of the Installment Sale Agreement, the “issue price” of the Installment Sale Agreement is defined in the same manner as such term is defined under Section 1273 and 1274 of the Code.

ARTICLE XV. Pledged and Replacement Funds.

Section 15.1. No “investment property” (as defined in Section 148(b)(2) of the Code), or any other obligation (other than an obligation described in Section 103(a) of the Code or Section 103(a) of the Internal Revenue Code of 1954, as amended, in each case, which is not a “specified private activity bond” within the meaning of Section 57(a)(5)(C) of the Code), is expected to be or will be pledged, directly or indirectly, as security for the payment of principal of the Principal Payments or Interest Payments.

Section 15.2. All of the funds advanced by the Bank (\$9,300,000) (including any investment proceeds) are being expended for the purpose of acquiring, constructing and installing the Project or paying costs of issuance, and no portion of the moneys is expected to be used to finance or be allocated to working capital expenditures or to create any working capital reserve, directly or indirectly.

Section 15.3. The Installment Sale Agreement will not be outstanding longer than is reasonably necessary for the governmental purposes of the issue, as determined under Treasury Regulation § 1.148-10. The Installment Sale Agreement will not have a weighted average maturity that exceeds 120% of the reasonably expected economic life of the Project.

ARTICLE XVI. Composite Issues and Bank Qualification.

Section 16.1. There are no other obligations heretofore issued or to be issued by or on behalf of any state, territory or possession of the United States, or any political subdivision of any of the foregoing, or of the District of Columbia, which:

- (a) were sold less than 15 days prior to or after the date the Issuer accepted bids on the Installment Sale Agreement;
- (b) are to be sold pursuant to the same plan of financing with the Installment Sale Agreement; and
- (c) are reasonably expected to be paid from substantially the same source of funds as the Principal Payments or the Interest Payments, determined without regard to guarantees from unrelated parties.

ARTICLE XVII. Private Activity Bond Test.

Section 17.1. No portion of the moneys advanced by the Bank or the Project is to be used, directly or indirectly, in a trade or business carried on by any person other than a governmental unit (other than use as a member of the general public) (a “private business use”), and no portion of the Principal Payments or the Interest Payments is, under the Installment Sale Agreement or pursuant to any underlying agreement, directly or indirectly (i) secured by any property used or to be used in a private business use or payments in respect of such property, or (ii) to be derived from payments (whether or not to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use.

Section 17.2. There is no management contract, cooperative research agreement, output contract or similar agreement with respect to the Project.

Section 17.3. No portion of the money advanced by the Bank is being used (i) to finance or refinance any “output facility” (within the meaning of Section 141(b)(4) of the Code), (ii) to make or to finance loans to persons other than governmental units or (iii) directly or indirectly, for the acquisition by a governmental unit of nongovernmental output property (within the meaning of Section 141(d) of the Code).

ARTICLE XVIII. Hedge Bonds.

Section 18.1. As of the date hereof, the Issuer reasonably expects that (a) at least 85% of the “spendable proceeds” will be spent within three years from the date hereof, and (b) not more than 50% of the moneys advanced by the Bank will be invested in “nonpurpose investments” having a substantially guaranteed yield for four years or more.

Section 18.2. The Installment Sale Agreement is being executed for the significant governmental purposes set forth in the Installment Sale Agreement and herein, and is not being executed to hedge against future increases in interest rates.

ARTICLE XIX. Rebate to the United States.

Section 19.1. The Issuer hereby covenants and agrees that, at the end of each five year period beginning on the date hereof, or on such other date as may be permitted by applicable temporary, proposed or final Treasury Regulations (each such date a “computation date”) it shall compute the Rebatable Arbitrage (as described in paragraph 10.2 of this Certificate) with respect to the Installment Sale Agreement and within 60 days thereafter make installment payments to the United States in an amount equal to 90% of the Rebatable arbitrage with respect to the Installment Sale Agreement. The final installment (the “Final Rebate”) shall be paid no later than the date 60 days after the final computation date, and shall be in an amount sufficient to pay all of the Rebatable Arbitrage as of the final computation date. If the Installment Sale Agreement is paid in full within three years of the date hereof, the final computation date need not occur before the end of eight months after the date hereof or during the period in which the Issuer reasonably expects that any of the spending exceptions under Treasury Regulation § 1.148-7 will apply to the Installment Sale Agreement.

Section 19.2. The “Rebatable Arbitrage” with respect to the Installment Sale Agreement is an amount equal to the sum of:

- (a) the excess of:
 - (i) the aggregate amount earned from the date hereof on all nonpurpose investments in which gross proceeds are invested (other than amounts attributable to the excess described in this clause) over
 - (ii) the amount that would have been earned if the yield on such nonpurpose investments had been equal to the yield (determined on the basis of the issue price) on the Installment Sale Agreement; plus
- (b) any income attributable to the excess described in Section 10.2(a) above (whether or not such income exceeds the yield on the Installment Sale Agreement).

The amount of Rebatable Arbitrage shall be computed in accordance with Treasury Regulations §§ 1.148-0 to 1.148-11, as the same may be modified, amended or superseded from time to time with respect to the Installment Sale Agreement.

Section 19.3. Generally, the Rebatable Arbitrage with respect to the Installment Sale Agreement as of any date of computation is the excess of (x) the future value of all nonpurpose receipts with respect to the Installment Sale Agreement; over (y) the future value of all nonpurpose payments with respect to the Installment Sale Agreement computed as required under Treasury Regulation § 1.148-3(c).

Section 19.4. Each payment of the Rebatable Arbitrage required under the provisions of this Certificate shall be (a) filed with the Internal Revenue Service Center, Ogden, Utah 84201, and (b) accompanied by a copy of the IRS Form 8038-T to be filed with respect to

the Rebatable Arbitrage which is being paid, except as may otherwise be provided by applicable Treasury Regulations.

Section 19.5. Unless the Issuer shall receive an opinion of nationally recognized bond counsel experienced in matters relating to Section 148 of the Code to the effect that failure to pay any rebate under Section 148(f) of the Code will not adversely affect the exclusion of interest of the Installment Payments comprising interest from gross income for federal income tax purposes, the Issuer agrees that it shall file all reports and make all payments required to be made to the United States in accordance with Section 148(f) of the Code and Treasury Regulation §§ 1.148-0 to 1.148-11, or any successor temporary, proposed or final Treasury Regulations thereto.

ARTICLE XX. Miscellaneous.

Section 20.1. The Issuer has no present expectation or intention of selling or otherwise disposing of any portion of the Project or its interest therein prior to the expiration of the term of the Installment Sale Agreement.

Section 20.2. The Installment Sale Agreement is not and will not be “federally guaranteed” within the meaning of Section 149(b) of the Code.

Section 20.3. The Installment Sale Agreement is not being executed in connection with a transaction or a series of transactions that attempts to circumvent the provisions of Section 148 of the Code or the proposed, temporary or final Treasury Regulations applicable thereto (i) enabling the Issuer to exploit the difference between tax exempt and taxable interest rates to gain a material financial advantage and (ii) increasing the burden on the market for tax exempt obligations. The Installment Sale Agreement is not being executed sooner than is reasonably necessary.

Section 20.4. The Issuer has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer that may not certify its bonds.

11.5. The Issuer shall retain all records relating to the Installment Sale Agreement needed to comply with Section 6001 of the Code. Without limiting the foregoing, the Issuer shall retain the following: (i) basic records relating to the transaction (including the Installment Sale Agreement, the opinion of bond counsel, etc.), (ii) documents evidencing expenditure of the proceeds, (iii) documentation evidencing the use of the financed property by public and private entities (e.g., copies of management contracts, leases and research agreements), (iv) documentation pertaining to any investment of proceeds (including the purchase and sale of securities, SLG subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and rebate calculations), (v) records sufficient to show that all Installment Sale Agreement-related returns submitted to the IRS are correct and (vi) records necessary to satisfy the safe harbor requirements relating to guaranteed investment contracts and yield restricted defeasance escrows. Such records shall be maintained as long as the Installment Sale Agreement is in effect, plus three years after the final payment or redemption date.

IN WITNESS WHEREOF, this Certificate has been executed on behalf of the Issuer by the undersigned this _____ day of October, 2023.

CITY OF PORT WENTWORTH, GEORGIA

By: _____
Mayor

Attachment: 23.09.28 - Fire Loan - ALL Exhibits to Resolution (Combined) (2888 : New Fire Station)

Exhibit "A"

SOURCES AND USE OF FUNDS

Sources of Funds:

Money Advanced by Bank	<u>\$9,300,000</u>
Total Sources	<u>\$9,300,000</u>

Uses of Funds:

Cost of Project
Costs of Issuance
Total Uses

CLERK'S CERTIFICATE

The undersigned Clerk of the Council, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Installment Sale Agreement constitute a true and correct copy of the Resolution adopted on September 28, 2023, by the Mayor and Council in a regular meeting, which was open to the public, and the original of said Resolution appears of record in the minute book of the Mayor and Council which is in my custody and control.

WITNESS my hand and the official seal of the City of Port Wentworth, Georgia this 28th day of September, 2023.

(SEAL)

Zahnay Smoak, Clerk of Council

DRAFT DATE: 08/29/23

CLOSING MEMORANDUM AND INDEX FOR CLOSING TRANSCRIPT

GEORGIA MUNICIPAL ASSOCIATION, INC.

CITY OF PORT WENTWORTH, GEORGIA

\$9,300,000

INSTALLMENT SALE AGREEMENT

October __, 2023
(the "Closing Date")

The following documents were delivered by the parties indicated at the Closing held on the Closing Date.

BASIC DOCUMENTS:

1. Certified copy of the Resolution adopted by the City of Port Wentworth, Georgia (the "City") on August 24, 2023, authorizing the Installment Sale Agreement with the Georgia Municipal Association, Inc. ("the Originator"), the Assignment and Transfer Agreement by which the Originator will assign the Installment Sale Agreement to Truist Commercial Equity, Inc. (the "Bank"), the Agreement Regarding Environmental Activity among the City, the Originator and the Bank, the Deed to Secure Debt and Security Agreement from the Originator to the Bank, the Limited Warranty Deed, between the City and the Originator, and the other basic documents.
2. File-stamped copy of the Installment Sale Agreement (the "Installment Sale Agreement"), dated as of October __, 2023, between the Originator and the City.
3. Filed-stamped copy of the Assignment and Transfer Agreement, dated as of October __, 2023 (the "Transfer Agreement"), between the Originator and the Bank.
4. Filed copy of the Deed to Secure Debt and Security Agreement, dated as of October __, 2023 (the "Security Deed"), between the Originator, as Grantor, and the Bank, as Grantee.

Attachment: 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (2888 : New Fire Station)

5. Executed counterpart of the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement”) from the City to the Originator and the Bank.

CLOSING DOCUMENT FURNISHED BY THE BANK AND THE ESCROW AGENT:

6. Closing Certificate of the Bank.

CLOSING DOCUMENTS FURNISHED BY THE ORIGINATOR:

7. Resolution of the Originator.
8. Certified copy of Articles of Incorporation.
9. Copy of By-Laws.
10. Certificate of Existence.
11. Closing Certificate of the Originator.
12. UCC Financing Statement by the Originator in favor of the Bank with respect to the Security Deed.
13. UCC Financing Statement by the Originator in favor of the Bank with respect to the Transfer Agreement.

CLOSING DOCUMENTS FURNISHED BY THE CITY:

14. Execution, Signature, No-Litigation and Incumbency Certificate of the City.
15. Form 8038-G.
16. Tax and Non-Arbitrage Certificate.

OPINIONS OF COUNSEL:

17. Opinion of Gray, Pannell & Woodward LLP.
18. Opinion of counsel of the City.
19. Opinion of counsel of the Originator.

MISCELLANEOUS DOCUMENTS:

20. Publisher's Affidavit regarding notice of public land sale.
21. Seller's Bid for land.
22. Publisher's Affidavit with respect to the notice regarding public hearing.
23. Filed-stamped copy of the Limited Warranty Deed, dated October ____, 2023.
24. [Title Policy].
25. Debt Issuance Report.
26. Form Requisition.
27. Closing Statement.
28. Wire Transfer Agreement.
29. Custodian Certificate.

CLOSING CERTIFICATE OF THE BANK

The undersigned, on behalf of Truist Commercial Equity, Inc. (the “Bank”), and in connection with the Assignment and Transfer Agreement, dated as of October __, 2023 (the “Transfer Agreement”), between Georgia Municipal Association, Inc. and the Bank, HEREBY CERTIFIES, as follows:

1. The undersigned is authorized to execute this Certificate.
2. The Bank has received a fully executed original Transfer Agreement and Installment Sale Agreement (as defined in the Transfer Agreement).
3. The Bank is a corporation duly organized and existing under the laws of Delaware and authorized to do business in Georgia. The Bank has duly authorized by all necessary corporate action the execution, delivery and performance of its obligations under the Transfer Agreement and the Installment Sale Agreement.
4. The Bank has advanced \$9,300,000 pursuant to the Transfer Agreement.
5. The Bank hereby acknowledges that it is a lending institution and that it has had the opportunity to request and review such information pertaining to City of Port Wentworth, Georgia and the Installment Sale Agreement as it deemed pertinent in making its decision to provide this financing. The Bank has acquired its interest in the Installment Sale Agreement for its own account and not with a view toward distribution or resale.

Witness my hand, this ____ day of October, 2023.

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name:

Title:

Attachment: 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (2888 : New Fire Station)

[Closing Certificate of the Bank]

CLOSING CERTIFICATE OF THE ORIGINATOR

The undersigned, on behalf of Georgia Municipal Association, Inc. (the “Originator”), DOES HEREBY CERTIFY that he/she is a duly elected, qualified and acting officer of the Originator authorized to execute this Certificate, and the undersigned DOES HEREBY FURTHER CERTIFY, as follows:

1. The Originator is a Georgia nonprofit corporation duly created and validly existing under the laws of the State of Georgia with full power and authority to execute, deliver and perform its obligations under the Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”), between the Originator and City of Port Wentworth, Georgia (the “City”), the Assignment and Transfer Agreement, dated as of October __, 2023 (the “Transfer Agreement”), between the Originator and Truist Commercial Equity, Inc. (the “Bank”), the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement”) from the City to the Originator and the Bank, and the Deed to Secure Debt and Security Agreement, dated as of October __, 2023 (the “Security Deed”, and together with the Installment Sale Agreement, the Transfer Agreement, and the Environmental Agreement, the “Financing Documents”), from the Originator, as grantor, in favor of the Bank, as grantee.

2. The Originator has duly authorized all actions required to be taken by it for the execution, delivery and due performance of the Financing Documents, and any and all such other agreements and documents as may be required to be executed, delivered or performed by the Originator in order to carry out, give effect to and consummate the transactions contemplated on its part by the Financing Documents. None of these such actions have been modified, repealed, revoked or rescinded.

3. The Financing Documents have been executed and delivered and constitute the valid and legally binding obligations of the Originator. Each of the representations and warranties of the Originator contained in the Financing Documents is true and correct in all material respects as of the date hereof as if made on and as of the date hereof.

4. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Originator, threatened against or affecting the Originator (or, to the knowledge of the Originator, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Originator from functioning or contesting or questioning the existence of the Originator or the titles of the present officers to their offices; or (ii) wherein an unfavorable decision, ruling or finding would adversely affect the existence or powers of the Originator or the validity or enforceability of the Financing Documents or any agreement or instrument to which the Originator is a party and which is used or contemplated for use in connection with the Financing Documents.

5. To the best of my knowledge, the execution and delivery by the Originator of the Financing Documents, and the other documents contemplated thereby, and the

compliance by the Originator with provisions thereof, will not conflict with or constitute on the part of the Originator a violation of, breach of or default under (i) its articles of incorporation or by-laws; (ii) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Originator is a party or by which the Originator is bound; or (iii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Originator or any of its properties.

6. To the best of my knowledge, all consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Originator in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby have been duly obtained and remain in full force and effect.

7. Set forth below are the specimen signatures and titles of the employees that executed the Financing Documents.

Name: Larry H. Hanson
Title: Executive Director

Name: Darin Jenkins
Title: Director, Corporate Engagement

8. The seal impressed on this Certificate is the official seal of the Originator.

Witness my hand, this ____ day of October, 2023.

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____

Name: Larry H. Hanson

Title: Executive Director

I HEREBY CERTIFY that the signatures of the Director, Financial and Operation Services, respectively, hereinbefore subscribed are true and genuine.

Rusi Patel, Esq.

Senior General Counsel

Attachment: 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (2888 : New Fire Station)

[Closing Certificate of the Originator]

**EXECUTION, SIGNATURE,
NO-LITIGATION AND INCUMBENCY CERTIFICATE**

The undersigned DOES HEREBY CERTIFY that he is the acting Mayor of City of Port Wentworth, Georgia (the “City”), and the undersigned DOES HEREBY FURTHER CERTIFY, as follows:

1. The City is a municipal corporation of the State, duly created by virtue of the Constitution and laws of the State of Georgia with full power and authority to execute, deliver and perform its obligations under the Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”), between Georgia Municipal Association, Inc. (the “Originator”) and the City, relating to the financing of the acquisition, construction and installation of the Project (as defined in the Installment Sale Agreement) and the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement” and together with the Installment Sale Agreement, the “Financing Documents”), among the City, the Originator and Truist Commercial Equity, Inc. (the “Bank”).

2. The City has duly authorized all actions required to be taken by it for the execution, delivery and due performance of the Financing Documents, and any and all such other agreements and documents as may be required to be executed, delivered or performed by the City in order to carry out, give effect to and consummate the transactions contemplated on its part by the Financing Documents. None of these such actions have been modified, repealed, revoked or rescinded.

3. The Financing Documents have been executed and delivered and constitute the valid and legally binding obligations of the City. The City has appropriated available and uncommitted funds in its budget for the fiscal year ended June 30, 2024 in the amount of the Minimal Annual Appropriated Amount (as defined in the Installment Sale Agreement).

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from functioning or contesting or questioning the existence of the City or the titles of the present aldermen to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the City or the validity or enforceability of the Financing Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use; or (B) materially adversely affect the financial condition or results of operations of the City.

5. The execution and delivery by the City of the Financing Documents, and the other documents contemplated thereby, and the compliance by the City with the provisions thereof, will not conflict with or constitute on the part of the City a violation

of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which the City is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its properties.

6. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City in connection with the execution and delivery of the Financing Documents and the consummation of the transactions contemplated thereby have been duly obtained and remain in full force and effect.

7. The City has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities, nor is it currently in default under any indebtedness documents.

8. The City is governed by a City Council comprised of a mayor and [six] aldermen, duly elected in accordance with the Constitution and laws of the State of Georgia, whose terms of office expire as follows:

<u>Name</u>	<u>Term of Office Expires*</u>
Gary Norton, <i>Mayor</i>	
Thomas Barbee, <i>Mayor Pro Tem</i>	
Gabrielle Nelson	
Mark Stephens	
Rufus Bright	
Glenn Jones	

9. Each of the representations and warranties of the City contained in the Financing Documents is true and correct in all material respects as of the date hereof as if made on and as of the date hereof.

10. All information furnished to the Bank for use in connection with the acquisition of the Installment Sale Agreement was, as of the date furnished, as is as of the date hereof, true in all material respects. Since June 30, 2022, there has not been any material adverse change in the operations, properties, financial position, or results of operations of the City whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Bank.

11. The persons indicated below each are designated as Authorized City Representatives for the purposes of the Installment Sale Agreement:

Gary Norton, Mayor

Specimen Signature

Steve Davis, City Manager

Specimen Signature

Witness my hand this ____ day of October, 2023.

CITY OF PORT WENTWORTH, GEORGIA

By: _____
Mayor

Attest:

By: _____
Clerk

I HEREBY CERTIFY that the signatures of the Mayor and Clerk, respectively, hereinbefore subscribed are true and genuine.

Scott C. Robichaux, Esq.,
Attorney for the City

[Letterhead of Gray Pannell & Woodward LLP]

October __, 2023

Georgia Municipal Association, Inc.
Atlanta, Georgia

Truist Commercial Equity, Inc.
[Charlotte, North Carolina]

City of Port Wentworth, Georgia
Port Wentworth, Georgia

Re: Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”), between Georgia Municipal Association, Inc. (the “Originator”) and City of Port Wentworth, Georgia (the “City”); the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement”) among the City, the Originator and Truist Commercial Equity, Inc. (the “Bank”); the Assignment and Transfer Agreement, dated as of October __, 2023 (the “Transfer Agreement”), from the Originator to Truist Bank, and the Deed to Secure Debt and Security Agreement, dated as of October __, 2023 (the “Security Deed” and together with the Installment Sale Agreement, the Environmental Agreement, and the Security Deed, the “Financing Documents”), from the Originator to the Bank.

To the Addressees:

We have acted as Special Tax Counsel in connection with the Installment Sale Agreement, pursuant to which the Originator is selling certain real property to the City. As Special Tax Counsel, we have examined such laws, documents, instruments and certificates of public officials as we have deemed necessary to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

In rendering our opinion that the Interest Payments (as defined in the Installment Sale Agreement) are excludable from gross income for federal income taxation, we have (i) relied as to questions of fact material to our opinion upon certificates and certified proceedings of public officials, including officials of the City, and representations of officials of the City, without undertaking to verify the same by independent investigation and (ii) assumed continued compliance by the City with its covenants relating to the use of the property which is the subject of the Installment Sale Agreement and compliance with the arbitrage requirements

contained in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The inaccuracy of any such certificates, representations or the failure of the City to comply with any of such covenants may cause the interest to become subject to federal income taxation retroactive to the date of execution of the Installment Sale Agreement.

In rendering the opinions set forth below, we have relied solely upon the opinion of Rusi Patel, Esq., counsel to the Georgia Municipal Association, Inc., dated the date hereof, to the effect that the Installment Sale Agreement has been duly authorized by and is a valid and binding obligation of the Originator and the opinion of the Robichaux Law Firm, dated the date hereof, to the effect that the Installment Sale Agreement has been duly authorized and is a valid and binding obligation of the City. We have not been engaged to render any such opinions.

We express no opinion as to compliance by the Originator or the City with any securities laws.

Based on the examinations, certificates, and provisions referred to above, we are of the opinion, as of the date hereof and under existing law, as follows:

(1) The Interest Payments are excludable from gross income for federal income tax purposes and are not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and corporations; however such Interest Payments are taken into account in determining the annual adjusted financial statement income of certain corporations for the purpose of computing the alternative minimum tax imposed on certain corporations. We express no opinion regarding other federal income tax consequences caused by the receipt of Interest Payments or Principal Payments (as defined in the Installment Sale Agreement) or by the assignment of the Installment Sale Agreement.

(2) The Interest Payments are exempt from present State of Georgia income taxation.

We express no opinion as to the tax-exemption, State or federal, of Interest Payments paid by any party other than the City after the termination of the Installment Sale Agreement.

Very truly yours,

GRAY, PANNELL & WOODWARD LLP

By: _____
a Partner

[LETTERHEAD OF GMA]

October __, 2023

Georgia Municipal Association, Inc.
Atlanta, Georgia

Truist Commercial Equity, Inc.
[Charlotte, North Carolina]

Re: \$9,300,000 Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”), between Georgia Municipal Association, Inc. (the “Originator”) and City of Port Wentworth, Georgia (the “City”); the Assignment and Transfer Agreement, dated as of October __, 2023 (the “Transfer Agreement”), from the Originator to Truist Commercial Equity, Inc. (the “Bank”), the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement”) from the City to the Originator and the Bank, and the Deed to Secure Debt and Security Agreement, dated as of October __, 2023 (the “Security Deed” and together with the Installment Sale Agreement, the Transfer Agreement and the Environmental Agreement, the “Financing Documents”), from the Originator to the Bank

To the Addressees:

As counsel for the Originator, I have examined the Financing Documents and such other papers, laws and legal materials as I have deemed relevant to form the opinions herein expressed.

Based upon the foregoing, it is my opinion that:

1. The Originator is a Georgia non-profit corporation duly created and validly existing under the laws of the State of Georgia and has all requisite right, power and authority to execute and deliver the Financing Documents, and to perform all acts and consummate all of the transactions contemplated by the Financing Documents.

2. The Financing Documents have been duly authorized by all necessary official action on the part of the Originator, have been duly executed and delivered by the Originator, and (assuming due authorization, execution and delivery by the other parties thereto) constitute the legal, valid and binding obligations of the Originator, enforceable in accordance with their terms, except as enforcement thereof may be limited by the exercise of judicial discretion in appropriate cases, and applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally.

3. The execution and delivery of the Financing Documents and the compliance by the Originator with the terms thereof will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, its articles of incorporation, its bylaws, any agreement or other instrument to which the Originator is a party or by which it may be bound, or any judgment, decree, order, constitutional provision, law, statute or governmental rule or regulation applicable to the Originator.

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, or governmental body, pending or known to be threatened against or affecting the Originator, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Financing Documents, or which in any way would adversely affect the validity or enforceability of the Financing Documents.

5. All consents, approvals, authorizations and orders of any governmental or regulatory authorities that are required to be obtained by the Originator as of the date hereof in connection with the execution, delivery and performance of its obligations under the Financing Documents have been duly obtained and remain in full force and effect; provided, however, no opinion is given with respect to any securities laws.

Respectfully submitted,

Rusi Patel, Esq.
General Counsel
Georgia Municipal Association, Inc.

[LETTERHEAD OF ROBICHAUX LAW FIRM]

October __, 2023

Georgia Municipal Association, Inc.
Atlanta, Georgia

Truist Commercial Equity, Inc.
[Charlotte, North Carolina]

Gray, Pannell & Woodward LLP
Athens, Georgia

RE: Installment Sale Agreement, dated as of October __, 2023 (the “Installment Sale Agreement”), between Georgia Municipal Association, Inc. (the “Originator”) and City of Port Wentworth, Georgia (the “City”); and the Agreement Regarding Environmental Activity, dated as of October __, 2023 (the “Environmental Agreement”, and together with the Installment Sale Agreement, the “Financing Documents”), among the City, the Originator and Truist Bank (the “Bank”).

To the Addressees:

As counsel for the City we have examined the Financing Documents and such other papers, laws and legal materials as we have deemed relevant to form the opinions herein expressed.

Based upon the foregoing, it is our opinion that:

1. The City is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Georgia and has all requisite right, power and authority to execute and deliver the Financing Documents, and to perform all acts and consummate all of the transactions contemplated by the Financing Documents.

2. The Financing Documents have been duly authorized by all necessary official action on the part of the City, have been duly executed and delivered by the City, and (assuming due authorization, execution and delivery by the other parties thereto) constitute the legal, valid and binding obligations thereof, enforceable in accordance with their terms, except as enforcement thereof may be limited by the exercise of judicial discretion in appropriate cases, and applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors’ rights generally.

3. The execution and delivery of the Financing Documents, and the compliance by the City with the terms thereof, will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement or other instrument to which the City is a party or by which it may be bound, its charter or any judgment, decree, order, constitutional provision, law, statute or governmental rule or regulation applicable to the City.

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, or governmental body, pending, or, to our knowledge, threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Financing Documents, or which in any way would adversely affect the validity or enforceability of the Financing Documents.

5. All legal action required to be taken by the Mayor and City Council of the City in connection with the Financing Documents have been validly taken in compliance with the provisions of law (including but not limited to compliance with O.C.G.A. Section 50-14-1), and none of the proceedings held or actions taken by the Mayor and the City Council of the City with respect to any of the foregoing has been repealed, rescinded or revoked.

6. The City has complied with such public bidding and other legal requirements as may be applicable to the Installment Sale Agreement and the acquisition, construction and installation of the Project (as defined in the Installment Sale Agreement).

7. Pursuant to the Security Deed (as defined in above), the Originator has granted to Truist Commercial Equity, Inc. a security interest in certain real and personal property (the "Security Interest"). The Security Interest constitutes a valid "security interest" as that term is defined in the UCC, the same has been perfected as required by the UCC, and there are no other properly indexed financing statements or liens of record affecting the property in which the Security Interest has been granted.

8. The Security Deed, as filed in the office of the Clerk of Superior Court for Chatham County, Georgia, constitutes a valid deed to secure debt on the interest in the real property described therein, subject only to "Permitted Encumbrances" (as defined in the Security Deed). There is no intangible tax required to be paid in connection with the filing of the Security Deed.

9. All consents, approvals, authorizations and orders of any governmental or regulatory authorities that are required to be obtained by the City as of the date hereof in connection with the execution, delivery and performance of its obligations under the Financing Documents have been duly obtained and remain in full force and effect; provided, however, no opinion is given with respect to any securities laws.

In forming this opinion, I have relied upon the valid execution of the Financing Documents by the parties other than the City. No opinion as to such proper execution or the

power to enter into such Financing Documents by the parties other than the City is given. This opinion is limited to Georgia law. No opinion is expressed as to any federal or state securities laws nor any necessity for qualification of any documents under the Trust Indenture Act of 1939.

No tax opinion is given including but not limited to tax exempt status and tax effect on any party. No opinion is given as to the enforceability of any indemnity or warranty contained in the Financing Documents. No opinion is given as to any other documents or agreements entered into by the City or by any other individual in connection with this transaction, including the opinions of other individuals other than those expressed herein.

The scope of this opinion has been limited solely to the examination of facts and law in rendering the opinion expressed herein. Other than the opinion expressed herein no other opinion is given.

Respectfully submitted,

Robichaux Law Firm

By: _____

CLOSING STATEMENT

City of Port Wentworth

\$9,300,000 Installment Sale Agreement

October __, 2023

Source:

Proceeds of Installment Sale Agreement referenced above: \$9,300,000

Application:

1. Deposit to City of Port Wentworth, Georgia 2023 Installment Sale Agreement Escrow Fund (held by [ESCROW AGENT]). \$_____

2. Wire to Gray, Pannell & Woodward LLP Escrow Account for:
 - (a) services rendered and expenses advanced by Gray, Pannell & Woodward LLP, as special tax counsel; \$_____
 - (b) services rendered and expenses advanced by Murray Barnes & Finister LLP, as lender's counsel; \$_____
 - (c) closing fee of the Georgia Municipal Association; \$_____
 - (d) closing expenses \$_____

[See Attached Invoices]

CITY OF PORT WENTWORTH, GEORGIA

By: _____
Mayor

Attachment: 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (2888 : New Fire Station)

[Closing Statement]

ATTACHMENT A TO
FINANCING STATEMENT
WITH RESPECT TO
ASSIGNMENT AND TRANSFER AGREEMENT

DEBTOR: GEORGIA MUNICIPAL ASSOCIATION, INC.

SECURED PARTY: TRUIST COMMERCIAL EQUITY, INC.

Pursuant to an Assignment and Transfer Agreement, dated as of October __, 2023, between the Debtor and the Secured Party, the Debtor assigned, transferred, conveyed and sets over to Secured Party all the right, title and interest of Debtor (except for Debtor's right to indemnification and attorney's fees) in, under and by virtue of the Installment Sale Agreement, dated as of October __, 2023 (the "Installment Sale Agreement"), between the Debtor and the City of Port Wentworth, Georgia. The Secured Party shall be deemed the "Seller" for all purposes under the Installment Sale Agreement, and shall have all rights, powers and remedies of Seller thereunder.

ATTACHMENT A TO
FINANCING STATEMENT
WITH RESPECT TO
DEED TO SECURE DEBT AND SECURITY AGREEMENT

DEBTOR: GEORGIA MUNICIPAL ASSOCIATION, INC.

SECURED PARTY: Truist Commercial Equity, Inc.

The Debtor has, pursuant to a Deed to Secure Debt and Security Agreement, dated as of October __, 2023, from the Debtor in favor of the Secured Party, granted, bargained, sold, conveyed, assigned, transferred, pledged, and set over unto Secured Party, and grant a security interest in, the following described property (collectively, the "Project"):

(a) all those certain tracts, pieces or parcels of land (and any easements or other interests in land) more particularly described in Exhibit "A" hereto (the "Land");

(b) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land as described in Exhibit "B" hereto; and all extensions, additions, improvements, betterments, renewals and replacements, substitutions, or proceeds of any of the foregoing, and all inventory, accounts, chattel paper, documents, equipment, fixtures and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove; all of which foregoing items are hereby declared and shall be deemed to be fixtures and accessions to the Land and a part of the Project as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Instrument, a portion of the above described collateral being located upon the Land;

(c) all easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights, minerals, flowers, shrubs, crops, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof, and all estates, rights, titles, interests, tenements, hereditaments and appurtenances, reversions and remainders whatsoever, in any way belonging, relating or appertaining to the Project or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Debtor;

(d) all right, title and interest of Debtor in any and all leases, rental agreements and arrangements of any sort now or hereafter affecting the Project or any portion thereof and providing for or resulting in the payment of money to Debtor for the use of the Project or any part thereof, whether the user enjoys the Project or any part thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written (the "Leases") and guaranties of the performance or obligations of any tenants or lessees thereunder (the "Tenants"), together with all income, rents, issues, profits and

revenues from the Leases (including all tenant security deposits and all other tenant deposits, whether held by Debtor or in a trust account and all other deposits and escrow funds relating to any Leases), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Debtor in and to the same;

(e) all right, title and interest of Debtor in, to and under all franchise agreements, management contracts, service contracts, utility contracts, leases of equipment, documents relating to the construction of any improvements on the Project (including any and all construction contracts, architectural contracts, engineering contracts, designs, plans, specifications, drawing, surveys, tests, reports, bonds and governmental approvals) and all other contracts, licenses and permits now or hereafter affecting the Project or any part thereof and all guaranties and warranties with respect to any of the foregoing (the "Contracts");

(f) all right, title and interest of Debtor in any insurance policies or binders now or hereafter relating to the Project, including any unearned premiums thereon;

(g) all right, title and interest of Debtor in any and all awards, payments, proceeds and the right to receive the same, either before or after any foreclosure hereunder, as a result of any temporary or permanent injury or damage to, taking of or decrease in the value of the Project by reason of casualty, condemnation or otherwise;

(h) all claims and causes of action arising from or otherwise related to any of the foregoing; and

(i) all proceeds of any of the property described above.

EXHIBIT “A”

LEGAL DESCRIPTION

EXHIBIT “B”**DESCRIPTION OF FACILITIES:**

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on, under or above the Land.

FORM OF CERTIFICATE
DESIGNATING BORROWER REPRESENTATIVES AND
OFFICIAL CUSTODIAN

In accordance with the terms of the Installment Sale Agreement dated October ____, 2023 (the "Contract") between City of Port Wentworth (the "Borrower") and Truist Commercial Equity, Inc. ("Truist"), the Borrower designates the persons listed below as Borrower Representatives authorized to sign requisitions to withdraw funds from the Escrow account (as such terms are defined in the Contract).

Printed Name:

Signature:

The Borrower designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Borrower who has plenary authority, including control, over funds owned by the Borrower. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:

Signature:

Last 4 Numbers of
SSN¹:

Date of
Birth:

Upon written notification to Truist, the Borrower may update (a) Borrower Representatives to sign requisitions, or (b) the Official Custodian.

City of Port Wentworth, Georgia

 Name: Gary Norton
 Title: Mayor

****The Official Custodian must provide a copy of his/her driver's license.***

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

Attachment: 23.09.28 - Fire Loan - Closing Index and Documents - (GMA) City of Port Wentworth (GMA) (2888 : New Fire Station)

Wire Transfer Agreement

This Wire Transfer Agreement is dated as of October __, 2023 (this “Agreement”) and is by and between the CITY OF PORT WENTWORTH, GEORGIA (the “Lessee”) and TRUIST COMMERCIAL EQUITY, INC. (“Lender”).

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Agreement, executing and delivering an Installment Sale Agreement, dated as of October __, 2023 (the “Contract”), by and between the Lessee and Georgia Municipal Association, Inc. The purpose of the Contract is to provide financing to acquire, contract and install a new fire station and pay for issuance costs in accordance with the Contract.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Lender and the Lessee hereby agree to the following:

Section 1. Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by the Contract (a “Disbursement”), said wire transfer shall be delivered as directed in a written “Disbursement Authorization” provided to Lender by a representative of the Lessee, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee’s legal counsel, the Lessee’s financial advisor or other designated representative.

Section 2. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Lessee, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to Lender. The Lessee shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify Lender immediately.

Section 3. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary’s account name and account number and beneficiary’s physical address, together with other information requested by Lender (collectively, “Remittance Instructions”). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Lessee acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 4. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, Lender shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Lessee agree that ten (10) business days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.

Section 5. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 2, it shall be binding on the Lessee if Lender acted in good faith in making such Disbursement.

Section 6. Recordation. Lender may record any telephone conversation between Lender and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.

Section 7. Indemnification and Hold Harmless. If Lender complies with the provisions of this Agreement, the Lessee agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Lessee, and the Lessee further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Contract.

Section 8. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

Section 9. Choice of Law. The parties intend that Georgia law shall govern this Agreement.

Section 10. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by Lender and the Lessee.

Section 11. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Agreement.

Section 12. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. Severability. If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

Section 15. Termination. This Agreement shall cease and terminate the payment of the Bonds.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

CITY OF PORT WENTWORTH, GEORGIA

[SEAL]

By: _____

Name: _____

Title: _____

Attest:

By: _____

Name: _____

Title: _____

TRUIST COMMERCIAL EQUITY, INC.

By: _____

Name: _____

Title: _____

WIRE TRANSFER AGREEMENT, DATED AS OF OCTOBER ____, 2023