

100 YEARS

Please join us for our 100th anniversary
council meeting

MONDAY JULY 22nd 5:30 PM
FRANKLIN SPRINGS
CITY HALL



ACKNOWLEDGMENT AND WAIVER

On behalf of the FRANKLINSPRING Fire Department, I hereby acknowledge notice of the Application to Display Fireworks of ADAM R. BLOOMBERG ENT INC dated 2023 and hereby waive any objection to the issuance of the permit, and confirm that the usual fire protection services will be provided by this Department, subject to the following restriction, if any: (Please state "none" if there are no restrictions)

ON 31, 2023 @ 6:30 PM
AT KIMMEL COLLEGE PARKING LOT
IN FRONT OF GYMNASIUM (SEE DIAGRAM)

I further certify that the proposed display (Initial one)

is
☒ is NOT

a proximate audience display as defined by Georgia Law. If the display is a proximate audience display, the premises on which the display will occur have also been examined by this Department.

Date: 10/19/2023

FRANKLIN SPRING Fire Department
(Name of Department)

By: [Signature]

Title: Fire Chief

IN THE PROBATE COURT OF FRANKLIN COUNTY
STATE OF GEORGIA

NOTICE

TO: FRANKLIN SPRINGS Fire Department or Department of Public Safety.
[County/City]

You are hereby notified that ATLANTA PYROTECHNICS INC has applied for a
[Name of applicant]
permit to display fireworks at 181 SPRING STREET FRANKLIN SPRINGS, GA
[Address of display area]
on Dec 31, 2023 18:30 HRS and has certified that your Department will provide the
[Date and time]
usual fire protection services.

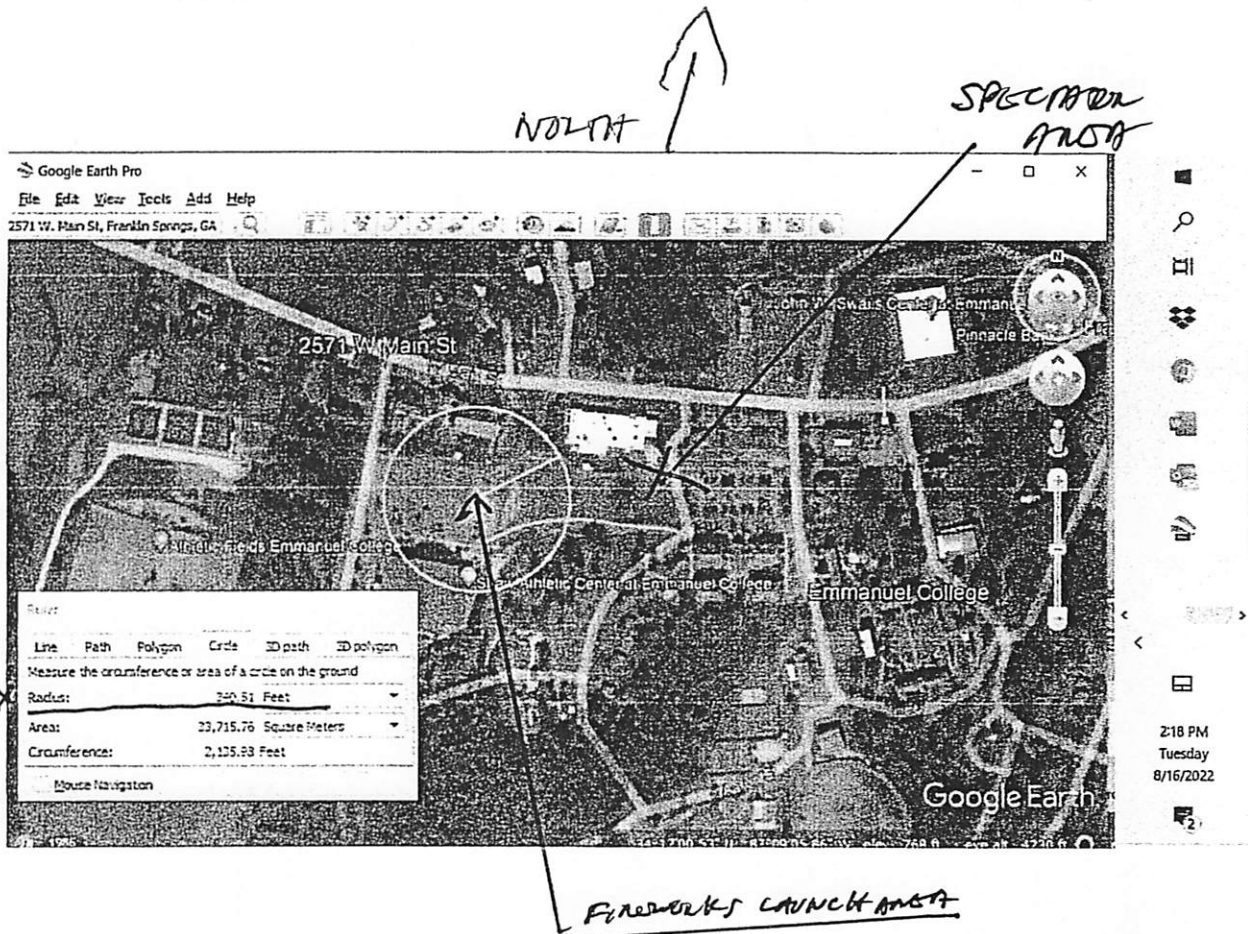
This Court must determine if the operator Phillip Haynes + William Hekey, employed
[Name of operator]
by ATLANTA PYROTECHNICS INC is experienced and competent and that the display
[Name of display company]
will not pose a hazard to any persons or property.

This Court must also be informed whether the proposed display constitutes a proximate audience display as defined by Georgia Law so as to know whether a Georgia License for such purpose is required.

Please present any objection to the issuance of the permit on behalf of your Department to this court on or before December 22, 20 23.
[Five (5) days before display]

You may waive any objection to the issuance of the permit by signing the attached acknowledgment of notice and waiver of objection.

This 16 day of OCTOBER, 20 23.
[Signature]
Judge of the Probate Court



SPONSOR: CITY OF FRANKLIN SPRINGS GA

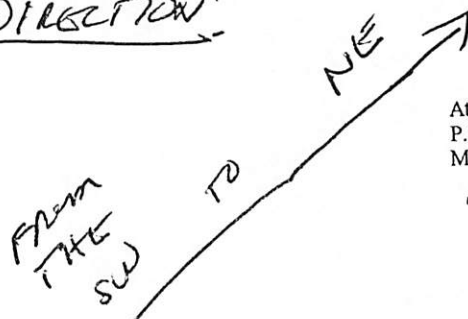
DATE: DEC 31, 2023

TIME: 6:30 PM (APPROXIMATE START TIME)

LOCATION: EMMANUEL COLLEGE PARKING LOT
IN FRONT OF GYMNASIUM (SAME LOCATION
AS 2019)

MAXIMUM SHOT SIZE: 4" DIAMETER

PREDOMINANT WIND DIRECTION:



Atlanta Pyrotechnics International, Inc.
P.O. Box 4443
Marietta, GA 30061

770 919-8100

- 1) JOHN PEEPLES - SCOPE?
 - 1 FACILITY
- 2) JOE LAWRENCE - 4 MGD - WHY SO LARGE
 - USED TO WORK IN POULTRY
 - MECHANICAL PLANT IS FIRST STEP
 - 1.5 MGD FOR 20 - 40 YEARS
- 3) KAREN IRWIN - FROM HARTWELL
 - READ STATEMENT FROM SAVANNAH RIVER KEEPER
 - EPD PERMITTING MAKES SURE THE RIVER IS PROTECTED
 - SAVANNAH RIVER KEEPER SUPPORTED OUR FACILITY DESIGN IN ~~DEVELOPING~~ OTHER

WHEN TO BUILD A NEW PLANT?
85% ADP

WORRIED ABOUT CLEAN AIR FOR MS. CRUMP
- 4) ALVIN ALLEN - IS PLANT AN LAST? NO
 - LANDFILL FOR SLUDGE
- 5) ANDRY CRUMP - 20 YEAR LOAN = 20 YEAR TO EXPAND
 - FRANKLIN SPRINGS IS PAYING FOR ENTIRE COST
- 6) NANCY PEEPLES - HAS THERE BEEN A CONVERSATION ABOUT A RENDERING PLANT?
 - PLANT WAS SIZED FOR FUTURE GROWTH
 - NEED PLANT - BONDS? YES - PEP BONDS
- 7) CRAIG COLMES - PROPERTY BORDERS BROAD RIVER AND. & MUNICIPAL WASTES ARE DIFFERENT
 - WPCP WILL INCREASE FLOW IN RIVER
- 8) GEORGE ELROD
 - WHO ARE WE
 - WE HAVE AGMT W/ CITY
 - 0.9 MGD FROM COUNTY = 2 MGD OR 1.5 MGD
 - PRIMARY REASON FOR EXP. IS RESIDENTIAL ~~EXPANSION~~ EXPANSION
 - EPD EVALUATES ENV. IMPACT
 - LYRONGST RED HORSE
 - TURNING WORK W/ IND. ? NOT WASTEW

9) GARY MOON

DOES NOT LIVE IN F.S.
DOWNSTREAM FROM F.S.

HOW DOES THIS BENEFIT?

WHAT IS BASELINE?

- TMDL ANALYSIS FROM BPD

WHAT IS THE IMPACT TO
GROUND WATER?

WHAT IS LIKELIHOOD OF FAILURE?

TMDL - BROAD RIVER FALLS
IN SOME AREAS

10) MICHAEL MOODY

11) ADISON PEEPLES

PLANT
PUTRID SMELLS - WON'T SMELL

12) RORY HUSTON

LIVES UPSTREAM

DOG GOT LOOSE

LOW FLOW IN RIVER

OUR PLANT WILL INCREASE FLOW
IN RIVER

EXCURSIONS ARE HANDLED BY EPD ETC.

JACKIE - F.S. GETS WATER
FROM FRANKLIN COUNTY

13) PERRY WOOD

COBB COUNTY / GWINETT DON'T
COMPLY - LARGE FACILITIES
SOMETIMES DON'T ~~COMPLY~~

14) MICHELLE KANE

DOES TURNIPSEED HAVE OTHER
CLIENTS WHO RECV. EFFLUENT
FROM ^{CHICKEN} PLANTS? YES - I CAN'T
SAY WHICH

MICHAEL NAMED STATE AGENCIES

15) MARK WERNDON

WHAT WOULD HAPPEN IF PLANT
WAS NOT BUILT.

16) ANNE RAY

ARE COMMENTS PART OF THE PROCESS?
YES AT BEGINNING & END

17) MICHON CRUMP

HOW LONG WILL THE PLANT TAKE
TO BUILD AND BE PERMITTED?

6 MONTHS + 12 MONTHS

AM AWARE OF ISSUES - NONE THAT I AM
AWARE OF

18) MARY MCCARTHY

~~EXISTING~~ FACILITY IS BEING
BUILT FOR GROWTH - COULD
BE USED FOR INDUSTRY
COMMUNITY WILL BE ADVERSELY
AFFECTED

19) BRENDA WALLACE

CITY LIMITS CANNOT SUPPORT
4MGD PLANT.

20) ADRIANE KELSEY

TRANSPORTATION? VIA DUMP TRUCK OR
CONTAINERS
GROUND WATER AFFECTED
NO NONE

21) LYNN BRILEY

WHO DRIVES DUMP TRUCK
WHERE WILL BLOSOMS GO - COULD BE FRANKLIN
COUNTY LAND FILL.

22) CINDY ~~YOUNGBLOOD~~ ~~YOUNGBLOOD~~

CAN ACCEPT COUNTY FLOW
4 MONTHS FOR PERMITTING
TO START CONSTRUCTION.

23) KAREN DILLWORTH

PROCESS BEGAN W/ USDA
FUNDING MOVED TO POSSIBLY
GFFA ~ 5 YRS AGO
WHAT IF CITY DEFAULTS? I DON'T KNOW
LIVES IN ROYSTON

24) ROBERT ESTHERWOOD

STORE BURNED DOWN
CANT REBUILD YET, WAITING
ON INFRASTRUCTURE FROM
ROYSTON AS WELL AS GRANT

25) JACKIE YARWOOD

COSTS? DONT KNOW
FUNDING SOURCE? DONT KNOW
USDA PROCESS STARTED

Law Day essay contest seeks entries from students

DANIELSVILLE – The Northern Judicial Circuit Juvenile Court announces the 20th annual Law Day essay contest for area students.

This year’s topic centers on the 2025 Law Day theme: The Constitution’s Promise: Out of

Many, One, which comes from one of the United States’ most enduring mottos: E Pluribus Unum.

This year, students are asked: Does the representative government as established by our Constitution ensure that the voices

of our entire citizenry are heard and respected? Discuss both the strengths and weaknesses of our current system.

Students can enter by writing a persuasive essay advocating their chosen view.

First prize is a \$350 cash

scholarship.

All high school aged students residing in Elbert, Franklin, Hart, Madison and Oglethorpe counties are eligible, as well as any similarly aged student currently in the care of the Northern Circuit Juvenile Court, regardless of where they are placed.

Entries must be postmarked by April 15. Winners will be announced on Law Day, May 1.

Contest rules and more information are available at www.warrencaswelllaw.com.

▶Franklin County Sheriff

The Franklin County Sheriff’s Office reports the following arrests:

- Amanda Nichole Bearden, 38, of 5331 Crossing Place in Commerce, Superior Court bench warrant;
- Barry Blackwell, 38, of Greenville, S.C., marijuana–possess less than one ounce, no log book, possession, manufacture of certain controlled substance;
- Demetrius Dontay Brock, 37, of 93 Lake Shore Circle in Martin, probation violation (when probation terms are altered)–felony;
- Brian William Brown, 48, of Bowman, probation violation (when probation terms are altered)–felony;
- Devon Kimani Brown, 39, of Marietta, DUI–marijuana;
- Kendaijah Leisha Brown, 26, of Norwood, probation violation (when probation terms are altered)–misdemeanor;
- Octavius Jarmaine Campbell, 39, of 215 Wright St. in Lavonia, possession and use of drug related objects, possession of methamphetamine;
- Regina Aileen Coker, 61, of 330 Gumlog Drive in Lavonia, possession of methamphetamine, possession and use of drug related objects, hold for Banks County;
- Diego Alexander Conde Silverio, 24, of Greensboro, N.C., driving without license, window tint violation, failure to maintain insurance;
- Kelton Alexander Conn, 40, of 3620 Athens Road in Royston, possession of methamphetamine, expired or no registration or title;
- Jeffrey K. Cooper, 34, of 81 Hunters Creek Road in Toccoa, reckless driving;
- Austin James Cruze, 32, of Jefferson, probation violation (when probation terms are altered)–felony;
- Alan Javier De La Cruze, 32, of Gainesville, failure to appear–felony;
- Sandra Lynn Dutton, 44, of Hartwell, following too closely, DUI–driving under the influence of alcohol–concentration is 0.08 grams or more within three hours or more;
- Jaquaveus Keonte Foggie, 29, of Greenwood, S.C., DUI–driving under the influence of alcohol, speeding in excess of maximum limits (state speed and zone limits), driving while license withdrawn, failure to yield right of way to emergency vehicle;
- Keith Allen Grindstaff, 66, of 113 Rue Lafayette in Lavonia, driving while license withdrawn, failure to maintain lane, DUI–driving under the influence of alcohol;
- Banuel A. Guity, 42, of Winder, driving while license withdrawn;
- Holly Lynn Harris, 35, of 431 Gumlog Road in Lavonia, possession and use of drug related objects, possession of methamphetamine, hold for Hart County;
- Michael Shannon Allen Helms, 26, of 207 Mitchell St. in Toccoa, probation violation (when probation terms are altered)–felony;
- Robert Dean Hight, 53, of 6136 Royston Highway in Canon, theft by shoplifting;
- Karen L. Lee, 56, of Stone Mountain, two counts of willful obstruction of law enforcement officers by use of threats or violence–felony, obstructing or hindering law enforcement officers, simple battery against police officer/law enforcement dog/corrections or detention officer, taillights/taillight lenses required;
- Tina Michelle Loner, 43, of Lindale, failure to appear–misdemeanor;
- Angela Michelle Manus, 56, of 430 Hardeman Farm Road in Carnesville, aggravated assault, terroristic threats and acts;
- David Marks, 46, of Princeton, Texas, DUI–driving under the influence of alcohol, defective equipment/unsafe vehicle, driving while license withdrawn;
- Keith Alexander McClymont, 34, of Atlanta, marijuana–possess less than one ounce;
- Tykeshia Renee Meadows, 24, of Goldsboro, N.C., failure to yield right of way to emergency vehicle, driving without license, speeding in excess of maximum limits (state speed and zone limits);
- Raashaun Deshay Newman, 38, of Halifax, Va., identity fraud;
- Adam Glenn Norris, 32, of 2431 Dawkins Road in Royston, interference with electronic monitoring devices, two counts of bondsman off bond–define OCC;
- Charles Patrick Patterson, 35, of Lawrenceville, possession of cocaine with intent to distribute, possession of methamphetamine with intent to distribute, possession and use of drug related objects, marijuana–possess less than one ounce, failure to maintain lane;
- Christopher Lamain Peoples, 51, of Reidsville, N.C., DUI–marijuana, following too closely, failure to signal lane change or turn;
- Rafael Genaro Perez Ramirez, 36, of Opelika, Ala., window tint violation, driving without license;
- Dei Sean Akeise Pitts, 21, of Spartanburg, S.C., possession of marijuana, window tint violation, possession, manufacture of certain controlled substance;
- Patricia Ann Pruitt, 70, of 124 McCollum Drive in Canon, theft by shoplifting;
- Leslie Paul Pullian, 57, of 1461 Shirley Road in Royston, court order;
- Ben Junior Quick, 54, of Soperton, failure to appear;
- Shontaveous Latoya Riley, 35, of 71 Poplar St., Lot 6, in Lavonia, disorderly conduct, marijuana–possess less than one ounce, obstructing or hindering law enforcement officers, two counts of probation violation (when probation terms are altered)–misdemeanor, possession of a Schedule I controlled substance;
- Shannon Annell Roebuck, 38, of 339 South Pond St. in Toccoa, Superior Court bench warrant;
- Dustin Ray Sears, 26, of 365 Whitetail Lane in Carnesville, probation violation (when probation terms are altered)–felony;
- Tydassah Brooke Stripling, 28, of Spartanburg, S.C., driving while license withdrawn, failure to obey stop sign, possession of a Schedule I or II controlled substance with intent to distribute, possession of firearm or knife during commission of or attempt to commit certain felonies, knowingly driving motor vehicle on suspended, canceled, or revoked registration;
- Krystal Elizabeth Tanner, 21, loitering, probation violation (when probation terms are altered)–felony;
- Theodore Elijah Tinch, 43, of Starr, S.C. driving under the influence/alcohol;
- Devonte Lamar Tolbert, 31, of Columbus, probation violation (when probation terms are altered)–felony;
- Daniel Thomas Walden, 47, of Wake Forest, N.C., speeding in excess of maximum limits (state speed and zone limits), marijuana–possess less than one ounce, DUI–driving under the influence of drugs;
- Jade-Lei V. Watford-Lamar, 21, of Sicklerville, N.J., possession of a Schedule I controlled substance, speeding in excess of maximum limits (state speed and zone limits);
- Lashanda Roslin Willis, 43, of 841 Hartwell Highway in Royston, marijuana–possess less than one ounce, criminal trespass, obstructing or hindering law enforcement officers, possession of a Schedule I controlled substance, probation violation (when probation terms are altered)–misdemeanor;
- Michael Walter Willis, 71, of 8980 Ila Road in Carnesville, possession, manufacture with intent [felony] Schedule 1 and Schedule 2, possession and use of drug related objects, possession, manufacture of certain controlled substance.

All those arrested are innocent until proven guilty in a court of law.

▶Royston Police

The Royston Police Department reports the following incidents and arrests for Feb. 3-9:

There were 112 calls for service and 15 incident reports filed.

The department reported 42 traffic stops and zero accident reports.

Twenty-one citations were issued, including 12 for failure to use bypass, two for possession of an ounce or less of marijuana and one each for obstruction, criminal trespass, driving while license suspended/revoked, no license on person, no insurance, running red light, texting and driving and failure to maintain lane.

Arrests:

Lashanda Willis, 43, of Royston was charged with possession of Schedule I controlled substance, obstruction, possession of an ounce or less of marijuana and criminal trespass and was also arrested for a warrant service.

Karen Lee, 56, of Stone Mountain was charged with obstructing law enforcement officers, taillight/lenses required, obstructing law enforcement officers, battery and obstruction.

Danny Brannon, 63, of Royston, was charged with no insurance, driving while license suspended/revoked and arrested on a warrant service.

Angela Woody, 48, of Royston was arrested on a warrant service.

Justin Frith, 49, of Royston was arrested on a warrant service.

INTENT TO OPT OUT OF HOMESTEAD EXEMPTION

The City of Canon intends to opt out of the statewide adjusted base year ad valorem homestead exemption for the City of Canon.

All concerned citizens are invited to the public hearings on this matter to be held at Canon City Hall, 5071 Highway 17, Canon, GA. 30520 on Thursday, February 20, 2025, at 8:30 a.m. and 5:30 p.m.

Times of additional public hearing on this matter are on Friday, February 21, 2025 at 8:30 a.m. Canon City Hall, 5071 Highway 17, Canon, GA. 30520.

PUBLIC MEETING

The City of Franklin Springs hereby gives notice that a public meeting will be held to discuss construction of a mechanical water pollution control plant potentially funded by Georgia’s Clean Water State Revolving Fund (CWSRF) on March 20, 2025, at 5:30 pm, at City Hall, 2531 West Main Street, Franklin Springs, Georgia 30639.

The proposed project includes constructing a pump station, 6,000 linear feet of force main and approximately 47,000 linear feet of 12-inch gravity sewer. Proposed improvements at the water pollution control plant include constructing a new raw sewage pump station, grit separator, aeration basins, clarifiers, return sludge pump station, plant pump station, effluent structure, digesters, and sludge dewatering building.

The purpose of the public meeting is to:

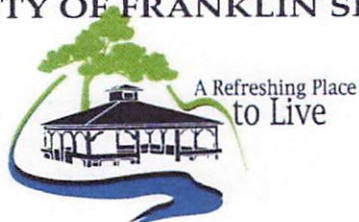
1. Inform the public of the need for improvements to the City’s water pollution control plant;
2. To comply with the requirements of the Clean Water Act and with the public participation requirements of Georgia’s CWSRF Environmental Review Process; and,
3. To encourage public involvement in the development of a plan to improve the system.

During the public meeting the City will attempt to identify public preferences for alternative methods of improving the City’s sewerage facilities.

Your participation is encouraged and considered essential to the selection and development of the final plan to be adopted prior to its approval by the State of Georgia, Department of Natural Resources.

For additional information contact the City of Franklin Springs at (706) 245-6957.

CITY OF FRANKLIN SPRINGS



Mayor

Lee Moore

Councilman

Bill Bell

Tommy Pritchett

Joshua Walden

Tom Wilson

March 16, 2023

City of Franklin Springs will be able to provide 1,000,000 gallons per day of wastewater to Rock Hill Foods once our new wastewater treatment facility is built.

Sincerely,

Levy D. Moore

Levy D Moore

Mayor



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The Harold F. Holtz Municipal Training Institute



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**The Harold F. Holtz
Municipal Training Institute**

Downtown Development Authority Training

Virtual

November 8 and 9, 2023

Downtown Development Authorities

DDA Foundations



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TABLE OF CONTENTS

1. Purpose
2. Governance
3. Powers
4. Area of Operations
5. Dissolution
6. Legal and Ethical Considerations
7. Gratuities
8. Open Meetings
9. Open Records Act
10. Liability Concerns
11. Mission and Tools

1. Purpose



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O.C.G.A. §36-42-2 – Purpose

Revitalize & Redevelopment

“The revitalization and redevelopment of the central business districts of the municipal corporations of this state develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce within the municipal corporations of this state. . . . It is, therefore, in the public interest and is vital to the public welfare of the people of this state, and it is declared to be the public purpose of this chapter, so to revitalize and redevelop the central business districts of the municipal corporations of this state. . . .”

2. Governance



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STATUTORY DDA

Creation and Activation

- DDAs have already been created for every municipality. See O.C.G.A. § 36-42-4 “[t]here is created in and for each municipal corporation in this state a public body corporate and politic to be known as the downtown development authority of such municipal corporation, which shall consist of a board of seven directors.”
- To get started, the City must activate a DDA by resolution. See O.C.G.A. § 36-42-5.
- The activating resolution must contain:
 - “[T]he downtown development area that geographical area within the municipal corporation which, in the judgment of the governing body, constitutes the central business district.”
 - Appoint the initial directors.

The DDA cannot transact any business or exercise any powers until the city activates it.

INITIAL DIRECTORS

- Seven (7) directors.
- Initially appointed in a staggered format e.g. “two members of the first board of directors for a term of two years each, two for a term of four years each, and three for a term of six years each.” *See* O.C.G.A. § 36-42-4.
- One member of Mayor and Council “may” serve on the DDA. His/her term fluctuates with the elective tenure. *See* O.C.G.A. § 36-42-4 (“[t]he term of a director who is also a member of the governing body of a municipal corporation shall end when such director is no longer a member of the governing body of the municipal corporation.”)
- Directors keep serving until replaced. *See* O.C.G.A. § 36-42-4. (“[i]f at the end of any term of office of any director a successor to such director has not been elected, the director whose term of office has expired shall continue to hold office until a successor is elected.”)

DIRECTOR QUALIFICATIONS

- (1) Taxpayers residing in the municipal corporation for which the authority is created;
 - (2) Owners or operators of businesses located within the downtown development area and who shall be taxpayers residing in the county in which is located the municipal corporation for which the authority is created; or
 - (3) Persons having a combination of the qualifications specified in paragraphs (1) and (2).
-
- One director may reside outside the county; provided, however, that such appointed director owns a business within the downtown development area and is a resident of the State of Georgia. If subsequently to his or her appointment to the board pursuant to this subsection, the director ceases to own a business within the downtown development area or reside in the State of Georgia, such director shall relinquish his or her seat on the board.

See O.C.G.A. § 36-42-7(a) (c).

DIRECTOR QUALIFICATIONS QUALIFIER:

INTEREST IN REDEVELOPMENT AND REVITALIZATION

- Not less than four of the directors having the qualifications specified in subsection (a) of this Code section shall be persons who, *in the judgment of the governing body of the municipal corporation, either have or represent a party who has an economic interest in the redevelopment and revitalization of the downtown development area.* Successors to the directors shall be appointed by the governing body of the municipal corporation.

GOVERNANCE

Elect Officers

The directors shall elect one of their members as chairman and another as vice chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may but need not be a director. The directors shall receive no compensation for their services but shall be reimbursed for actual expenses incurred by them in the performance of their duties. Each authority shall have perpetual existence.

See O.C.G.A. § 36-42-7(c).

REMOVAL OF DIRECTORS

Do Directors serve at the pleasure of the City?

The City takes the position that because the Act is silent as to removal, it must be presumed that the directors who are appointed by the City serve at the City's pleasure. We do not agree. The fact that the legislation provides specified terms for the office of director is inconsistent with the idea of tenure at the pleasure of the City.” ... “Because the matter is not before us, we express no opinion as to whether directors may be removed for cause, or under what procedures that might be done.”

Hernandez v. Downtown Development Authority of the City of St. Marys, 56 Ga. 356, 349 S.E.2d 449 (1986); see also *City of Collega Park vs. Wyatt et al* 282 Ga 479, 481 (2007).



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GOVERNANCE

Establish By-Laws

What are by-laws?

By-laws are the internal operating procedure of the DDA.

Georgia Constitution

→

General Law (Local Law)

→

Resolution activating DDA by City

→

By-laws.

CONTENT OF BY-LAWS

- What should by-laws contain?
- Cannot contradict the enacting O.C.G.A. 36-41- 1 et seq.;
- Cannot contradict the enacting resolution;
- Should include provide a how the DDA should operate and solve practical problems. For instance,
 - Meeting schedules;
 - How to call special meetings;
 - Resignations;
 - Removal;
 - Parliamentary procedure;
 - Election of officers;
 - Fiscal year; and
 - Management of funds.

3. Powers



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HIGHLIGHTED DDA POWERS O.C.G.A. § 36-42-8

(3) Execution of necessary contracts and other documents for Project construction, leasing, sale, financing, use of and to join or cooperate with an urban residential finance authority, . . .;

(4) To acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein, in furtherance of the public purpose of the authority;

DDA POWERS – O.C.G.A. § 36-42-8

- (5) Finance, construct, erect, assemble, purchase, acquire, own, repair, remodel, renovate, rehabilitate, modify, maintain, extend, improve, install, sell, equip, expand, add to, operate, or manage projects and to pay the cost of any project;
- (6) Borrow money to further or carry out its public purpose;
- (7) Issue revenue bonds, notes, or other obligations of the authority and use the proceeds thereof for the purpose of paying, or loaning the proceeds thereof to pay, all or any part of the cost of any **project** and otherwise to further or carry out the public purpose of the authority . . .;

DDA POWERS – O.C.G.A. § 36-42-8

(8) Apply directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the authority's public purpose . . . ;

(9) To enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the authority;

DDA POWERS – O.C.G.A. § 36-42-8

(11) To extend credit or make loans to any person, corporation, partnership (whether limited or general), or other entity for the costs of any project or any part of the costs of any project, . . . ;

(13) To receive and use the proceeds of any tax levied by a municipal corporation to pay the costs of any project or for any other purpose for which the authority may use its own funds pursuant to this chapter;

DDA POWERS – O.C.G.A. § 36-42-8

(14) To receive and administer gifts, grants, and devises of money and property of any kind and to administer trusts;

(15) To use any real property, personal property, or fixtures or any interest therein or to rent or lease such property to or from others or make contracts with respect to the use thereof, or to sell, lease, exchange, transfer, assign, pledge, or otherwise dispose of or grant options for any such property in any manner as it deems to the best advantage of the authority and the public purpose thereof;

DDA POWERS – O.C.G.A. § 36-42-8

- (22) To serve as an urban redevelopment agency pursuant to Chapter 61 of this title;
- (23) To contract with a municipal corporation to carry out supplemental services in a city business improvement district established pursuant to Chapter 43 of this title; and
- (24) To serve as a redevelopment agency pursuant to Chapter 44 of this title.

DDA POWER

Constitutional Authorities

- The rules for these authorities depend on the Local Constitutional Amendment creating it. How can they differ?
- Statutory DDAs – OCGA §36-42-8(b). The powers enumerated in each paragraph of subsection (a) of this Code section are cumulative of and in addition to those powers enumerated in the other paragraphs of subsection (a) of this Code section and elsewhere in this chapter; and no such power limits or restricts any other power of the authority except that, notwithstanding any other provision of this chapter, no authority described in this chapter shall be granted the power of eminent domain.
- Central Valdosta Development Authority – “the Authority shall have the right and power of eminent domain for the purpose of acquiring property in the carrying out of its aims and objectives.” Sec. 05.8.

4. Area of Operations



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DDA'S JURISDICTION

AREA OF OPERATION

- “[T]he downtown development area that geographical area within the municipal corporation which, in the judgment of the governing body, constitutes the central business district.”
- Constitutional DDAs area of operations depends on the enacting legislation.

DDA'S JURISDICTION

GEOGRAPHICAL EXPANSION

- DDA Boundaries can be changed.
- O.C.G.A. 36-42-6(a) Change its designation of the downtown development area to a geographical area within the municipal corporation which, in the judgment of the governing body, at the time constitutes the central business district, provided that any such change in the downtown development area shall be effective prospectively from the adoption of the resolution providing therefor and shall not affect any project of, or any action taken by, the authority within or with respect to the downtown development area as defined prior to such change becoming effective;

HAHIRA RESOLUTION

A RESOLUTION TO AMEND THE DESIGNATED DOWNTOWN DEVELOPMENT AREA FOR THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF HAHIRA; TO PROVIDE FOR FILING WITH THE SECRETARY OF STATE OF THE STATE OF GEORGIA AND THE DEPARTMENT OF COMMUNITY AFFAIRS OF A COPY OF THIS RESOLUTION; TO REPEAL CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES:

W I T N E S S E T H:

WHEREAS, the Downtown Development Authority of the City of Hahira (DDA") was duly activated by resolution of the Hahira City Council dated January 7, 2016 and is presently in existence and good standing; and

WHEREAS, it has been determined by the Mayor and Council of the City of Hahira, Georgia (the "City") that there is a need to amend the designated downtown development area served by the DDA to more accurately reflect the City's central business district pursuant to OCGA §36-42-6(1);

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City, and it is hereby resolved by the same, that the "downtown development area" shall be that geographical area described in Exhibit A, attached hereto and made a part hereof by reference, which area, in the judgment of the Mayor and Council of the City, constitutes the "central business district" of the City as contemplated by the Downtown Development Authorities Law. Such change in the downtown development area shall be effective prospectively from the adoption of this resolution and shall not affect any project of, or any action taken by, the DDA within or with respect to the downtown development area as defined prior to such change becoming effective.

BE IT FURTHER RESOLVED that the City shall furnish promptly to the Secretary of State of the State of Georgia and the Department of Community Affairs a certified copy of this resolution in compliance with the provisions of the Downtown Development Authorities Law.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the Mayor and Council of the City.



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5. Dissolution



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Can DDAs be dissolved?

- Statutory DDAs – No provision regarding dissolution.
 - “Each Authority shall have perpetual existence”. O.C.G.A. § 36-42-7(c).
- Compare Development Authorities – “If an authority does not have any outstanding unpaid bonds or bond anticipation notes, the authority may be dissolved as provided in this subsection.” See O.C.G.A. 36-62-14(b).

DDA vs Main Street

- Organizational Structure Can Vary, e.g. committee, 501(c)(3), 501(c)(4), & 501(3)(6);
- Mainstreet Organizations are coordinated by Department of Community Affairs (“DCA”).
- Membership, tenure and appointment of Main street board members are defined by the bylaws;
- DDA are governmental entities which can contract with other governmental entities for up to fifty (50) years. Main Street organizations cannot.
- Main Street organizations have to be staffed in accordance with an MOU with DCA.
- Both organizations should follow the Georgia Sunshine laws.

6. Legal and Ethical Considerations

LEGAL AND ETHICAL CONSIDERATIONS

O.C.G.A §45-10-3

Notwithstanding any provisions of law to the contrary, each member of all boards, commissions, and authorities created by general statute shall:

- (1) Uphold the Constitution, laws, and regulations of the United States, the State of Georgia, and all governments therein and never be a party to their evasion;
- (2) Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration;
- (3) Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties;
- (4) Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit;
- (5) Expose corruption wherever discovered;

LEGAL AND ETHICAL CONSIDERATIONS

O.C.G.A §45-10-3- continued

- (6) Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality, or services from any person, association, or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties;
- (7) Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties;
- (8) Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust; and
- (9) **Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.**

O.C.G.A §45-10-3

How to Comply

- (1) **Disclose** the “any interest or involvement” in advance and make sure it is recorded in the minutes;
- (2) Any interest or involvement by a director with a value in **excess of \$200.00 per calendar quarter** is published by the authority one time in the legal organ in which notices of sheriffs' sales are published in each county affected by such interest, at least 30 days in advance of consummating such transaction;
- (3) The director having a substantial interest or involvement **may NOT be present** at that portion of an authority meeting during which discussion of any matter is conducted involving any such organization or person, and
- (4) The director having a substantial interest or involvement **may NOT participate** in any decision of the authority relating to any matter involving such organization or person.

SUBSTANTIAL INTEREST OR INVOLVEMENT

As used in this subsection, a “substantial interest or involvement” means any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director or member as determined by the authority, which determination shall be final and not subject to review.

SUBSTANTIAL INTEREST OR INVOLVEMENT

- *Dept. of Transportation vs. Brooks*, 254 Ga. 3030, 318 (1985) “we re-affirm this tenet: invalidity stems not from the actuality of monetary loss to the public body, but from the very existence of the conflict of interest.”
- *White v. Bd. of Comm'rs of McDuffie Cty.*, 252 Ga. App. 120, 122–23, (2001) “Self-interested or conflicted participation in a zoning decision, which the residents allege here, will support such a challenge and invalidate a zoning action. But, as described by our Supreme Court, the type of conflict or self-interest that voids a zoning decision is financial: the conflict arises “when a public officer, in the discharge of his public function, acts upon a measure relating to a specific transaction and such transaction shall directly and immediately affect his pecuniary interest.” A remote or speculative financial interest will not support a conflict of interest allegation.”

JUST ASK



Ask your executive director.



Ask your DDA attorney.



No stupid questions or concerns.

PENALTIES – O.C.G.A. §45-10-4

- Complaint or formal charge must be made to the Governor's Office
- Review and hearing of actions of the member and authority as a whole
- After the hearing, if the member who participated in the transaction is found to have had a conflict of interest and the cleansing process was not followed, member may be removed at the discretion of the Governor
- Possible civil actions and loss of immunity
- If actions are egregious, criminal liability and civil fines are possible

7. Gratuities



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PUBLIC GRATUITIES

- “Except as otherwise provided in the Constitution, (1) the General Assembly shall **not** have the power to grant **any donation or gratuity** or to forgive any debt or obligation owing to the public, and (2) the General Assembly shall not grant or authorize extra compensation to any public officer, agent, or contractor after the service has been rendered or the contract entered into.”
- Ga. Const. 1983, Art. III, Sec. VI, Par. VI (a).

What Are Gratuities?

- “[O]rdinary definition of ‘gratuity’ as ‘something given freely or without recompense; a gift.’ ” *Rabun County v. Mountain Creek Estates, LLC*, 280 Ga. 855, 859 (2006).
- “No gratuity is involved where the municipality is receiving ample consideration for use of the property.” *Swanberg v. City of Tybee Island*, 271 Ga. 23, 25 (1999)

HOW TO SPOT GRATUTITY PROBLEMS

- Does the DDA have the power to do what it is doing?
 - DDA powers?
- Did the DDA receive “substantial benefits” in return.
 - Money?
 - Services?
 - Benefit to public in general?

8. Open Meetings



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OPEN MEETINGS

Application to DDAs

- Georgia's open meetings law applies to meetings of the governing authority of every "agency" as that word is defined in the statute. See O.C.G.A. 50-14-1.
- DDAs are agencies and must comply. See O.C.G.A. 50-14-1(a)(1)(C).

OPEN MEETINGS

“Meetings” - Yes

- (i) The gathering of a quorum of the members of the governing body of an agency at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or
- (ii) The gathering of a quorum of any committee of the members of the governing body of an agency or a quorum of any committee created by the governing body at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.

See O.C.G.A. 50-14-1(a)(3)(A)(i)&(ii)

OPEN MEETINGS

“Meetings” – No

- (i) The gathering of a quorum of the members of a governing body or committee for the purpose of making inspections of physical facilities or property under the jurisdiction of such agency at which no other official business of the agency is to be discussed or official action is to be taken;
- (ii) The gathering of a quorum of the members of a governing body or committee for the purpose of attending state-wide, multijurisdictional, or regional meetings to participate in seminars or courses of training on matters related to the purpose of the agency or to receive or discuss information on matters related to the purpose of the agency at which no official action is to be taken by the members;
- (iii) The gathering of a quorum of the members of a governing body or committee for the purpose of meeting with officials of the legislative or executive branches of the state or federal government at state or federal offices and at which no official action is to be taken by the members;
- (iv) The gathering of a quorum of the members of a governing body of an agency for the purpose of traveling to a meeting or gathering as otherwise authorized by this subsection so long as no official business, policy, or public matter is formulated, presented, discussed, or voted upon by the quorum; or
- (v) The gathering of a quorum of the members of a governing body of an agency at social, ceremonial, civic, or religious events so long as no official business, policy, or public matter is formulated, presented, discussed, or voted upon by the quorum.

See O.C.G.A. 50-14-1(a)(3)(B)(i-v)

OPEN MEETINGS

Non Compliance

- Except as otherwise provided by law, all meetings shall be open to the public. All votes at any meeting shall be taken in public after due notice of the meeting and compliance with the posting and agenda requirements of this chapter.
- Any resolution, rule, regulation, ordinance, or other official action of an agency adopted, taken, or made at a meeting which is not open to the public as required by this chapter shall not be binding.

OPEN MEETINGS

NOTICE

- Agenda: Prior to any meeting, a DDA having such meeting shall make available an agenda of *all matters expected to come before the agency or committee at such meeting*. The agenda shall be available upon request and shall be posted at the meeting site as far in advance of the meeting as reasonably possible, but shall not be required to be available more than two weeks prior to the meeting and shall be posted, at a minimum, at some time during the two-week period immediately prior to the meeting. Failure to include on the agenda an item which becomes necessary to address during the course of a meeting shall not preclude considering and acting upon such item. However, Directors should avoid amending the agenda at the meeting to add a matter unless absolutely necessary. *See O.C.G.A. 50-14-1(e)(1).*

OPEN MEETINGS

NOTICE

Regular Meetings - Prescribe the time, place, and dates of regular meetings of the DDA. Should be made available one week in advance and maintained in a conspicuous place available to the public at the regular place of an DDA's meeting subject.

See O.C.G.A. 50-14-1(d)(1).

OPEN MEETINGS

NOTICE

- Special Meetings

- Must be 24 hours notice of the legal organ;
- If legal organ is published less often than four times weekly, sufficient notice shall be the posting of a written notice for at least 24 hours at the place of regular meetings and, upon written request from any local broadcast or print media outlet whose place of business and physical facilities are located in the county, notice by telephone, facsimile, or e-mail to that requesting media outlet at least 24 hours in advance of the called meeting; and
- Upon written request from any local broadcast or print media outlet, a copy of the meeting's agenda shall be provided by facsimile, e-mail, or mail through a self-addressed, stamped envelope provided by the requestor.

See O.C.G.A. 50-14-1(d)(2).

OPEN MEETINGS

NOTICE

- Emergency Meetings

- When special circumstances occur and are so declared by an agency, that agency may hold a meeting with less than 24 hours' notice upon giving such notice of the meeting and subjects expected to be considered at the meeting as is reasonable under the circumstances, including notice to the county legal organ or a newspaper having a general circulation in the county at least equal to that of the legal organ;
- Must record the reason for holding the meeting and the nature of the notice shall be recorded in the minutes.

See O.C.G.A. 50-14-1(d)(3).

OPEN MEETINGS

MINUTES

- A written summary of the subjects acted on and the Directors attending the meeting must be prepared and made available within two business days.
- Minutes of the meeting must be prepared and made publicly available after having been approved the next regular meeting of the DDA.
- The minutes must, at a minimum, (1) contain the names of the Directors present; (2) a description of each motion or other proposal made; (3) a record of who made and seconded each motion; (4) and a record of all votes including who voted for and who voted against each motion.
- For emergency meetings (less than 24 hours notice), the minutes must also describe the manner of notice and the emergency necessitating said meeting.

OPEN MEETINGS

MINUTES – EXECUTIVE SESSION

- Minutes of executive sessions must be taken down but are not open to the public.
- The minutes must specify each issue discussed.
- Attorney client discussions should not be taken down. Just identify it occurred and the general topic.

See O.C.G.A. 50-14-1(e)(2)(C).

OPEN MEETINGS

TELECONFERENCES

- Emergency: Teleconferences may occur so long as the notice and means are afforded for the public to have simultaneous access to the teleconference meeting.
- Director health: A Director may participate by teleconference if necessary due to reasons of health or absence from the jurisdiction. However, the other requirements of O.C.G.A. §50-14-1-1 et seq. must be met and a quorum of Directors are present in person. Absent emergency conditions or the written opinion of a physician or other health professional that reasons of health prevent a member's physical presence, no member shall participate by teleconference pursuant to this subsection more than twice in one calendar year.

See O.C.G.A. 50-14-1(g).

OPEN MEETINGS

Executive Session

- “Executive session” means a portion of a meeting lawfully closed to the public. *See O.C.G.A. 50-14-1(a)(2).*
- The use of executive sessions is limited and typically to six primary reasons:
 - (1) to discuss pending or potential litigation with legal counsel and to discuss or vote on settlement;
 - (2) to discuss or vote on authorizing negotiations to purchase, dispose of, or lease property;
 - (3) to discuss or vote on the acquisition, disposition or lease of real estate by the DDA;
 - (4) to discuss hiring, compensation, evaluation or disciplinary action for a specific public officer or employee;
 - (5) to interview an applicant to be executive head of a department; or
 - (6) to discuss records that are exempt from disclosure.

OPEN MEETINGS

Cannot go into executive session to discuss whether to go into executive session.

Executive Session

See O.C.G.A. 50-14-2(1).

OPEN MEETINGS

Executive Session

Pending or Potential Litigation

- Is there a formal demand letter or something else in writing that presents a claim against the DDA and indicates a sincere intent to sue?
- Is there previous or preexisting litigation between the DDA and the other party or proof of ongoing litigation on similar claims?
- Is there proof that the other party has hired an attorney and expressed an intent to sue?
- The attorney needs to be there.
- Must be more than a mere threat. *See Claxton vs. Evans County Bd. of Commissioners*, 249 Ga App. 870 (2001) (“In our litigious society, a governmental agency always faces some threat of suit.”)

OPEN MEETINGS

Executive Session Property

- An DDA may close a meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property, or to enter into a contract to purchase, dispose of or lease property subject to approval in a subsequent public vote. This exception does not apply only to real property but to personal property as well. *See O.C.G.A. 50-14-3(b)(1)(B).*
- The additional exceptions authorizing executive session to discuss or vote upon ordering an appraisal related to the acquisition or disposal of real estate, or to enter into an option to purchase, dispose of, or lease real estate are limited to real estate. *See O.C.G.A. 50-14-3(b)(1)(C)&(D).*
- No vote in executive session is binding until a subsequent vote is taken in an open meeting.

OPEN MEETINGS

Executive Session Personnel

- A DDA may close the portion of the meeting during which the Directors are deliberating on hiring, appointing, compensating, disciplining, or dismissing an employee.
- The DDA may also go into executive session to discuss or deliberate on the periodic evaluation or rating of an employee, or to interview applicants for the position of executive head.
- While this exception allows certain discussions and interviews to take place in an executive session, all votes on personnel matters must be taken in public.

OPEN MEETINGS

Executive Session

Closing the meeting

- A majority vote of the quorum present for the meeting is required to close a meeting. The specific reason for closing the meeting must be stated in the minutes, the minutes must reflect the names of the Directors present and those voting to close the meeting, and these portions of the minutes must be made available to the public.
- Do not stray from topic of the executive session. The presiding officer must rule the discussion out of order and the discussion must cease. If one or more Directors continue or attempt to continue the discussion after being ruled out of order, the presiding officer must immediately adjourn the executive session.

9. Open Records Act



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OPEN RECORDS

O.C.G.A §50-18-70 et seq.

- DDAs are covered.
- “Public record” means all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an [DDA] or by a [Director/DDA employee] in the performance of a service or function for or on behalf of an [DDA] or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use.

OPEN RECORDS

Response

- A request does NOT have to be writing. However, only written requests can be enforced. *See* O.C.G.A. §50-18-71(b)(3).
- A DDA must respond within three business days.
 1. Determine whether the DDA has the requested documents.
 2. Determine whether disclosure of the requested documents are subject to disclosure or are exempted from disclosure.
 3. Estimate cost of production. \$25.00 (inform the requestor) & \$500.00 (require pre-payment). *See* O.C.G.A. §50-18-71(d).

OPEN RECORDS

Response

- Regardless, a DDA must respond in some form or fashion within three days:
 - Object and cite the exemption; or
 - Advise the requestor that the requested documents cannot be provided within three business days but will be provided within a stated timeframe.

OPEN RECORDS

Response – Exceptions

- O.C.G.A. §50-18-72(a) provides 51 categories of documents that are not exempted from production. These exceptions can be temporary or permanent.
- Very important for the record custodian to become familiar with these exceptions.

OPEN RECORDS

Response – Common Exceptions

(8) Investigations related to the suspension, firing, or investigation of complaints against public officers or employees until ten days after the same has been presented to the agency or an officer for action or the investigation is otherwise concluded or terminated.

(9) Real estate appraisals, engineering or feasibility estimates, or other records made for or by the state or a local agency relative to the acquisition of real property until such time as the property has been acquired or the proposed transaction has been terminated or abandoned.

(10) Pending, rejected, or deferred sealed bids or sealed proposals and detailed cost estimates related thereto until such time as the final award of the contract is made, the project is terminated or abandoned, or the agency in possession of the records takes a public vote regarding the sealed bid or sealed proposal, whichever comes first.

See O.C.G.A. §50-18-72(a)

OPEN RECORDS

PENALTIES

- Directors can be subject to both civil and criminal penalties for violations of ORA.
- A *knowingly and willful* violation of ORA can result in being guilty of a misdemeanor, and subject to a fine in the amount of \$1,000.00 for the first violation. Alternatively, a civil penalty may be imposed by the court in any civil action brought pursuant to this article against any person who *negligently* violates the terms of this article in an amount not to exceed \$1,000.00 for the first violation. A civil penalty or criminal fine not to exceed \$2,500.00 per violation may be imposed for each additional violation that the violator commits within a 12 month period from the date the first penalty or fine was imposed.

See O.C.G.A. §50-18-74.

10. Liability Concerns

LIABILITY CONCERNS

- O.C.G.A. §51-1-20

A person serving with or without compensation as a member, director, or trustee, or as an officer of the board without compensation, of any nonprofit hospital or association or of any nonprofit, charitable, or eleemosynary institution or organization or of any local governmental agency, board, authority, or entity shall be immune from civil liability for any act or any omission to act arising out of such service if such person was acting in good faith within the scope of his or her official actions and duties and unless the damage or injury was caused by the willful or wanton misconduct of such person.

LIABILITY CONCERNS

Where can it arise?

- General liability;
- Issues surrounding bond indebtedness;
- Open records/open meetings.

LIABILITY CONCERNS

INSURANCE

- Officers & Directors Liability Insurance

11. Mission and Tools



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DDA MISSION:

REDEVELOP AND REVITALIZE Tools

- “Project” is defined as “[t]he acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, . . .”

See O.C.G.A. 36-42-3(6)(A).

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

Also defined as:

- any undertaking authorized by Chapter 43 of this title as part of a city business improvement district,
- any undertaking authorized in Chapter 44 of this title, the “Redevelopment Powers Law,” when the downtown development authority has been designated as a redevelopment agency,

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

- any undertaking authorized in Chapter 61 of this title, the “Urban Redevelopment Law,” when the downtown development authority has been designated as an urban redevelopment agency, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation; and
- The provision of financing to property owners for the purpose of installing or modifying improvements to their property in order to reduce the energy or water consumption on such property or to install an improvement to such property that produces energy from renewable resources.

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

- A project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the authority determine, *by a duly adopted resolution, that the project and such use thereof would further the public purpose of this chapter.*

See O.C.G.A. 35-42-3(6).

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

- DDAs can issue revenue bonds. O.C.G.A. § 36-42-8(a)(6).
- DDAs can also issue promissory notes. O.C.G.A. § 36-42-8(a)(6).
- DDA notes have to be “revenue notes” payable out of pledged revenue, not out of the full faith and credit of the DDA. O.C.G.A. § 36-42-9(a).

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

Revenue Bond: What is it?

Revenue bonds are municipal bonds that are backed by the revenue generated by a specific project being financed by the bond issue. In other words, the money raised by the bond offering directly finances the project, and the project—once complete—generates the revenues to pay back the interest and principal on the bonds to investors, e.g. parking deck, toll road, convention centers, etc.

Compare General Obligations (“GO”) Bonds are not tied to one project and are backed by the full faith and credit of the issuing authority.

DDA MISSION:

REDEVELOP AND REVITALIZE Tools

- A municipality is not liable for DDA bonds or notes.
- However, they can be supported by an Intergovernmental Agreement.
- Georgia Constitution authorizes state, local governments, and local authorities to enter into contracts among themselves for up to 50 years.

Downtown Development Authorities

Downtown Planning



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Downtown Planning



**THE
GEORGIA DOWNTOWN
RENAISSANCE**

partnership

**HELPS GEORGIA'S
DOWNTOWNS MAKE THEIR
VISION NOT JUST A DREAM
BUT A **REALITY.****



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FOUNDATION



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2013-2023

Downtown Planning and Design Locations

SUMMER FELLOWSHIPS: BAXLEY, BUENA VISTA, CHAMBLEE, CHATSWORTH, COLQUITT, CORNELIA, DAHLONEGA, ELBERTON, FITZGERALD GAINESVILLE, HAPEVILLE, JESUP, MILLEDGEVILLE, MONROE, NEWNAN, PORTERDALE, RICHMOND HILL, STATESBORO, TOCCOA

URBAN DESIGN STUDIO: COLLEGE PARK, COMMERCE, CONYERS, FLOWERY BRANCH, FORSYTH, GLENNVILLE, GRIFFIN, MILLEDGEVILLE, MILTON, WASHINGTON, ROSSVILLE, BLUE RIDGE, CAMILLA, DUBLIN

RSVP'S: AMERICUS, BAINBRIDGE, BRUNSWICK, CAIRO, CARROLLTON, CEDARTOWN, CHICKAMAUGA, CLARKESVILLE, CORDELE, DALTON, FORT OGLETHORPE, GAINESVILLE, HAWKINSVILLE, HINESVILLE, HOMERVILLE, JEFFERSON, LAFAYETTE, MCCAYSVILLE, PERRY, RINGGOLD, ST. MARYS, VILLA RICA



Small Group Discussion

1. Does your DDA have any of the following?
 - Master Plan
 - One-Year Work Plan
 - A Strategic Plan
 - Something Similar
2. How do you determine success?
3. How do you communicate success and with whom?

Why Downtown?

- Downtowns are visible indicators of community pride and economic health.
- Downtowns are either an asset or a liability in the effort to retain young people or recruit new residents, new businesses and industries, retirees and tourists.
- Downtowns are the visual representation of your communities' heritage.
- “We take stock of a city like we take stock of a man. The clothes or appearance are the externals by which we judge.” -Mark Twain





Downtowns in Georgia collectively create as many jobs as one Kia Plant does per year.

2022

\$1.36 Billion Total Amount of Public/Private Investment in 105 GA Main Street Downtowns

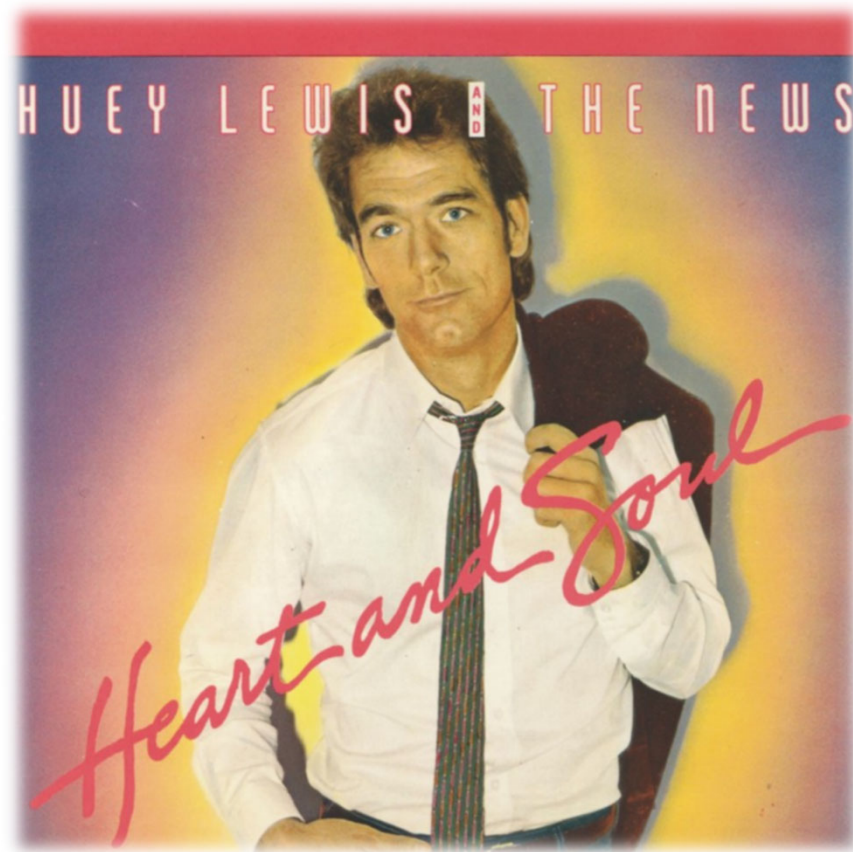
- \$35.5 Million Investment in Public Projects
- 1,084 New Businesses & Expanding
- 4,134 New Jobs
- 733 Commercial Rehabilitations Completed
- 661 Public Improvement Projects Completed

***Data provide by the Georgia Department of Community Affairs Georgia Main Street**

A Vibrant Downtown



The Goal is
Heart & Soul





Fun Facts

- When was the Album Released?
- Released: 1983
- What number did it get to on Billboard Hot 100?
- #8 on Billboard Hot 100
- How many Albums were sold in the US?
- Sold over 10 million in the US alone

Two Kinds of Change

1. Planned Change
2. Unplanned Change

“The best way to predict the future is to create it yourself.”

Abraham Lincoln

Growth and change is About Choice



Should we invest downtown?
Should we design for people?
Should we encourage infill?



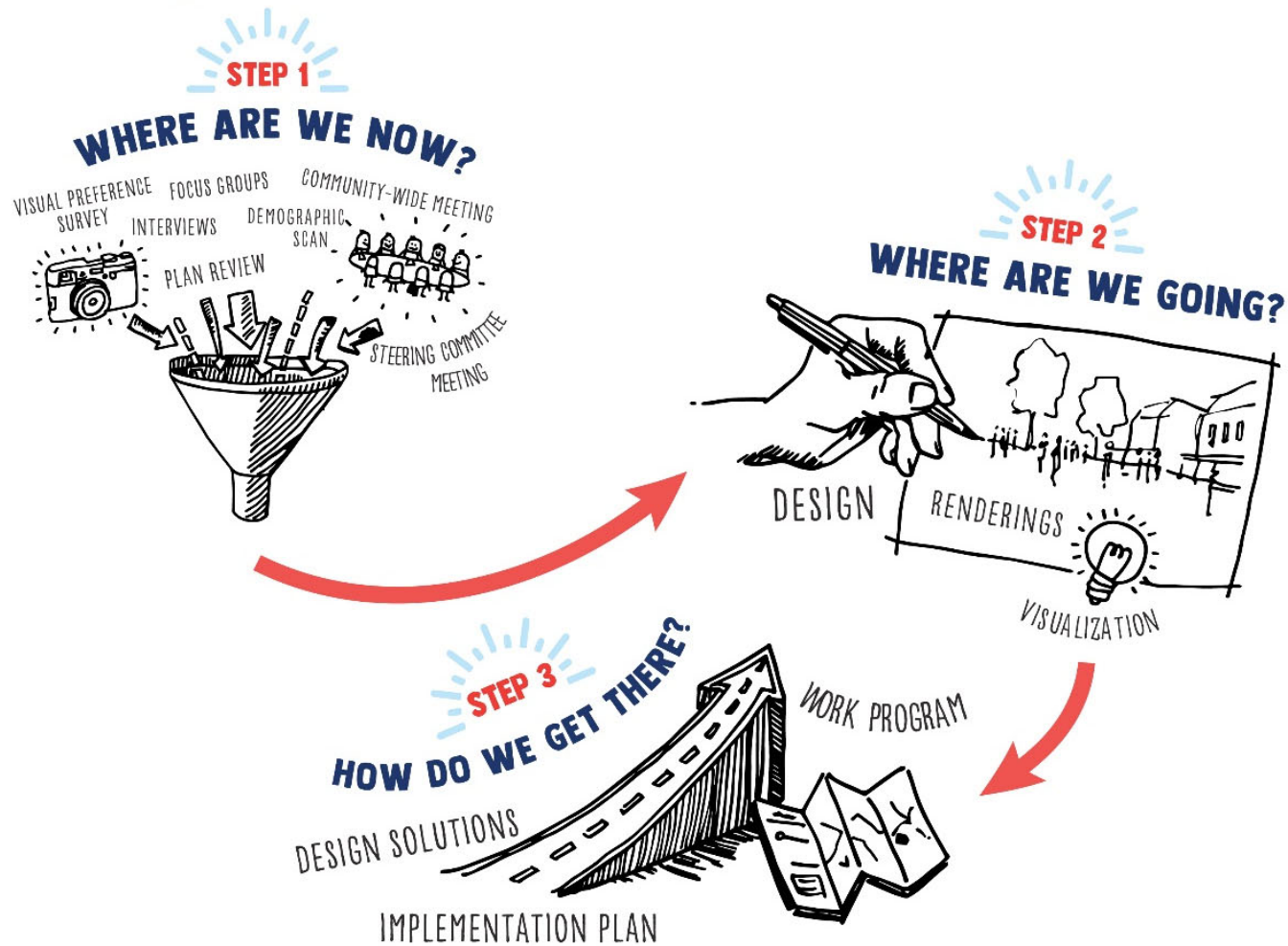
Should we invest on the strip?
Should we design for cars?
Should we encourage greenfield
development?



A [Plan](#) is needed to guide the policies and ordinances, infrastructure and improvements, and financing options crucial to the orderly development and economic viability of a vibrant downtown.



OUR THREE STEP PROCESS



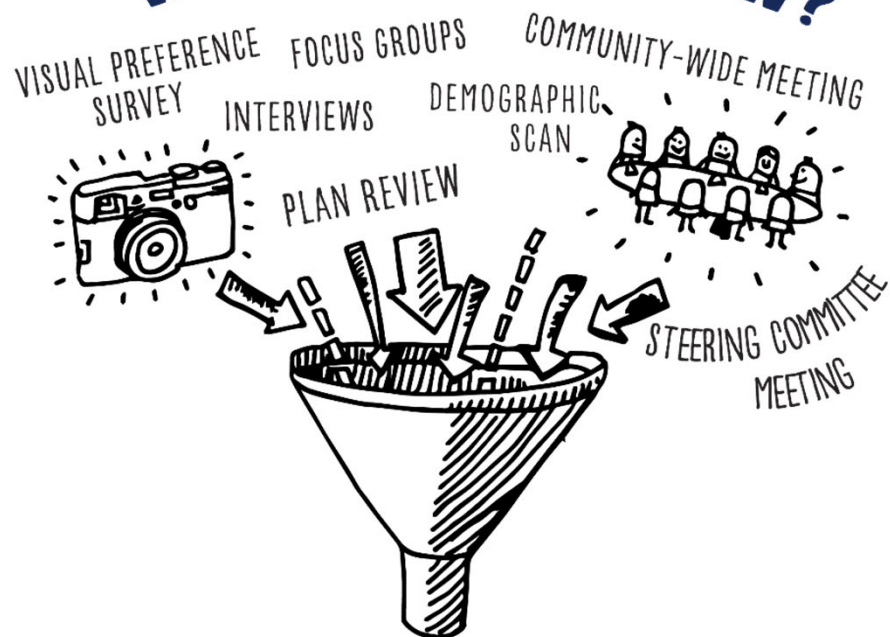


Listen

Communities have the solutions to their problems. It is about guiding a process that asks the right questions to get to the solutions.

STEP 1

WHERE ARE WE NOW?



Dad vs. POP

D A D
E N E
C N F
I O E
D U N
E N D
C
E

P O P
E W R
O N O
P C
L E
E S
S

6'6"

five criminals . one line up . no coincidence

6'0"

5'6"

5'0"

4'6"

4'0"

3'6"

3'0"

The Usual Suspects



GRAMERCY
P I C T U R E S

Fun facts

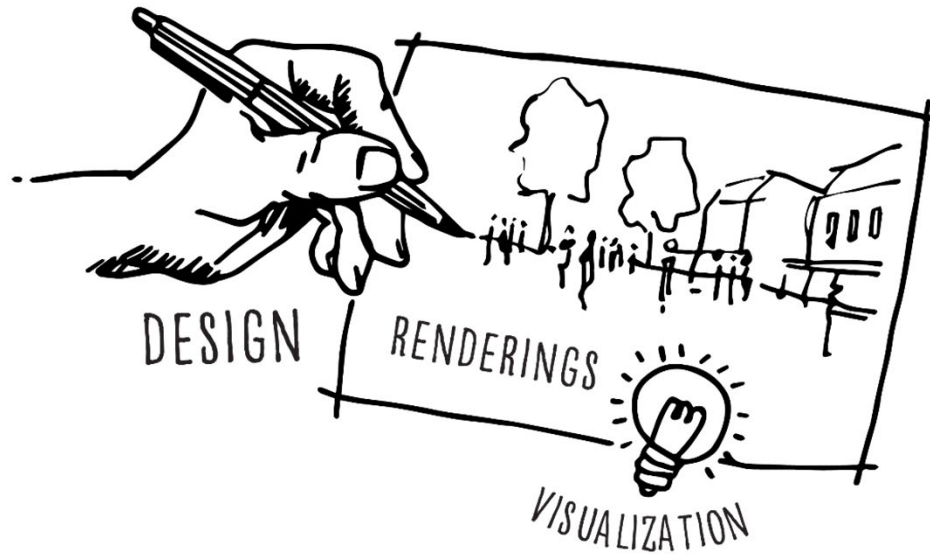
- Would you recommend this movie to a friend?
- When was the film released?
- Released: 1995
- Which star won an Academy Award for best supporting actor?
- Spacey won the Academy Award for Best Supporting Actor
- Budget: \$5.5 million, Made: \$35 million
- Won an Academy Award for Best Original Screenplay



- Arts Council
- Banks
- City and County Staff
- Civic Organizations
- Chamber of Commerce
- Development Authority
- Downtown Merchants
- Downtown Property Owners
- Downtown Residential
- Downtown Faith-Based
- Elected Officials
- Health Systems
- Newspaper
- Real Estate Firms
- Residents
- Schools/Students



WHERE ARE WE GOING?



Community Visioning





Apalachicola Water Front Park



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Apalachicola Water Front Park



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Apalachicola's Central Park

RIVERFRONT PARK: OPTION A



OPTION A

The sinuous curves of this plan resemble the Apalachicola's course as it flows into the bay. Shade trees are planted in raised beds, with seating walls around the edge. These seating walls face into the space on one side, and out to the street or the boardwalk on the other, providing a variety of scenes to watch. To screen the sides of adjacent buildings, vertical gardens could be erected at either end of the park.

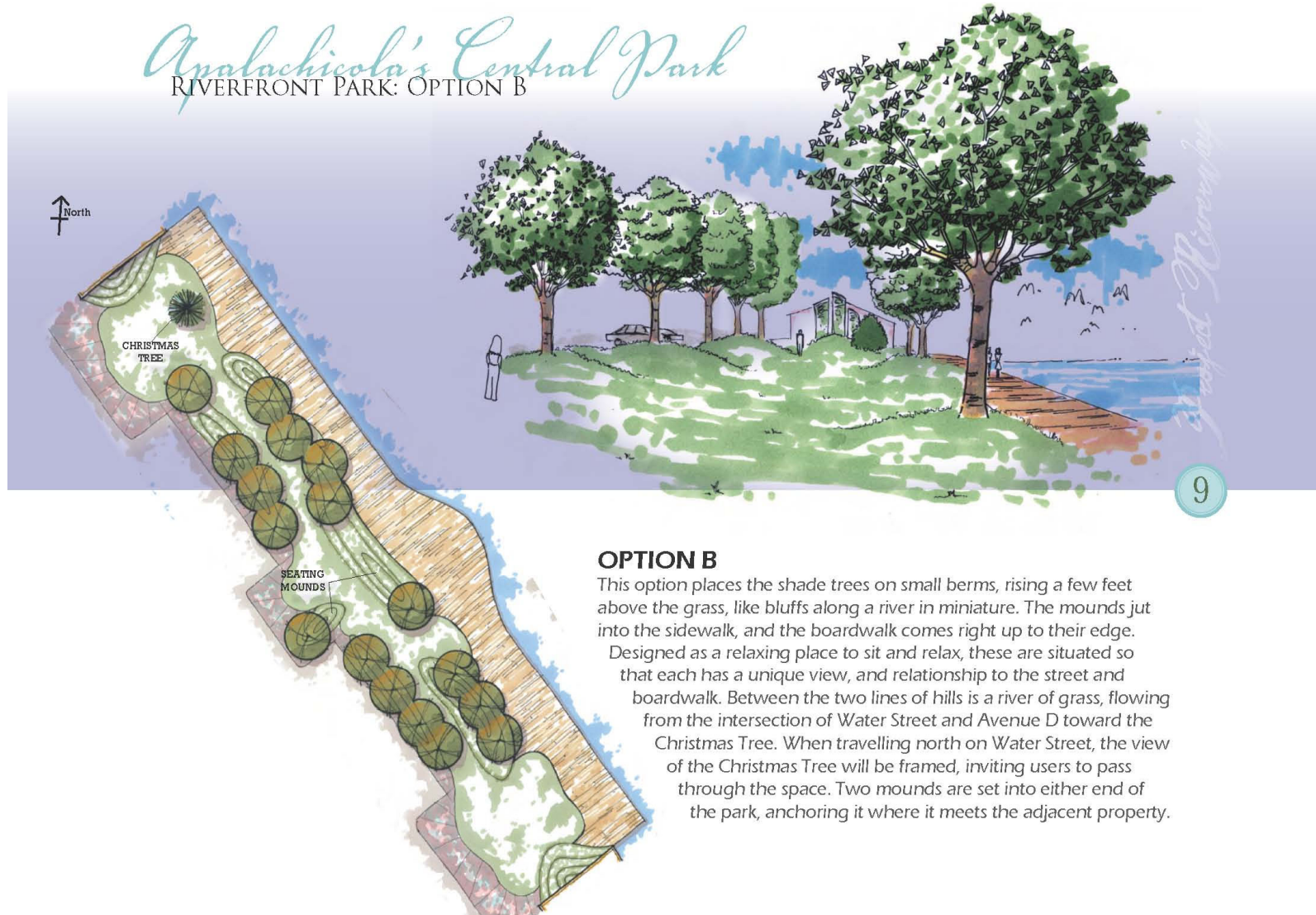
PLAZA OPTION

An infill building on the northern half of this parking lot could help to frame this plaza, and give it life; restaurants which open into the plaza could have outdoor dining areas with views of the river. A gurgling fountain would mask the noise of traffic, and make the space feel cooler. Sitting under shade trees in the plaza, with views of the sunny center of the park across the street would create a sense of prospect and relief. A raised crosswalk which connects this plaza with the park would link the two spaces.



Apalachicola's Central Park

RIVERFRONT PARK: OPTION B

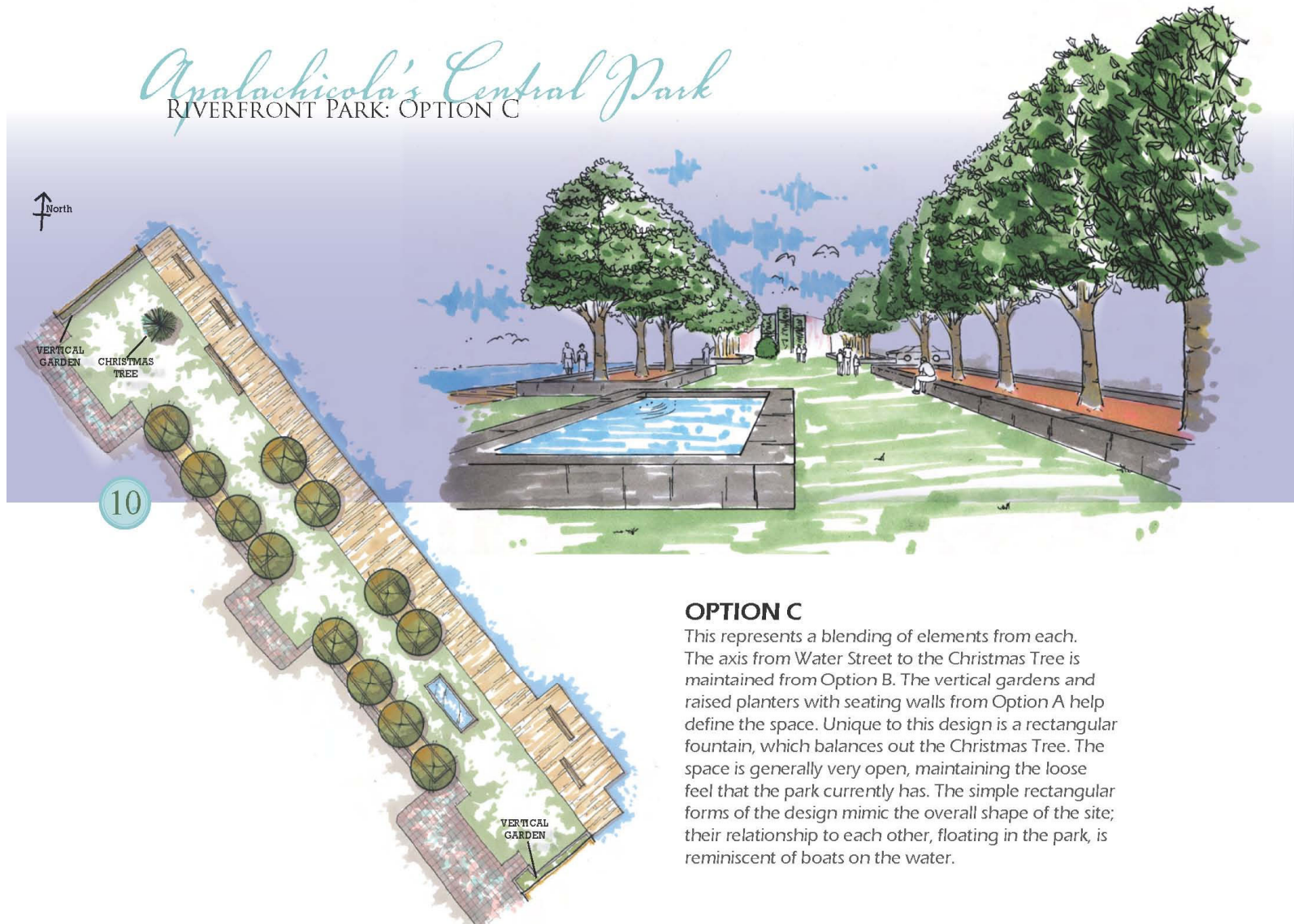


OPTION B

This option places the shade trees on small berms, rising a few feet above the grass, like bluffs along a river in miniature. The mounds jut into the sidewalk, and the boardwalk comes right up to their edge. Designed as a relaxing place to sit and relax, these are situated so that each has a unique view, and relationship to the street and boardwalk. Between the two lines of hills is a river of grass, flowing from the intersection of Water Street and Avenue D toward the Christmas Tree. When travelling north on Water Street, the view of the Christmas Tree will be framed, inviting users to pass through the space. Two mounds are set into either end of the park, anchoring it where it meets the adjacent property.

Apalachicola's Central Park

RIVERFRONT PARK: OPTION C



OPTION C

This represents a blending of elements from each. The axis from Water Street to the Christmas Tree is maintained from Option B. The vertical gardens and raised planters with seating walls from Option A help define the space. Unique to this design is a rectangular fountain, which balances out the Christmas Tree. The space is generally very open, maintaining the loose feel that the park currently has. The simple rectangular forms of the design mimic the overall shape of the site; their relationship to each other, floating in the park, is reminiscent of boats on the water.

Community Feedback Survey

PROCESS

1) Did you meet with the UGA students?

YES

NO (If no, please move to question 8)

2) If so, are you:

Elected Official/City Employee

Business Owner

Resident

Other _____

3) Have you participated in a process like this before?

YES

NO

4) It was important for me to participate in the conversations with students on how my community should grow. (Circle one)

Strongly Disagree Neutral Agree Strongly

5) Processes that solicit community input in planning for the future are important for building agreement on how to grow. (Circle one)

Strongly Disagree Neutral Agree Strongly

6) Based on my experience, I would participate in a process like this again. (Circle one)

Strongly Disagree Neutral Agree Strongly

7) What could have been done differently to improve the process?

After





After

1



Re-design

2



Re-design

3



Re-design

4



Re-design



Trees



Without Trees



4 Weeks



4Weeks



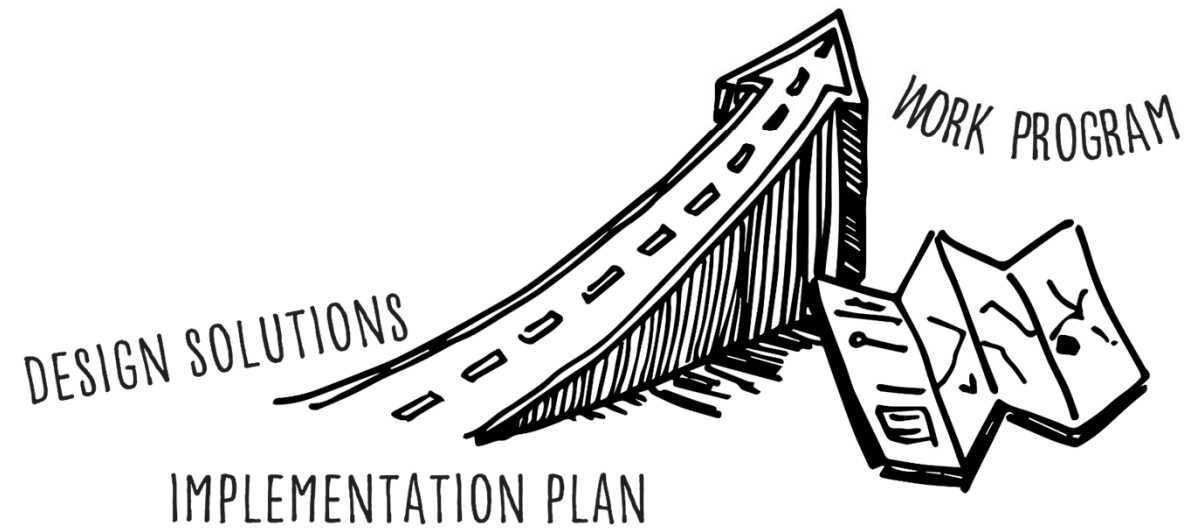
4Weeks

5Months





HOW DO WE GET THERE?



ACTION ITEM: FIRST FRIDAY

LEAD: Jennifer Hulse

PARTNERS: Gwen Tuck, Amy Orebaugh, Regan Hice, Darice Lewis

TIMELINE: A First Friday event will start in the spring of 2014: March, April, and May

FUNDING: To be determined

OBSTACLES: Coordination

STEPS:

1. Call Anne Arnold (find out Rome's First Friday dates).
2. Schedule a meeting with Anne to ask important questions about coordination and funding for First Friday events.
3. Determine schedule.
4. Talk to business owners about time and commitment.
5. Cost? Where do we go? (Create business?)
6. What kind of entertainment?
7. John Willis, Doug Kelly (sound?)

THANK YOU

Danny Bivins

Carl Vinson Institute of Government

dbivins@uga.edu

706.583.0856

<https://issuu.com/rsvpstudio/stacks>

Downtown Development Authorities

Financing Downtown Projects



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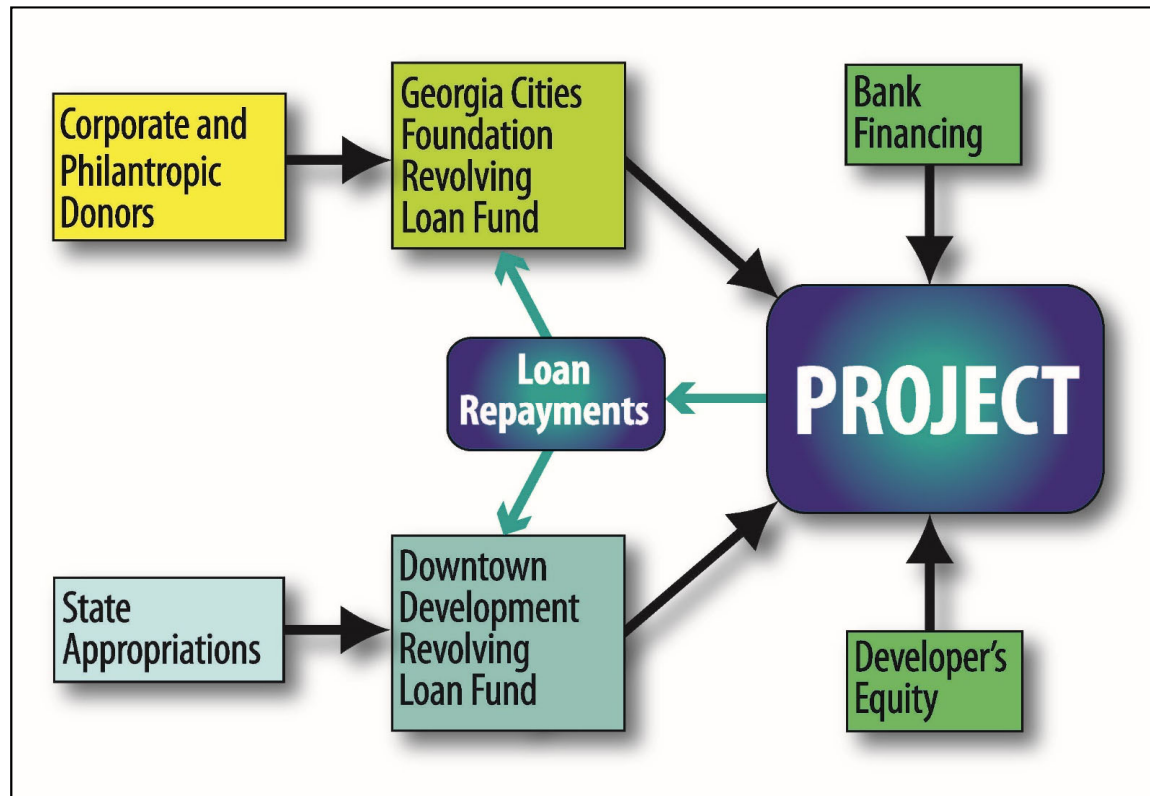
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124

Downtown Revolving Loan Fund Programs

- Georgia Cities Foundation
Revolving Loan Fund (GCF)
- State Downtown Development
Revolving Loan Fund (DD RLF)

The GCF / DD RLF Partnership at Work



GCF and DD RLF Programs

Loan Terms:

Maximum Loan Amount = \$200,000 - 250,000

Interest Rate: Below Market Rate (currently 2% - 3.5%)

Repayment Period: 15-year amortization (10-year term for GCF)

GCF and DD RLF Programs

Eligible Activities:

- Land and/or building acquisition
- Rehabilitation of existing building
- New construction
- Combinations

Ineligible Activities:

- Operating expenses
- Refinancing existing permanent loans
- Funding Local RLFs
- Streetscape and façade programs

GCF and DD RLF Programs

50-40-10 Financing Structure

Example:	Project Cost:	\$1,000,000
	Acquisition:	\$350,000
	Rehabilitation:	\$650,000

Conventional Financing (Bank):	\$500,000
Low-Interest Loan (GCF/DD RLF):	\$400,000
Owner/Developer's Equity:	\$100,000

GCF and DD RLF Programs

- DDA serves as conduit
- GCF/DDRLF provides a non-recourse loan to DDA with a simultaneous loan to developer/business owner
- GCF/DDRLF loans typically have a 2nd lien position behind senior lender (bank) and personal guarantees are typically required
- Eligibility considerations include project's alignment with downtown plan, potential project impacts, realistic budget, and applicant's business plan and credit.

Redevelopment Fund

- Annual set-aside of CDBG
- \$750,000 Maximum grant (up to 6% for Admin)
- Projects must alleviate a “slum or blighted” condition
- Eligible applicants: Non-entitlement local governments
- Eligible Activities:
 - Public infrastructure, public facilities
 - Loans to acquire and alleviate blighted buildings/facilities
 - Loan/lease payments may be capitalized into a local RLF

Georgia Opportunity Zones

Areas that are within or adjacent to a census block group with 15% or greater poverty where an enterprise zone or urban redevelopment plan exists.

Incentives

- New or existing businesses which create two or more jobs become eligible for maximum state job tax credit of \$3,500 per job.
- Credits can be taken against the business's income tax liability and state payroll withholding.

Rural Zones (RZ)

Targets rural downtown areas that have experienced varying levels of economic distress. Up to 10 Rural Zones will be designated each year to enable businesses and investors to obtain tax credits for qualified activities.

Eligibility

- Cities/counties with populations of 15,000 or less.
- Must demonstrate evidence of economic distress.
- Must have a master plan/strategic plan to guide private & public investment, and a feasibility study/market analysis identifying business activities that can be supported in the RZ.
- The program cannot be used in conjunction with any other state tax credit program.

Rural Zones (RZ)

Rural Zone Tax Credit Benefits

- \$2,000/year/FTE job created w/in the RZ for 5 years. At least 2 net, FTE jobs must be created and maintained in order to qualify for the job credits or any additional credits listed below.
- Up to \$125,000 credit (claimed over 5 years) for investing in the downtown area. Capped at 25% of the total investment cost, not to exceed \$25,000 in credits claimed over 5 years.
- Up to \$150,000 credit (claimed over 3 years) for rehabilitating structures in the downtown area. Capped at 30% of the total investment cost, not to exceed \$50,000 in credits claimed over the 3 years.

Rural Zones (RZ)

Designated Communities

- **2018 Communities** – Bainbridge, Commerce, Cornelia, Fitzgerald, Jonesboro, Nashville, Perry, Springfield, Toccoa
- **2019 Communities** – Avondale Estates, Greensboro, Hartwell, Hogansville, Jesup, Locust Grove, Monticello, Sylvester, Waycross
- **2020 Communities** – Adel, Douglas, Eatonton, Forsyth, Rossville, Villa Rica, Washington
- **2021 Communities** – Moultrie, Woodbury, Thomson, Hawkinsville, Hiawasse, Donalsonville, Leesburg, Colquitt, Stone Mountain, West Point
- **2021 Communities** – Lafayette, Cordele, Millen, Homerville, Thomaston, Lavonia, Cochran, Ringgold, Clayton, and Pelham



For More Information on
DCA Programs
(DD RLF, Redevelopment Fund & Opportunity Zones):
www.dca.ga.gov
(404) 679-4940

Project Profiles

Blue Ridge – Oyster Bamboo

Greensboro – Lake Country Brewing

Milledgeville – The Baldwin

Covington – Mystic Grill



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City of Blue Ridge

Oyster Bamboo Project



City of Blue Ridge

Oyster Bamboo Project

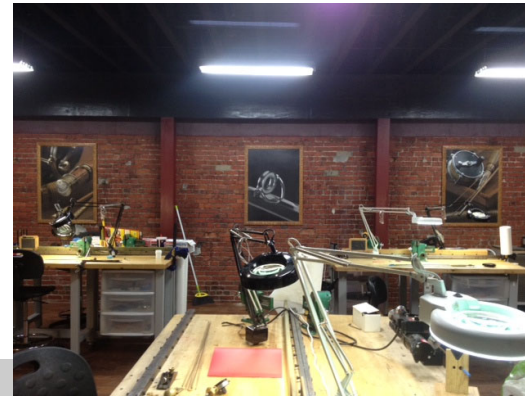
- Began as home-based business, then as a retail space in downtown Blue Ridge
- Due to business growth, owners constructed in-fill building on an abandoned lot during 2012



City of Blue Ridge

Oyster Bamboo Project

- Project Cost: \$597,500
- Bank/Private Loans: \$340,000
- GCF Loan: \$160,000
- Retail, Classroom / Workshop, Lodging (The Cast & Blast Inn)



City of Greensboro

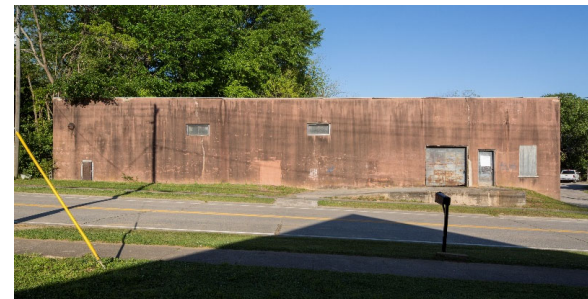
Oconee Brewing



City of Greensboro

Oconee Brewing

• SBA Loan:	\$1,466,382
• RDF Fund:	\$ 500,000
• GCF Loan:	\$ 250,000
• Borrower:	\$ 543,841
• City (In-Kind):	\$ 10,917
• <u>City (Cash):</u>	<u>\$ 9,000</u>
Total:	\$ 2,771,757



City of Greensboro

Oconee Brewing



City of Milledgeville

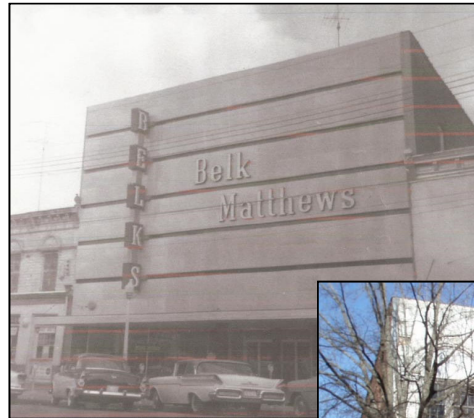
The Baldwin Project



City of Milledgeville

The Baldwin Project

- Constructed in 1903
- Formerly housed a Belk Matthews store
- Mixed-use loft development project completed in 2012
- 15 apartments & 2 commercial spaces



City of Milledgeville

The Baldwin Project

• Bank Loan:	\$1,277,500
• Redevelopment Fund:	\$ 500,000
• GCF Loan:	\$ 250,000
• DCA Loan:	\$ 250,000
• GCF2 Loan:	\$ 150,000
• Tax Credits:	\$ 759,448
• <u>Developer:</u>	<u>\$ 358,965</u>
Total:	\$3,545,953



City of Covington

The Mystic Grill Project



City of Covington

The Mystic Grill Project

- Bank Loan: \$ 845,000
 - GCF Loan: \$ 250,000
 - DDRLF Loan: \$ 250,000
 - Developer: \$ 450,000
- Total: \$1,795,000



City of Covington

The Mystic Grill Project



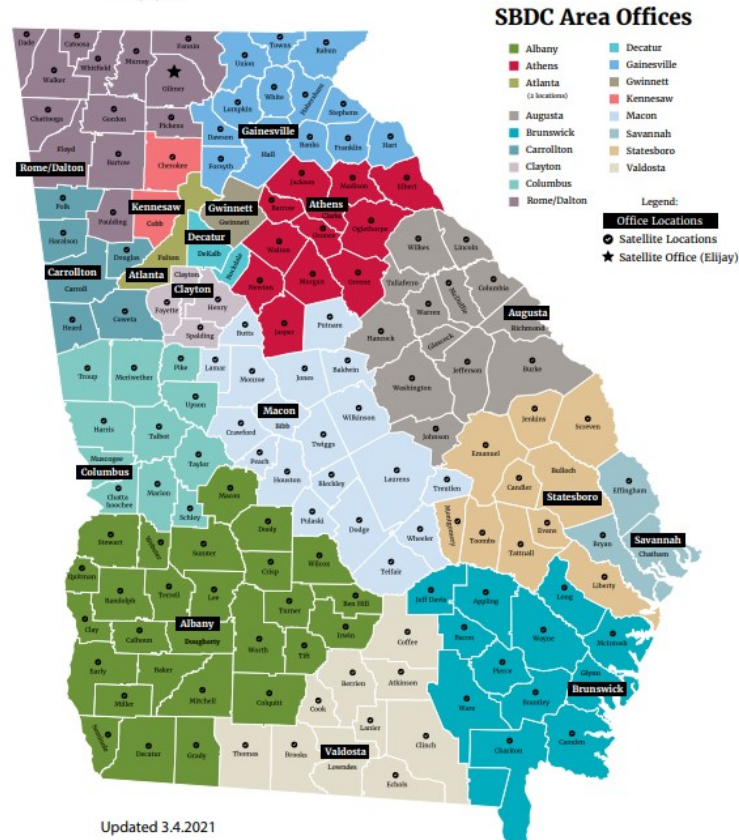
Available Resources

The Georgia Small Business Development Center (www.georgiasbdc.org) can help with:

- Developing and updating business plans
- Identifying sources of capital
- Setting up record-keeping systems and analyzing financial records
- Conducting specialized research geared to specific needs of the business-owner
- Creating marketing strategies and advertising campaigns
- Analyzing statistical and demographic data



Small Business Development Center UNIVERSITY OF GEORGIA



For More Information on
GCF Lending Program Contact:
Chris Higdon: (678) 651-1018
or visit:

www.georgiacitiesfoundation.org



Downtown Development Authorities

Historic Preservation Perspective for Downtown



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153

Who We Are

- A part of the Georgia Department of Community Affairs, we are the Georgia State Historic Preservation Office (SHPO)
- A dedicated staff with academic backgrounds and professional expertise in Archaeology, Architecture, History, Historic Preservation, Planning, Education, Geography and other related academic fields

Who We Are

- A part of the Georgia Department of Community Affairs, we are the Georgia State Historic Preservation Office
- 25 dedicated staff with academic backgrounds and professional expertise in Archaeology, Architecture, History, Historic Preservation, Planning, Education, Geography and other related academic fields
- Federally funded by the National Park Service, through revenue generated by off-shore oil leases
- Matching budget appropriations from the Georgia State Legislature

What We Do



- Carry out all federal and state mandated historic preservation activities
- Provide preservation education, training, and local technical assistance, and statewide support

Mission Statement

Our mission is to promote the preservation and use of historic places for a better Georgia







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HPD Program Focus

Tax Incentives



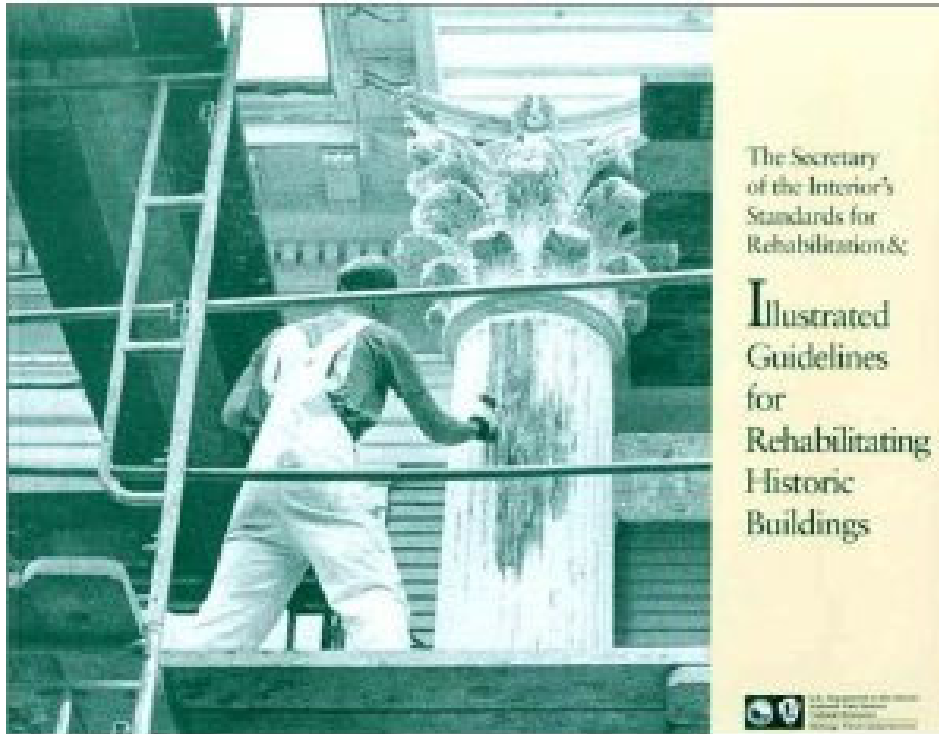
Certified Local Government



Tax Incentives

- Federal Rehabilitation Investment Tax Credit
- State Income Tax Credit for Rehabilitated Historic Property
- State Preferential Property Tax Assessment for Rehabilitated Historic Property





Tax Incentive Program Requirements

- Projects must meet some financial requirements to participate, such as meeting the "substantial rehabilitation test"
- Must execute the work in accordance with **Secretary of the Interior Standards for Rehabilitation** and Georgia Historic Preservation Division
- Only "certified historic structures-" meaning those listed in the National Register of Historic Places- are eligible

National Register= Potential for Rehabilitation Tax Projects

- The National Register currently includes **more than 2,100** listings in Georgia
- We receive **hundreds of applications** each year
- More than **84,000 historic properties** are **potentially eligible** for the historic rehabilitation tax incentive program



Federal Rehabilitation Investment Tax Credit

- Only “income producing” or commercial properties may be eligible
- Building must be used for income-producing purpose for at least 5 years after rehabilitation
- Valued at 20% of rehabilitation expenditures
- This is a credit, not a deduction: \$=\$ match in credit

Georgia Income Tax Credit for Rehabilitated Historic Property

Tax credits are valued at 25% of Qualified Rehabilitation Expenses for the following property types:

- 1) Primary residence (historic home), capped at \$100,000 per project, credit is allowed for the taxable year in which the certified rehabilitation is completed (sunsets at the end of 2024)
- 2) Income-producing property, capped at \$5 million per project, credit is allocated for a particular year subject to an annual aggregate program cap of \$25 million per calendar year (sunsets at the end of 2027)
- 3) Income-producing property, capped at \$10 million per project, credit is allocated for a particular year subject to an annual aggregate program cap of \$25 million per calendar year (sunsets at the end of 2027)

Georgia Preferential Property Tax Assessment for Rehabilitated Historic Property

- Both income producing and residential properties may be eligible
- Freezes property tax assessments for 8.5 years
- Assessment of rehabilitated property based on rehabilitated structure, the property on which the structure is located, and not more than 2 acres of real property surrounding the structure
- Requires action by both HPD and appropriate local county tax commission

Case Study



**Greystone
Apartments**

Rome, GA

Project Name:	Greystone Apartments
Location:	Rome, GA
Original Construction Year:	1933-1934 and 1936- 1937
Rehabilitation Year(s):	2013-2015
Estimated Rehabilitation Cost:	\$5,300,000
Estimated State Historic Preservation Tax Credit:	\$300,000

Case Study



Atlantic Greyhound Bus Station

Savannah, GA



Case Study



Commercial Storefront

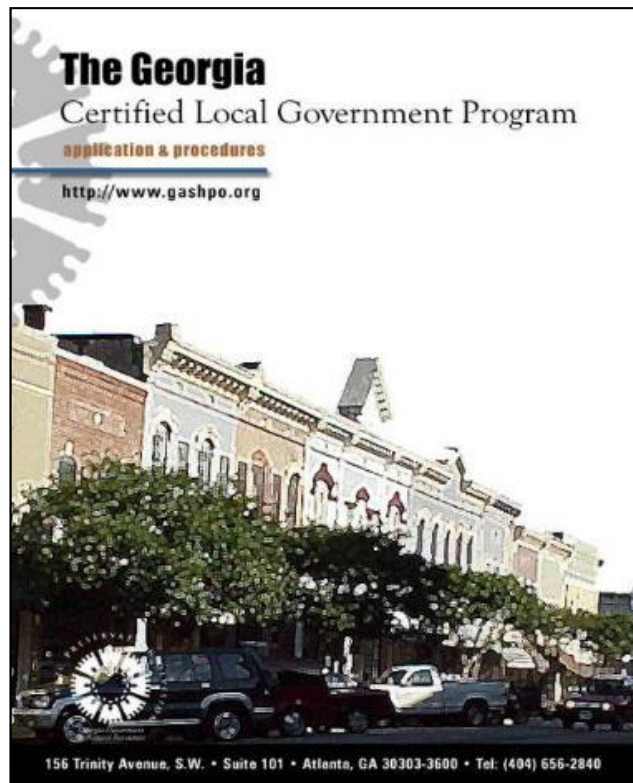
Atlanta, GA

Project Name:	Commercial Storefront
Location:	Atlanta, GA
Original Construction Year:	1927
Rehabilitation Year(s):	2014-2016
Estimated Rehabilitation Cost:	\$516,000
Estimated State Historic Preservation Tax Credit:	\$129,000

Economic Benefits

Table 2-2. Potential Fiscal Impact of Completed Projects on State and Local Governments: FY2011-FY2016				
Period	New State and Local Tax Revenue	New <u>Local</u> Tax Revenue	New <u>State</u> Tax Revenue	Estimated Potential Tax Credit
FY2011	\$1,439,075	\$696,085	\$742,990	\$3,725,361
FY2012	\$2,218,096	\$1,070,341	\$1,147,755	\$3,860,002
FY2013	\$2,558,317	\$1,237,468	\$1,320,849	\$5,254,397
FY2014	\$2,525,507	\$1,221,598	\$1,303,909	\$2,926,105
FY2015	\$2,983,392	\$1,443,079	\$1,540,313	\$5,273,220
FY2016	\$25,496,005	\$12,332,507	\$13,163,498	\$6,596,762
TOTAL	\$37,220,392	\$18,001,078	\$19,219,314	\$27,635,847

Certified Local Government Program

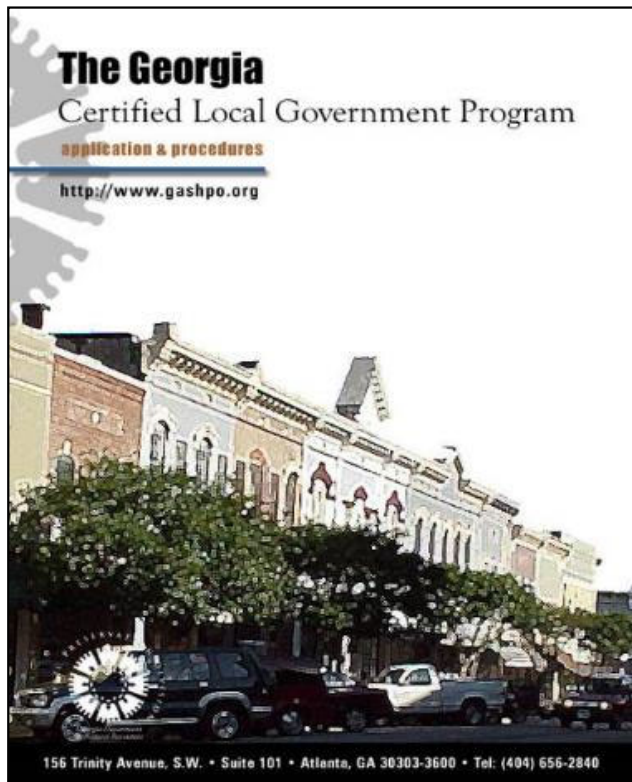


Partnership program between the local government, SHPO, and the National Park Service

Opportunities for technical assistance in historic preservation are available in the form of training sessions, information material, statewide meetings, workshops and conferences

Certified Local Governments are eligible for **preservation grants from HPD**

Certified Local Government Program

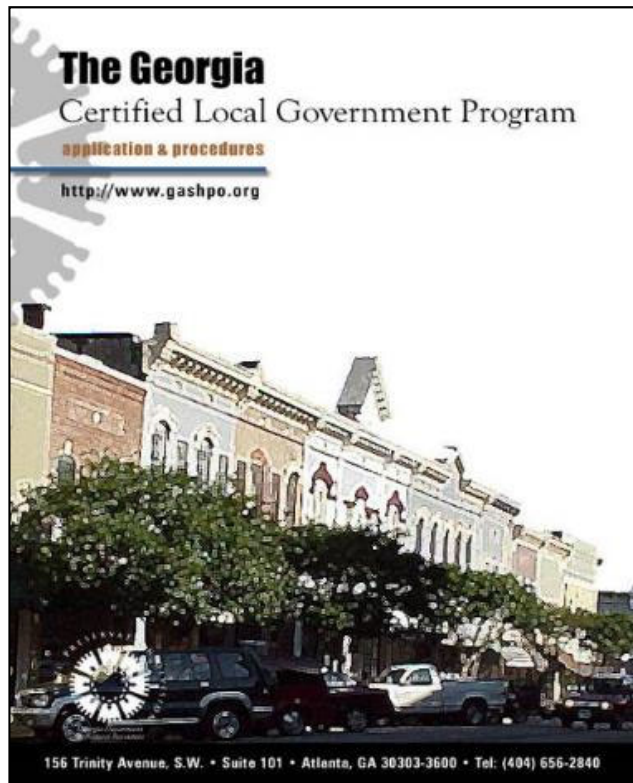


Georgia has **100 CLG Communities**

Woodbury most recently certified in
September 2021

Georgia ranks **first nationally** in the
highest number of CLG Communities

Certified Local Government Program



Program Requirements:

- Establish Historic Preservation Commission
- Enforce State and Local Legislation for Designation and Protection of Historic Properties
- Maintain a System for Survey and Inventory
- Provide for Public Participation

Certified Local Government Program Grants

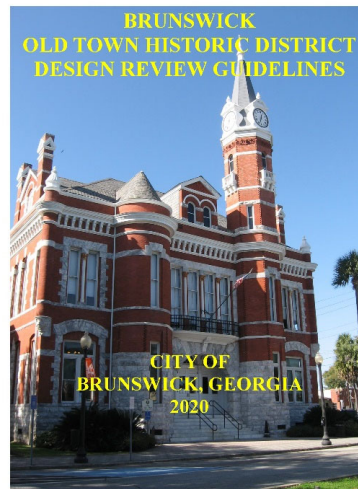
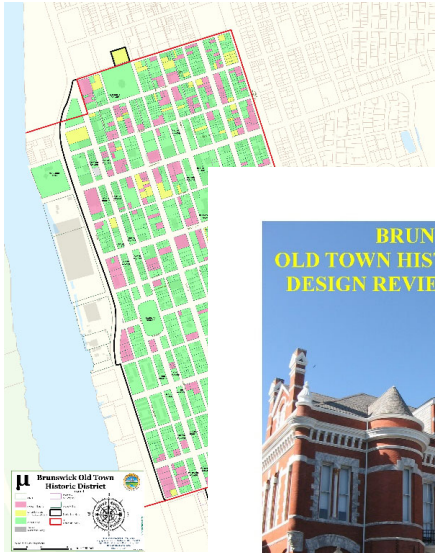


A local government is **eligible to apply for HPF/CLG federal historic preservation grant funds** that are available only to communities certified as CLGs.

In FFY2020, **more than \$103,000 in federal funds** were awarded to CLG's across Georgia

The HPF/CLG grants are **60/40 percent matching grant** and some of the 40 percent can be "in kind" match

Certified Local Government Program Grants



City of Brunswick

\$13,200

Updated design guidelines for
Old Town Historic District

Certified Local Government Program Grants



City of Hogansville

\$20,000

**Roof repair for the Historic
Royal Theatre**



Certified Local Government Program Grants



City of Greensboro
\$10,920
Historic audio
stations tour

Heritage Tourism



History can and should be used as a selling point for a community. The recognition of an area's historic resources can bring about neighborhood revitalization, increased and sustainable tourism, economic development through private investment, and citizenship building.

Heritage Tourism

- Heritage Tourism is a growing and increasing industry in Georgia
- Georgia's second largest industry statewide is tourism
- HPD partnered with the Georgia Department of Economic Development through a federal Preserve America grant to produce ***Heritage Tourism Handbook: A How-To-Guide for Georgia***, available on our website





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Invoice

August 31, 2023

Invoice Number: 43400

Ms. Jackie Yearwood
City of Franklin Springs
P.O. Box 207
Franklin Springs, GA 30639-0207

Project: 232651.002 Basic Engineering Services
City of Franklin Springs - 3.0 mgd Water Pollution Control Plant

Engineering services provided for design of plans and specifications for new 3.0 mgd water pollution plant for the City of Franklin Springs, in accordance with Agreement for Engineering Services dated June 15, 2023.

Engineering Services for the Period: January 9, 2023 to August 25, 2023

Construction Cost: 28,603,500.00
% of Construction Cost: 8.00
Billing Fee: 2,288,280.00

Phase	Phase Fee	% Complete	Fee Earned	Prior Billing	Current Fee
Design	1,716,210.00	5.00	85,810.50	0.00	85,810.50
Bid Negot/Contract Prep.	228,828.00		0.00	0.00	0.00
Construction Engineering	343,242.00		0.00	0.00	0.00
Total Fee	2,288,280.00		85,810.50	0.00	85,810.50

Total Invoice Amount

\$85,810.50

Unbilled Detail

Thursday, September 7, 2023

11:50:04 AM

Turnipseed Engineers

As of 9/7/2023

Employee	Comment	Date	Hours	Billing Status
City of Franklin Springs - 3.0 mgd Water Pollution Control Plant				
Project: 232651.002 Franklin Springs - WPCP / BASIC				
232651.002 Franklin Springs - WPCP / BASIC				
04 Design				
CD Computer Drafting				
Labor:				
CAYLOR	Caylor, Jacob	7/13/2023	6.00	B
	worked on flood and wetland map. worked on location map. worked on report map. worked on base map. franklin springs			
CAYLOR	Caylor, Jacob	7/14/2023	2.50	B
	worked on report maps. franklin springs			
CAYLOR	Caylor, Jacob	8/3/2023	3.50	B
	worked on report drawings. franklin springs			
CAYLOR	Caylor, Jacob	8/4/2023	3.00	B
	made photo map. worked on report maps. made flood and wetlands maps. franklin springs			
CAYLOR	Caylor, Jacob	8/7/2023	3.00	B
	worked on report drawings. franklin springs			
	Total Billable Labor		18.00	
	Total Labor		18.00	
	Total for CD		18.00	
COR Correspondence				
Labor:				
ADDENBROOK	Addenbrook, Alicia	5/10/2023	.50	B
	engineering agreement to David and Kenny			
CASE	Case, Amanda	8/4/2023	.50	B
	revise envrionmental review transmittals			
CASE	Case, Amanda	8/7/2023	1.00	B
	Prepare photos for hpd, format			
CASE	Case, Amanda	8/10/2023	3.00	B
	Transmit environmental review transmittals to cross cutting agencies, send hard copy to city via usps			
CASE	Case, Amanda	8/14/2023	1.00	B
	save emails sent, update admin how to, fill out spreadsheet			
CASE	Case, Amanda	8/15/2023	.50	B
	Discuss form with MM, transmit farmland conversion form to NRCS for environmental review			
CASE	Case, Amanda	8/22/2023	.50	B
	Assist EPD, received and logged environmental review response			
JOHNSTON	Johnston, Mary	4/26/2023	.50	B
	Prepared standard E/A for Franklin Springs WPCP and emailed to David for KEG's review and approval (used Social Circle E/A as sample per WDT) 4/26/23			
	Total Billable Labor		7.50	
	Total Labor		7.50	
	Total for COR		7.50	

Employee	Comment	Date	Hours	Billing Status
D Project Discussion/Meeting				
Labor:				
MCCRACKEN	McCracken, Michael	4/26/2023	.25	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	6/29/2023	.25	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	7/13/2023	1.25	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	7/20/2023	.50	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	7/25/2023	.50	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	7/27/2023	.50	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	8/17/2023	.25	B
	disc. w/ David			
MCCRACKEN	McCracken, Michael	8/24/2023	.50	B
	disc. w/ David			
MOODY R	Moody, Robert	7/25/2023	.25	B
	Discussing what is needed for survey in Franklin Springs.			
TYRE	Tyre, William	7/6/2023	.25	B
	Call with Kenny & Mr. Turnipseed			
	Total Billable Labor		4.50	
	Total Labor		4.50	
	Total for D		4.50	
DE Design				
Labor:				
MCCRACKEN	McCracken, Michael	7/31/2023	2.00	B
	site plan			
MCCRACKEN	McCracken, Michael	8/14/2023	2.25	B
	HGL			
MCCRACKEN	McCracken, Michael	8/15/2023	6.00	B
	HGL			
MCCRACKEN	McCracken, Michael	8/25/2023	2.00	B
	hydraulic grade line program			
TYRE	Tyre, William	6/29/2023	.50	B
	Discussion with Michael			
TYRE	Tyre, William	7/13/2023	1.50	B
	Design meeting with Michael			
TYRE	Tyre, William	7/20/2023	.50	B
	Teams meeting with Michael			
TYRE	Tyre, William	8/15/2023	.50	B
	Discussion with Michael			
TYRE	Tyre, William	8/16/2023	.50	B
	Grading			
TYRE	Tyre, William	8/17/2023	1.00	B
	Discussion with Michael about plans, permitting; coordinating 10% design meeting			
	Total Billable Labor		16.75	
	Total Labor		16.75	

Employee	Comment	Date	Hours	Billing Status
Total for DE			16.75	
M Client Meeting				
Labor:				
TYRE	Tyre, William	1/12/2023	2.00	B
	Meeting with industry			
Total Billable Labor			2.00	
Total Labor			2.00	
PS Project Supervision				
Labor:				
BRYAN K	Bryan, Kenneth	2/22/2023	.50	B
	Call from Rock Hill Poultry consulting engineer, follow-up			
BRYAN K	Bryan, Kenneth	3/2/2023	.50	B
	Follow-up to consultant inquiry			
BRYAN K	Bryan, Kenneth	3/7/2023	.25	B
	Status update, discussion w David			
BRYAN K	Bryan, Kenneth	3/13/2023	1.00	B
	Scope discussions w John Phillips and Kenny			
BRYAN K	Bryan, Kenneth	4/28/2023	.50	B
	File and log set-up, discussion			
FRITZ	Fritz, D. Wesley	3/20/2023	.50	B
	Cost est for lidar survey of site			
FRITZ	Fritz, D. Wesley	4/10/2023	1.00	B
	Downlod Lidar data and process base drawing			
FRITZ J	Fritz, Jillian	4/18/2023	.50	B
	Send Franklin Springs remote aerial invoice			
KOVALCHIK	Kovalchik, Cole	1/10/2023	1.00	B
	2023 Categorical Exclusions NONSI & EPD & Bid Procurement			
	Newspaper Tracking			
TURNIPSEED	Turnipseed, G. Ben	7/6/2023	1.00	B
	Franklin Springs - discuss scope w/Kenny			
TYRE	Tyre, William	1/9/2023	.50	B
	Scheduling in Liquid Planner			
TYRE	Tyre, William	1/10/2023	.25	B
	Scheduling in Liquid Planner			
TYRE	Tyre, William	1/23/2023	2.00	B
	Hatchery effluent information			
TYRE	Tyre, William	2/22/2023	2.50	B
	schedule with Kenny			
TYRE	Tyre, William	2/23/2023	.50	B
	Discussed Franklin Springs WPCP Schedule options with Kenny			
TYRE	Tyre, William	3/15/2023	3.50	B
	Schedule and cash flow timeline			
TYRE	Tyre, William	3/16/2023	1.50	B
	Schedule and cash flow timeline			
TYRE	Tyre, William	4/14/2023	.50	B
	Discussion with Cole about LP scheduling for Franklin Springs			
TYRE	Tyre, William	5/1/2023	1.00	B
	Engineering agreement, schedule, cost estimate			
TYRE	Tyre, William	5/2/2023	2.00	B
	Engineering agreement, schedule, cost estimate			

Employee	Comment	Date	Hours	Billing Status
TYRE	Tyre, William	5/18/2023	.50	B
	Gathering info for design			
TYRE	Tyre, William	7/25/2023	1.00	B
	Project discussion with Michael			
	Total Billable Labor		22.50	
	Total Labor		22.50	
	Total for PS		22.50	
SV Site Visit				
Labor:				
MOODY R	Moody, Robert	7/27/2023	3.50	B
	Getting pictures of areas of concern for Franklin Springs proposed WPCP plans.			
MOODY R	Moody, Robert	7/27/2023	.50	B
	Uploading pictures taken to folders that correspond to location of interest.			
MOODY R	Moody, Robert	7/27/2023	4.00	B
	Travel time to and back from Franklin springs for pictures of areas of concern.			
	Total Billable Labor		8.00	
	Total Labor		8.00	
	Total for SV		8.00	
	Total for 04		79.25	
	Total for 232651.002		79.25	
	Total for 232651.002		79.25	
	Total for City of Franklin Springs - 3.0 mgd Water Pollution Control Plant		79.25	
Final Totals			79.25	

Report Summary (Billing):

	Hours	Labor	Consultants:	Expenses:	Units:
Billable	79.25				



Typical USDA Schedule,
Expedite design

Expedited GEFA Schedule,
Expedite design



UNIVERSITY OF
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Agenda

Downtown Development Authority Training - Basic Virtual Training

Wednesday, November 8, 2023 – Day 1

- | | |
|-------------------|---|
| 8:30am – 9:00am | Welcome & Opener
<i>Jennifer Nelson, UGA's Carl Vinson Institute of Government</i> |
| 9:00am – 10:15am | DDA Foundations
<i>Tim Tanner, City Attorney, City of Valdosta</i>
<i>Coleman-Talley</i> |
| 10:15am – 10:30am | BREAK |
| 10:30am – 11:30am | DDA Foundations (continued) and DDA Operational Law
<i>Tim Tanner, City Attorney, City of Valdosta</i> |
| 11:30am – 11:45am | BREAK |
| 11:45am – 12:45pm | DDA Operational Law (continued)
<i>Tim Tanner, City Attorney, City of Valdosta</i> |
| 12:45pm – 1:00pm | Wrap-Up Day 1 & Learning Objectives for Day 2
<i>Jennifer Nelson, UGA's Carl Vinson Institute of Government</i> |

Thursday, November 9, 2023 – Day 2

- | | |
|-------------------|--|
| 8:30am – 9:00am | Review of Day 1 & Opener
<i>Jennifer Nelson, UGA's Carl Vinson Institute of Government</i> |
| 9:00am – 10:15am | Downtown Planning
<i>Danny Bivins, UGA's Carl Vinson Institute of Government</i> |
| 10:15am – 10:30am | BREAK |



UNIVERSITY OF
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Agenda

- 10:15am – 11:30am **Financing Downtown Projects**
Sadie Krawczyk, Managing Director, GeorgiaForward & Placemaking, GA Municipal Association
- 11:30am – 11:45am **BREAK**
- 11:45am – 12:45pm **Historic Preservation Perspective for Downtown**
Allison Asbrock, Director, Office of Community & Technical Services, GA Department of Community Affairs
- 12:45pm – 1:00pm **Wrap-up and Adjourn**
Jennifer Nelson, UGA's Carl Vinson Institute of Government



FRANKLIN SPRINGS CITY HALL

12-31-22 | 5-8 pm

- Food (additional cost)
(Chick-fil-A , Top Dawg Grillers, Kona Ice)
- Kid activities
- Fireworks to begin at 7:30

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ("**Agreement**"), made and entered into as of the date on which the last party hereto has executed this Agreement as evidenced by the date appearing opposite said party's signature hereto ("**Effective Date**"), by and between **CITY OF FRANKLIN SPRINGS DDA**, a municipal corporation and a political subdivision of the State of Georgia ("**Seller**"), and **AMELIA RENEWABLES, LLC**, a Delaware limited liability company ("**Purchaser**"), and joined in by First American Title Insurance Company (hereinafter referred to as "**Escrow Agent**").

Background Statement

A. Seller is the owner of that certain real property consisting of approximately 129.99 acres of unimproved real property lying and being in the 370th G.M.D., Franklin County, Georgia (Tax Parcel 058 103), as more particularly described on **Exhibit A** attached hereto (the "**Land**"), together with (i) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances that belong or appertain to the Land and are owned by Seller, including, without limitation, rights to all minerals, oil, gas and other hydrocarbon substances on and under the Land, as well as all development rights, air rights, water, water rights and water stock, if any, that pertain to the Land (collectively, "**Appurtenances**"), (ii) all buildings, structures and other improvements located on the Land, if any (collectively, "**Improvements**"), (iii) all maps, surveys, reports, studies and plans owned or held by Seller that pertain to the Land or the use thereof (collectively, "**Tangible Property**"), and (iv) all intangible property owned or held by Seller that pertains to the Land or to the use thereof, including, without limitation, all permits, authorizations, approvals, leases, licenses, rental contracts and agreements (collectively, "**Intangible Property**").

B. The Land, Appurtenances, Improvements, Tangible Property and Intangible Property are hereinafter collectively referred to as the "**Property**."

C. Seller desires to sell and Purchaser desires to purchase the Property pursuant to the terms and conditions set forth herein; and

D. The parties hereto desire to set forth the terms and conditions of their agreement with respect to the purchase and sale of the Property;

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) in hand paid by Purchaser to Seller, the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, the parties hereto hereby agree as follows:

The Agreement

Section 1. Purchase and Sale. Seller agrees to sell and convey the Property unto Purchaser, and Purchaser agrees to purchase the Property from Seller, all on the terms and conditions set forth.

Section 2. Purchase Price. The purchase price for the Property shall be the sum of One Million Forty Thousand and No/100 Dollars (\$1,040,000.00). At the closing of the purchase and sale hereunder (the "**Closing**"), the purchase price, subject to the prorations and expenses of sale identified herein, shall be paid by funds immediately available in Atlanta, Georgia designated by Seller.

Section 3. Earnest Money. Within three (3) business days after the full execution and delivery hereof by both parties hereto, Purchaser shall deliver to Escrow Agent by wire transfer or check one thousand dollars and No/100 Dollars (\$1,000), as earnest money (the "**Earnest Money**"). Escrow Agent shall hold the Earnest Money in an interest-bearing account as increased pursuant to Section 4.3 below, at an FDIC insured commercial bank and shall disburse the Earnest Money as provided herein.

Section 4. Inspection Period.

4.1 Purchaser, its agents, employees, independent contractors and representatives shall have the right at any time and from time to time prior to Closing to enter the Property for the purpose of conducting tests and examinations (including soil borings), surveying and otherwise examining the physical and topographical nature of the Property. Notwithstanding any provision contained in this Agreement to the contrary, in the event that Purchaser notifies Seller and Escrow Agent at any time during the period which ends on the date which is one hundred twenty (120) days from the date of this Agreement (said 120-day period, as the same may be extended, is herein referred to as the "**Inspection Period**") that the results of Purchaser's inspection and examination of the Property have not been satisfactory, in the sole and absolute discretion of Purchaser, the Earnest Money less the sum of One Hundred and No/100 Dollars (\$100.00), which Escrow Agent shall pay to Seller in consideration of entering into this Agreement, shall be immediately delivered by Escrow Agent to Purchaser and this Agreement shall terminate and no party shall have any further rights, duties or obligations hereunder. In the event that Purchaser fails to so notify Seller and Escrow Agent of its decision to terminate this Agreement prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived its right of termination set forth in this Section 4.1.

4.2 Purchaser agrees that it will repair any damage to the Property resulting from surveys, tests and inspections performed in accordance herewith if Purchaser does not purchase the Property, exclusive of normal wear and tear and customary effects of the surveys, tests and inspections. Purchaser shall also defend, indemnify and hold harmless Seller from and against any and all loss, cost, damage, expense or liability arising out of Purchaser's activities on the Property and/or the cost thereof, or out of any negligence or willful misconduct of Purchaser in performing the surveys, tests and inspections contemplated hereby, provided that, without expanding by implication the scope of the foregoing indemnity, the foregoing agreement to indemnify and hold

harmless shall not apply to any loss, cost, damage, expense or liability arising out of or related to (i) any condition upon or under the Property not caused by Purchaser, (ii) any violation of law existing with respect to the Property not caused by Purchaser, or (iii) the negligence or willful misconduct of Seller or its shareholders, officers, directors, employees, agents or contractors. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

Section 5. Covenants, Warranties and Representations of Seller. Seller covenants, represents and warrants to Purchaser, both as of the date hereof and as of the date of Closing, as follows:

5.1 Within three (3) business days after the date hereof, Seller agrees to deliver to Purchaser photocopies of (a) all environmental reports, soil reports, utility letters, site plans and surveys relating to the Property, (b) all documents evidencing the zoning classification of the Property, and all conditions and restrictions with respect to such zoning, (c) a complete copy of Seller's title insurance policy for the Property, (d) a complete copy of Seller's most current survey of the Property, and (e) complete copies of all other documents, instruments and reports within Seller's possession or control that affect or relate to the Property, including, without limitation, all leases, engineering studies and geotechnical reports (collectively "**Seller's Due Diligence**").

5.2 Seller has all necessary power and authority to execute, deliver and perform this Agreement and to complete the transaction provided for herein and any required consents from third parties to Seller's execution, delivery or performance of this Agreement have been obtained.

5.3 No person, firm or entity has any rights in or rights to acquire all or any part of the Property, and there is no outstanding agreement to sell all or any part of the Property to any other person, firm, or entity.

5.4 Seller is not a party to any litigation, investigation or other proceeding, nor to the knowledge of Seller is any such litigation, investigation or proceeding threatened which relates to the Property or Seller's right to sell the Property.

5.5 Seller has no knowledge of any pending, threatened or contemplated condemnation proceedings affecting the Property.

5.6 So long as this Agreement is in effect, Seller will not make, create or allow any transfer, lien, lease, encumbrance, easement, restriction, reservation, contractual or other right, license or interest involving the Property or any part thereof, or act in such a way as would deprive or hinder Seller from transferring the Property to Purchaser in accordance with the terms and conditions of this Agreement.

5.7 There are no existing assessments which are due and unpaid and Seller has no knowledge of any pending special assessments against the Property.

5.8 Seller has not used, and to the best of Seller's knowledge, no portion of the Property has ever been used as a landfill or as a dump to receive garbage, refuse, waste, or fill

material whether or not hazardous, and there are and have been no Hazardous Substances (as hereinafter defined) stored, handled, installed, released or disposed in, on or about the Property or any other location within the vicinity of the Property. As used in this Agreement, the term "**Hazardous Substances**" means such materials, waste, contaminates or other substances defined as toxic, dangerous to health or otherwise hazardous by reference to the following sources as amended from time to time: (i) the Resource Conservation and Recovery Act of 1976, 42 USC §6901 *et seq.* ("**RCRA**"); (ii) the Hazardous Materials Transportation Act, 49 USC §1801, *et seq.*; (iii) the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC §9601 *et. seq.* ("**CERCLA**"); (iv) applicable laws of the jurisdiction where the Property is located, and (v) any federal, state or local statutes, regulations, ordinances, rules or orders issued or promulgated under or pursuant to any of those laws or otherwise by any department, agency or other administrative, regulatory or judicial body.

5.9 Seller has no notice of and is not aware of any violations of any laws, ordinances, orders, restrictive covenants or other requirements affecting the Property.

5.10 At Closing, Seller shall convey to Purchaser by limited warranty deed ("**Deed**") good and marketable fee simple title to the Property, insurable as such by an American Land Title Association title insurer chosen by Purchaser at standard premium rates on an ALTA Form B-1970 owner's policy of title insurance, free and clear of all liens, easements, restrictions, encumbrances or other limitations, other than ad valorem taxes not yet due and payable and items shown in Purchaser's title insurance commitment that are not removed or cured or required to be removed or cured pursuant to the terms of Section 8 hereof (hereinafter referred to as the "**Permitted Exceptions**").

5.11 Without limitation, from the Effective Date to the Closing Date or earlier termination of this Agreement, Seller shall not do, suffer or permit, or agree to do, either of the following: (i) sell, encumber or grant any interest in the Property or any part thereof in any form or manner whatsoever; or (ii) enter into, amend, waive any rights under, terminate or extend any document or instrument affecting the Property without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed.

5.12 The Property is free of any right of possession or claim of right of possession of any party other than Seller, and there are no leases or occupancy agreements currently affecting any portion of the Property. Seller will not further sell, encumber, convey, assign, pledge, lease or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor restrict the use of all or any part of the Property, nor take or cause or allow to be taken any action in conflict with this Agreement at any time between the Effective Date and (x) Closing, or (y) the earlier termination of this Agreement pursuant to its terms. Seller additionally hereby represents and warrants that no rights of first refusal or similar agreements exist in connection with the Property that would in any way interfere with Purchaser's ability to purchase the Property as provided herein, or that are in any way in contravention of the spirit and intent of this Agreement.

5.13 Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any

judgment, order, writ, injunction or decree issued against or imposed upon it, or will result in a violation of any applicable law, order, rule or regulation of any governmental authority. There is no action, suit, proceeding or investigation pending or threatened that creates a lien or that would become a cloud on the title to the Property or any portion thereof or that questions the validity or enforceability of the transaction contemplated by this Agreement or any action taken pursuant hereto in any court or before or by any Federal, district, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality. Seller agrees to indemnify, defend (with counsel satisfactory to Purchaser) and hold harmless Purchaser, its employees, officers, shareholders, attorneys, directors, agents, contractors, assigns and successors-in-interest, from any claims, liabilities or other actions that may arise as a result of the entering into this Agreement by Purchaser with Seller.

5.14 Seller has no knowledge of, nor has Seller received any notice of, any actual or threatened action, litigation, or proceeding by any organization, person, individual or governmental agency (including governmental actions under condemnation authority or proceedings similar thereto) against the Property or Seller, nor has any such organization, person, individual or governmental agency communicated to Seller anything that Seller believes to be a threat of any such action, litigation or proceeding.

5.15 Seller has received no notice of and has no knowledge of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon.

Section 6. Conditions. The obligation of Purchaser to close the purchase and sale of the Property is subject to the following conditions (the "**Conditions**"):

(a) The timely performance by Seller of each and every obligation imposed upon Seller; and

(b) The truth and accuracy as of the date hereof and as of the date of Closing, of each and every warranty and representation made by Seller.

(c) There occurring, between the date hereof and the date of Closing, no material adverse change in the physical condition of the Property, the zoning status of the Property, or in any other aspect of the Property, including, without limitation, the imposition of any moratorium by any governmental or quasi-governmental authorities which threatens to impede, impair, prohibit or delay the development and construction of Purchaser's intended improvements on the Property.

Anything to the contrary contained herein notwithstanding, in the event that any of the foregoing Conditions are not satisfied at Closing, Purchaser, in Purchaser's sole discretion, shall either (x) waive the such unsatisfied Conditions and proceed with the Closing; or (y) terminate this Agreement, in which case the Escrow Agent shall promptly return the Earnest Money (as may be increased pursuant to Section 9.1 below) to Purchaser, and no party shall have any further rights, duties or obligations hereunder; provided, however, if Purchaser exercises the right described in

clause (y) due to a failure of the Conditions in Sections 6(a) or 6(b) above, Purchaser shall have the right to pursue all rights and remedies provided for in this Agreement.

Section 7. Survey. During the Inspection Period, Purchaser shall have the right to obtain a current survey of the Property, prepared and certified by a Georgia Registered Land Surveyor, which survey (the "**Survey**") shall depict the respective boundaries of the Property and show the acreage thereof calculated to the nearest one-thousandth of an acre. If the Survey shows any encroachment onto any easements or lands of others, or shows violations of any restrictions, covenants or applicable governmental regulations, Purchaser shall notify Seller of such matters within the Inspection Period, which matters shall constitute and be treated as a title defect, such that Seller shall have the right, but not the obligation, to cure such matters within the time period and in the manner set forth with regard to title defects. The legal description contained in the Deed from Seller to Purchaser shall contain a legal description of the Property, respectively, prepared in accordance with the Survey, if any. If Purchaser obtains a Survey, Purchaser shall provide a copy of same to Seller.

Section 8. Title Objections. Within three (3) business days from the date of this Agreement, Seller shall deliver to Purchaser copies of Seller's existing title insurance policy and most recent survey of the Property, if any. Within the Inspection Period, Purchaser shall obtain an owner's title insurance commitment with respect to the Property and shall provide Seller with a written statement of objections to or defects in Seller's title to the Property, if any. Any matters affecting title to the Property which are described in such title commitment but which are not objected to by Purchaser within said Inspection Period shall be deemed to have been approved by Purchaser and shall automatically be deemed to be additional Permitted Exceptions. In the event that Purchaser notifies Seller of any objections to or defects in Seller's title within said Inspection Period, Seller shall, within fifteen (15) days of Seller's receipt of such notice from Purchaser, notify Purchaser in writing whether or not Seller will remove and discharge such title objections prior to or at Closing. If Seller notifies Purchaser that it will not remove and discharge any such title objections or defects, then, at the option of Purchaser, (a) Purchaser may cure or remove such objection or defect at or prior to Closing if such objections is a deed to secure debt, mechanic's or materialman's lien or other monetary lien (and Closing shall be postponed, if necessary, for a reasonable time in order to permit Purchaser to effect such cure or removal) and the cost of such cure or removal shall be applied as a credit against the purchase price of the Property, (b) Purchaser may terminate this Agreement, whereupon the Earnest Money shall be immediately delivered by Escrow Agent to Purchaser, or (c) Purchaser shall have the right to waive in writing any objection to or defect in Seller's title, and to close the purchase and sale subject to such waived objection or defect without any deduction in the purchase price. Notwithstanding anything to the contrary herein, Seller will cure, remove and cancel all Removable Monetary Encumbrances at or before Closing, regardless of whether Purchaser objects to such items. For purposes of this Agreement, "**Removable Monetary Encumbrances**" shall mean (a) mortgages, deeds of trust, deed to secure debt and similar security interests, liens or encumbrances upon the Property, (b) mechanics' or materialmen's liens filed against the Property prior to Closing and (c) any other lien or other monetary encumbrance that encumbers the Property, and that may be removed by the payment of a sum certain, such as (without limitation) judgment liens, tax liens and the like. If any title exceptions or survey matters are disclosed by updates of Purchaser's title insurance commitment and/or Survey or other title "date-

downs" that affect the Property, Purchaser may after the discovery thereof notify Seller, in which event Seller shall promptly employ its good faith reasonable efforts to procure a cure for same, as required above, and upon the failure of Seller to effectuate a cure, then Purchaser may elect any of the options set forth in subclauses (a), (b) and (c) above, or if such title or Survey matter has arisen in connection with any default by Seller under this Agreement, any other right or remedy that Purchaser may have under this Agreement. Nothing contained herein or in any title objection letter that Purchaser may give Seller will waive or limit (i) Purchaser's rights to object to title objections or defects appearing of record after the effective date of Purchaser's title commitment, or (ii) Purchaser's remedies in the event of a breach by Seller of its obligations as set forth in Section 5 hereof.

Section 9. Closing.

9.1 The Closing shall be held on the thirtieth (30th) day after the expiration of the Inspection Period (as may be extended) or on such earlier date as may be specified by Purchaser ("**Closing Date**"); provided, however, that Purchaser shall have the right to extend the Closing Date for up to nine (9) successive periods of one (1) month each, in each case by delivering notice of such extension to Seller and Escrow Agent at least ten (10) days prior to the otherwise effective Closing Date, and depositing additional Earnest Money of Five Thousand and 00/Dollars (\$5,000) for each extension. Such additional Earnest Money shall be non-refundable but applicable to the Purchase Price at Closing. Upon deposit of each such \$5,000 sum, the meaning of the term "Earnest Money" hereunder shall be deemed to include each such \$5,000 sum. Unless the parties otherwise agree in writing, the Closing shall be conducted through a customary escrow arrangement with the Title Company and, on or before the Closing Date, the Seller shall deliver to the Title Company or Purchaser the documents listed in Section 9.2 and the Purchaser shall deliver to the Title Company the funds described in Section 9.6.

9.2 At the Closing, Seller shall execute and deliver to Purchaser:

(a) The Deed in recordable form conveying to Purchaser good and insurable fee simple title to the Property, free and clear of all liens, encumbrances, restrictions, and easements, except for the Permitted Exceptions;

(b) An owner's affidavit in form and substance satisfactory to permit the issuance to Purchaser of an owner's title insurance policy ALTA Form B-1970 or equivalent, committing to insure at standard rates the title to be delivered to Purchaser pursuant to this Agreement, free and clear of all liens, encumbrances, restrictions, and easements whatsoever, except for the Permitted Exceptions;

(c) An affidavit by the Seller stating, under penalty of perjury, Seller's United States taxpayer identification number and stating that Seller is not a foreign person, pursuant to Section 1445(b)(2) of the Internal Revenue Code;

(d) An affidavit as contemplated by O.C.G.A. Section 48-7-128(a). In the absence of such an affidavit, Purchaser shall withhold from the purchase price the amount required

under O.C.G.A. Section 48-7-128(b) or (c) as applicable, and shall remit such amount to the Georgia Department of Revenue; and

(e) Such additional instruments and documents as may be reasonably required by Purchaser's title insurer to vest in Purchaser completely full rights in and to the Property.

9.3 At the Closing, the Property ad valorem taxes for the calendar year in which the Closing occurs shall be prorated as of the date of Closing based upon the most recent tax bills. If at the time of Closing, the Property is subject to or affected by any assessment, whether or not then due and payable, all such unpaid assessments shall be deemed then due and payable for purposes of this Agreement and shall be paid by Seller at Closing. If increased taxes are, after Closing, determined to be due for the year in which Closing occurs, then each party shall be obligated for the payment of its pro rata share of such additional taxes. If increased taxes are, after Closing, determined to be due for any year prior to the year in which Closing occurs, Seller shall be obligated for the payment of such additional taxes. If the proration at Closing is based on tax assessments and bills covering a tax parcel that is larger than but includes the Property, then the portion of such tax bills pertaining to the Property shall be determined by allocation on a per-acre basis, with appropriate allocation of taxes attributable to improvements on the assessed parcel based upon the location of same on the parcel (so that Purchaser pays no taxes attributable to improvements that are not located on the Land). If the Property is subject to any so-called "rollback" tax or other tax pursuant to which real estate taxes for prior years may be increased as a result of a change of ownership, change of use or change in zoning of the Property, then Seller shall be obligated for the payment of such additional taxes. If any errors or omissions are made regarding adjustments and prorations pursuant to this Section, the parties shall make the appropriate corrections promptly upon the discovery thereof. If any estimates are made at the Closing regarding adjustments or prorations, the parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. The provisions of this Section shall survive the Closing and the delivery of the Deed.

9.4 At the Closing, Seller shall pay the Georgia transfer tax imposed on the Deed and all recording fees (other than recording fees for the Deed, which shall be paid by Purchaser). Purchaser shall pay the cost of the Survey, its title insurance premium, its title exam costs in connection with Purchaser's title insurance policy and all other costs related to Purchaser's inspection of the Property. Purchaser and Seller will each pay all other respective costs incurred by them in connection with this transaction, including the fees of their respective attorneys. Purchaser and Seller agree to split any and all escrow fees charged by Escrow Agent.

9.5 Possession of the Property shall be delivered to Purchaser at the Closing.

9.6 At the Closing, Purchaser shall deliver to Seller the funds and other documents and instruments evidencing payment of the purchase price as described herein.

9.7 The Earnest Money shall, at Purchaser's option, either be delivered by Escrow Agent to Seller at Closing and applied at Closing as a credit against the purchase price, or returned to Purchaser at Closing.

9.8 At the Closing, the parties shall each execute a closing statement reflecting the closing disbursements and other financial aspects of the transaction and such other documents as may be necessary or appropriate to consummate the transaction contemplated by this Agreement.

Section 10. Casualty and Condemnation. If, at any time prior to Closing, any casualty caused material damage to the Property or any action or proceeding is filed, or threatened, under which the Property, or any portion thereof may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, then at the option of Purchaser:

(a) This Agreement shall be null and void and the Earnest Money (as may be increased pursuant to the terms hereof) shall be returned to Purchaser; or

(b) This Agreement shall remain in full force and effect and Seller, at the time of Closing hereunder, shall transfer and assign to Purchaser all of the Seller's right, title and interest in and to any proceeds received or which may be received by Seller by reason of such casualty or such taking (or a sale in lieu of such taking), said option to be exercisable by Purchaser by delivering to Seller written notice of such exercise on or before the fifteenth (15th) day following the date on which Purchaser receives written notice from Seller that such casualty has occurred or such action or proceeding has been filed or is threatened. Should said fifteen-day period extend beyond the date of Closing, as herein provided, Purchaser shall have the right to extend the date of Closing, to allow Purchaser the full fifteen (15) days provided by this Section 10 in which to exercise its option under this Section 10.

Section 11. Default and Remedies.

11.1 The Earnest Money shall be held and disbursed by Escrow Agent as herein provided.

11.2 If the Closing does not occur by reason of Seller's inability, failure or refusal to perform its obligations hereunder, or because any warranty or representation made herein by Seller proves untrue in any material respect or because any condition to Purchaser's obligation to close the purchase of the Property has not been timely satisfied, then, upon written notice by Purchaser of such occurrence to Escrow Agent, the Escrow Agent shall deliver the Earnest Money to Purchaser and, in the event of a Seller default, Purchaser, as Purchaser's sole and exclusive remedy, shall have the right to seek specific performance of Seller's obligation hereunder; provided, however, if specific performance is not available due to Seller's acts or omissions, Purchaser shall have the right to sue Seller for damages.

11.3 If the Closing does not occur by reason of Purchaser's default in its obligations hereunder, then, upon written notice by Seller of such occurrence to the Escrow Agent, the Escrow Agent shall deliver the Earnest Money to Seller as full liquidated damages and as Seller's sole and exclusive remedy for Purchaser's default, it being agreed and understood that it is impossible to estimate more precisely the damages which may be suffered by Seller upon Purchaser's default and

that the Earnest Money is the parties' best, good faith estimate of such damages. Seller waives any right to sue Purchaser for damages or for specific performance.

11.4 If this Agreement shall be terminated by the mutual written agreement of Seller and Purchaser, or if Escrow Agent shall be unable to determine at any time to whom the proceeds should be paid, as the case may be, or if a dispute shall develop between Seller and Purchaser concerning to whom the Earnest Money should be delivered, or to whom the proceeds thereof should be paid, as the case may be, then in any such event, Escrow Agent shall deliver the Earnest Money in accordance with the joint written instructions of Seller and Purchaser. In the event that such written instructions shall not be received by Escrow Agent within ten (10) days after Escrow Agent has served a written request for such instruction upon Seller and Purchaser, then Escrow Agent shall draw upon the Earnest Money and pay the proceeds thereof, into a court of competent jurisdiction and interplead Seller and Purchaser in respect thereof, and thereafter Escrow Agent shall be discharged of any further obligations in connection with this Agreement.

11.5 If costs or expenses are incurred by Escrow Agent because of litigation or a dispute between Seller and Purchaser, Seller and Purchaser shall each pay Escrow Agent one-half of Escrow Agent's reasonable costs and expenses. Except for such costs and expenses, no fee or charge shall be due or payable to Escrow Agent for its services under this Agreement.

11.6 Escrow Agent undertakes only to perform the duties and obligations imposed upon it under the terms of this Agreement and does not undertake to perform any of the covenants, terms and provisions applicable to Seller and Purchaser.

11.7 Purchaser and Seller acknowledge and agree that Escrow Agent has accrued no liability except for gross negligence or willful misconduct; that Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

Section 12. No Brokers. Seller and Purchaser each represent and warrant to the other that they have not dealt with any brokers or finders in connection with the purchase and sale or the development of the Land and that no broker or person is entitled to any commission or finder's fee in connection with the purchase and sale of the Property. Seller and Purchaser each agree to indemnify and hold harmless the other party against any loss, liability, damage, cost, claim or expense incurred by the indemnified party by reason of any brokerage fee, commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party. The provisions of this Section 12 shall survive Closing.

Section 13. Survival. None of the warranties, representations, covenants, terms, and conditions set forth in this Agreement shall be merged into the documents executed and delivered at Closing. Instead, all representations, covenants, terms, conditions, and warranties contained in this Agreement shall survive the Closing for a period of one (1) year. Purchaser shall have no right to sue Seller for any breach of representation or warranty unless Purchaser provides Seller with written notice of such claim within one (1) year from the date of Closing.

Section 14. Miscellaneous.

14.1 This Agreement embodies the entire agreement between the parties and cannot be waived or amended except by the written agreement executed by Purchaser and Seller, it being expressly agreed that this Agreement supersedes all prior agreements between the parties.

14.2 Time shall be of the essence of this Agreement.

14.3 Any notice required or permitted to be delivered hereunder shall be in writing, signed by the party giving such notice or its attorney at law and shall be deemed to be delivered, whether or not actually received: (a) when the same has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom such notice is sent, (b) when personally delivered by nationally-recognized overnight courier service or other messenger, or (c) when transmitted by email, provided that, for delivery pursuant to this clause (c), a copy is also sent pursuant to either clause (a) or (b) above. For purposes of notice, the addresses of the parties, until changed as hereinafter provided, are as follows:

Seller: City of Franklin Springs DDA
Attention: Levy Moore
E-Mail: levy.moore@cityoffranklinsprings.com

Purchaser: Amelia Renewables, LLC
c/o Chesapeake Utilities Corporation
500 Energy Ln, Suite 100
Dover, DE 19904
Attention: Justin Stankiewicz, Dir. of Development
E-Mail: JStankiewicz@chpk.com

with a copy to: Amelia Renewables, LLC
Chesapeake Utilities Corporation
c/o Chesapeake Utilities Corporation
500 Energy Ln, Suite 100
Dover, DE 19904
Lindsay B. Orr
AVP, Associate General Counsel
E-Mail: LOrr@chpk.com

With a copy to: Eversheds Sutherland (US), LLP
999 Peachtree Street, NE – Suite 2300
Atlanta, GA 30309
Attention: Michael G. Kerman
E-Mail: michaelkerman@eversheds-sutherland.com

Escrow Agent: First American Title Insurance Company

3455 Peachtree Road NE - Suite 675
Atlanta, GA 30326
Attention: Jon D. Uhler
E-Mail: juhler@firstam.com

The parties hereto shall have the right from time to time to change their respective addresses by giving at least five (5) days' notice of such change to the other parties.

14.4 Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their heirs, executors, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.

14.5 This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

14.6 This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, successors-in-title and assigns. Purchaser shall have the right to assign Purchaser's right, title and interest in the Agreement to any person or entity without Seller's consent.

14.7 This Agreement and all rights, duties and responsibilities hereunder shall be interpreted and construed in accordance with the laws of the State of Georgia.

14.8 If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

SELLER:

Date of Execution by Seller:

CITY OF FRANKLIN SPRINGS DDA

May 11, 2022

By: Lenny D. Moore
Name: Lenny D. Moore
Title: Chairman

[SEAL]

Date of Execution by Purchaser:

PURCHASER:

AMELIA RENEWABLES, LLC

May 12, 2022

By: _____
Name: Kevin McCrackin
Title: AVP

[SEAL]

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name: Jon D. Uhler
Title: Vice President

EXHIBIT A

Legal Description of Land

All that tract or parcel of land, with improvements thereon, lying and being in the 370th G.M.D., Franklin County, Georgia, **CONTAINING 129.99 ACRES**, more or less, lying on the East right-of-way of Bryant Park Road aka S.R. #327, and the East right-of-way of Campbell Ridge Road, and being more particularly described in a Plat of Survey for Louise D. Gast, Thomas D. Bryant, Sr., and Scott P. Bryant, as prepared by W. Slate Bauknight, Bauknight & Associates, Inc. Land Surveying, dated December 10, 2018, and recorded in Plat Book 30, Page 631, Franklin County, Georgia. The description as contained therein being incorporated herein by reference.

This is the same property as conveyed by Executors' Deed from the Estate of Kate B. Bell to W.B. Bryant for Life, with remainder to Frank Bryant, III, John Bryant, Thomas Bryant, and Scott Bryant, dated December 15, 1986, and recorded in Deed Book 253, Pages 350-351, Franklin County Records. W. B. Bryant passed away March 25, 2003.

REAL ESTATE PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into by and among, **FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY** (herein called "Seller") and **ROCK HILL POULTRY, LLC**, a Georgia limited liability company (herein collectively called "Purchaser") and only with respect to Sections 4 and 9 of this Agreement, **Avison Young**, (herein called "Broker"). The effective date of this Agreement (the "Effective Date") shall be the day on which this Agreement is fully executed by Purchaser and Seller and as confirmed by Escrow Agent (defined below).

WITNESSETH THAT

WHEREAS, Seller owns that tract or parcel of land lying and being in **General Militia District 370 , Franklin County, Georgia as more particularly shown on Exhibit "A" (less approximately 20 acres located on the Northwestern side of Land to be surveyed as outlined herein)** (hereinafter called "Land"). **Land will include at least 125 acres.** The Land, all improvements situated thereon, all rights, privileges, rights of way, easements, and appurtenances thereto, and all leases, permits, licenses, authorizations, consents, entitlements, approvals, warranties, guarantees, and indemnities relating thereto, now or hereafter belonging thereto, are herein collectively referred to as the "Property".

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, Purchaser, and only with respect to Sections 4 and 9 of this Agreement, Broker agree as follows:

1. **PURCHASE AND SALE:** Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller on the terms and conditions provided in this Agreement.
2. **PURCHASE PRICE:** The purchase price (hereinafter referred to as the "Purchase Price") for the Property shall be **ONE MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$1,250,000.00).**
3. **PAYMENT OF PURCHASE PRICE:** At the Closing, Purchaser shall pay Seller the full purchase price less a credit for the Earnest Money and as adjusted to reflect the pro-rations specifically provided for within Section 10.4 of this Agreement. Payment shall be by wire transfer of immediately available funds.
4. Within three (3) business days after the Effective Date, Purchaser shall deposit the sum of **Ten Thousand Dollars (\$10,000.00)** (the "Earnest Money") with **Avison Young of Atlanta, LLC** ("Escrow Agent"). If this Agreement is terminated, cancelled, or rescinded, the Earnest Money, shall be refunded to Purchaser or paid over to Seller as liquidated damages as provided herein. Escrow Agent shall hold and disburse the Earnest Money pursuant to the following provisions:
 - 4.1 **Investment of Earnest Money:** Escrow Agent shall hold the Earnest Money in an interest-bearing account at a banking institution with which Escrow Agent has an established banking relationship and shall invest the Earnest Money in such accounts as the Escrow Agent

shall from time to time direct or approve. Escrow Agent shall promptly advise Seller and Purchaser if the Earnest Money is not received by Escrow Agent in a timely fashion.

4.2 **Payment at Closing:** If the Closing takes place under this Agreement, Escrow Agent shall deliver the Earnest Money to, or upon the instructions of, Seller on the Closing Date.

4.3 **Payment on Demand:** If Purchaser elects to terminate this Agreement pursuant to Section 7 hereof by giving Seller and Escrow Agent written notice of such election within the time periods set forth in said Section 7, Escrow Agent, without requirement for any authorization or other notice from Seller, promptly shall disburse Earnest Money to Purchaser as provided in Paragraph 7. Except as otherwise provided in the immediately preceding sentence, upon receipt of any written certification from a party hereto claiming the Earnest Money pursuant to the provisions of this Agreement, Escrow Agent shall promptly forward a copy thereof to the other parties hereto and, unless one of such parties within ten (10) calendar days of receipt thereof notifies Escrow Agent of any objection to such requested disbursement of the Earnest Money, Escrow Agent shall disburse the Earnest Money to the party demanding the same and shall thereupon be released and discharged from any further duty or obligation hereunder.

4.4 **Exculpation of Escrow Agent:** It is agreed that the duties of Escrow Agent in holding the Earnest Money are herein specifically provided and are purely ministerial in nature, and that Escrow Agent shall incur no liability whatsoever except for its willful misconduct or gross negligence, so long as Escrow Agent is acting in good faith. Seller and Purchaser do each hereby release Escrow Agent from any liability for any error of judgment or for any act done or omitted to be done by Escrow Agent in the good faith performance of its duties hereunder.

4.5 **Disputes:** Escrow Agent is acting as an escrow agent only with respect to the Earnest Money. If there is any dispute as to whether Escrow Agent is obligated to deliver the Earnest Money or as to whom the Earnest Money is to be delivered, other than as provided herein, Escrow Agent may refuse to make any delivery and may continue to hold the Earnest Money until receipt by Escrow Agent of an authorization in writing, signed by Seller and Purchaser, directing the disposition of the Earnest Money. In the absence of such written authorization, Escrow Agent may hold the Earnest Money until a final determination of the rights of the parties in an appropriate proceeding or may bring an appropriate action or proceeding for leave to deposit the Earnest Money in a court of competent jurisdiction pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements by the party determined not to be entitled to the Earnest Money. Upon making delivery of the Earnest Money in any of the manners herein provided, Escrow Agent shall have no further liability or obligation hereunder.

4.6 **Interest:** All interest earned on deposits made to Escrow Agent will be retained by Escrow Agent.

5. **LEGAL DESCRIPTION AND SURVEY:** Unless the parties hereto agree otherwise in writing, the legal description of the Property to be contained in the General Warranty Deed by which the Property is to be conveyed to Purchaser shall be produced from the legal description in the existing Warranty Deeds. **Within Ninety (90) days following the Effective Date, Seller will provide to Purchaser a survey of the Land showing at least 125 acres to the East of the proposed Twenty (20) acre proposed water treatment facility site shown on Exhibit "B" as "Treatment Site" BUT INCLUDING deeded access to property along the North Fork of the Broad River on the Western side of said 20 acre parcel (Seller and Purchaser to work in good faith to determine location and parcel size of said property along river. Note: Purchaser will use river property to construct pavilion for employees / events and keep as**

green space). If Survey of Land results in more or less than 125 acres, the Purchase Price will be adjusted proportionately using a per acre price of \$10,000.00 per acre.

6. TITLE TO THE PROPERTY

6.1 **Seller's Title:** At the Closing, Seller shall convey to Purchaser "good and marketable title" to the Property subject only to the following exceptions (herein referred to as the "Permitted Exceptions"): (i) general utility, sewerage, and drainage easements affecting the Property which do not materially interfere with Purchaser's intended use of the Property.

6.2 **Title Examination:** For the purposes of this paragraph a "good, marketable and insurable title" is a title that is insurable by a reputable title insurance company in Atlanta, Georgia, at its standard rate without exception other than exceptions for the items set forth below subject to which the property is sold hereunder. It is also understood and agreed that said marketability shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia. Purchaser shall have from the date of final acceptance of this Contract until **Fifteen (15) days prior to Closing** to examine title to the property. If Purchaser finds any legal defects to title (other than the items subject to which said property is sold as are hereinafter set forth), Seller shall be furnished with a written statement hereof and shall have until closing to correct same. Seller shall take all reasonable steps, including payment of money, necessary to correct said legal defects. If Seller shall fail to correct or satisfy such legal defects within said period, the Purchaser shall have the choice of (a) accepting said property with such legal defects after deducting from the purchase price otherwise payable hereunder an agreed upon cost of correction of such legal defects which can be corrected by the payment of money; or (b) postponing closing hereunder until said defects are corrected, or (c) declining to accept said property with such legal defects. If Purchaser shall decline to accept such property subject to such legal defects, then this Contract shall be null and void and, in such event, the earnest money deposited by Purchaser hereunder shall be promptly returned to Purchaser and neither party shall have any further duties or liability to the other hereunder.

6.3 **Agreements Affecting the Property:** Seller agrees that so long as this Agreement remains in force and effect, Seller will not sell, assign, rent, lease, license, modify or amend any existing leases, convey (absolutely or as security), grant an easement, lien security interest in, or otherwise dispose of, the Property (or any interest or estate therein), or apply for or consent to any zoning, land use or development restriction with respect to the Property, without the prior consent of Purchaser, in its sole and absolute discretion.

7. **INSPECTIONS:** During the term of this Agreement, Purchaser may (i) inspect, examine, survey, test, and review all characteristics and aspects of the property; (ii) All such inspections shall be non-destructive in nature but may include any physically intrusive testing Purchaser or Purchaser's contractor or advisors deem necessary; and (iii) Seller will reasonably cooperate to provide any due diligence materials and documents relating to Property. From the Effective Date until 11:59 PM Eastern Standard Time on the **One Hundred Twentieth (120th) day following the Effective Date** (the "**Inspection Period**"), if Purchaser determines, in Purchaser's sole and absolute discretion, that the Property is not suitable for Purchaser's intended use or if Purchaser is in any unsatisfied with the Property, Purchaser may terminate this Agreement by providing written notice of such decision (the "**Termination Notice**") to Seller and Escrow Agent and Escrow Agent shall (i) send to Seller \$100.00 as Seller's sole compensation for having entered into this Agreement and taken the Property off the market for such period and (ii) promptly refund the balance of the Earnest Money to Purchaser, whereupon the rights and obligations of the parties under this Agreement shall terminate. If Purchaser fails to deliver the Termination Notice on or before expiration of the Inspection Period, Purchaser will be deemed to have elected not to terminate this Agreement and to proceed to Closing. Purchaser shall pay all costs incurred in making such surveys, tests, and studies

and shall indemnify, defend, and hold Seller harmless from any liens or claims for the cost of any such surveys, tests, analyses, and investigations, and any claims with respect to personal injury, death or damage to personal property arising out of such surveys, tests, analyses and investigations, but excluding any liability relating to the environmental condition of the Property (unless directly related to the acts or omissions of an inspecting party and any portion thereof, including non-intrusive physical and mechanical inspections). Purchaser must repair any damage resulting from any tests or inspections.

8. **ENGINEERING STUDIES:** Purchaser, personally or through its agents, employees, or contractors (the "Inspecting Parties"), may go upon the Property from time to time prior to the Closing to make boundary line and topographical surveys and to conduct such soil, engineering, environmental, physical and other studies of the Property as Purchaser wishes and as outlined and directed herein.

9. **BROKERAGE:** In this Agreement, the terms "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensee. No Broker in this transaction shall owe any duty to Purchaser or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et seq.;

(a) Seller and Purchaser acknowledge that if they are not represented by a broker they are each solely responsible for protecting their own interests, and that Brokers role is limited to performing ministerial acts for either party.

(b) Broker is representing Purchaser in this transaction.

(c) Lee Hemmer is a partner of Zac Hill in other business ventures but not in this transaction.

9.1 **Brokerage Commission:** Purchaser hereby agrees that Purchaser shall upon, but only upon, final consummation of the transaction contemplated herein, pay a real estate brokerage commission equal to **Six Percent (6%)** of the gross Purchase Price. Broker ("Broker") has executed this Agreement for the purpose of acknowledging that no real estate commission shall be earned by it or be due it until such time as and unless the sale contemplated herein is closed, that Broker shall look solely to Purchaser for the payment of such real estate commission and hereby waives all claims against Seller and releases Seller from all claims related to any commission, and that Broker shall be entitled to no commission or other compensation in the event that the transaction contemplated herein does not close, whether as a result of Purchaser's default, Seller's default, or otherwise. If the commission is paid at Closing, Broker shall execute and deliver to Purchaser a general release of any claim against Purchaser with respect to any commission. At Closing or thereafter, Broker shall release all liens or claims against the Property if requested by the Title Company (as defined below) or Seller.

9.2 **Brokerage Representations:**

9.2.1 **Purchaser and Seller Representations:** Purchaser and Seller warrant to the other party that the party making such representation and warranty has not employed, retained, or consulted with any broker, agent or other finder (other than Broker retained by Purchaser as

described above) with respect to the transaction contemplated by this Agreement. Purchaser and Seller each indemnifies the other party against, and agrees to hold, save, and defend the other party harmless from, any and all claims (and all expenses, including reasonable attorneys' fees, incurred in defending any such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with the indemnifying party and relating to the purchase and sale of the Property contemplated by this Agreement.

9.2.2 Broker Representations: Broker represents and warrants to Purchaser and Seller that Broker has not employed, retained, or consulted with any broker, agent, or other finder (other than Broker) with respect to the transaction contemplated by this Agreement so as to create any legal right or claim in any such broker, agent or salesman for a real estate commission or compensation with respect to the negotiation and/or consummation of this Agreement or the conveyance of the Property by Seller to Purchaser. Broker hereby indemnifies Purchaser and Seller against and agrees to hold, save, and defend Purchaser and Seller harmless from any and all claims (and all expenses, including reasonable attorney's fees, incurred in defending any such claims or in enforcing this indemnity) for any real estate commission or similar fee arising out of or in any way connected with any claimed agency relationship with Broker relating to the purchase and sale of the Property contemplated by this Agreement.

9.2.3 Execution by Broker: Broker has executed this Agreement solely for the purpose of acknowledging and agreeing to the provisions of Section 4 and Section 9 herein. Broker's consent to any modification or amendment of this Agreement shall not be required other than to this Section 9.

9.2.4 Survival: The indemnities, waivers and releases contained in Section 9 herein shall survive the rescission, cancellation, termination or consummation of this Agreement.

10. THE CLOSING:

10.1 Closing Date: Unless this Agreement is terminated as permitted hereunder or unless Seller is in default hereunder (unless such default is waived by Purchaser in writing), the Closing shall be held on or before **Forty Five (45) days** following the issuance of a land disturbance permit from Franklin Springs that will authorize Purchaser to commence with Purchaser's construction of Purchaser's intended use of Property (the "Closing Date" or "Closing"). The parties shall work in good faith to close on the Property by the Closing Date as specified above. The Closing may also be held on such other date as mutually agreed upon in writing between Purchaser and Seller. The default Closing time, date, and place is 10:00 AM on the last possible business date for Closing under this Agreement at the offices of Stewart, Melvin, & Frost, 200 SW Main Street, Suite 600, Gainesville, Georgia 30501, or at such other place as Purchaser and Seller may agree upon in writing.

10.2 Deliveries at Closing:

10.2.1 At the Closing, Seller shall convey to Purchaser fee simple marketable title to the Property by General Warranty Deed (the "Deed"), in form and substance reasonably acceptable to Purchaser.

10.3 Closing Costs: At the Closing, Purchaser shall pay for the premium and any other costs and expenses for the issuance a standard CLTA or ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price, real estate brokerage commission as outlined in Paragraph 9.1 herein, and all recording and filing fees. Seller shall pay the transfer tax, and all other costs and expenses actually incurred by Seller.

10.4 Ad Valorem Taxes: No ad valorem taxes will be due from Purchaser at Closing. Seller shall be responsible for payment of all charges under any leases, licenses, easements, reciprocal easement agreements, management agreements, brokerage agreements, service contracts, and other agreements related to the Property for all periods before Closing.

11. CONDEMNATION/DAMAGE: Until the purchase of the Property has been consummated by Purchaser, all risk of loss respecting the Property (whether by the exercise of the power of eminent domain, or otherwise) shall be borne by Seller. In the event of any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any portion thereof by anyone having the power of eminent domain or damage to the Property, Purchaser shall, by written notice to Seller delivered within twenty (20) business days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of Purchaser's obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall terminate and no party shall have any right, duty or obligation under this Agreement, except as expressly set forth herein to the contrary or (ii) consummate the purchase of Property as so damaged, as applicable, pursuant to the terms and provisions of this Agreement, whereupon Seller shall transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to any compensation made or to be made on account of such taking and all insurance proceeds, rights under insurance policies and claims related to such damage event, along with the amount of any deductible under any insurance policy (whether paid or pending claims).

12. DEFAULT:

12.1 Seller's Default: If the sale and purchase of the Property is not consummated because of Seller's default and the default continues for a period of ten (10) days after written notice of such default is given to Seller by Purchaser, Purchaser shall elect as Purchaser's sole remedy for such default either to (i) terminate this Agreement by giving written notice of such termination to Seller, then have the Earnest Money returned to Purchaser upon demand (after first giving Seller ten (10) days prior written notice), whereupon all rights, duties and obligations of all the parties hereunder shall expire and this Agreement shall in all respects become null and void, except as expressly set forth herein to the contrary, or (ii) exercise its right to seek and obtain specific performance of Seller's obligation to convey the Property to Purchaser as described in this Agreement, and recover reasonable attorneys' fees and costs, and court costs actually incurred; PROVIDED, HOWEVER, that unless Purchaser files with the office of the Clerk of the Superior Court in the county wherein the Property is located, within ninety (90) calendar days of the expiration of such 10-day cure period noted above the legal process necessary to initiate such specific performance, then Purchaser shall be deemed to have waived forever its right so to seek and obtain such specific performance.

12.2 Purchaser's Default: If the sale and purchase of the Property contemplated by this Agreement is not consummated because of Purchaser's default hereunder and the default continues for a period of ten (10) days after written notice of such default is given to Purchaser by Seller, Escrow Agent shall (after first giving Purchaser ten (10) days prior written notice) pay over the

Earnest Money to Seller, as Seller's sole and exclusive remedy hereunder (except with respect to the indemnities contained in Sections 9.2.1 and 9.2.2 hereof) for such default of Purchaser, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default. Seller's retention of said Earnest Money is intended not as a penalty, but as full liquidated damages pursuant to Official Code of Ga. Ann. § 13-6-7. The right to receive and retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, the parties agreeing that the Earnest Money is a reasonable pre-estimate of Seller's probable loss in the event of a default by Purchaser, and Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue Purchaser (except with respect to the indemnities contained in Sections 8 and 9 hereof): (i) for specific performance of this Agreement, or (ii) to recover actual damages in excess of the Earnest Money. Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller or seek or claim a refund of said Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages as permitted under Official Code of Ga. Ann. § 13-6-7. The provisions of this Section 12.2 shall survive the rescission, cancellation or termination of this Agreement.

13. **SELLER'S REPRESENTATIONS:** As an inducement to Purchaser to enter into this Agreement and to purchase the Property, Seller warrants and represents, or covenants, to Purchaser as follows:

13.1 **Condemnation:** Seller has received no written notice of, nor, to the best of Seller's knowledge is there, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly after receiving any such written notice or learning of any such action, give Purchaser written notice thereof.

13.2 **Governmental Compliance/Condition:** Seller has received no written notice, except as otherwise disclosed herein, that any municipality or any governmental or quasi-governmental authority has determined that there are any violations of zoning, health, environmental or other statutes, ordinances, or regulations affecting the Property, and Seller has no knowledge of any such violations. In the event Seller receives written notice of any such violations affecting the Property prior to the Closing, Seller promptly shall notify Purchaser thereof.

13.3 **Tax Contests:** Seller is not currently contesting ad valorem property taxes affecting the Property.

13.4 **Seller:** The person(s) executing this Agreement on behalf of Seller is duly authorized to do so. Seller has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement (and all documents and instruments and the transaction contemplated hereby or incidental hereto) on the part of Seller have been duly authorized and no other action by Seller is required to the valid and binding execution, delivery and performance of this Agreement by Seller.

13.5 **Status and Authority of Seller.** Seller is a Georgia entity that is in good standing and has all requisite power and authority to execute and deliver this Agreement and consummate the Closing.

13.6 **Litigation.** To Seller's knowledge there are no actions or proceedings pending or threatened against the Seller or the Property.

14. **DELIVERY AND CLOSING CONDITIONS:** To Seller's actual knowledge without any independent inspections, the Property is free and clear of any adverse environmental conditions and is not encumbered by encroachments, easements, or leases, except as otherwise provided herein.

15. **MISCELLANEOUS:**

15.1 **Time of Essence:** Time is of the essence of this Agreement.

15.2 **Notices.** All notices, requests, demands, and other communications required or permitted hereunder ("Notice") shall be in writing and shall refer to this Agreement.

15.2.1 "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. Notice by either party to the other required or permitted under this Agreement may be given when delivered by electronic mail, by hand, when sent by certified mail, return receipt requested, by reputable courier service, or by overnight delivery via Federal Express or United Parcel Service. (i) If delivered by electronic mail, the Notice shall be deemed to have been sent, given, and received upon dispatch by the sending party sent to the correct email address. (ii) If delivered by hand, Notice shall be deemed to have been sent, given, and received when actually received by the addressee. (iii) If sent by certified mail or overnight delivery, Notice shall be deemed to have been sent, given, and received on the third (3rd) Business Day (if sent certified mail) or on the next Business Day (if sent overnight) following the date of such deposit (whether or not actually received by addressee) when properly deposited with the United States Postal Service, Federal Express, or United Parcel Service with the proper address and postage paid therewith, (iv) If sent by courier service, Notice shall be deemed to have been sent, given, and received when delivered to said courier service with the proper address and delivery charges either prepaid or charged to a proper account, and shall be deemed to have been received when actually received by the addressee. The addresses to which Notices shall be sent are:

If to Seller: Franklin County Industrial Building Authority
c/o Franklin Springs Downtown Development Authority
Attention: Tonya Powers
961 Hull Avenue
Carnesville, Georgia 30521
Telephone: 706-614-0438
Email: tonya@franklin-county.com

If to Purchaser: Rock Hill Poultry, LLC
Attention: Zac Hill
3026 Gateway Centre Parkway
Gainesville, Georgia 30507
Phone 770-654-2911
Email: zac@rockhillfoods.com

If to Broker: Avison Young
Attention: Lee Hemmer
425 Spring Street, SE
Suite 200
Gainesville, Georgia 30501

Hemmerproperties@gmail.com

Escrow Agent: **Avison Young**
 Attention: Kelly Goins
 425 Spring Street, SE
 Suite 200
 Gainesville, Georgia 30501

15.3 **Entire Agreement:** This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the Property and contains the sole and entire understanding between Seller and Purchaser with respect to the Property. All promises, inducements, offers, solicitations, agreements, commitments, representations, and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of Purchaser and Seller.

15.4 **Counterparts:** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

15.5 **Waiver:** Any condition, right, election, or option of termination, cancellation, or rescission granted by this Agreement to Purchaser or Seller may be expressly waived by such party.

15.6 **Date of Performance:** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, or legal holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

15.7 **Survival:** Unless otherwise specified in this Agreement, all of the representations, warranties, covenants and agreements of the parties shall survive Closing and shall not merge with the delivery of the deed at Closing.

15.8 **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. Nothing expressed or implied in this Agreement shall be construed to give any other person or entity any legal or equitable rights hereunder. The rights and obligations of this Agreement may be assigned by Purchaser without the prior written consent of Seller. Seller shall and does hereby expressly consent and agree to the assignment by Purchaser of Purchaser's rights hereunder to any person, firm, partnership, or corporation (including a corporation or partnership to be formed hereafter) provided such assignee shall assume all of the obligations of Purchaser hereunder. If such assignment is made, then the sale contemplated by this Agreement shall be consummated in the name of any such assignee.

15.9 **Tax Information:** Seller and Purchaser shall each provide such tax information as the respective counsel may reasonably request in order to effect compliance with the reporting requirements of federal, state and local tax laws. This Section 15.9 shall survive the Closing.

15.10 No Drafting Presumptions: Both Purchaser and Seller have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

15.11 Governing Law: This Agreement has been executed and delivered in, and shall be interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Georgia. Resolution of all disputes arising pursuant to this Agreement shall be exclusively in the Superior Court of Hall County, Georgia and the parties hereto hereby submit to the jurisdiction of the Superior Court of Hall County, Georgia and agree that venue is proper in such Court and hereby waive any jurisdictional or venue rights they may have otherwise. Provided however, that if the claim or dispute involves questions of federal law, then jurisdiction and venue shall be in the United States District Court, Northern District of Georgia, Gainesville Division. Diversity of the parties shall not be considered a federal question under this Agreement. In the event of a dispute under this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all costs, expenses, and attorney's fees incurred in connection with such dispute.

15.12 Waiver of Jury Trial: By executing this Agreement, each party knowingly, voluntarily and intentionally waives its rights and the rights its heirs, assigns, successors or personal representatives may have to a trial by jury in any action, proceeding or suit, whether arising in contract, tort or otherwise, and whether asserted by way of complaint, answer, cross-claim, counterclaim, affirmative defense or otherwise, based on, arising out of, under or in connection with this Agreement or any other instrument, document or agreement to be executed in connection herewith or modification or extension of any of the foregoing.

15.13 Like Kind Exchange: In the event Purchaser or Seller elect to consummate the purchase and sale contemplated by this Agreement as an exchange pursuant to Internal Revenue Code Section 1031, then each party shall cooperate accordingly. Neither party shall be obligated to pay any costs associated with the other party's IRC Section 1031 election.

15.14 Time Limit of Contract: This Agreement will automatically expire 6:00 PM on June 1, 2022 unless executed by Purchaser and Seller prior to that time.

15.15 Use Authorization: Prior to the expiration of the Inspection Period, Seller to provide in writing from all local authorities confirming that Property's zoning allows for Purchaser's intended use.

15.16. Land Disturbance Permit: This Agreement remains subject to Purchaser obtaining a land disturbance permit from Franklin Springs. If Purchaser is unable to obtain said land disturbance permit within one hundred eighty (180) days following the Effective Date, Purchaser may terminate this Agreement as outlined in Section 7 herein.

15.17. Sewer Capacity and Treatment Plant: Within the Inspection Period, Seller to provide Purchaser written confirmation from Franklin Springs providing future sewer capacity of up to 1,000,000 gallons per day to Purchaser for Purchaser's intended use on Property. Seller to provide a timeline of construction and completion of Franklin Springs' planned Treatment Plant that will be located on the 20 acres to the West of Property as shown on Exhibit "B".

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed, and delivered this Agreement on the dates set forth opposite the signatures.

ROCK HILL POULTRY, LLC

Purchaser

DocuSigned by:

By:  , its CEO

Print Name: Zac Hill

Date: 5/17/2022

FRANKLIN SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY

Seller

By:  , its Chairman

Print Name: Leroy D. Moore

Date: 5/18/2022

BROKER:

AVISON YOUNG

(GA License # 63315)

By: _____, Date: _____

Broker or Broker's Affiliated Licensee

Print Name: Frank Simpson CCIM, SIOR (GA License # 141087), its managing director
c/o Lee Hemmer, CCIM, SIOR

Agreed to and accepted by, ESCROW AGENT

Avison Young

By: _____

Name: _____, authorized agent

EXHIBIT "A"

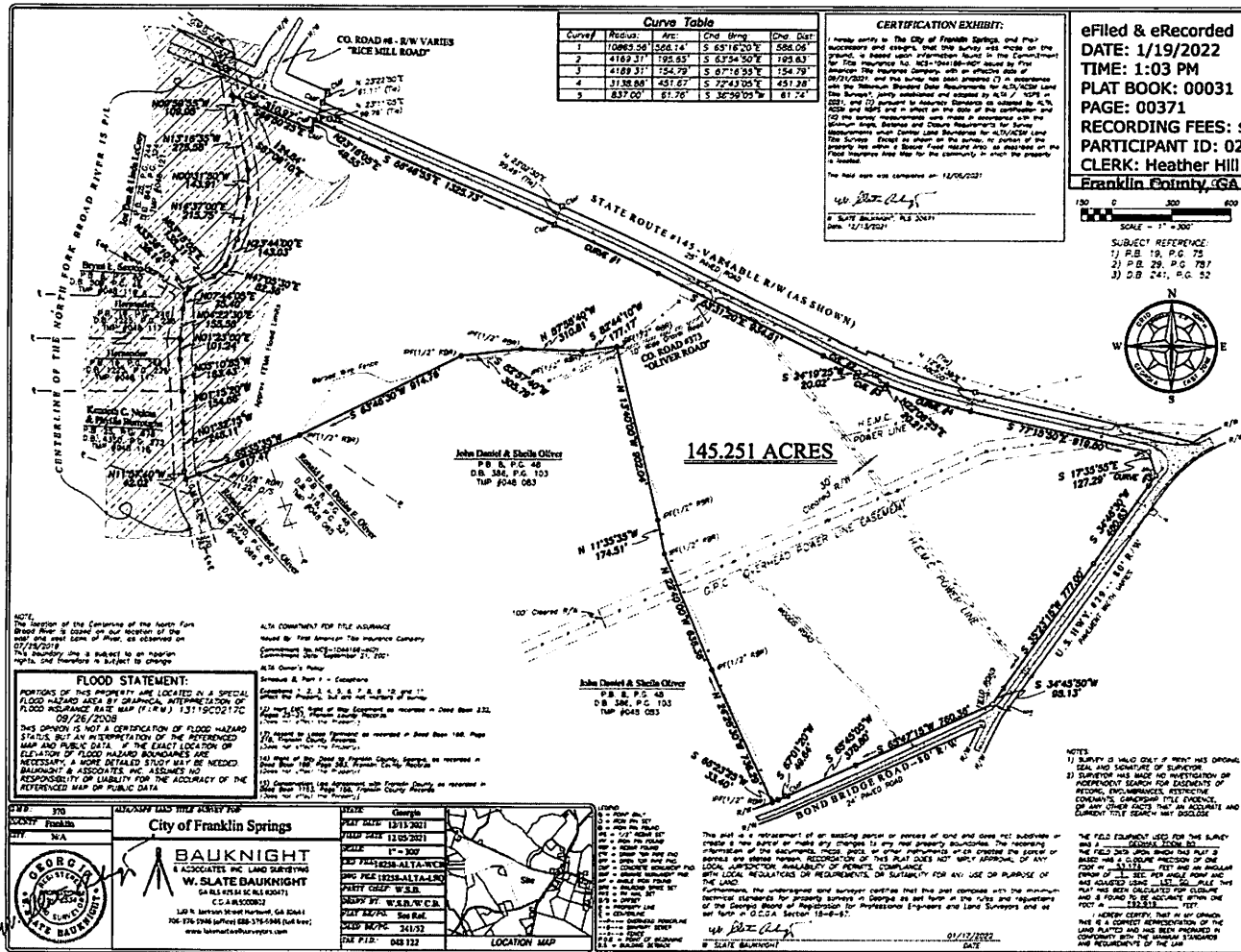


EXHIBIT "B"





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT
4751 BEST ROAD, SUITE 140
COLLEGE PARK, GEORGIA 30337

December 12, 2022

Regulatory Division
SAS-2022-00898

Ms. Jackie Yearwood
City of Franklin Springs
P.O. Box 207
Franklin Springs, Georgia 30639

Dear Ms. Yearwood:

I refer to a letter received in our office regarding sewer system improvements in Franklin County, Georgia. We understand that the City of Franklin Springs is proposing to construct a 2.0 million gallon per day mechanical treatment plant, add a force main from the City's existing oxidation pond to the proposed treatment plant, and rehabilitate the existing sewers and pump stations. The proposed activities will be funded by USDA Rural Development. The project is located at the following coordinates: (Latitude: 34.290923, Longitude: -83.179461). This project has been assigned number SAS-2022-00898, and it is important that you refer to this number in all communication concerning this matter.

Please be advised that if the project/activities involve work in waters of the United States considered to be within the jurisdiction of the U.S. Army Corps of Engineers under Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA), a permit may be required. The placement of dredged or fill material into any waterways and/or their adjacent wetlands, including material redeposited during mechanized land clearing or excavation of those wetlands, would likely require prior Department of the Army authorization.

Based on our review of the information provided and other available sources, the proposed project area may contain wetlands and/or streams under the jurisdiction of the U.S. Army Corps of Engineers. If temporary and/or permanent discharges of fill would occur in conjunction with this project, verification under Nationwide Permit (NWP) 58 would likely be required for work in areas under our jurisdiction. Please visit <http://www.sas.usace.army.mil/Missions/Regulatory.aspx> for information regarding NWP 58 and other aspects of our Regulatory Program. A list of environmental consultants that can assist with delineation and permitting is also maintained on our website. If the project does not involve waters of the United States under Corps jurisdiction, then a Department of the Army permit is not required.

If an applicant is requesting an "all upland (dry land)" determination or jurisdictional determination for wetlands, they must complete the "Request for Corps of Engineers Jurisdictional Determination (JD) and/or Delineation Review" form and return it to our office by email to: cesas-rd-p@usace.army.mil. The form can be found at: https://www.sas.usace.army.mil/Portals/61/docs/Regulatory/JD/Revised_Appendix%201v2.pdf?ver=2018-04-10-111939-157. Please keep in mind that an approved Jurisdictional Determination must be requested if you need the Corps to confirm that a site is composed entirely of dry land.

An electronic copy of this letter is being provided to the following party: Mark Wolff, Turnipseed Engineers via email at sneal@turnipseed.com.

Thank you in advance for completing our on-line Customer Survey Form located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. We value your comments and appreciate you taking the time to complete a survey each time you interact with our office.

If you have any questions, please contact Shelby LeMaster, Biologist, Management Branch at (678) 429-9498, or Shelby.T.LeMaster@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Thames", followed by a horizontal line.

Kevin D. Thames
Chief, Piedmont Branch



City of Franklin Springs
invites you and your family
to join us for a

Appreciation Dinner

City Hall
Tuesday, December 6th
at 6:00 pm

FRANKLIN COUNTY

THURSDAY FRIDAY SATURDAY
NOVEMBER 2ND-4TH

HOMETOWN FAIR '23

LAVONIA, GEORGIA

WE CAN'T WAIT TO
SEE YOU THERE!

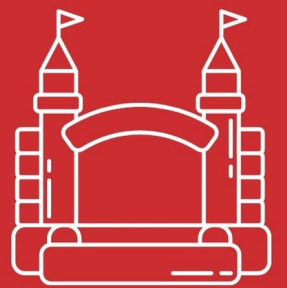
AMERICAN LEGION FAIR GROUNDS
12117 AUGUSTA ROAD, LAVONIA, GA



FAMILY NIGHT THURSDAY, NOVEMBER 2ND, 5PM- 10 PM



DJ, Inflatables,
Video Game Trailer



FLASH BACK FRIDAY, NOVEMBER 3RD, 5PM - 10 PM



Classic Car Cruise-In
Live Music from the 40's - 90's



RED, WHITE & BLUE SATURDAY, NOVEMBER 4TH

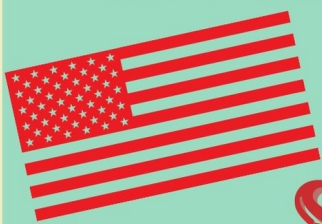
10AM - 10PM

Hometown Heroes Parade - 11am

Live Music including

Scoot Teasley & Clay Page

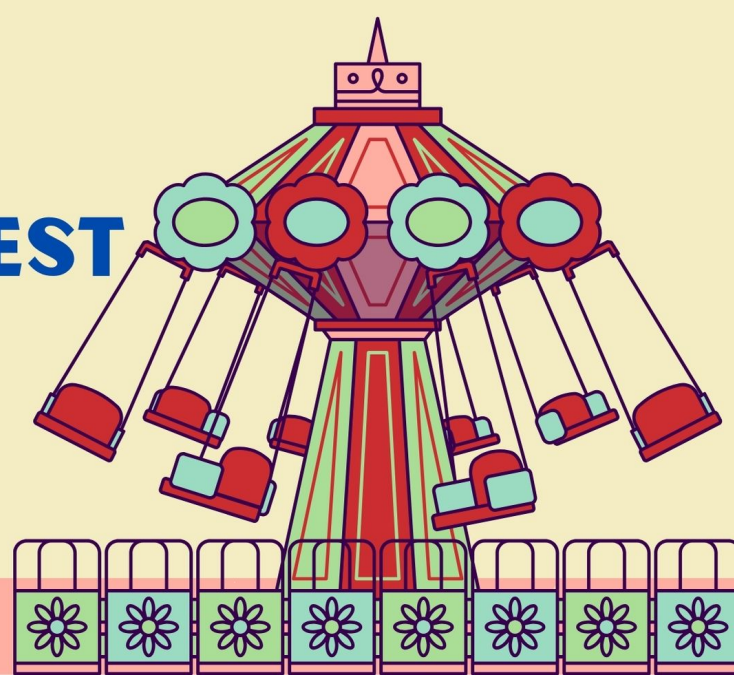
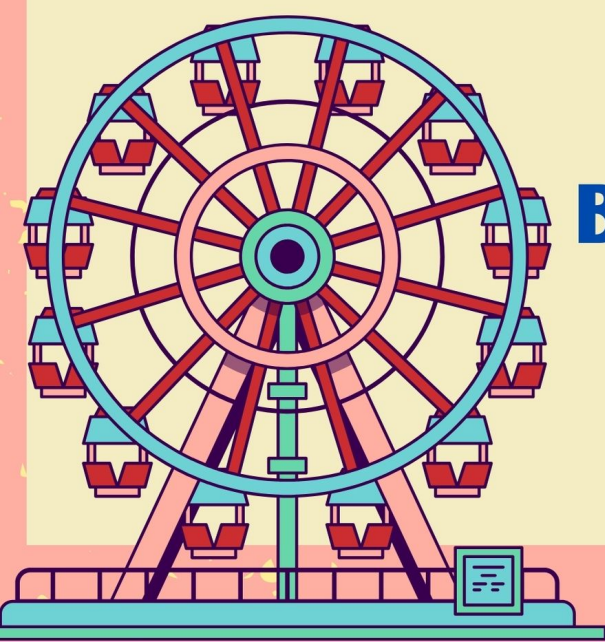
NE Georgia's First Drone Show



FOOD • GAMES

RIDES • MUSIC

BLUE RIBBON CONTEST





Ribbon Cutting

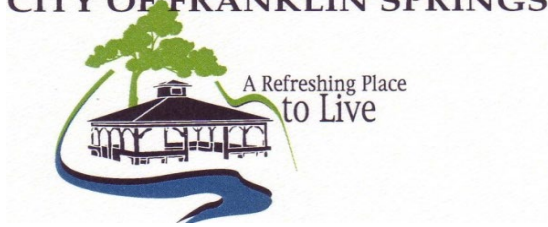
You are invited!

Bubba's Biscuit Barn

**1071 Franklin Springs Street
Royston, GA**

June 30th 5:00pm

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

DDA Meeting Minutes

January 17, 2023

5:00 pm

Members Present:

Lee Moore
Jay Brightwell
Cheryl Slater
Patricia Swails
Cathie Wilson

Chairman Moore called the meeting to order and led the Pledge of Allegiance.

Trisha Swails made a motion to approve the minutes of the September 20, 2022, meeting. Cathie Wilson seconded. Motion carried. There were no minutes for the December 20, 2022, meeting because there wasn't a quorum present to conduct business.

Regarding a rescheduled fireworks celebration: Mayor Lee said that it will be difficult to hold an event in February with the college being in session. He will contact the fireworks vendor to request that the deposit money already paid be held until the DDA can schedule a future event to celebrate July 4.

Other events discussed were a Back-to-School Bash to be held possibly on a Saturday evening later this year and a community yard sale to be held on Saturday, April 1, from daylight to 11:00 a.m.

As a Miscellaneous item on the agenda, the members were asked to consider the basic items that should be included in future MOUs.

Next meeting was set for March 14, 2023, at 5:00 p.m.

Jay Brightwell made a motion to adjourn. Cathie Wilson seconded. Motion carried.

Lee Moore, Chairman

Cheryl Slater, DDA Secretary

CITY OF FRANKLIN SPRINGS



City of Franklin Springs DDA Meeting Minutes February 27, 2024 5:00 pm

Members Present:

Lee Moore
Chelsea Bennett
Greg Hearn
Candy Smith
Cathie Wilson

Chairman Moore called the meeting to order and led the Pledge of Allegiance.

The motion to approve the minutes of the December 5, 2023, meeting was made by Chelsea Bennett and seconded by Greg Hearn. The motion carried.

Regarding the city's hundredth year celebration July 24 - 29: Items mentioned include vendors, a car show, kids rides, inflatables, water slides, and other entertainment, and a Hundredth Year Declaration by Alan Powell and Bo Hachett.

A motion was made to spend up to \$35,000 on environmental, and real estate/attorney fees for budget purposes. Motion was made by Chelsea Bennett and seconded by Greg Hearn. The motion carried.

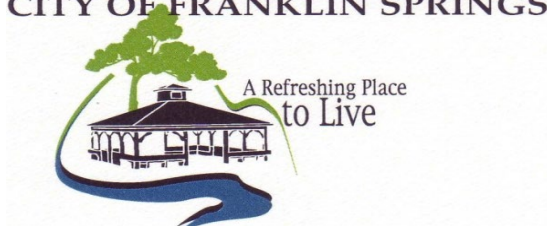
The next DDA meeting is expected to be in June.

Candy made the motion to adjourn, Cathie seconded, and the motion carried.

Lee Moore, Chairman

Cheryl Slater, DDA Secretary
Minutes taken by Chairman Moore

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

February 27, 2024

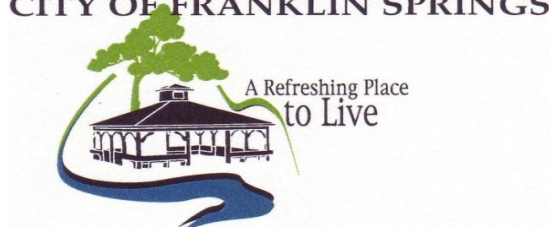
Franklin Springs DDA Agenda

5:30 pm

1. Call Meeting to Order
2. Invocation/Pledge
3. Approval of December 5, 2023, Minutes
4. Community events
5. Miscellaneous
6. Adjourn

As set forth in the Americans with Disabilities act (ADA) of 1992, the City of Franklin Springs government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Franklin Springs should be made seven days prior to the event. Inquiries should be directed to the City Clerk located at 2531 W. Main Street, Franklin Springs, telephone (706) 245-6957.

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

DDA Meeting Minutes

April 11th, 2022

5:00 pm

Members Present:

Lee Moore
Chelsea Bennett
Jay Brightwell
Greg Hearn
Cheryl Slater
Patricia Swails
Cathie Wilson

Mayor Moore called the meeting to order

Greg Hearn gave invocation and pledge followed.

Everyone introduced themselves and excerpts from the Resolution were read.

Term appointments were made for each member and are as follows:

Lee Moore, 6 year term
Chelsea Bennett, 6 year term
Jacy Brightwell, 6 year term
Cathie Wilson, 4 year term
Greg Hearn, 4 year term
Cheryl Slater, 2 year term
Patricia Swails, 2 year term

A motion was made by Greg Hearn to appoint Lee Moore for the position of Chairman. Chelsea Bennett seconded. Motion carried.

Mayor Moore thanked everyone for their willingness to serve and announced for any continual educational classes that are available for DDA related learning, the city will pay for. Some of the events the DDA would be involved in were Community Wide Yard Sale, Farmers Market, Christmas Tree Lighting. The more involvement; the better.

Discussion took place on setting scheduled meetings and consensus would be the meetings would best on Tuesday's at 5:00 pm. Frequency of meeting will be determined, but next meeting was set to April 26th at 5:00 pm. It was stated that a set schedule would be beneficial for all.

Mr. Greg Hearn suggested partnering with EC on events. He stated it is possible that EC Homecoming is moving to March and would be great to partner with the college on events.

A Memorial Day Event will be discussed at the next meeting. Mrs. Wilson stated in the past, a Memorial Day event had been held at the Gazebo.

Mayor Moore stated we have the city resources to get things done and always wants what is best for the citizens.

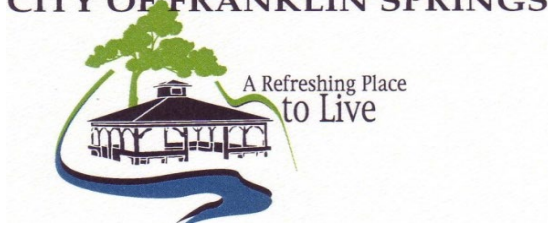
A motion was made by Greg Hearn to have the city attorney move forward with a generic PSA agreement to be used as a binding agreement when needed. Chelsea Bennett seconded. Motion carried.

Chelsea Bennett made a motion to adjourn. Greg Hearn seconded. Motion carried.

Lee Moore, Mayor

Jackie Yearwood, City Clerk

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

DDA Meeting Minutes

April 26th, 2022

5:00 pm

Members Present:

Lee Moore
Chelsea Bennett
Jay Brightwell
Greg Hearn
Cheryl Slater
Patricia Swails
Cathie Wilson

Lee Moore gave invocation and pledge followed.

A Vice Chair and Secretary will need to be appointed. Mayor Moore asked everyone to think about it and will discuss at the next meeting.

The meeting frequency has been set for every two months. Starting with the next meeting set for May 10th; every two months from that unless scheduled events require more frequent meetings.

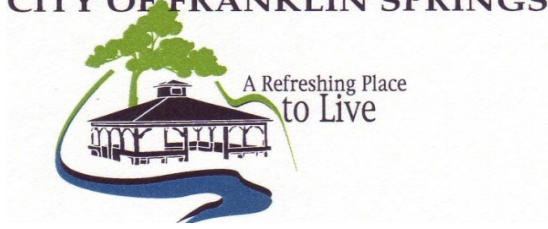
Events were discussed in reference to a Veterans Day festival/cookout. Jackie Yearwood will reach out to the county and see when they are planning theirs as to try and plan for no conflicts. Other community events were discussed, for example informational events for citizens

Patricia Swails made a motion to adjourn. Cathie Wilson seconded. Motion carried.

Lee Moore, Mayor

Jackie Yearwood, City Clerk

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

DDA Meeting Minutes

May 10th, 2022

5:45 pm

Members Present:

Lee Moore
Chelsea Bennett
Jay Brightwell
Greg Hearn
Cheryl Slater
Patricia Swails

Lee Moore called the meeting to order and gave invocation with pledge following.

Chelsea Bennett made a motion to appoint Cheryl Slater as secretary. Jay Brightwell seconded. Motion carried. Patricia Swails made a motion to appointment Chelsea Bennett as Vice Chairman. Greg Hearn seconded. Motion carried.

Greg Hearn made a motion to transfer two properties of real property (129.9 acres and 145.251 acres) from the city to the DDA. Jay Brightwell seconded. Motion carried.

Greg Hearn made a motion to accept the Intergovernmental Agreement and Resolution. Chelsea Bennett seconded. Motion carried.

Patricia Swails made a motion to give the Chairman and/or Vice Chairman signature authority to sign any agreements or contracts regarding properties. Greg Hearn seconded. Motion carried.

December 1st was confirmed for the Franklin Springs annual tree lighting.

A possible Veterans Day event will not coincide with the County as they have opted this year not to have an event due to the county now observing Veterans Day as an employee holiday.

A Community Yard sale was set for October 8th and that date will be crossed reference with Royston to check and see if it's the same time frame as the Royston Fall Festival.

A Back-to-School Bash was discussed with a tentative date of August 6th 5:00 pm – until. It was asked to confirm dates of others in the area that might be having similar events. Vendors will be contacted to see if available along with slides or inflatables. The idea was to coordinate with the College so all students could participate.

Chelsea Bennet mentioned a program by the name of Safety Town, which was developed in her hometown, where kids can come and learn about various areas of safety from First Responder departments. It could also easily develop into other programs such as bike safety, etc.

Chelsea Bennett made a motion to accept the previous meeting minutes of April 11th and April 26th, 2022. Greg Hearn seconded. Motion carried.

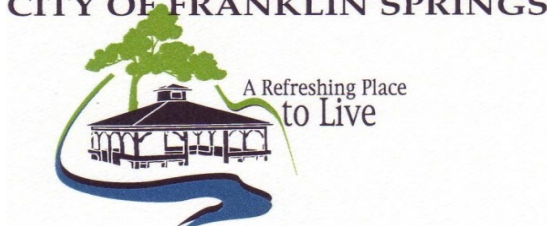
Next meeting was set for June 28th at 5:00 pm.

Joy Brightwell made a motion to adjourn. Chelsea Bennett seconded. Motion carried.

Lee Moore, Chairman

Jackie Yearwood, City Clerk

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

June 17, 2024

Franklin Springs DDA Agenda

5:30 pm

1. Call Meeting to Order
2. Invocation/Pledge
3. Approval of February 27, 2024, Minutes
4. Community events
5. Miscellaneous
6. Adjourn

As set forth in the Americans with Disabilities act (ADA) of 1992, the City of Franklin Springs government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Franklin Springs should be made seven days prior to the event. Inquiries should be directed to the City Clerk located at 2531 W. Main Street, Franklin Springs, telephone (706) 245-6957.

CITY OF FRANKLIN SPRINGS



City of Franklin Springs DDA Meeting Notes June 17, 2024 5:30 pm

Members Present:

Lee Moore
Cheryl Slater
Cathie Wilson

The DDA meeting was not held due to lack of a quorum.

Chairman Moore gave attendees the following updates:

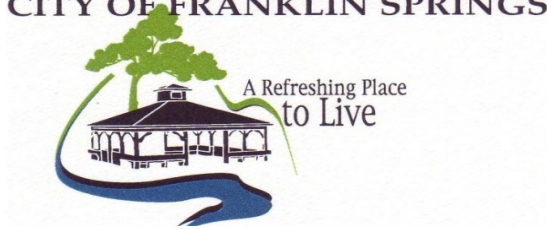
Johnathan Bell and Marla Brawner will be appointed as new DDA members at the next council meeting. Bell and Brawner will replace Trisha Swails and Cheryl Slater whose terms expired in April.

Plans for the city's 100 year celebration are progressing. There will be vendors, a car show, activities for children, and trophies. The celebration will be held July 27 from 6:00 pm to 9:00 pm. Representative Alan Powell will present a declaration, and the Georgia governor will have a video message.

DDA members are invited to attend the July 22 city council meeting.

The next DDA meeting is tentatively scheduled for July 15 at 5:30.

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

July 15, 2024

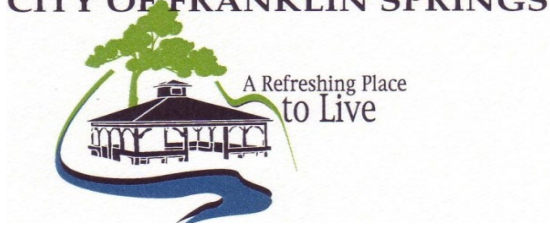
Franklin Springs DDA Agenda

6:00 pm

1. Call Meeting to Order
2. Invocation/Pledge
3. Approval of February 27, 2024, Minutes
4. Community events
5. Miscellaneous
6. Adjourn

As set forth in the Americans with Disabilities act (ADA) of 1992, the City of Franklin Springs government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Franklin Springs should be made seven days prior to the event. Inquiries should be directed to the City Clerk located at 2531 W. Main Street, Franklin Springs, telephone (706) 245-6957.

CITY OF FRANKLIN SPRINGS



City of Franklin Springs DDA Meeting Minutes December 05, 2023 5:00 pm

Members Present:

Lee Moore
Chelsea Bennett
Greg Hearn
Cheryl Slater
Candy Smith
Patricia Swails
Cathie Wilson

Chairman Moore called the meeting to order and led the Pledge of Allegiance.

Chairman Moore welcomed Candy Smith to the DDA board and will work with Jackie Yearwood to see about a DDA training session for Candy.

The motion to approve the minutes of January 17, 2023, meeting was made by Greg Hearn, seconded by Cathie Wilson, and approved by all members.

Regarding the fireworks celebration for New Year's Eve: All arrangements have been made. The event will begin at 4:00 and end with the fireworks display at 6:30. Food vendors have signed up to participate. DDA members should be at the event site at 3:00. Chelsea made a motion to approve the New Year's Eve event, Trisha seconded the motion, and the motion was approved by all members.

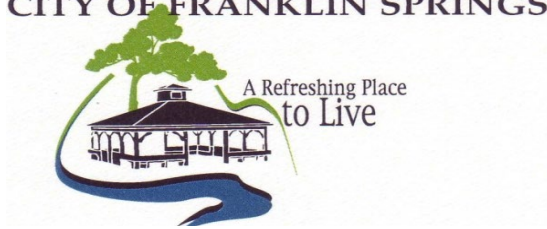
A future event will be the celebration of the 100th anniversary of the City of Franklin springs. The celebration will include events each month of the year and a large event to be held on July 6, 2024.

Chelsea made a motion to adjourn. Greg seconded. Motion carried.

Lee Moore, Chairman

Cheryl Slater, DDA Secretary

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

December 5, 2023

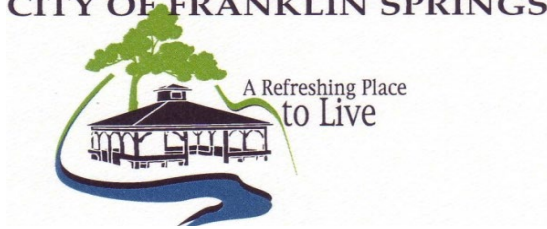
Franklin Springs DDA Agenda

5:30 pm

1. Call Meeting to Order
2. Invocation/Pledge
3. Approval of January 17, 2023, Minutes
4. Community events
5. Miscellaneous
6. Adjourn

As set forth in the Americans with Disabilities act (ADA) of 1992, the City of Franklin Springs government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Franklin Springs should be made seven days prior to the event. Inquiries should be directed to the City Clerk located at 2531 W. Main Street, Franklin Springs, telephone (706) 245-6957.

CITY OF FRANKLIN SPRINGS



City of Franklin Springs

May 10th, 2022

Franklin Springs DDA Agenda

5:45 pm

1. Call Meeting to Order
2. Appointment of Officers
3. Transfer of two parcels of real property
4. Intergovernmental Agreement and Resolution
5. Events
6. Consideration of Executive Session
7. Misc
8. Adjourn

As set forth in the Americans with Disabilities act (ADA) of 1992, the City of Franklin Springs government does not discriminate on the basis of disability in the admission or access to or treatment of employment in its programs or activities, and complies with the requirements contained in section 35.107 of the Department of Justice regulations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program, or activity of the City of Franklin Springs should be made seven days prior to the event. Inquiries should be directed to the City Clerk located at 2531 W. Main Street, Franklin Springs, telephone (706) 245-6957.

FRANKLIN COUNTY

HOMETOWN

★
FAIR
'23



BLUE RIBBON EVENTS

Culinary

Jams/Jelly
Baked Goods
Canned Goods
Honey

Home Arts & Hobbies

Fiber Arts
Hand Crafts
Jewelry Arts

Visual Arts

Fine Arts
Photography

Complete applications by Oct 28th

THURSDAY FRIDAY SATURDAY

NOVEMBER 2ND-4TH

LAVONIA, GEORGIA

FRANKLIN COUNTY

HOMETOWN

FAIR
'23

PRESENTS

CAR CRUISE-IN

FRIDAY

3RD

NOVEMBER

FREE
ENTRY



12117 AUGUSTA ROAD LAVONIA, GA 30553

5:00 PM - 10:00 PM

LIVE OLDIES MUSIC

CLASSIC CARS

FOR MORE INFORMATION CONTACT ROYSTON MAINSTREET 706-245-7577

FRANKLIN COUNTY

HOMETOWN

FAIR
'23

SATURDAY, NOVEMBER 4TH

11:00 AM

HOMETOWN HEROES PARADE

AUGUSTA ROAD (HWY 17 TO AMERICAN LEGION)

LAVONIA, GEORGIA



Parade Route

Saturday November 4th 11:00



Project Air

- Project Engineering Firm needs to discuss with City Engineer the following:
 - Conceptual Plan
 - Water usage
 - Sewer usage and discharge requirements
 - Natural Gas usage
- Only sell top +/-90 acres for the Hatchery and Processing Facility under authority of USDA
- Type or types of facilities Hatcheries, Houses, processing facility?
- Will live birds be brought to the facility or raised at the facility?
- What happens to waste or leftovers?
- Sights, Smell, and Sound
- Number of Jobs
- Pay scale
- Engineering reports
- Environment reports
- City will not resolve any issues with title
- City will not build any pre treatment facilities for project
- Signed MOU
- Disposition of land in event that property is returned to city