



SAVANNAH

Economic Development Authority

SEDA Board of Directors Meeting Agenda Tuesday, April 9, 2024 11:00 AM

- | | | |
|--------------|---|-----------------|
| I. | Call to Order | Ford |
| II. | Approval of Minutes
A. Approval of Minutes from February 13, 2024 Board Meeting | Ford |
| III. | Financial Report
A. Approval of January and February 2024 Financials
B. Presentation and Approval of 2023 Audited Financial Statements | Ford |
| IV. | President's Report | Tollison |
| V. | Executive Session | Ford |
| VI. | Action Items
A. Approval of Great Dane Land Swap
B. Approval of Forsyth Holdings Development Agreement | Ford |
| VII. | Comments for the Good of the Order | Ford |
| VIII. | Adjourn | Ford |

PROPOSED MINUTES
Savannah Economic Development Authority
Board Meeting
February 13, 2024
11:00 AM
SEDA Board Room

PRESENT

Board of Directors: Audrey King, Paul Hinchey, Greg Parker, Joyce Roche', Kal Patel, Kay Ford, Kevin Jackson, Ruel Joyner, Steve Green, Trey Thompson, Charles Roberson, Scott Center, Robert James, Karen Bogans

SEDA Employees: Trip Tollison, Katelyn Satterthwaite, Angela Hendrix, Jesse Dillon, Mark Sprosty, Jennifer Collins, Liz Ely, Katie Schuck, Leigh Ryan, Chris Ahearn, Walker Dalton, Caleb Kitchings, Zach Ott, Maria Whitfield, Justin Farquhar, Anna Chafin, Antwonnie Mohammed

Guests: Adam Fins, Courtney Rawlins, Gaye Reese, Jay Melder, Xavier Miranda, Jason Coley, Dorie Bacon, Mary Dugas, Cheri Dean, Ashley Chisholm, Liz McFadyen, Kaitlin Lance, Joseph Schwartzburt, Lindsie Moschner, Adam Ragsdale, Isabela deLira, Michael Owens, William Mock, Madelen Salter, Anthony Prescott, Joe Marinelli, Adam Van Brimmer, Karen Williams, Megan Pittman, Darnell Naylor-Johnson, Patricia Perry

Counsel: Jon Pannell

CALL TO ORDER

Chairman Kay Ford called the meeting to order at 11:00 a.m. with thanking everyone for being here this morning.

Ms. Ford asked Katelyn Satterthwaite if the meeting was posted, and the media notified in accordance with the Georgia Open Meetings Law. Ms. Satterthwaite responded yes. She then asked Ms. Satterthwaite if there was a quorum present to which Ms. Satterthwaite responded yes.

Ms. Ford asked that everyone in the room introduce themselves.

ACTION ITEMS

A) Approval of Minutes from January 4, 2024

Ms. Ford asked if there were any comments or corrections to the proposed minutes from the January 4, 2024, Board Meeting that were sent via an email notification to the board members on Wednesday February 7, 2024. There were no comments or corrections.

MOTION was made by Kevin Jackson to approve the minutes of the January 4, 2024, Board Meeting. The motion was seconded by Joyce Roche'. The board approved the minutes by unanimous vote.

B) Approval of November and December 2023 Financials

Ms. Ford stated that the SEDA financial statements for November and December 2023 were sent via an email notification to board members on Wednesday February 7, 2024. She then called on Mark Sprosty for comments.

The November 2023 Statement of Assets, Liabilities & Net Assets records \$10m in operating cash, a decrease of \$783k from October. South State Veterans Parkway decreased slightly and the GEFA account increased \$38k. The market value of investments increased \$1.2m after making up for three

straight months with losses. The account value at month end is \$24.2m. Real Property Held for Sale or Development increased \$828k for progress on road and water tank in the Savannah Chatham Manufacturing Center. Deferred Costs decreased to \$704k, representing the amount of billing that has been invoiced but not yet recognized. PILOT Payable decreased for funds received and passed through to the county. The November 2023 Statement of Revenues & Expenses records Net Ordinary Loss of \$133k. The loss is mainly due to Local Film Incentives expensed in November. Non-Operating Revenue was \$1.25m and Net Income was \$1.1m in November. Year to Date (YTD) Net Ordinary Income is \$1.1m after eleven months of operations. YTD Non-Operating Income is just under \$2.4m and YTD Net Income is \$3.5m. The December 2023 Statement of Assets, Liabilities & Net Assets records \$9.8m in Operating Cash. Funds held for Veterans Parkway Interchange decreased by \$3k and Funds held for the West Chatham Water and Sewer in Bloomingdale increased \$136k. The market value of investments increased \$915k and ended the year at \$25m. Real Property Held for Sale or Development increased \$647k for progress on road and water tank in the Savannah Chatham Manufacturing Center. Deferred Income increased \$151k due to 2024 Infrastructure Fees billed before year end as requested from customers. The December 2023 Statement of Revenues & Expenses records a \$544k Net Income for the month. Net Ordinary Loss of \$404k is mainly due to the Film Incentive accrued in December. Non-Operating Income of \$948k for the month is attributable to investment gains. Year to Date (YTD) Ordinary Income is \$737k, \$155k over the \$582k budget. YTD Non-Operating Revenue is \$3.3m versus the \$500k budget. YTD Net Income for 2023 is \$4m and \$3m better than budget.

Kevin Jackson asked when the audit will be conducted. Mark and Trip both responded that the final audit will be presented at the April Board meeting. There were no further questions or comments from the board.

MOTION was made by Kal Patel to approve the November and December 2023 financial statements. The motion was seconded by Scott Center. The board approved the financials by unanimous vote.

C) Approval of Nominating Committee Report

It was reported at the November board meeting that the SEDA Nominating Committee needed to be formed to recommend one appointment to the SEDA Board of Directors. The members of the committee were also announced at the November board meeting. It was reported that SEDA has one opening to fill. The committee recommends that the SEDA board approves re-appointing Trey Thompson to the board.

Ms. Kay Ford thanked Cheri Dean for her five years of service on the SEDA board by presenting her with a gift as a token of appreciation.

There were no questions or comments from the board on the SEDA appointment.

MOTION was made by Kevin Jackson to approve the SEDA Board appointment. The motion was seconded by Kal Patel. Trey Thompson abstained. The board approved the motion.

D) Approval of The Bond Resolution for International Paper

A draft copy of the bond resolution was sent via email notification to board members on Wednesday February 7, 2024. Kay called on Trip Tollison and Jon Pannell for comments. Jon explained that the resolution is between SEDA, International Paper and Chatham County. The SEDA board has previously approved a resolution in 2014 for the execution and delivery of a tax valuation agreement. In 2017 the SEDA board approved amendment one. This resolution includes a second amendment to the original tax valuation agreement. Chatham County has signed and approved this bond resolution with the second amendment. There were no questions.

MOTION was made by Kevin Jackson to approve the Bond Resolution for International Paper to not exceed the aggregate principal amount of \$130,000,000. The motion was seconded by Greg Parker. Karen Bogans abstained. The board approved the motion.

PRESIDENT'S REPORT

At this time, Ms. Ford turned the meeting over to Trip Tollison for the president's report.

A) Savannah Music Festival- Artistic Director Ryan McMaken

Trip Tollison introduced and thanked both Ryan McMaken, SMF Artistic Director and Mary Dubas, SMF Board Chair for joining us today. Mary apologized for Gene Dobbs Bradford's absence but shared that she is excited for Ryan to speak on behalf of the Savannah Music Festival. The Savannah Music Festival is Georgia's largest musical arts event and one of the most distinctive cross-genre music festivals in the world. The festival runs from March 28 – April 13, 2024, a seventeen daylong event. The festival features classical music, jazz, American and International roots music. The festival generates \$9 million in direct spending, \$6 million in visitor spending and \$700K tax revenue. Several photos of year-round events were shared. In 2024 Savannah Music Festival will have several new debut performers, two commissions, the classical chamber music series, tributes to the legends, continued community engagement, and special events to include the Spring Fling event. Ryan and Mary both thanked Trip and the SEDA Board for the opportunity to speak to the group. There were no questions or comments from the board.

B) Tourism Economic Impact and Employment – Michael Owens and Joe Marinelli

Trip Tollison introduced and thanked both Michael Owens with Tourism Leadership Council and Joe Marinelli with Visit Savannah for being here today. Joe Marinelli began the presentation with market travel data. 2022 data was presented. The data revealed 9.7 million overnight visitors, \$265 average spend per person on overnight trips, 2.3 nightly average length of stay, \$4.4 billion in visitor spending, 2.8 people party size average, \$90 average spend per person on day trips and 75% of respondents satisfied with their Savannah experience. The four reasons people traveled to Savannah were marketable trips (54%), visiting friends and relatives (35%), business/ leisure (7%), and business (3%). Joe mentioned that he is most impressed at the time of year travelers are visiting Savannah. Before he began his career at Visit Savannah the tourism season was not yearly. Now all four seasons are seeing visitors to the region at a close to equal percentage. As U.S. outbound travel recovers, Savannah has more destinations to compete with. However, strong leisure travel is still in demand, Global Business travel association states 2024 is still on track to exceed pre-pandemic levels, international travel is expected to strengthen, and domestic travel remains high. Savannah market opportunities consist of hotel development, economic development, tourism development projects, convention center expansion, growing culinary scene, robust events, sustainability project, and diversification of offerings. Real domestic leisure travel spending is forecasted at \$749B in 2024, with real domestic business travel spending forecasted at \$239B in 2024. In 2023 Savannah had 70.7% hotel occupancy, the highest out of ten competitive cities. Joe Marinelli turned the presentation over to Michael Owens who spoke on workforce. The hospitality and tourism industry represents thousands of people here in Savannah. Tourism employs more than 27,000 people directly. That's 1 in 7 employed people working in tourism in Savannah. No other industry in Savannah gives workers the same ability to advance within their careers. Many of the top executives working in our city started as valets and servers. Tourism is one of the very few industries where an individual can achieve financial and career success without formal education, it's a heart for service, commitment to excellence, and a passion for people that paves the way for success in the tourism community. As the second biggest economic and employment factor in our community, the tourism community has a big impact on the Savannah region. Michael turned the presentation back over to Joe. Joe presented a picture of an Old Town

Trolley popup roadshow bus and a mock set up of a marketing event. Visit Savannah and SEDA are planning a joint roadshow in 2024 to the following proposed cities: Buffalo, Cleveland, Columbus, Cincinnati, Louisville, Nashville, Memphis, Atlanta, Chicago, Indianapolis, Philadelphia, and D.C. Trip mentioned that it is important for SEDA to be apart of these roadshow events to help promote Savannah not only by coming to visit but to be a part of our community and workforce. There were no questions or comments from the board.

C) *WTC Savannah Update – Leigh Ryan*

Trip Tollison introduced Leigh Ryan, VP WTC SAV. Leigh provided an update on World Trade Center Savannah. The WTCA 54th Global Business Forum is scheduled in Bengaluru, India from March 3-6. Leigh Ryan, Joyce Roche, and Scott Center will be attending representing WTCSav. WTCSav has been selected as a finalist for the 3rd Biennial Champions Awards. The awards celebrate the excellence and impact of WTCA members in their regions and globally. WTCSav is competing for the following awards: Champion Award for Local Connectivity, Champion Award for Reciprocity & Network Support, and Champion Award for Regional Member of the Year (North America). Several educational programs and networking events coming up in the next few months, dates of those events were presented to the group. WTCSav offers a valuable trade service by organizing and hosting inbound delegations. This service showcases the economic benefits of doing business in southeast Georgia to delegates from around the world with our unique hospitality. Feb. 22-23 the Consulate General of the Kingdom of the Netherlands and Cultural Attaché will be visiting Savannah. Mar. 13-19 Ireland visitors will be here, to include representative from Limerick, Wexford, Minister & Consul General. In May the British Consul General will visit. In May a TradeBridge Business Delegation will visit. The 2024 Prosperity Through Trade Lunch is scheduled for May 2 at the Savannah Convention Center. Chris Young, a Georgia native will be this year's speaker. Chris is a world-class protocol trainer, speaker, and expert with an impressive career serving as Georgia's Chief of Protocol and Director of International Affairs, Deputy Chief of Staff at U.S. Department of Agriculture, Executive Director of CIFAL Atlanta (UN training organization), and Executive Director of The Protocol School of Washington. WTCSav International Business of the Year Award will be awarded at the Prosperity Through Trade luncheon. The award recognizes companies that excel in international trade and acknowledges the importance of trade to the region's economy. Applications are due by Friday March 29. There were no questions or comments from the board.

D) *Film Savannah Update – Walker Dalton*

Trip Tollison introduced Walker Dalton, SRFC Executive Director. Walker provided an update on the Savannah Film Commission. Walker shared that himself and Katie Schuck, SRFC Assistant Executive Director attended The Sundance Film Festival in January. The Sundance Film Festival is the largest independent film festival in the United States, it takes place each January in Park City, Utah, and acts as a showcase for new work from American and international independent filmmakers. The festival consists of competitive sections for American and international dramatic and documentary films, both feature films and short films. Many films premiering at Sundance have gone on to be nominated and win Oscars such as Best Picture, Best Director, and Best Actor in a Leading Role. The festival is named after Redford's character from Butch Cassidy and the Sundance Kid. What makes Sundance dynamic, a true business forecast of the independent film market and a curated space, where new tastes and trends percolate, isn't just the movies or celebrity sightings. It's the wild makeup of its crowd year after year. Being present, gives access to the decision makers and an opportunity to influence the narrative of Savannah's filming potential. SRFC hosted a great event held on the first night of Sundance with Rise Impact Capitol and Georgia Entertainment. The event was at capacity (over 150 people and a wait list of 300) with producers and studio executives in attendance to kick off the festival. The swag bag had contributions from local vendors like Savannah Bee, Hale Tea Co, and more. Several photos from

Sundance were shown. In 2023 sixty-two professional productions were filmed in the Savannah region. Three independent productions were in Savannah during the WGA and SAG/ AFTRA strikes. 2023 had a total direct spend of over \$98 million. It's imperative to attend festivals like Sundance and Cannes for the creative and incentive conversations about the region's resources, crew base, locations and SEDA's newly approved Soundstage Incentive. There were no questions or comments from the board.

NEXT MEETING

Trip reminded the group that the next SEDA Board meeting will be held April 9, 2024 at 11a.m. at the SCAD River Dorm (640 Indian Street). The board picture will be taken at the April meeting, so attendance from the Board is strongly encouraged.

FOR THE GOOD OF THE ORDER

Trip Tollison recognized and thanked Mr. Paul Hinchey for his service as Board Chair for the past two years. Trip congratulated Kay Ford as incoming Chair and as the first female Chair in the history of SEDA. Champagne was presented to all in attendance to celebrate Kay's first board meeting as Chair.

There being no further business, the meeting was adjourned.

Respectfully submitted,

Katelyn Satterthwaite
Assistant Secretary



**Management Analysis for Board of Directors
January 2024**

The January 2024 Statement of Assets, Liabilities & Net Assets records \$10m in Operating Cash. There was an increase of \$409k from December due to the collection of \$2.5m of annual revenues and paying \$2.1m of expenses. Funds held for the West Chatham Water and Sewer in Bloomingdale increased by \$370k.

Accounts Receivable increased \$5.8m during the month to a total of \$9m ending balance.

The market value of investments increased \$112k and ended the month at \$25.2m.

Accounts Payable decreased \$1.2m during the month to a total of \$1.5m ending balance.

Deferred Income increased to \$9.7m due to 2024 Infrastructure Fees invoiced at the beginning of the year.

The January 2024 Statement of Revenues & Expenses records \$47k Net Income. Net Ordinary Loss for the month was \$97k mainly due to the 2024 Trolley Tour Road Show sponsorship. Non-Operating Revenue was \$144k.

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of January 31, 2024

	Jan 31, 24	Dec 31, 23	\$ Change	Jan 31, 23	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
OPERATING CHECKING & MM ACCTS	10,243,097.79	9,834,481.23	408,616.56	21,359,979.41	-11,116,881.62
SOUTH STATE VETERANS PKWY CKI...	574,745.82	574,497.91	247.91	5,078,960.11	-4,504,214.29
UNITED COMMUNITY BANK GEFA	3,884,906.35	3,514,502.11	370,404.24	3,168,656.16	716,250.19
Total Checking/Savings	14,702,749.96	13,923,481.25	779,268.71	29,607,595.68	-14,904,845.72
Accounts Receivable	9,094,877.39	3,272,437.14	5,822,440.25	3,665,582.92	5,429,294.47
Other Current Assets					
A/R-MISCELLANEOUS	3,517,906.31	3,500,012.62	17,893.69	4,179,934.85	-662,028.54
DEPOSITS	1,535,855.83	1,535,855.83	0.00	1,535,855.83	0.00
INVESTMENTS @ MKT VALUE	25,265,336.01	25,153,556.60	111,779.41	23,272,114.60	1,993,221.41
PREPAID EXPENSES	62,888.90	56,766.00	6,122.90	56,464.00	6,424.90
Undeposited Funds	240,381.11	240,381.11	0.00	0.00	240,381.11
Total Other Current Assets	30,622,368.16	30,486,572.16	135,796.00	29,044,369.28	1,577,998.88
Total Current Assets	54,419,995.51	47,682,490.55	6,737,504.96	62,317,547.88	-7,897,552.37
Fixed Assets					
ACCUMULATED DEPRECIATION	-907,562.09	-880,716.98	-26,845.11	-643,546.81	-264,015.28
BUILDINGS	7,255,331.17	7,255,331.17	0.00	7,255,331.17	0.00
FURNITURE & EQUIPMENT	734,938.71	733,120.78	1,817.93	723,143.05	11,795.66
LAND AND LAND IMPROVEMENTS	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00
VEHICLES	254,767.28	254,767.28	0.00	236,452.47	18,314.81
Total Fixed Assets	8,537,475.07	8,562,502.25	-25,027.18	8,771,379.88	-233,904.81
Other Assets					
AMORTIZATION OF DEFERRED COST	-1,206,176.73	-1,183,037.53	-23,139.20	-928,541.53	-277,635.20
DEFERRED COSTS	4,602,625.93	4,602,625.93	0.00	4,602,625.93	0.00
INVESTMENT IN SEDA I, LLC	838,136.22	829,957.13	8,179.09	741,073.73	97,062.49
LEASED ASSETS	734,627.73	734,627.73	0.00	700,155.79	34,471.94
LEASED ASSETS - AMORTIZATION	-349,533.61	-337,193.41	-12,340.20	-218,348.00	-131,185.61
OTHER RECEIVABLE	5,210,289.70	5,210,289.70	0.00	0.00	5,210,289.70
REAL PROP.HELD-SALE/DEVELOPMENT	15,046,508.88	14,906,275.49	140,233.39	11,642,681.06	3,403,827.82
Total Other Assets	24,876,478.12	24,763,545.04	112,933.08	16,539,646.98	8,336,831.14
TOTAL ASSETS	87,833,948.70	81,008,537.84	6,825,410.86	87,628,574.74	205,373.96

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of January 31, 2024

	Jan 31, 24	Dec 31, 23	\$ Change	Jan 31, 23	\$ Change
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
ACCOUNTS PAYABLE	1,528,036.60	2,689,350.07	-1,161,313.47	1,202,083.65	325,952.95
Total Accounts Payable	1,528,036.60	2,689,350.07	-1,161,313.47	1,202,083.65	325,952.95
Credit Cards	56,653.49	34,568.37	22,085.12	55,349.43	1,304.06
Other Current Liabilities					
A/P-MISCELLANEOUS	251,531.36	9,845.10	241,686.26	0.00	251,531.36
ACCRUED EXPENSES	1,930,048.13	1,882,748.13	47,300.00	2,391,598.13	-461,550.00
DEFERRED INCOME	9,722,017.21	2,048,366.00	7,673,651.21	8,475,261.11	1,246,756.10
PILOT/VPILT PAYABLE	77,000.00	77,000.00	0.00	0.00	77,000.00
RETAINAGE PAYABLE	185,018.18	185,018.18	0.00	40,000.00	145,018.18
TENANT DEPOSITS-SEDA OFC BLDG	0.00	0.00	0.00	1,500.00	-1,500.00
UNITED WAY PAYABLE	1,784.30	1,732.66	51.64	1,401.92	382.38
Total Other Current Liabilities	12,167,399.18	4,204,710.07	7,962,689.11	10,909,761.16	1,257,638.02
Total Current Liabilities	13,752,089.27	6,928,628.51	6,823,460.76	12,167,194.24	1,584,895.03
Long Term Liabilities					
DEFERRED INTERCHANGE COSTS	421,898.72	425,277.86	-3,379.14	4,809,525.36	-4,387,626.64
GEFA LOAN PAYABLE	3,791,458.18	3,810,880.33	-19,422.15	3,830,282.76	-38,824.58
LEASE LIABILITY	370,051.30	392,633.39	-22,582.09	464,235.54	-94,184.24
Total Long Term Liabilities	4,583,408.20	4,628,791.58	-45,383.38	9,104,043.66	-4,520,635.46
Total Liabilities	18,335,497.47	11,557,420.09	6,778,077.38	21,271,237.90	-2,935,740.43
Equity					
NET ASSETS-INVSTD IN CAP ASSETS	8,567,303.18	8,567,303.18	0.00	8,819,059.49	-251,756.31
NET ASSETS-UNRESTRICTED	60,883,814.57	56,641,064.09	4,242,750.48	56,389,307.78	4,494,506.79
Net Income	47,333.48	4,242,750.48	-4,195,417.00	1,148,969.57	-1,101,636.09
Total Equity	69,498,451.23	69,451,117.75	47,333.48	66,357,336.84	3,141,114.39
TOTAL LIABILITIES & EQUITY	87,833,948.70	81,008,537.84	6,825,410.86	87,628,574.74	205,373.96

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenues & Expenses - Actual vs. Budget
 January 2024

	Jan 24	Budget	\$ Over Budget	Jan 24	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
BOND FEES	23,341.86	20,600.00	2,741.86	23,341.86	20,600.00	2,741.86	248,000.00
FOREIGN TRADE ZONE REVENUE	16,060.00	20,800.00	-4,740.00	16,060.00	20,800.00	-4,740.00	250,000.00
INFRASTRUCTURE FEES	769,396.23	785,400.00	-16,003.77	769,396.23	785,400.00	-16,003.77	9,424,000.00
MISCELLANEOUS INCOME	1,250.00	1,250.00	0.00	1,250.00	1,250.00	0.00	15,000.00
RENTAL INCOME - OTHER	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
TRADE SERVICES INCOME	13,576.00	15,900.00	-2,324.00	13,576.00	15,900.00	-2,324.00	260,000.00
Total Income	823,624.09	843,950.00	-20,325.91	823,624.09	843,950.00	-20,325.91	10,200,000.00
Gross Profit	823,624.09	843,950.00	-20,325.91	823,624.09	843,950.00	-20,325.91	10,200,000.00
Expense							
ADMIN. OPERATING EXPENSES	375,676.60	432,392.00	-56,715.40	375,676.60	432,392.00	-56,715.40	5,187,000.00
ASSESSMENTS-CROSSROADS OWNE...	20,949.75	21,000.00	-50.25	20,949.75	21,000.00	-50.25	21,000.00
DEPRECIATION & AMORTIZATION	62,324.51	63,000.00	-675.49	62,324.51	63,000.00	-675.49	755,000.00
ENG,ENV,MITIGATION,SURVEY,LEGAL	126.00	29,100.00	-28,974.00	126.00	29,100.00	-28,974.00	350,000.00
INTEREST EXPENSE	898.50			898.50			
PROPERTY MAINTENANCE	6,760.37	6,800.00	-39.63	6,760.37	6,800.00	-39.63	80,000.00
SALES,MKT,PR,RES,PROJ MGT EXP.	453,559.63	193,000.00	260,559.63	453,559.63	193,000.00	260,559.63	3,424,000.00
Total Expense	920,295.36	745,292.00	175,003.36	920,295.36	745,292.00	175,003.36	9,817,000.00
Net Ordinary Income	-96,671.27	98,658.00	-195,329.27	-96,671.27	98,658.00	-195,329.27	383,000.00
Other Income/Expense							
Other Income							
NON-OPERATING REVENUE(EXPENSE)	144,004.75	31,900.00	112,104.75	144,004.75	31,900.00	112,104.75	731,000.00
Total Other Income	144,004.75	31,900.00	112,104.75	144,004.75	31,900.00	112,104.75	731,000.00
Net Other Income	144,004.75	31,900.00	112,104.75	144,004.75	31,900.00	112,104.75	731,000.00
Net Income	47,333.48	130,558.00	-83,224.52	47,333.48	130,558.00	-83,224.52	1,114,000.00



**Management Analysis for Board of Directors
February 2024**

The February 2024 Statement of Assets, Liabilities & Net Assets records \$13.2m Operating Cash. \$6.4m was collected in February with an additional \$3.4m transferred from the GEFA account. \$6.9m was disbursed during the month, including the remaining \$4.8m related to SEDA's commitment toward the JDA Water & Sewer project with the offset as an increase in long term Other Receivable.

Accounts Receivable decreased \$2m during the month and shows an ending balance of \$7m.

The market value of investments increased \$466k in February. The balance as of February 29, 2024 is \$25.7m.

Accounts Payable decreased \$1.2m during the month to a \$300k ending balance.

Deferred Income increased to \$13.6m, representing the amount of billing that has been invoiced but not yet recognized.

The February 2024 Statement of Revenues & Expenses records \$214k Net Ordinary Income for the month, \$507k Non-Operating Income and Total Net Income of \$721k. Year to Date (YTD) Net Ordinary Income is \$117k while Non-Operating Income is \$651k, producing a Net Income of \$768k for the first two months of 2024.

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of February 29, 2024

	Feb 29, 24	Jan 31, 24	\$ Change	Feb 28, 23	\$ Change
ASSETS					
Current Assets					
Checking/Savings					
OPERATING CHECKING & MM ACCTS	13,225,426.80	10,243,097.79	2,982,329.01	21,038,932.50	-7,813,505.70
SOUTH STATE VETERANS PKWY CKI...	570,896.72	574,745.82	-3,849.10	4,881,192.95	-4,310,296.23
UNITED COMMUNITY BANK GEFA	879,614.66	3,884,906.35	-3,005,291.69	3,152,935.79	-2,273,321.13
Total Checking/Savings	14,675,938.18	14,702,749.96	-26,811.78	29,073,061.24	-14,397,123.06
Accounts Receivable	7,146,010.41	9,094,877.39	-1,948,866.98	3,132,043.64	4,013,966.77
Other Current Assets					
A/R-MISCELLANEOUS	3,521,561.36	3,517,906.31	3,655.05	4,033,358.65	-511,797.29
DEPOSITS	1,535,855.83	1,535,855.83	0.00	1,535,855.83	0.00
INVESTMENTS @ MKT VALUE	25,731,521.13	25,265,336.01	466,185.12	22,868,898.41	2,862,622.72
PREPAID EXPENSES	57,030.90	62,888.90	-5,858.00	51,134.00	5,896.90
Undeposited Funds	0.00	240,381.11	-240,381.11	0.00	0.00
Total Other Current Assets	30,845,969.22	30,622,368.16	223,601.06	28,489,246.89	2,356,722.33
Total Current Assets	52,667,917.81	54,419,995.51	-1,752,077.70	60,694,351.77	-8,026,433.96
Fixed Assets					
ACCUMULATED DEPRECIATION	-934,400.09	-907,562.09	-26,838.00	-670,004.81	-264,395.28
BUILDINGS	7,255,331.17	7,255,331.17	0.00	7,255,331.17	0.00
FURNITURE & EQUIPMENT	734,938.71	734,938.71	0.00	724,960.98	9,977.73
LAND AND LAND IMPROVEMENTS	1,200,000.00	1,200,000.00	0.00	1,200,000.00	0.00
VEHICLES	254,767.28	254,767.28	0.00	236,452.47	18,314.81
Total Fixed Assets	8,510,637.07	8,537,475.07	-26,838.00	8,746,739.81	-236,102.74
Other Assets					
AMORTIZATION OF DEFERRED COST	-1,229,312.73	-1,206,176.73	-23,136.00	-951,677.53	-277,635.20
DEFERRED COSTS	4,602,625.93	4,602,625.93	0.00	4,602,625.93	0.00
INVESTMENT IN SEDA I, LLC	846,240.24	838,136.22	8,104.02	749,082.14	97,158.10
LEASED ASSETS	734,627.73	734,627.73	0.00	734,627.73	0.00
LEASED ASSETS - AMORTIZATION	-361,873.81	-349,533.61	-12,340.20	-213,791.40	-148,082.41
OTHER RECEIVABLE	10,000,000.00	5,210,289.70	4,789,710.30	2,500,000.00	7,500,000.00
REAL PROP.HELD-SALE/DEVELOPMENT	15,216,554.10	15,046,508.88	170,045.22	11,649,653.56	3,566,900.54
Total Other Assets	29,808,861.46	24,876,478.12	4,932,383.34	19,070,520.43	10,738,341.03
TOTAL ASSETS	90,987,416.34	87,833,948.70	3,153,467.64	88,511,612.01	2,475,804.33

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Assets, Liabilities & Net Assets
As of February 29, 2024

	Feb 29, 24	Jan 31, 24	\$ Change	Feb 28, 23	\$ Change
LIABILITIES & EQUITY					
Liabilities					
Current Liabilities					
Accounts Payable					
ACCOUNTS PAYABLE	298,604.84	1,528,036.60	-1,229,431.76	3,287,163.93	-2,988,559.09
Total Accounts Payable	298,604.84	1,528,036.60	-1,229,431.76	3,287,163.93	-2,988,559.09
Credit Cards	69,077.51	56,653.49	12,424.02	-147,362.56	216,440.07
Other Current Liabilities					
A/P-MISCELLANEOUS	251,531.36	251,531.36	0.00	0.00	251,531.36
ACCRUED EXPENSES	1,727,648.13	1,930,048.13	-202,400.00	2,180,098.13	-452,450.00
DEFERRED INCOME	13,604,825.21	9,722,017.21	3,882,808.00	7,712,221.11	5,892,604.10
PILOT/VPILT PAYABLE	77,000.00	77,000.00	0.00	0.00	77,000.00
RETAINAGE PAYABLE	185,018.18	185,018.18	0.00	40,000.00	145,018.18
TENANT DEPOSITS-SEDA OFC BLDG	0.00	0.00	0.00	1,500.00	-1,500.00
UNITED WAY PAYABLE	979.92	1,784.30	-804.38	832.38	147.54
Total Other Current Liabilities	15,847,002.80	12,167,399.18	3,679,603.62	9,934,651.62	5,912,351.18
Total Current Liabilities	16,214,685.15	13,752,089.27	2,462,595.88	13,074,452.99	3,140,232.16
Long Term Liabilities					
DEFERRED INTERCHANGE COSTS	418,598.87	421,898.72	-3,299.85	4,801,214.63	-4,382,615.76
GEFA LOAN PAYABLE	3,772,016.28	3,791,458.18	-19,441.90	3,830,282.76	-58,266.48
LEASE LIABILITY	362,800.46	370,051.30	-7,250.84	507,186.28	-144,385.82
Total Long Term Liabilities	4,553,415.61	4,583,408.20	-29,992.59	9,138,683.67	-4,585,268.06
Total Liabilities	20,768,100.76	18,335,497.47	2,432,603.29	22,213,136.66	-1,445,035.90
Equity					
NET ASSETS-INVSTD IN CAP ASSETS	8,567,303.18	8,567,303.18	0.00	8,819,059.49	-251,756.31
NET ASSETS-UNRESTRICTED	60,883,814.57	60,883,814.57	0.00	56,389,307.78	4,494,506.79
Net Income	768,197.83	47,333.48	720,864.35	1,090,108.08	-321,910.25
Total Equity	70,219,315.58	69,498,451.23	720,864.35	66,298,475.35	3,920,840.23
TOTAL LIABILITIES & EQUITY	90,987,416.34	87,833,948.70	3,153,467.64	88,511,612.01	2,475,804.33

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
Statement of Revenues & Expenses - Actual vs. Budget
February 2024

	Feb 24	Budget	\$ Over Budget	Jan - Feb 24	YTD Budget	\$ Over Budget	Annual Budget
Ordinary Income/Expense							
Income							
BOND FEES	23,365.00	20,700.00	2,665.00	46,706.86	41,300.00	5,406.86	248,000.00
FOREIGN TRADE ZONE REVENUE	16,040.00	20,900.00	-4,860.00	32,100.00	41,700.00	-9,600.00	250,000.00
INFRASTRUCTURE FEES	769,420.00	785,300.00	-15,880.00	1,538,816.23	1,570,700.00	-31,883.77	9,424,000.00
MISCELLANEOUS INCOME	1,250.00	1,250.00	0.00	2,500.00	2,500.00	0.00	15,000.00
RENTAL INCOME - OTHER	0.00	0.00	0.00	0.00	0.00	0.00	3,000.00
TRADE SERVICES INCOME	13,834.00	15,800.00	-1,966.00	27,410.00	31,700.00	-4,290.00	260,000.00
Total Income	823,909.00	843,950.00	-20,041.00	1,647,533.09	1,687,900.00	-40,366.91	10,200,000.00
Gross Profit	823,909.00	843,950.00	-20,041.00	1,647,533.09	1,687,900.00	-40,366.91	10,200,000.00
Expense							
ADMIN. OPERATING EXPENSES	415,025.68	432,242.00	-17,216.32	790,702.28	864,634.00	-73,931.72	5,187,000.00
ASSESSMENTS-CROSSROADS OWNE...	0.00	0.00	0.00	20,949.75	21,000.00	-50.25	21,000.00
DEPRECIATION & AMORTIZATION	62,314.20	62,900.00	-585.80	124,638.71	125,900.00	-1,261.29	755,000.00
ENG,ENV,MITIGATION,SURVEY,LEGAL	19,519.05	29,200.00	-9,680.95	19,645.05	58,300.00	-38,654.95	350,000.00
INTEREST EXPENSE	873.54			1,772.04			
PROPERTY MAINTENANCE	6,525.64	6,600.00	-74.36	13,286.01	13,400.00	-113.99	80,000.00
SALES,MKT,PR,RES,PROJ MGT EXP.	105,412.40	192,200.00	-86,787.60	558,972.03	385,200.00	173,772.03	3,424,000.00
Total Expense	609,670.51	723,142.00	-113,471.49	1,529,965.87	1,468,434.00	61,531.87	9,817,000.00
Net Ordinary Income	214,238.49	120,808.00	93,430.49	117,567.22	219,466.00	-101,898.78	383,000.00
Other Income/Expense							
Other Income							
NON-OPERATING REVENUE(EXPENSE)	506,625.86	75,500.00	431,125.86	650,630.61	107,400.00	543,230.61	731,000.00
Total Other Income	506,625.86	75,500.00	431,125.86	650,630.61	107,400.00	543,230.61	731,000.00
Net Other Income	506,625.86	75,500.00	431,125.86	650,630.61	107,400.00	543,230.61	731,000.00
Net Income	720,864.35	196,308.00	524,556.35	768,197.83	326,866.00	441,331.83	1,114,000.00

SAVANNAH ECONOMIC
DEVELOPMENT AUTHORITY

CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

Draft 4-2-2024

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

TABLE OF CONTENTS

DECEMBER 31, 2023 AND 2022

	<u>Pages</u>
Independent Auditor’s Report	1-3
Consolidated Statements of Net Position – Proprietary Fund.....	4
Consolidated Statements of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Fund.....	5-6
Consolidated Statements of Cash Flows – Proprietary Fund.....	7-8
Notes to Consolidated Financial Statements.....	9-20
Schedule of Expenditures of OneGeorgia Awards.....	22
Source and Application of Funds Schedule - OneGeorgia Awards.....	23
Project Cost Schedule - OneGeorgia Awards.....	24
Independent Auditor’s Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	25-26

Independent Auditor's Report

To the Board of Directors of
Savannah Economic Development Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying consolidated financial statements of the business-type activities of the Savannah Economic Development Authority (SEDA) and affiliates, as of and for the years ended December 31, 2023 and 2022, and the related notes to the consolidated financial statements, which collectively comprise SEDA's basic financial statements as listed in the table of contents.

In our opinion, the accompanying consolidated financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of SEDA, as of December 31, 2023 and 2022, and the respective changes in financial position, and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of SEDA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about SEDA's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SEDA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about SEDA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Management has omitted management's discussion and analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinions on the basic financial statements are not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the consolidated financial statements that collectively compromise SEDA's basic financial statements. The accompanying Schedule of Expenditures of OneGeorgia Awards, the Source and Application of Funds Schedule - OneGeorgia Awards, and the Project Cost Schedule - OneGeorgia Awards are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, this supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 9, 2024, on our consideration of SEDA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion the effectiveness of SEDA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering SEDA's internal control over financial reporting and compliance.

Holland, Bromley, Barnhill & Brett, LLP
Savannah, Georgia
April 9, 2024

Draft 4-2-2024

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
CONSOLIDATED STATEMENTS OF NET POSITION
PROPRIETARY FUND

	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 13,006,979	\$ 19,416,196
Restricted cash	916,501	8,646,583
Investments	25,153,557	22,339,095
Accounts receivable	6,772,449	6,572,762
Prepaid expenses and deposits	1,833,003	1,590,154
Total current assets	<u>47,682,489</u>	<u>58,564,790</u>
Noncurrent assets		
Accounts receivable, noncurrent	5,210,290	-
SEDA I, LLC investment	829,957	733,159
Capital assets, net of accumulated depreciation and amortization	8,959,937	9,289,532
Real property held for sale or development	14,906,275	11,636,021
Total noncurrent assets	<u>29,906,459</u>	<u>21,658,712</u>
Total assets	<u>77,588,948</u>	<u>80,223,502</u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows of resources, net of amortization	3,419,588	3,697,224
	<u>3,419,588</u>	<u>3,697,224</u>
LIABILITIES		
Current liabilities		
Accounts payable	2,920,515	1,212,865
Accrued expenses	1,882,748	2,354,098
Unearned property deposits	-	1,500
Voluntary payments in lieu of taxes	77,000	77,000
Current portion of lease obligations	149,010	116,567
Current portion of note payable	234,374	-
Total current liabilities	<u>5,263,647</u>	<u>3,762,030</u>
Long-term lease obligations	243,623	353,905
Long-term note payable	3,576,506	3,830,283
Total liabilities	<u>9,083,776</u>	<u>7,946,218</u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows of resources	2,473,644	10,766,141
	<u>2,473,644</u>	<u>10,766,141</u>
NET POSITION		
Net investment in capital assets	8,567,304	8,819,060
Unrestricted	60,883,812	56,389,307
Total net position	<u>\$ 69,451,116</u>	<u>\$ 65,208,367</u>

(The accompanying notes are an integral part of the consolidated financial statements.)

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
CONSOLIDATED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUND

	For the years ended	
	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
REVENUES AND OTHER SUPPORT		
Infrastructure and recapitalization fees	\$ 8,453,274	\$ 7,728,359
World Trade Center income	500,458	470,554
Administrative fees	285,057	267,542
Rental income	18,839	24,606
Miscellaneous income	<u>15,879</u>	<u>22,770</u>
Total operating revenues	<u>9,273,507</u>	<u>8,513,831</u>
OPERATING EXPENSES		
Personnel and wages	2,160,559	2,281,807
Incentives	1,202,661	589,842
Professional fees	811,336	629,239
Depreciation and amortization	748,367	538,987
Sponsorships	736,327	461,307
Travel and entertainment	434,002	490,383
Promotional and collateral materials	433,190	356,308
Special events and business development	400,379	274,535
Insurance	316,127	249,490
Office	164,117	140,599
Dues and subscriptions	158,614	103,392
Payroll taxes	138,864	138,187
Property maintenance	128,965	157,356
Retirement plan contributions	102,996	99,256
Advertising	78,742	84,581
Board meetings and reports	71,954	31,949
Research	63,298	54,658
Website development and maintenance	56,437	55,012
Organization	44,700	40,397
Utilities	39,723	38,174
Telephone	27,110	41,087
Assessments - Crossroads Owners Association	20,144	39,482
Bad debt	<u>9,500</u>	<u>-</u>
Total operating expenses	<u>8,348,112</u>	<u>6,896,028</u>
Operating income	<u>925,395</u>	<u>1,617,803</u>

(The accompanying notes are an integral part of the consolidated financial statements.)

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
CONSOLIDATED STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
PROPRIETARY FUND - (continued)

	For the years ended	
	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
NON-OPERATING REVENUES (EXPENSES)		
Investment fees	\$ (150,935)	\$ (163,708)
Interest income	713,104	319,740
Dividend income	314,198	180,986
Unrealized gains (losses)	1,802,913	(4,040,384)
Realized gains (losses)	532,505	(251,823)
Gain on disposal of capital assets	21,352	-
Interest expense	(12,531)	(11,502)
Income from SEDA I, LLC	96,748	331,909
Total non-operating revenues (expenses)	<u>3,317,354</u>	<u>(3,634,782)</u>
Net income (loss)	4,242,749	(2,016,979)
Net position - beginning	<u>65,208,367</u>	<u>67,225,346</u>
Net position - ending	<u>\$ 69,451,116</u>	<u>\$ 65,208,367</u>

(The accompanying notes are an integral part of the consolidated financial statements.)

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
CONSOLIDATED STATEMENTS OF CASH FLOWS
PROPRIETARY FUND

	For the years ended	
	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash expended from providing services	\$ (4,430,467)	\$ (12,172,290)
Payments to suppliers and employees	<u>(6,606,294)</u>	<u>(11,054,213)</u>
Net cash used for operating activities	<u>(11,036,761)</u>	<u>(23,226,503)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Acquisition or construction of capital assets	(147,486)	(164,299)
Proceeds from sale of capital assets	27,701	-
(Payments) borrowings on note payable	(19,403)	3,830,283
Borrowings on lease obligations	51,369	-
Payments on lease obligations	<u>(141,739)</u>	<u>(96,268)</u>
Net cash (used for) provided by capital and related financing activities	<u>(229,558)</u>	<u>3,569,716</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition or development of real property held for sale or development	(3,270,254)	(405,850)
Interest proceeds from cash and cash equivalents	<u>397,274</u>	<u>39,360</u>
Net cash used for investing activities	<u>(2,872,980)</u>	<u>(366,490)</u>
Net decrease in cash and cash equivalents	(14,139,299)	(20,023,277)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	<u>28,062,779</u>	<u>48,086,056</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 13,923,480</u>	<u>\$ 28,062,779</u>
CASH AND CASH EQUIVALENTS from the Consolidated Statements of Financial Position		
Cash and cash equivalents	\$ 13,006,979	\$ 19,416,196
Restricted cash	<u>916,501</u>	<u>8,646,583</u>
	<u>\$ 13,923,480</u>	<u>\$ 28,062,779</u>

(The accompanying notes are an integral part of the consolidated financial statements.)

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
CONSOLIDATED STATEMENTS OF CASH FLOWS
PROPRIETARY FUND - (continued)

	For the years ended <u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH USED FOR OPERATING ACTIVITIES		
Operating income	\$ 925,395	\$ 1,617,803
Adjustments to reconcile operating income to cash used for operating activities		
Depreciation and amortization expense	748,367	538,987
Increase in deferred outflows of resources	-	(2,850,234)
Decrease in deferred inflows of resources	(8,292,497)	(15,148,708)
Change in assets and liabilities		
Increase in accounts receivable	(5,409,977)	(5,537,413)
Increase in prepaid expenses and deposits	(242,849)	(1,538,687)
Decrease in other receivable	-	445,460
Increase (decrease) in accounts payable	1,707,650	(668,761)
Decrease in accrued expenses	(471,350)	(161,950)
Decrease in unearned property deposits	(1,500)	-
Increase in voluntary payments in lieu of taxes	-	77,000
Net cash used for operating activities	<u>\$ (11,036,761)</u>	<u>\$ (23,226,503)</u>
 SCHEDULE OF NON-CASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES		
Change in fair value of investments	\$ 2,814,462	\$ (3,994,600)
Change in investment in SEDA 1, LLC	96,798	331,959

(The accompanying notes are an integral part of the consolidated financial statements.)

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

The Savannah Economic Development Authority is a body corporate and politic and an instrumentality of the State of Georgia established in 1925, as the Savannah Port Authority, and by amendment to the Constitution of the State of Georgia in 1951. The organization was renamed the Savannah Economic Development Authority (SEDA) in 1989. SEDA's board consists of nineteen members with six members appointed by each the City of Savannah, Chatham County, and SEDA. Each of the above organizations has the opportunity to appoint the nineteenth member on a rotating basis.

SEDA's primary goals are developing industrial growth and expansion and making long range plans for the coordination of commerce, industry and traffic within Savannah and Chatham County, Georgia. SEDA's primary functions in achieving these goals are the issuance of industrial revenue obligations, real estate acquisition, development and management, and soliciting businesses for potential relocation to the Savannah area.

Reporting Entity

SEDA is governed by members of the board of directors. The reporting entity comprises the primary government, component units, and other organizations that are included to ensure that the financial statements are not misleading.

Criteria for determining if other entities are potential component units which should be reported within SEDA's financial statements are identified and described in GASB's Codification of Governmental Accounting and Financial Reporting Standards, Sections 2100 and 2600. The application of these criteria provides for identification of any entities for which SEDA is financially accountable and other organizations for which the nature and significance of their relationship with SEDA are such that exclusion would cause SEDA's financial statements to be misleading or incomplete. Based on these criteria, no component units are included within the reporting entity of SEDA.

SEDA's consolidated financial statements include the investment in SEDA I, LLC, which is a single-member limited liability company wholly owned by SEDA. See Note 13 for further discussion.

In 2011, World Trade Center Savannah, LLC (WTCSav) was created as a single member limited liability company wholly owned by SEDA. WTCSav was created to further the SEDA mission to create, grow and attract jobs and investment in the Savannah region. It does so by helping regional businesses expand internationally and identifying more foreign direct investment opportunities for the Savannah region. WTCSav is treated as a consolidating entity included in SEDA's consolidated financial statements as of December 31, 2023 and 2022. See Note 13 for further discussion.

In August 2016, the Savannah Regional Film Commission became a part of SEDA through memorandums of understanding with the City of Savannah and Chatham County. Financial information related to the Savannah Regional Film Commission is included in the accompanying consolidated financial statements with other SEDA operations.

Fund Type

The operations of SEDA are accounted for in the Proprietary Fund type of the Enterprise Fund. Enterprise funds are used to account for the operations that are financed and operated in a manner similar to private business or where SEDA has decided that the determination of revenues earned, costs incurred, and/or income is necessary for management accountability.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Presentation – Fund Accounting

As a body corporate and politic, SEDA elected in 1998 to change its method of financial reporting from that of a not-for-profit organization to that of a government unit. Accordingly, the financial statements are presented in accordance with U.S. generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of SEDA's accounting policies are described below.

Measurement Focus/Basis of Accounting

The economic measurement focus and the accrual basis of accounting are used by SEDA. Proprietary funds use the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recognized when incurred or the economic asset is used. Under this basis of accounting, all assets and liabilities associated with the operations of SEDA are included on the consolidated statements of net position. The accounting objectives of this measurement focus are the determination of operating income, changes in net position, financial position, and cash flow. Proprietary fund equity is classified as net position. Proprietary Fund operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in fund net position.

Cash, Cash Equivalents, and Investments

Cash equivalents include amounts in petty cash, bank demand deposits, and money funds. SEDA considers all highly liquid investments with maturities of three months or less, when purchased, to be cash equivalents. Restricted cash consists of cash held for other entities as part of SEDA's administration of certain economic development projects.

Investments are stated at fair value based on quoted market prices.

Accounts Receivable

SEDA's accounts receivable are stated at realizable values net of allowances for uncollectible accounts, if any. Management considers all receivables at December 31, 2023 and 2022, to be fully collectible. Accordingly, no allowance for doubtful accounts is considered necessary for these receivables.

Prepaid Items

Payments made to vendors for services that benefit periods beyond the current fiscal year are recorded as prepaid items using the consumption method by recording an asset for the prepaid amount and reflecting expense in the year in which the services are consumed.

Real Property Held for Sale or Development

Real property held for sale or development consists of land and improvements located at Crossroads Business Park, Savannah Chatham Manufacturing Center, and other smaller tracts. If purchased, these assets are recorded at the lower of cost or fair market value. If donated, these assets are recorded at appraised value. See Note 8 for further discussion.

Capital Assets

Land, buildings, and equipment are recorded at cost if purchased or appraised value if donated. Depreciation is recorded by using the straight-line method and is based on assets' estimated useful lives ranging from 5 - 40 years.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fund Equity

Fund equity for all proprietary funds is classified as “net position.” Net position represents the difference between assets and liabilities and deferred outflows and inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation and amortization, reduced by the outstanding balances of any borrowings or lease obligations used for the acquisition, construction, or improvements of those assets. Net positions are reported as restricted when there are limitations imposed on their use by outside third parties, creditors, grantors, or regulation of other governments. All other net positions are reported as unrestricted.

Accounting Pronouncements

SEDA is applying all applicable GASB pronouncements as well as following all Financial Accounting Standards Board Statements and Interpretations, Accounting Principles Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedures issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

Tax Abatements

SEDA adheres to GASB 77, *Tax Abatement Disclosures*, which requires state and local governments to disclose certain information about tax abatements and the tax revenues affected by these abatements. SEDA is authorized to enter into tax abatement agreements as a state constitutional authority and by state law. The tax abatement agreements are designed to attract new businesses to Chatham County, Georgia and to incentivize existing businesses to retain or expand operations in the County. Tax on real property and attached fixtures can be partially to fully abated. The length of the agreements as well as the abatement percentages are based on SEDA’s approved guidelines related to the projects’ commitment of the dollar amount of investment and the number of qualifying jobs to be created and/or maintained. SEDA does not collect property taxes and therefore entering into these contracts does not negatively impact SEDA’s revenues. As of December 31, 2023 and 2022, SEDA was a party to fifty-four (54) and fifty (50) tax abatement agreements, respectively.

Infrastructure and Recapitalization Fees

SEDA has invested its own and borrowed funds to foster investment and job creation in Chatham County, Georgia. As a state constitutional authority, SEDA is empowered to offer certain incentives to potential investors in Chatham County, Georgia by taking title to the land and improvements of a project and leasing the property back to the investors. In return for that action, SEDA negotiates annual fees that will repay SEDA for its investment and costs of infrastructure typically paid by government.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows of Resources and Deferred Inflows of Resources

Deferred outflows of resources are reported on a separate line in the consolidated statements of net position to record costs related to future income until such future payments are received. Expenses are amortized over the established payment period. See Note 9 for further discussion.

Deferred inflows of resources are reported on a separate line in the consolidated statements of net position to record funds received related to future expenditures until such future costs are incurred. See Note 3 for further discussion.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed as incurred. Advertising costs for the years ended December 31, 2023 and 2022 were \$78,742 and \$84,581, respectively.

Reclassifications

Certain prior year amounts have been reclassified to conform to current year presentation.

Subsequent Events

SEDA has evaluated subsequent events through April 9, 2024, the date the financial statements were available to be issued.

NOTE 2 - CASH ON DEPOSIT WITH FINANCIAL INSTITUTIONS AND CONCENTRATIONS OF CREDIT RISK

SEDA maintains its cash balances with commercial banks in deposit accounts. The Federal Deposit Insurance Corporation (FDIC) insures these deposits up to \$250,000 per financial institution. In addition, at December 31, 2023, all of SEDA's cash accounts are collateralized in accordance with Official Code of Georgia Annotated, Title 45, Chapter 8, Section 12 (O.C.G.A. § 45-8-12), through the State of Georgia Secure Deposit Program. Uninsured cash at December 31, 2023 and 2022 totaled approximately \$0 and \$928,000, respectively. SEDA has a custodial credit risk policy which states that cash account balances will be reviewed monthly to ensure proper coverage through FDIC insurance.

NOTE 3 - INCOME TAX-EXEMPT INDUSTRIAL REVENUE OBLIGATIONS

A function of SEDA is the issuance of certain income tax-exempt industrial revenue bonds (IRBs) known as conduit debt securities. The full faith and credit of the issuer, SEDA, is not involved. A typical conduit debt security IRB states on its face that the bonds are limited obligations of the issuer, and they are payable solely out of the proceeds of the related project. Hence, purchasers of such bonds have no recourse against SEDA or its employees in the event of default. The bonds are the primary obligation of the borrower on whose behalf the bonds are issued. Consequently, they are not reflected on the financial statements of SEDA. As of December 31, 2023 and 2022, there were 19 and 18 IRBs outstanding with aggregate principal balances of \$733,728,705 and \$762,182,750, respectively.

In January 2021, SEDA issued revenue bonds totaling \$28,000,000 to fund the Veterans Parkway Interchange Project. In May 2022 and October 2023, SEDA issued additional revenue bonds totaling \$5,750,000 and \$2,565,000, respectively, to fund additional costs necessary to complete the Veterans Parkway Interchange Project. The City of Savannah is the obligor on the bonds and is responsible for bond payments. SEDA received the bond proceeds upon issuance and agreed to administer and manage the project as an agent of the City.

At December 31, 2022, there were remaining, unspent bond funds totaling \$5,462,430 included in restricted cash on the accompanying consolidated statement of net position. Also included on the accompanying consolidated statement of net position at December 31, 2022 are accounts receivable of \$820 related to amounts spent from SEDA operating funds on the project, accounts payable of \$286,536 related to unpaid vendor invoices for the project, and deferred inflows of resources of \$5,175,075 representing unspent bond funds less vendor payables related to the project.

At December 31, 2023, there were remaining, unspent bond funds totaling \$574,498 included in restricted cash on the accompanying consolidated statement of net position.

NOTE 3 - INCOME TAX-EXEMPT INDUSTRIAL REVENUE OBLIGATIONS (continued)

Also included on the accompanying consolidated statement of net position at December 31, 2023 are accounts receivable of \$4,202 related to amounts spent from SEDA operating funds on the project, accounts payable of \$145,018 related to unpaid vendor invoices for the project, and deferred inflows of resources of \$425,278 representing unspent bond funds less vendor payables related to the project.

NOTE 4 - INVESTMENTS

As of December 31, 2023 and 2022, SEDA had investments totaling \$25,153,557 and \$22,339,095, respectively. Custodial credit risk for investments is the risk that, in the event of failure of the counterparty, SEDA will not be able to recover the value of its investments. Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. SEDA maintains an investment policy with portfolio guidelines to mitigate these risks. SEDA's investments in debt securities have an average credit quality rating of A1 as of December 31, 2023 and 2022.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. SEDA has a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from interest rates. Investments are presented in the financial statements at published fair market values.

Investments are composed of the following:

<u>December 31, 2023</u>	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gains/(Losses)</u>
Common stocks	\$ 6,928,450	\$ 9,885,332	\$ 2,956,882
Money funds	412,965	412,965	-
Bonds	11,714,320	11,336,067	(378,253)
Fixed income funds	3,495,937	3,519,193	23,256
	<u>\$ 22,551,672</u>	<u>\$ 25,153,557</u>	<u>\$ 2,601,885</u>

<u>December 31, 2022</u>	<u>Cost</u>	<u>Market Value</u>	<u>Unrealized Gains/(Losses)</u>
Common stocks	\$ 6,386,332	\$ 8,100,347	\$ 1,714,015
Money funds	293,241	293,241	-
Bonds	11,362,071	10,620,539	(741,532)
Fixed income funds	3,547,036	3,324,968	(222,068)
	<u>\$ 21,588,680</u>	<u>\$ 22,339,095</u>	<u>\$ 750,415</u>

At December 31, 2023, SEDA's investments had the following maturities:

	<u>Total Fair Value</u>	<u>No Maturity</u>	<u>Maturity Period</u>			
			<u>Less than 3 Months</u>	<u>4-12 Months</u>	<u>1-5 Years</u>	<u>6-10 Years</u>
Money funds	\$ 412,965		\$ 412,965			
Bonds	11,336,067			\$ 1,100,744	\$ 8,958,942	\$ 1,276,381
Fixed income funds	3,519,193	\$ 3,519,193				
Common stocks	9,885,332	9,885,332	-	-	-	-
Total investments	<u>\$ 25,153,557</u>	<u>\$ 13,404,525</u>	<u>\$ 412,965</u>	<u>\$ 1,100,744</u>	<u>\$ 8,958,942</u>	<u>\$ 1,276,381</u>

NOTE 5 - FAIR VALUE MEASUREMENTS

GAAP establishes a framework for measuring fair value and provides a hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy are described as follows:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that SEDA has the ability to access.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the assets or liabilities;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

The following table sets forth by level, within the fair value hierarchy, the investment assets at fair value as of December 31, 2023 and December 31, 2022, respectively. As required by GAAP, assets are classified in their entirety based on the lowest level of input that is significant to the fair value measurement.

	Assets at Fair Value as of December 31, 2023			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Common stocks	\$ 9,885,332			\$ 9,885,332
Money funds	412,965			412,965
Bonds		\$ 11,336,067		11,336,067
Fixed income funds	-	3,519,193	\$ -	3,519,193
Total	<u>\$ 10,298,297</u>	<u>\$ 14,855,260</u>	<u>\$ -</u>	<u>\$ 25,153,557</u>

	Assets at Fair Value as of December 31, 2022			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Common stocks	\$ 8,100,347			\$ 8,100,347
Money funds	293,241			293,241
Bonds		\$ 10,620,539		10,620,539
Fixed income funds	-	3,324,968	\$ -	3,324,968
Total	<u>\$ 8,393,588</u>	<u>\$ 13,945,507</u>	<u>\$ -</u>	<u>\$ 22,339,095</u>

NOTE 6 - CAPITAL ASSETS

Capital assets are stated at cost and consist of the following:

	<u>Useful Lives</u>	December 31, <u>2022</u>	<u>Additions</u>	<u>Disposals</u>	December 31, <u>2023</u>
Land		\$ 1,200,000			\$ 1,200,000
Building	40 years	7,255,331			7,255,331
Vehicles	5 years	236,454	\$ 81,799	\$ (63,484)	254,769
Furniture and equipment	5-10 years	721,323	14,318	(2,522)	733,119
		<u>9,413,108</u>	<u>96,117</u>	<u>(66,006)</u>	<u>9,443,219</u>
Less accumulated depreciation		<u>617,083</u>	<u>323,291</u>	<u>(59,657)</u>	<u>880,717</u>
Total capital assets, being depreciated, net		<u>\$ 8,796,025</u>	<u>\$ (227,174)</u>	<u>\$ (6,349)</u>	<u>\$ 8,562,502</u>
Lease assets - facilities	5-6 years	\$ 326,398			\$ 326,398
Lease assets - equipment	2-6 years	356,861			356,861
Lease assets - vehicles	2-4 years	16,897	\$ 51,369	\$ (16,897)	51,369
		<u>700,156</u>	<u>51,369</u>	<u>(16,897)</u>	<u>734,628</u>
Less accumulated amortization		<u>206,649</u>	<u>147,441</u>	<u>(16,897)</u>	<u>337,193</u>
Total capital assets, being amortized, net		<u>\$ 493,507</u>	<u>\$ (96,072)</u>	<u>\$ -</u>	<u>\$ 397,435</u>
Total capital assets		<u>\$ 9,289,532</u>	<u>\$ (323,246)</u>	<u>\$ (6,349)</u>	<u>\$ 8,959,937</u>
	<u>Useful Lives</u>	December 31, <u>2021</u>	<u>Additions</u>	<u>Disposals</u>	December 31, <u>2022</u>
Land		\$ 1,200,000			\$ 1,200,000
Building	40 years	7,268,212		\$ (12,881)	7,255,331
Vehicles	5 years	86,093	\$ 150,361		236,454
Furniture and equipment	5-10 years	694,504	26,819	-	721,323
		<u>9,248,809</u>	<u>177,180</u>	<u>(12,881)</u>	<u>9,413,108</u>
Less accumulated depreciation		<u>315,735</u>	<u>301,348</u>	<u>-</u>	<u>617,083</u>
Total capital assets, being depreciated, net		<u>\$ 8,933,074</u>	<u>\$ (124,168)</u>	<u>\$ (12,881)</u>	<u>\$ 8,796,025</u>
Lease assets - facilities	5-6 years	\$ 326,398			\$ 326,398
Lease assets - equipment	2-6 years	342,833	\$ 24,262	\$ (10,234)	356,861
Lease assets - vehicles	2-4 years	37,688	-	(20,791)	16,897
		<u>706,919</u>	<u>24,262</u>	<u>(31,025)</u>	<u>700,156</u>
Less accumulated amortization		<u>87,655</u>	<u>150,019</u>	<u>(31,025)</u>	<u>206,649</u>
Total capital assets, being amortized, net		<u>\$ 619,264</u>	<u>\$ (125,757)</u>	<u>\$ -</u>	<u>\$ 493,507</u>
Total capital assets		<u>\$ 9,552,338</u>	<u>\$ (249,925)</u>	<u>\$ (12,881)</u>	<u>\$ 9,289,532</u>

NOTE 7 - LEASES

SEDA leases facilities, office equipment and vehicles under eight non-cancellable lease agreements. SEDA accounts for noncancellable leases under GASB 87, *Leases*, and has recorded lease liabilities and intangible right-to-use lease assets in the accompanying consolidated financial statements.

Lease liabilities are measured at the present value of lease payments expected to be made during the lease terms, discounted using stated interest rates included in the lease agreements, if applicable, or an estimated implicit borrowing rate, and the rates used range from 2.26% to 6.45%. Lease liabilities are reduced by the principal portion of lease payments made and interest expense is recorded as an outflow of resources. Lease assets are measured at the initial amount of the lease liabilities and are amortized on a straight-line basis over the lease terms. The lease terms include the non-cancellable period of the lease as well as any period in which the lessee has the option to extend the lease, if it is reasonably certain the option will be exercised. Lease assets are reported with other capital assets and lease liabilities are reported with current and long-term liabilities on the consolidated statements of net position.

SEDA monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease assets and liabilities if certain changes occur that are expected to significantly affect the amount of the lease liabilities.

Interest expense related to leases totaled \$12,531 and \$11,502 for the years ended December 31, 2023 and 2022, respectively.

Changes in leases payable are as follows:

	December 31,			December 31,
	<u>2022</u>	<u>Increases</u>	<u>Decreases</u>	<u>2023</u>
Leases of facilities	\$ 237,906	\$ -	\$ (41,934)	\$ 195,972
Leases of equipment	231,846	-	(73,177)	158,669
Leases of vehicles	720	51,369	(14,097)	37,992
	<u>\$ 470,472</u>	<u>\$ 51,369</u>	<u>\$ (129,208)</u>	<u>\$ 392,633</u>

	December 31,			December 31,
	<u>2021</u>	<u>Increases</u>	<u>Decreases</u>	<u>2022</u>
Leases of facilities	\$ 232,648	\$ 5,258	\$ -	\$ 237,906
Leases of equipment	279,608	24,262	(72,024)	231,846
Leases of vehicles	18,720	-	(18,000)	720
	<u>\$ 530,976</u>	<u>\$ 29,520</u>	<u>\$ (90,024)</u>	<u>\$ 470,472</u>

Annual payment requirements for the leases through maturity are as follows:

For the year ending	<u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$	149,010	\$ 9,128	\$ 158,138
2025		153,390	4,747	158,137
2026		73,843	1,190	75,033
2027		16,390	38	16,428
Thereafter		-	-	-
	<u>\$</u>	<u>392,633</u>	<u>\$ 15,103</u>	<u>\$ 407,736</u>

NOTE 8 - REAL PROPERTY HELD FOR SALE OR DEVELOPMENT

SEDA has real property available for sale or development located at Crossroads Business Park and the Savannah Chatham Manufacturing Center totaling \$14,906,275 and \$11,636,021 as of December 31, 2023 and 2022, respectively.

In November 2016, SEDA entered into an agreement with Chatham County under which SEDA agreed to aid in the purchase and development of certain tracts of land in Chatham County (Savannah Chatham Manufacturing Center), and Chatham County agreed to reimburse SEDA for the costs incurred with Special Purpose Local Option Sales Tax (SPLOST) funds. SEDA paid \$2,101,508, and Chatham County paid \$3,000,000 for the initial purchase of the property which is titled to SEDA.

Since the initial purchase in 2016, SEDA has incurred additional costs of \$32,390,894 related to the development of the property and received \$25,768,650 in reimbursement funds from Chatham County, the City of Savannah, nearby property owners and others. As of December 31, 2023 and 2022, SEDA has included net costs of \$8,723,752 and \$5,453,498, respectively, in relation to the purchase and development of these land tracts in real property held for sale or development in the accompanying consolidated financial statements. This valuation is in accordance with the policy of recording real property held for sale or development at the lower of SEDA's cost or market value and is consistent with the understanding established with Chatham County.

During 2022, SEDA incurred costs of \$1,535,856 related to construction bonds for the development of utilities, a water lift station and a road at the Savannah Chatham Manufacturing Center and this amount is included in deposits on the accompanying consolidated statements of net position at December 31, 2023 and 2022.

NOTE 9 - DEFERRED OUTFLOWS OF RESOURCES

In 2010, SEDA entered into an agreement with Gulfstream under which SEDA committed \$2,500,000 to aid in Gulfstream's expansion. The project was completed in September 2012, and the deferred outflow of resources for SEDA totaled \$1,752,392. SEDA will receive payments from Gulfstream for 20 years in lieu of Gulfstream paying property taxes. Amortization began in September 2012 and will continue over the established payment period of 20 years. Amortization expense related to these deferred outflows of resources totaled \$87,620 for each of the years ended December 31, 2023 and 2022, and the net value was \$759,370 and \$846,990, respectively, at December 31, 2023 and 2022.

In 2022, SEDA entered into an agreement with Chatham County under which the County awarded SEDA \$3,125,766 in Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) funds to assist SEDA in the construction of a road that services an industrial park. SEDA expended these LMIG funds and additional operating funds of \$2,850,234 in 2022 related to the construction of the road. SEDA entered into an agreement with a developer of the industrial park in which SEDA will receive payments from the developer for 15 years in lieu of the developer paying property taxes. SEDA has recorded \$2,850,234 as deferred outflows of resources related to this agreement as of December 31, 2022. Amortization began in January 2023 and will continue over the established payment period of 15 years. Amortization expense related to these deferred outflows of resources totaled \$190,015 for the year ended December 31, 2023 and the net value was \$2,660,218 at December 31, 2023.

NOTE 10 - RETIREMENT PLAN

SEDA sponsors a defined contribution 401(k) plan and matches employee contributions to the Plan up to 6% of each employee's compensation. Employees must be over the age of 21 with six months of service to receive the matching contribution. These contributions are made each pay period based on each participating employee's elected deferral amount. Expenses related to the plan totaled \$102,996 and \$99,256 for the years ended December 31, 2023 and 2022, respectively.

NOTE 11 - NOTE PAYABLE

In November 2020, SEDA was awarded a \$6,500,000 loan from the Georgia Environmental Finance Authority (GEFA) to develop the water and drainage infrastructure, including a water tower, at the Bloomingdale Industrial Development Park in west Chatham County. The loan bears interest of 1.22% and has a term of fifteen years from the date of the first required principal payment. SEDA executed the loan in 2021 and withdrew \$3,830,283 in GEFA loan funds in 2022. SEDA has agreed to administer the GEFA loan, manage the construction project and contribute \$339,731 of SEDA funds to the project. Developers of the industrial park agreed to reimburse SEDA for the costs of the project and to repay the GEFA loan. The project was completed in 2023 and development costs related to the project totaled \$8,168,095.

At December 31, 2022, there are amounts receivable from developers of \$4,067,266 included in accounts receivable and \$3,184,153 in restricted cash on the accompanying consolidated statement of net position related to this project. During 2022, SEDA paid interest totaling \$17,921 related to the GEFA loan. At December 31, 2023, there are amounts receivable from developers of \$3,468,877 included in accounts receivable and \$342,003 in restricted cash on the accompanying consolidated statement of net position related to this project. During 2023, SEDA paid interest totaling \$46,772 and principal totaling \$19,403 related to the GEFA loan.

Future minimum payments on the GEFA loan are as follows:

<u>Year ending</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>
2024	\$ 234,374	\$ 45,185
2025	237,249	42,310
2026	240,160	39,399
2027	243,106	36,453
2028	246,089	33,470
Thereafter	<u>2,609,902</u>	<u>162,385</u>
Total	<u>\$ 3,810,880</u>	<u>\$ 359,202</u>

NOTE 12 - GRANT AWARDS

On May 28, 2010, SEDA was authorized to borrow funds from the OneGeorgia Authority to provide a portion of the funding for the site preparation, infrastructure improvements, construction of the rail spur and other facilities relating to the acquisition, construction and equipping of the Mitsubishi Power Systems Americas, Inc. (Mitsubishi) facility in Chatham County, Georgia. The loan, which was in the form of an Economic Development, Growth and Expansion (EDGE) award, was for \$5,000,000 and for a term of 13 years. Disbursements from the total loan amount were passed to SEDA representing incurred actual costs. This agreement has an interest rate of one percent per annum. The loan was repaid by SEDA in equal annual installments, solely from the payments in lieu of tax (PILOT) payments received from Mitsubishi.

SEDA requested, received and disbursed a total of \$5,000,000 of loan funds related to site preparation, water and sewer connections, rail construction and professional services expense for the Mitsubishi site. Mitsubishi began making required payments to SEDA in 2014. SEDA receives annual payments from Mitsubishi per the payment schedule and SEDA subsequently remits loan payments to OneGeorgia. Due to the timing of these payment receipts and disbursements, there may be a receivable or payable recorded related to this agreement at year end.

There was a balance receivable of \$573,820 and a balance payable of \$504,167 related to this agreement in the accompanying consolidated financial statements as of December 31, 2022. The amount receivable of \$573,820 was received in January 2023 and the amount payable of \$504,167 was subsequently paid to the OneGeorgia Authority, representing the final payment of the EDGE award.

NOTE 12 - GRANT AWARDS (continued)

On March 21, 2018, SEDA was awarded a OneGeorgia Authority Equity Fund Award of \$900,000 to be used for a water tank and fire suppression infrastructure at the east campus of the Savannah Airport. There were no transactions related to this award during the years ended December 31, 2023 and 2022. The total grant award was received and expended in prior years, and the award was closed in 2023.

On March 26, 2019, SEDA was awarded a OneGeorgia Authority Regional Economic Business Assistance (REBA) Award of \$1,500,000 to be used for machinery and equipment at a Chatham County logistical center. There were no transactions related to this award during the years ended December 31, 2023 and 2022. The total grant award has been received and expended in prior years, and the award is expected to be closed once the award period is over.

On December 10, 2019, SEDA was awarded a OneGeorgia Authority REBA Award of \$1,000,000 to be used for machinery and equipment at a Chatham County logistical center. In 2020, \$999,636 was requested related to the project and was subsequently disbursed by OneGeorgia. In February 2024, SEDA requested and DCA approved a de-obligation of the remaining \$364 that was unspent from this award. There were no transactions related to this award during the years ended December 31, 2023 and 2022. The total grant award has been received and expended in prior years, and the award is expected to be closed once the award period is over.

In November 2019, SEDA entered into an agreement with the Georgia Department of Community Affairs (DCA), in which \$400,000 was appropriated for a preliminary needs assessment for the development of a Savannah logistics innovation hub. In 2020, SEDA requested \$154,522 from DCA related to this agreement and this amount was subsequently received from DCA. In 2022 and 2021, SEDA requested \$128,214 and \$90,431, respectively, from DCA related to this agreement and these amounts were subsequently received from DCA. On July 1, 2023, the DCA and SEDA entered into a fourth extension of the original agreement in which an additional \$650,000 was appropriated for the Savannah logistics innovation hub activities. The amendment of the agreement extends the term of the grant through June 30, 2024. In 2023, SEDA requested \$146,533 from the DCA related to this agreement and these amounts were subsequently received from the DCA.

NOTE 13 - TRANSACTIONS WITH RELATED PARTIES

SEDA is the owner of ten units of and is the sole member of SEDA I, LLC, a Georgia Limited Liability Company formed April 18, 2007. The President and CEO of SEDA serves as the Manager of SEDA I, LLC. SEDA I, LLC owns ten percent of Northpoint Office Center II, LLC and Northpoint Office Center III, LLC which lease property from SEDA (Crossroads Business Center). In November 2012, SEDA entered into an agreement with Northpoint Office Center V, LLC in which SEDA contributed 3.15 acres of the property held for sale in exchange for fifteen percent ownership in Northpoint Office Center V, LLC. SEDA assigned the ownership to SEDA I, LLC. Thus, all income related to this agreement flows through SEDA I, LLC.

There are certain members of the Board of Directors of SEDA who provide paid services at market rates to SEDA.

The Savannah Harbor-Interstate 16 Corridor Joint Development Authority (the JDA) was formed in late 2014 and incorporated in 2015. The JDA members include SEDA as the Chatham County economic development authority along with the economic development authorities of the Georgia counties of Bryan, Bulloch, and Effingham. SEDA made grants of \$0 and \$144,153 to the JDA during 2023 and 2022, respectively, and is also responsible for the administration of the JDA. As of December 31, 2023 and 2022, a net receivable of \$59,771 and \$610,641, respectively, from the JDA is included in SEDA's consolidated statements of net position. During 2023, SEDA paid \$5,210,290 to Chatham County for the County to contribute to the JDA's development project. These payments are included in noncurrent accounts receivable on the accompanying statement of financial position at December 31, 2023, in accordance with SEDA's agreement with Chatham County.

NOTE 13 - TRANSACTIONS WITH RELATED PARTIES (continued)

World Trade Center Savannah, LLC (WTCSav), wholly owned by SEDA, is consolidated in the SEDA financial statements as of December 31, 2023 and 2022. The following are included in the SEDA consolidated financial statements for WTCSav:

	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
ASSETS		
Cash and cash equivalents - WTCSav	\$ 1,508,365	\$ 1,176,199
Accounts receivable and other assets	36,500	31,650
Total assets	<u>\$ 1,544,865</u>	<u>\$ 1,207,849</u>
LIABILITIES		
Accounts payable	\$ 20,201	\$ 3,007
Total liabilities	<u>20,201</u>	<u>3,007</u>
DEFERRED INFLOWS OF RESOURCES		
	<u>83,745</u>	<u>80,429</u>
NET POSITION		
SEDA contribution	128,802	6,339
Retained earnings	<u>1,312,117</u>	<u>1,118,074</u>
Total net position	<u>1,440,919</u>	<u>1,124,413</u>
Total liabilities, deferred inflows of resources and net position	<u>\$ 1,544,865</u>	<u>\$ 1,207,849</u>
	<u>For the years ended</u>	
	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
Revenues - WTCSav	\$ 522,866	\$ 474,766
Expenses - WTCSav	<u>(328,821)</u>	<u>(211,441)</u>
Net income before allocations	<u>194,045</u>	<u>263,325</u>
Allocated expenses		
Direct allocation	(239,450)	(222,388)
Indirect allocation	<u>(197,016)</u>	<u>(178,130)</u>
Total allocations	<u>(436,466)</u>	<u>(400,518)</u>
Net gain (loss) after allocations	<u>\$ (242,421)</u>	<u>\$ (137,193)</u>

SUPPLEMENTARY INFORMATION

Draft 4-2-2024

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY

SCHEDULE OF EXPENDITURES OF ONEGEORGIA AWARDS

FOR THE YEAR ENDED DECEMBER 31, 2023

<u>Contract title</u>	<u>Contract number and period</u>	<u>Contract revenues</u>	<u>Contract expenses</u>	<u>Contract receivable at 12/31/23</u>	<u>Contract payable at 12/31/23</u>
Georgia Department of Community Affairs OneGeorgia Authority Regional Economic Business Assistance (REBA) Award	19pd-025-3-4946 3/26/19 - 4/1/24	\$ -	\$ -	\$ -	\$ -
Georgia Department of Community Affairs OneGeorgia Authority Regional Economic Business Assistance (REBA) Award	20pd-025-3-4988 12/10/19 - 1/31/25	-	-	-	-
		<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
SOURCE AND APPLICATION OF FUNDS SCHEDULE
ONEGEORGIA AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

	OneGeorgia REBA Award 19pd-025-3-4946	OneGeorgia REBA Award 20pd-025-3-4988
Total award year 2023 funds allocated to recipient	\$ -	\$ -
Less: Total award year 2023 funds drawn by recipient	-	-
Funds still available from award year 2023 resources	\$ -	\$ -
Total award year 2023 funds drawn and received by recipient in 2023	\$ -	\$ -
Less: Funds applied and expended to award year 2023 costs	-	-
Total award year 2023 funds held by recipient	\$ -	\$ -

Draft 4-2-2024

SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
PROJECT COST SCHEDULE
ONEGEORGIA AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2023

<u>Award</u>	<u>Project Activity</u>	<u>Activity Number</u>	<u>Latest Approved Budget OneGeorgia Funds</u>	<u>Accumulative Expenditures To Date OneGeorgia Funds</u>	<u>Accumulative Expenditures To Date Other Funds</u>	<u>Grand Total Expenditures to Date</u>
OneGeorgia REBA Award 19pd-025-3-4946	Purchase or Lease of Machinery & Equipment	G50-1501-I	<u>\$ 1,500,000</u>	<u>\$ 1,500,000</u>	<u>\$ 49,776,515</u>	<u>\$ 51,276,515</u>
OneGeorgia REBA Award 20pd-025-3-4988	Purchase or Lease of Machinery & Equipment	G50-1501-I	<u>\$ 999,636</u>	<u>\$ 999,636</u>	<u>\$ 88,490,235</u>	<u>\$ 89,489,871</u>
	Total		<u>\$ 2,499,636</u>	<u>\$ 2,499,636</u>	<u>\$ 138,266,750</u>	<u>\$ 140,766,386</u>

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards

To the Board of Directors of
Savannah Economic Development Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of the business-type activities of Savannah Economic Development Authority (SEDA), as of and for the year ended December 31, 2023, and the related notes to the consolidated financial statements, which collectively comprise SEDA's basic financial statements and have issued our report thereon dated April 9, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered SEDA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of SEDA's internal control. Accordingly, we do not express an opinion on the effectiveness of SEDA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal controls that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether SEDA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Holland, Bromley, Barnhill & Brett, LLP
Savannah, Georgia
April 9, 2024

Draft 4-2-2024



March 28, 2024

City of Savannah
2 East Bay Street
Savannah, GA 31401

Savannah Economic Development Authority
Attn: Trip Tollison, CEO
906 Drayton Street
Savannah, Georgia 31401

RE: Request for PILOT arrangement for the development of a new City parking garage at Forsyth Park

Dear Trip,

The City of Savannah (City) hereby requests that the Savannah Economic Development Authority (SEDA) provide a tax abatement through a 30-year payment in lieu of taxes (PILOT) arrangement to assist City with the financing of a new subterranean parking garage (the "Parking Garage") to be constructed on certain contiguous parcels of land (the "Project Site") adjacent to the southwest corner of Forsyth Park. This PILOT arrangement will facilitate the development of that area, including the construction of two or more office buildings above the Parking Garage with a combined approximate 115,000 SF of Class A office space (the "Office Buildings") and the employment opportunities that will be created by such development (the "Project"). The Project Site consists of the following 6 parcels of land, which will be recombined into two parcels separated by the existing Howard Street right-of-way: PINs: 20044 25001; 20044 24001; 20044 24008; 20044 24002; 20044 24003; and 20044 25002. The developer of the Office Buildings component of the Project is Forsyth Commons Holdings, LLC (the "Developer"), which has been organized by the current owners of the Project Site, certain prospective tenants of the Office Buildings, and certain other investors. Also, as part of the Project, the Developer shall construct public restrooms at Forsyth Park (the "Public Restrooms").

The PILOT arrangement contemplates that the Developer will donate to SEDA the subterranean rights to the Project Site for the construction of the Parking Garage, and SEDA will lease those rights and the Parking Garage to City upon the completion of construction of the Parking Garage. More specifically, the Developer will convey the Project Site to SEDA and the Developer will construct thereon the Parking Garage and the Office Buildings. Upon the completion of construction of the Parking Garage and the Office Buildings, SEDA will record a condominium declaration that establishes a condominium unit consisting of the Parking Garage (the "Parking Garage Condo Unit") and two or more condominium unit consisting of the Office Buildings (the "Office Building Condo Units"). SEDA will then lease the Parking Garage Condo Unit to City and the Office Building Condo Units to the Developer. This Lease will provide that the term thereof shall expire 30 years after the issuance of the Bonds (referred to below), that the rent shall be in the amount of the PILOT payment specified below, and that upon the expiration of the Lease SEDA shall convey the Parking Garage to City and the Office Building Condo Units to the Developer for a nominal sum.

CONFIDENTIAL

The PILOT arrangement will include the issuance by SEDA of its 30-year bonds in the approximate principal amount of \$31,350,000 (the “Bonds”) to help pay for the Parking Garage and the Public Restrooms. The PILOT arrangement will further provide that the Developer will annually pay to SEDA an amount of money equal to the incremental ad valorem taxes that would otherwise be generated by the Office Buildings, and SEDA will use those funds to continue to provide the School Board and Chatham County with an amount equivalent to the ad valorem taxes that they are presently receiving with respect to the Project Site and to pay a fee to SEDA, and the remainder of the funds will be paid to City’s general fund from which City will pay the debt service on the Bonds. The particulars of the PILOT arrangement and the bond financing arrangement will be detailed and formalized in an intergovernmental agreement between City and SEDA (the “Intergovernmental Contract”), as well as a tri-party development agreement between City, SEDA and the Developer (the “Development Agreement”).

The revenue paid to City from the PILOT arrangement together with the parking revenue generated by the Parking Garage will create a fund sufficient for City to service and repay the Bonds as well as cover the operating expenses of the Parking Garage, thus in effect creating a private tax allocation district (TAD) for this area. The Intergovernmental Contract and Development Agreement will provide that the Developer will make an annual PILOT payment to SEDA equivalent to (i) during calendar year 2024 and 2025, a predetermined amount set forth in the Development Agreement, and (ii) after 2025, an amount equivalent to the ad valorem taxes that would be payable based on an assessed value of the Office Buildings of \$55 million and the 2024 mileage rate, or an amount equivalent to the ad valorem taxes that would be payable based on the actual assessed value of the Office Buildings and the actual mileage rate, whichever amount is greater. The Intergovernmental Contract and Development Agreement will further provide that the PILOT payments will be used to pay the School Board and Chatham County an amount equivalent to the ad valorem taxes that they are presently receiving with respect to the Project Site, to pay a fee to SEDA, and to pay the remainder to the general fund of City. It is anticipated that the funds that City receives from SEDA together with the operating income of the Parking Garage will be sufficient to pay the debt service on the Bonds and the operating expenses of the Parking Garage.

The Development Agreement will include provisions that require the Developer to construct the Parking Garage pursuant to a fixed-price contract with a contractor mutually agreeable to SEDA, City and the Developer, and that require the Developer and certain prime tenants of the Office Buildings enter long-term leases with City of 300 parking spaces in the Parking Garage, leaving the remaining spaces available for public use. The Development Agreement will also provide that Developer will design and construct the Public Restrooms, provided that the location and design of the restrooms shall be subject to City approval.

This Project will help solve a long-standing parking problem in and around Forsyth Park as well as help maintain jobs in downtown Savannah. As you know, downtown Savannah is losing approximately 250,000 SF of commercial office space with the sale of two office building towers on

CONFIDENTIAL

Johnson Square as well as the Hunter Maclean building on Reynolds Square, each of which is being converted to either hospitality or residential use. Adding office space downtown, with adequate parking, is certainly a win for City and SEDA alike.

It is important to note that the Developer is not receiving any public incentives or tax abatements related to this Project, rather the Developer will make PILOT payments comparable to what its normally assessed ad valorem taxes would be. Thus, in effect the Developer is paying for a new parking garage and public restrooms for City.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JAM' with a horizontal line extending from the end of the 'M'.

Joseph A. "Jay" Melder
City Manager

CONFIDENTIAL

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of this 28th day of March, 2024, by and between **FORSYTH COMMONS HOLDINGS, LLC**, a Georgia limited liability company (“Forsyth”); **SAVANNAHECONOMIC DEVELOPMENT AUTHORITY**, a public corporation of the State of Georgia (“SEDA”); and **THE MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH**, a municipal corporation existing under the laws of the State of Georgia (“City”). Forsyth, SEDA and City are hereinafter collectively referred to as “Parties” and individually as “Party.”

WITNESSETH:

WHEREAS, Forsyth is or will be the owner of six (6) parcels of real estate located in the corporate limits of the City of Savannah adjacent to Forsyth Park and identified by the Chatham County Tax Commissioner as PINs: 20044 25001, 20044 25002, 20044 24001, 20044 24002, 20044 24003, and 20044 24008, and being more specifically described in Exhibit A attached hereto and incorporated herein by reference (the “Property”);

WHEREAS, Forsyth desires to develop the Property for commercial and office purposes, including a three (3) story subsurface parking garage and office buildings (the “Project”);

WHEREAS, City desires to create public parking adjacent to Forsyth Park;

WHEREAS, in order to facilitate the Project, Forsyth shall convey the Property to SEDA and Forsyth shall demolish the existing structures on the Property and construct on the Property, subject to certain conditions set forth herein, a three (3) level subsurface parking garage for City (the “Parking Garage”), and two or more office buildings to be constructed above the Parking Garage (the “Office Buildings”), and as part of the Project Forsyth shall construct public restrooms at Forsyth Park (the “Public Restrooms”).

WHEREAS, SEDA will enter into an intergovernmental agreement with City pursuant to which SEDA will issue a series of bonds (“Bonds”), at the request of City, in the approximate principal amount of Thirty-One Million Three Hundred Fifty Thousand and No Dollars (\$31,350,000.00), for the construction of the Parking Garage and the Public Restrooms, including capitalized interest and bond financing and closing costs;

WHEREAS, upon completion of the Parking Garage and the Office Buildings, SEDA shall lease the Parking Garage to City and the Office Buildings to Forsyth;

WHEREAS, the Project will serve as a gateway entrance to City's Historic District and Forsyth Park and City believes that the proposed development of the Property, together with the benefits to be derived from the Parking Garage and the Public Restrooms, will be in the best interests of the citizens of City; and

WHEREAS, Forsyth, SEDA and City now desire to set forth the proposed development of the Property in greater detail and have agreed to enter into this Development Agreement to evidence such understandings, agreements and commitments.

CONFIDENTIAL

NOW, THEREFORE, for and in consideration of the agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of the Recitals. The recitals of this Agreement are incorporated herein as if fully set out below.

2. Project. The Property is located south of the Historic District and is generally bounded by Barnard Street to the west, Whitaker Street to the east, West Waldburg Street to the north, and West Park Avenue to the south. Upon the issuance of the Bonds Forsyth will convey the Property to SEDA by Quitclaim Deed (the "Property Deed"), and SEDA and Forsyth shall develop the Property pursuant to applicable laws governing properties located in the Victorian District of the City of Savannah. The Property is currently fully developed as commercial offices. The proposed development will include the demolition by Forsyth of existing structures on the Property, the construction by Forsyth of the Parking Garage in the subterranean portion of the Property, as more particularly described in Exhibit B attached hereto and incorporated herein by reference, and the construction by Forsyth of two or more office buildings on the Property above the Parking Garage on either side of Howard Street (the "Office Buildings"). To the extent that the subsurface construction of the Parking Garage is built under Howard Street or encroaches into Whitaker Street, West Waldburg Street or West Park Avenue, City shall, at no additional cost or expense, grant certain easements and/or encroachment permits under these rights-of-way in order to allow for the construction of the Parking Garage; provided that such improvements do not materially interfere with City infrastructure that serves the general public. The property is located in a FEMA Flood Zone X and it is anticipated that the post re-development storm run-off will be equal to the pre-development run-off, i.e., no additional burden to existing storm infrastructure. City and Forsyth agree to work together to improve stormwater design where practicable, provided that Forsyth shall be required to pay the cost of any stormwater improvements that are required as a result of the construction of the Office Buildings. In addition, as part of the Project, Forsyth will design and construct the Public Restrooms, provided that the location and design thereof shall be subject to City approval.

3. Bond Authorization. City hereby agrees to enter into the Intergovernmental Agreement and authorizes the City Manager of City ("City Manager") to negotiate and execute the final terms of the Intergovernmental Agreement on behalf of City. The Bonds will be secured under the provisions of the Intergovernmental Agreement, which shall provide for payment by City of the amounts sufficient to pay the principal of and interest to become due on the Bonds, subject to the following terms and conditions: (i) the Bonds will constitute a limited or special obligation of SEDA and will be payable solely from the revenues pledged to the payment thereof under the Intergovernmental Agreement; (ii) the Bonds will be issued in the aggregate principal amount not to exceed Thirty-One Million Three Hundred Fifty Thousand and No Dollars (\$31,350,000.00); (iii) the Bonds will bear an effective interest rate not to exceed six percent (6.00%) per annum; (iv) the Bonds will amortize over a period of thirty (30) years after the issuance of the Bonds with a maturity date of thirty (30) years after the issuance of the Bonds (the "Bond Maturity Date"); (v) the debt service schedule for the Bonds will provide for the payment of interest only for the first two (2) years of the Bonds; and (vi) the proceeds of the Bonds will be used exclusively for the design and construction of the Parking Garage, including but not limited to improvements of adjacent public rights-of-way, and for the payment of capitalized interest and bond financing and closing costs.

4. Funding. The construction and development of the Parking Garage will be funded by SEDA on a “progress draw” basis with the net proceeds of the Bonds. City hereby agrees to enter into a construction funding agreement with Forsyth pursuant to which the proceeds of the Bonds shall be made available to Forsyth (subject to the terms set forth in said construction funding agreement) to fund the construction of the Parking Garage. As security for the Bonds, Forsyth shall provide a completion guaranty for the Parking Garage in favor of SEDA and City. In addition, to the extent that any further collateral or security is required by the construction lender, SEDA shall, upon the request of Forsyth, grant a deed to secure debt on the Property in favor of the construction lender (the “Security Deed”). SEDA, City, Forsyth and the construction lender shall enter into a mutually acceptable funding agreement and/or intercreditor agreement to establish the priorities and rights relating to the Security Deed and the interests of SEDA, City and Forsyth.

5. Condominium Declaration and Leases. Upon completion of the construction of the Parking Garage and the Office Buildings, SEDA shall record a condominium declaration (“Declaration”) to create and establish a condominium unit consisting of the Parking Garage (the “Parking Garage Condo Unit”) and two condominium unit consisting of the Office Buildings (the “Office Building Condo Units”), as more particularly shown and described on that certain Concept Plan prepared for Forsyth and attached hereto as Exhibit C. The Parties acknowledge that the Project could consist of more than two (2) buildings based upon further reviews and approvals required from City; however, the Parties agree that each building will become a separate condominium unit as defined in the Declaration and shall be considered one of the Office Building Condo Units. The Security Deed shall provide that the construction lender shall release the Parking Garage Condo Unit from the Security Deed in exchange for a new leasehold security deed granted SEDA on the Office Building Condo Units. The Declaration shall address each unit owner's responsibility with respect to operations, insurance, access and maintenance of the respective units within Project, including identifying certain portions of the Project as common elements and limited common elements. Forsyth shall provide SEDA and City with a draft of the proposed Condominium Declaration for City's review and approval prior to commencement of construction of the Parking Garage.

Upon completion of the Parking Garage and the Office Building, SEDA will lease the Parking Garage to City (the “City Lease”) and the Office Buildings to Forsyth (the “Forsyth Lease”). The term of the leases shall expire upon the Maturity Date (the “Lease Expiration Date”), the rent paid by City under the City Lease shall be nominal (\$1.00/year), and the rent paid by Forsyth under the Forsyth Lease shall be satisfied by its payment of the PILOT Payments (described below in Section 9). Upon the Lease Expiration Date, SEDA will convey the Parking Garage to City for a nominal sum (\$10.00) and will convey the Office Buildings to Forsyth for a nominal sum (\$10.00), and the Property Deed (described above in Section 2) will recite these reconveyance obligations of SEDA. Upon the Lease Expiration Date, the PILOT Payments shall terminate, provided that Forsyth shall remain responsible for any accrued and unpaid PILOT Payments.

Contemporaneously with the execution of the City Lease and the Forsyth Lease, City will enter into a parking lease with Forsyth (as more particularly described below in Section 8) in order to facilitate the development and marketing of the Parking Garage.

6. Parking Garage Construction Agreement. SEDA and City shall enter into the Parking Garage Construction Agreement with Forsyth Parking Garage Manager, LLC (“Forsyth Parking”), an affiliate of Forsyth, to act as its construction manager for the Parking Garage, and

such agreement shall provide for the construction of the Parking Garage for a maximum guaranteed price approved by City pursuant to a sole source designation by City and in accordance with plans and specifications approved by SEDA and City, and which shall further provide: (i) that Forsyth Parking shall enter into a construction contract with Evans General Contractors, LLC (“Evans”) for the construction of the Parking Garage; (ii) that Forsyth Parking shall monitor the progress of said construction; (iii) that Forsyth Parking shall review and present requests for progress payments to SEDA and City on a “progress draw” basis; and (iv) for such other terms and provisions as reasonably requested by SEDA or City. In the event that Forsyth Parking requests that SEDA and City approve an amendment to the maximum guaranteed price set forth in the proposed Parking Garage Construction Agreement as a result of Unforeseen Conditions, Force Majeure, a change in market conditions (as validated by Means Guide to Construction Costs), or special conditions required by SEDA or City that would constitute a change in the scope of work of said construction contract, the Parties shall negotiate such amendment in good faith.

7. Parking Garage Management. Upon completion of the Parking Garage and the issuance by City of a certificate of occupancy therefor, City shall maintain the Parking Garage in a professional manner and condition and provide or cause to be provided all services and shall make or cause to be made all repairs, to the Parking Garage, including without limitation, repair and maintenance services, trash removal, supplies, lighting, and any other services reasonably necessary to maintain and operate the Parking Garage.

8. Parking Garage Lease. City and Forsyth shall enter into a master lease agreement which shall grant Forsyth (and its successors and assigns) the right from time to time to lease parking spaces in the Parking Garage; provided, however, City and Forsyth acknowledge and agree that the leased parking spaces may include (i) assigned or reserved parking spaces; (ii) assigned or reserved hours of parking; and (iii) permanent or perpetual rights to parking spaces that will be assignable or transferable with the sale or lease of certain parcels or development pad sites within the Project. All leases will include rates and terms that are in accordance with applicable City ordinances and policies. The Parties anticipate that the master lease agreement will provide for a total of 300 parking spaces to be available to nearby office and retail establishments and to tenants of improvements to be constructed in the future on the Property; provided, however, the Parties acknowledge and agree that not less than 300 parking spaces shall be made available to the general public from 6:00 p.m. to 8:00 a.m., Monday through Friday, and available to the general public on weekends from 6:00 p.m. Friday to 8:00 a.m. Monday.

9. PILOT Revenue. Until the later of the Bond Maturity Date and the date that SEDA has conveyed the Parking Garage to City and the Office Buildings to Forsyth as provided above in Section 5, Forsyth agrees to make an annual payment in lieu of taxes to SEDA (“PILOT Payments”) in the following amounts: (i) for calendar year 2024, \$30,365.00, (ii) for calendar year 2025, \$30,669.00, and (iii) for calendar years after 2025, an amount equivalent to the ad valorem taxes that would be payable based on an assessed value of the Office Buildings of \$55 million and the 2024 mileage rate, or an amount equivalent to the ad valorem taxes that would be payable based on the actual assessed value of the Office Buildings and the actual mileage rate, whichever amount is greater. The Parties acknowledge and agree that the ad valorem taxes referred to above in this Section 9 do not include ad valorem taxes on inventory or other personal property and that neither the foregoing provisions of this Section 9 nor any other provision of this Agreement shall be deemed to affect any obligation that Forsyth or any tenant of Forsyth may have to pay ad valorem taxes on inventory or other personal property.

CONFIDENTIAL

10. Distribution of PILOT Revenue. Until the later of the Bond Maturity Date and the date that SEDA has conveyed the Parking Garage to City and the Office Buildings to Forsyth, SEDA will distribute the PILOT payments it receives from Forsyth (the "PILOT Revenue") exclusively as follows: (i) first, the amount of Eleven Thousand Three Hundred Forty-five and 96/100 Dollars (\$11,345.96) to Chatham County, which amount shall be increased by a compounded annual rate of one percent (1%) per calendar year, (ii) next, the amount of Nineteen Thousand Eighteen and 92/100 Dollars (\$19,018.92) to the Savannah-Chatham County Public School System, which amount shall be increased by a compounded annual rate of one percent (1%) per calendar year, (iii) next, an amount equivalent to five percent (5%) of the PILOT Revenue to SEDA, and (iv) finally, the remainder of the PILOT Revenue to City's general fund.

11. Indemnifications. In addition to the completion guaranty agreement referred to in Section 4, Forsyth will enter into an indemnification agreement with SEDA and City whereby Forsyth shall agree to release and agree to indemnify, defend and hold harmless SEDA and City, and their respective members, directors, elected officials, officers, agents and employees, of and from any and all claims, demands, liabilities, losses, costs, or expenses, including reasonable attorneys' fees, incurred by any of them which arises out of or relates to any damage or injury to any person (including death) or property in connection with the design and construction of the Parking Garage and Office Buildings.

12. Inspection. During the pendency of construction of the Parking Garage, Forsyth Parking will permit SEDA and City and their respective agents to have access to the Parking Garage at reasonable times to conduct such surveys, studies, inspections and investigations as they shall deem appropriate.

13. Notices. All notices that may be or are required to be given to or made by either Party to the other in connection with this Agreement will be in writing and shall be deemed to have been properly given if delivered in person, or sent by overnight commercial courier or by registered or certified mail, return receipt requested, to the addresses set out below or by e-mail to the email address set out below with an original to follow promptly by certified mail, or at such other address or email address as specified by written notice and delivered in accordance herewith, to:

Forsyth: Forsyth Commons Holdings LLC
 Attention: Mr. Jeff Jepson
 1480 Chatham Parkway, Suite 200
 Savannah, Georgia 31405
 Email: david.paddison@seacrestpartners.com
jjepson@evans-gc.com

with copy to: Hunter Maclean
 Attention: Managing Partner
 200 East Saint Julian Street
 Savannah, Georgia 31401
 Phone: (912) 236-0261
 E-mail: bharmon@huntermaclean.com
skachmar@huntermaclean.com

CONFIDENTIAL

SEDA: Savannah Economic Development Authority
Attention: President/CEO
906 Drayton Street
Savannah, Georgia 31401
E-mail: ttollison@seda.org

with copy to: Jonathan B. Pannell, Esq.
Gray Pannell & Woodward LLP
323 East Congress Street
Savannah, Georgia 31401-2729
E-mail: jonpannell@gpwlawfirm.com

City: The Mayor and Aldermen of the City of Savannah
Attention: City Manager
2 East Bay Street
City Hall, 4th Floor
Post Office Box 1027
Savannah Georgia 31401
E-mail: jay.melder@savannahga.gov

with copy to: Office of the City Attorney
Attention: R. Bates Lovett
6 East Bay Street
Gamble Building, 3rd Floor
Post Office Box 1027
Savannah, Georgia 31401
E-mail: BLovett@Savannahga.Gov

For purposes of this Agreement, the time of actual delivery, as evidenced by a signed receipt therefor, if made in person, or one day after deposit in the ordinary course of business, if by overnight commercial courier, or the date of postmark, if by mail, or on the date of written confirmation of receipt by e-mail, shall be deemed the date of any notice, demand or delivery. Rejection or other refusal to accept or inability to deliver because of changed address or e-mail address of which no notice was given shall be deemed to be receipt of such notice, demand or delivery.

14. Time of the Essence. Time is of the essence in complying with the terms, conditions and agreements of this Agreement. Upon any failure of a Party to perform in compliance with this Agreement, the other Parties will have all rights and remedies afforded to such Party at law or in equity.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof and no representations, inducements, promises or agreements, oral or otherwise, between the Parties and not expressly stated herein, will be of any force or effect.

16. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

CONFIDENTIAL

17. Amendment. Any amendment to this Agreement will not be binding upon the Parties unless such amendment is in writing duly executed by the Parties. City and Forsyth acknowledge and agree that the Parties may need to execute one or more amendments to this Agreement which shall provide greater detail with respect to the rights, duties and obligations of each Party. The approval of this Agreement by City will authorize the City Manager to execute amendments to this Agreement that are in furtherance of the terms and conditions contained herein.

18. Controlling Laws; Venue.

(a) Controlling Laws. This Agreement and provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Georgia and all duly adopted ordinances, regulations, and policies of City now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for particular issues, all City ordinances, rules, regulations and policies are applicable.

(b) Venue. The exclusive venue for resolution of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Chatham County, Georgia, and each of the Parties hereby irrevocably submits to the jurisdiction of the federal and state courts situated in Chatham County, Georgia for any such resolution. Each of the Parties hereby waives irrevocably the defense of inconvenient forum to the maintenance of such action or proceeding, and hereby irrevocably and unconditionally agrees that service of process may be made by any means permitted by applicable law or, to the fullest extent permitted by law, on such Party at its address set forth in Section 15 by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that such service shall, to the fullest extent permitted by law, have the same legal force and effect as if served upon such Party within the State of Georgia.

19. Definitions. As used herein, the following definitions shall apply:

(a) "Affiliate" shall mean a person or entity that controls, is controlled by, or is under common control with, Forsyth.

(b) "Control" or "Controlled By" means the power to direct the management and policies of an entity, whether through ownership of voting rights or other beneficial interest, by contract or otherwise; or to the acquiring or surviving entity in connection with a merger, consolidation, reorganization or sale of Forsyth, of all or substantially all of the assets of Forsyth.

(c) "Force Majeure" shall mean any event that causes an increase in time and / or cost of construction of the Project, if and so long as such event is caused by natural disaster, fire, earthquake, floods, explosion, extraordinary adverse weather conditions, declared or undeclared war, terrorism, riots, protests, mob violence, inability to procure or a general shortage of labor, equipment, facilities, energy, materials or supplies in the open market, failure of transportation, unforeseen physical conditions, strikes, lockouts, actions of labor unions, condemnation, court orders, laws, rules, regulations, orders of governmental or military authorities or any event of force majeure customarily found in construction contracts used in the building construction industry in the vicinity of the Project and actually contained in Forsyth's contract with its general contractor, so long as such cause is not within the control of the Party undertaking same.

(d) “Unforeseen Conditions” shall mean those conditions encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the contract documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents.

20. Miscellaneous.

(a) No Assignment. This Agreement is a contract for specialized services and is personal to the Parties and shall not be assignable in whole or in part by a Party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Any attempted assignment without prior written consent shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Notwithstanding the foregoing, (i) Forsyth may assign this Agreement, without the consent of SEDA or City, to a parent, subsidiary or Affiliate of Forsyth or to an entity controlled by Forsyth; and (ii) City may assign or delegate certain rights and obligations under this Agreement, without the consent of SEDA or Forsyth, to the Downtown Savannah Authority.

(b) Captions and References; Interpretation. The captions and paragraph headings in this Agreement are for ease of reference only and are not intended to limit, describe, supplement or be part of this Agreement. Any reference in this Agreement to “Section” or “Exhibit” shall refer to the corresponding Section or Exhibit of this Agreement, unless otherwise expressly indicated. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Whenever the word “including” is used, it shall have the same meaning as “including but not limited to” and “including without limitation.” Any reference in this Agreement to “herein” or “hereof” shall refer to this Agreement as a whole rather than being limited to the particular section or subsection in which such term is used.

(c) Severability. In the event that any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such provision shall be deemed an independent provision and such determination shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect and which shall be construed as to be valid and enforceable under applicable law.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or its terms to produce or account for more than one of such counterparts.

(e) Exhibits. The following exhibits are attached hereto and incorporated by this reference herein:

Exhibit A: Description of Property
Exhibit B: Parking Garage Plans
Exhibit C: Concept Plans

CONFIDENTIAL

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONFIDENTIAL

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal as of the day and year first above written.

Forsyth:

FORSYTH COMMONS HOLDINGSS, LLC, a
Georgia limited liability company

By: _____

Name: _____

Title: _____

[Forsyth signathure page]

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

CONFIDENTIAL

SEDA:

**SAVANNAH ECONOMIC DEVELOPMENT
AUTHORITY**, a public corporation of the State of
Georgia

By: _____
Hugh K. Tollison, President/CEO

[SEDA signature page]

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

CONFIDENTIAL

City:

**THE MAYOR AND ALDERMEN OF THE
CITY OF SAVANNAH**, a Georgia municipal
corporation

By: 
Jay Melder, City Manager

[City signature page]

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

CONFIDENTIAL

EXHIBIT A

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

DESCRIPTION OF PROPERTY

[on following page]

CONFIDENTIAL

Exhibit A
Legal Description
[attached]

Exhibit A
Legal Description

FBI	Acres
2004424000	0.23
2004424001	0.23
2004424002	0.11
2004424003	0.15
2004424004	0.15
2004424005	0.09
TOTALS	1.15



CONFIDENTIAL

EXHIBIT B

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

PARKING GARAGE PLANS

[begins on following page]

CONFIDENTIAL

Exhibit B
Parking Garage Plans
[attached]

Forsyth Commons Holdings, LLC

November 6, 2023

City of Savannah
Attn: Jay Melder, City Manager
2 East Bay Street
Savannah, Georgia 31401

RE: Forsyth Park Parking Garage Cost Estimate (\$28,446,610.12)

Dear Mr. Melder,

Attached hereto is a detailed cost estimate and preliminary design concept for a new three-story underground garage located at the corner of Whitaker and West Park streets. The cost estimate was developed using an as built/underground utility survey prepared by Thomas and Hutton Engineers and a geo-technical investigation prepared by Terracon. The concept design was prepared by Nelson and Greenline Architects, and we believe it provides for maximum traffic dispersion at peak traffic intervals. This assumption will be updated with a full Traffic Impact Analysis as part of the civil design.

The plans show two new office buildings built above the garage with a restored Howard Street, similar to the lane at the Perry Lane Hotel. **The building concepts are conceptual in nature, and we have not started any vertical building concept design.** The footprints are for coordination and illustrative purposes only as the garage design and circulation needs to be developed around various building systems and components including, foundations, stairwells, public access areas, and ventilation and elevator shafts. The vertical design of the buildings will be a result of an inclusive process that includes all stakeholders including the city, the MPC and the neighborhood association.

The new garage will provide 488 total parking spaces as shown on the table below.

PARKING COUNT	
TYPE	COUNT
Accessible Parking Spaces	7
Compact Parking Spaces (8' 0" x 16')	3
Compact Parking Spaces (8' 6" x 16')	36
Parallel Parking	21
Standard Parking Spaces	417

CONFIDENTIAL

Van Accessible Parking Spaces	4
GRAND TOTAL	488

Forsyth Commons Holdings, LLC

It is anticipated that the future office tenants will require approximately 300 parking spaces during business hours leaving 188 spaces available for public parking during business hours and all 488 spaces available for public parking after hours and weekends. The concept drawing contemplates a public access stairwell and elevator at the corner of W. Park and Whitaker at the currently located crosswalk.

The cost estimate attached hereto totals \$28,446,610.12 and includes resurfacing all 4 adjoining streets as well as a \$1,000,000 design and construction contingency. We have evaluated a number of garage wall systems including deep soil mixing (DSM), slurry walls and sheet piles. We have selected and included in our pricing; a low vibration sheet pile system that has been used successfully in Savannah in the past.

We look forward to meeting with you and your team to discuss next steps and are certainly available to answer any questions you may have.

Respectfully submitted,

Jeffrey F. Jepson

CONFIDENTIAL

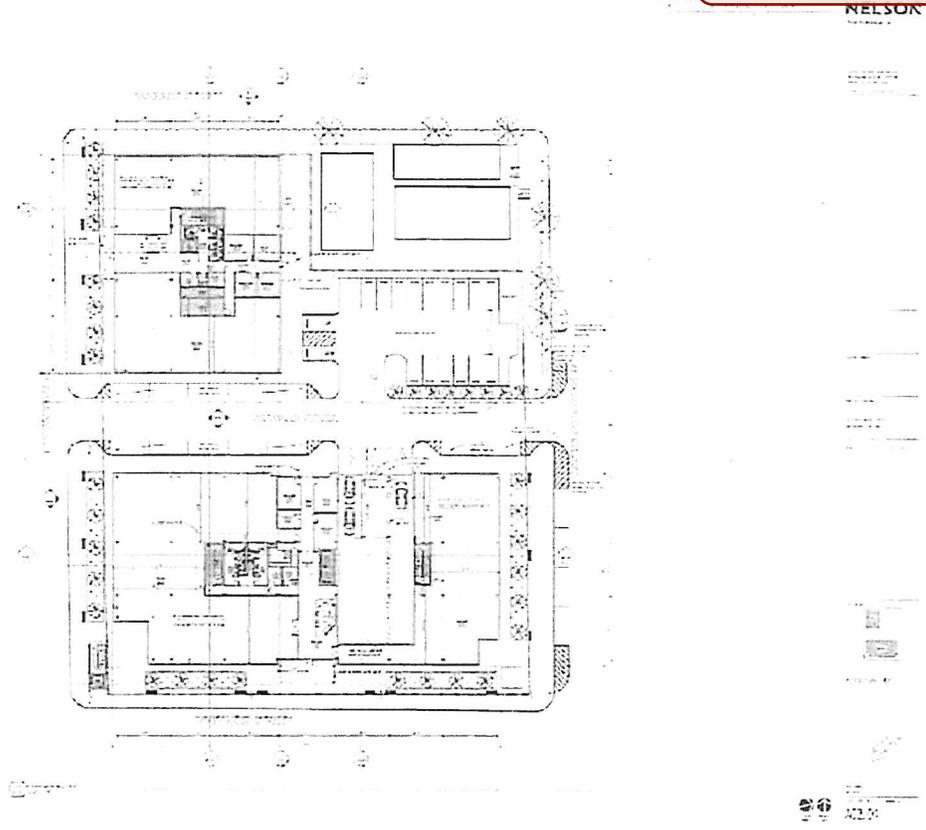
EXHIBIT C

[to Development Agreement dated as of March 28, 2024, by and among Forsyth Commons Holdings, LLC, Savannah Economic Development Authority; and The Mayor and Aldermen of the City of Savannah]

CONCEPT PLANS

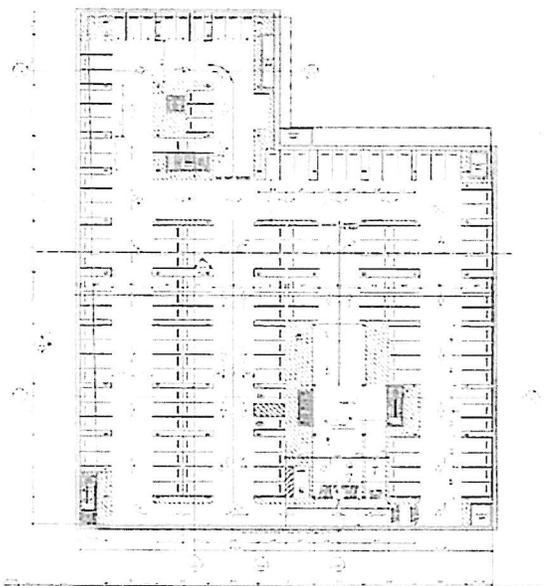
[begins on following page]

CONFIDENTIAL



CONFIDENTIAL

10/1/2013

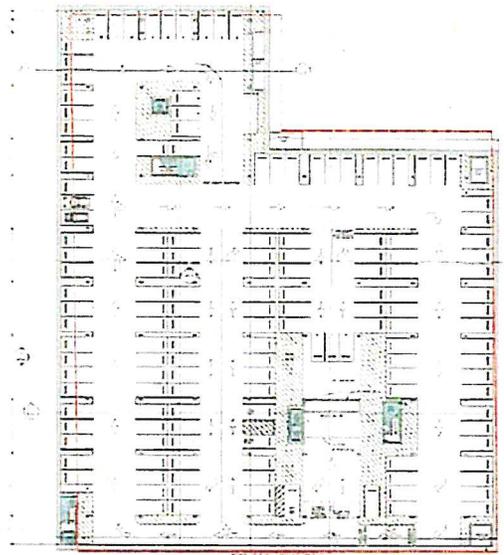


Room No.	Room Name	Area (sq. ft.)
101	Office	120
102	Office	120
103	Office	120
104	Office	120
105	Office	120
106	Office	120
107	Office	120
108	Office	120
109	Office	120
110	Office	120
111	Office	120
112	Office	120
113	Office	120
114	Office	120
115	Office	120
116	Office	120
117	Office	120
118	Office	120
119	Office	120
120	Office	120
121	Office	120
122	Office	120
123	Office	120
124	Office	120
125	Office	120
126	Office	120
127	Office	120
128	Office	120
129	Office	120
130	Office	120
131	Office	120
132	Office	120
133	Office	120
134	Office	120
135	Office	120
136	Office	120
137	Office	120
138	Office	120
139	Office	120
140	Office	120
141	Office	120
142	Office	120
143	Office	120
144	Office	120
145	Office	120
146	Office	120
147	Office	120
148	Office	120
149	Office	120
150	Office	120
151	Office	120
152	Office	120
153	Office	120
154	Office	120
155	Office	120
156	Office	120
157	Office	120
158	Office	120
159	Office	120
160	Office	120
161	Office	120
162	Office	120
163	Office	120
164	Office	120
165	Office	120
166	Office	120
167	Office	120
168	Office	120
169	Office	120
170	Office	120
171	Office	120
172	Office	120
173	Office	120
174	Office	120
175	Office	120
176	Office	120
177	Office	120
178	Office	120
179	Office	120
180	Office	120
181	Office	120
182	Office	120
183	Office	120
184	Office	120
185	Office	120
186	Office	120
187	Office	120
188	Office	120
189	Office	120
190	Office	120
191	Office	120
192	Office	120
193	Office	120
194	Office	120
195	Office	120
196	Office	120
197	Office	120
198	Office	120
199	Office	120
200	Office	120

10/1/2013

CONFIDENTIAL

NELSON



NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

11/11/11



Project Name: Foryth Garage
 Location: Savannah, GA
 Date: 3/20/2013
 Building Size (SQ): 197,005
 Size (Acres): 2

CSI	Work Description	Details	Quantity	Unit	BUDGET	Grand Total	\$/SF
GENERAL CONDITIONS					10 mos	\$623,500.13	\$3.16
01	GENERAL CONDITIONS					\$623,500.13	3.16
010000	Site GCs		4.0	MO	\$237,523.86		
010000	Building GCs		6.0	MO	\$356,285.79		
010000	Closure GCs		1.0	MO	\$29,690.48		
01	MOBILIZATION					\$0.00	0.00
01	FINAL CLEANING					\$0.00	0.00
SITework						\$8,319,463.64	\$43.20
02	DEMOLITION					\$553,200.00	2.61
024000	Sub Bid				\$485,000.00		
024000	Utility Relocations		1	LS	\$60,000.00		
024000	Existing Buildings	Site A, B, C and D	20829	SF	Included in Sub Bid		
024000	Asphalt		17700	SF	Included in Sub Bid		
024000	Curb		804	SF	Included in Sub Bid		
024000	Concrete Paving		12,717	SF	Included in Sub Bid		
024000	Sidewalk	4"	17,013	SF	Included in Sub Bid		
024000	SS Pipe and Structures	clay pipe	570	LF	\$5,700.00		
024000	Cut and Cap Water Line		2	EA	\$4,500.00		
024000	GA Power Relocation			AL			
024000	Comm Line Relocation			AL			
024000	Gas Line Relocation			AL			
024000	Lead Paint/Asbestos Abatement			AL			
02	EROSION CONTROL					\$69,800.00	0.35
310000	Erosion Control		2	AC	\$9,750.00		
310000	Construction Entrance		2	EA	\$10,000.00		
310000	Silt Fence - Install		1110	LF	\$4,440.00		
310000	Silt Fence - Removal		1110	LF	\$4,440.00		
310000	SWPPP Plan		1	LS	\$1,500.00		
310000	SWPPP Inspections		50	WK	\$12,500.00		
310000	Inlet Protection		10	EA	\$2,500.00		
310000	Street Maintenance - Vac Truck		4	MONTH	\$16,000.00		
310000	Street Maintenance - Sweeper		6	MONTH	\$12,000.00		
31	EARTHWORK					\$6,513,967.14	32.98
310000	Sub Bid - EARTHWORK				\$1,164,000.00		
310000	Mobilize		1	LS	\$10,000.00		
310000	Staking/Layout		2	AC	\$2,250.00		
310000	Bulk Excavation for Garage		85,342	CY	Included in Sub Bid		
310000	Hauloff Material		85,342	CY	Included in Sub Bid		
310000	Sheet Pile Wall		30,850	SF	\$2,797,200.00		
310000	Tie-Backs		342	EA	\$1,197,000.00		
310000	Temporary Dewatering - Wellpoints		1	LS	Included in Sub Bid		
310000	Baker Tanks		4	MONTH	\$20,000.00		
310000	Fine Grading - Sidewalks		2,416	SY	\$7,247.33		
310000	Fine Grading - Green Spaces		568	SY	\$1,113.76		
310000	Stone Below Slab	12.00	4,877	TONS	\$219,450.00		
310000	Cap above Deck - Select Fill	12.00	2,438	LY	\$36,575.00		
310000	Top Soil in Green Space	36.00	520	CY	\$7,793.33		
310000	Water B. Water Meter for Earthwork	for bidg pad MC	1	LS	\$45,000.00		
310000	Backfill Curb & Gutter		2,013	LF	\$5,057.50		
321013	Concrete Pavement - Stone Base		6.00	TS	\$338.20		
310000	Contingency		1	LS	\$1,000,000.00		
33	STORM SEWER					\$179,834.00	0.91
334000	Gutter to Roof Drain Transitions		15	EA	\$3,750.00		
334000	Under Metallic Underdrains	6"	2,100	LF	\$52,500.00		
334000	18" RCP		400	LF	\$24,000.00		
334000	18" RCP		130	LF	\$11,844.00		
334000	30" RCP		780	LF	\$30,240.00		
334000	Curb Inlets		3	EA	\$19,500.00		
334000	Grate Inlets		2	EA	\$13,000.00		
334000	Lift Station for Permanent Underdrains	2 hp pump	1	LS	\$25,000.00		
33	FIRE WATER					\$30,500.00	0.15

CONFIDENTIAL

		Client:	City of Savannah				
		Project Name:	Ferry Storage				
		Location:	Savannah, GA				
		Date:	3/30/2021				
		Bidding Size (\$):	197,505				
		Site (Acres):	1				
CSE	Work Description	Details	Quantity	Unit	BUDGET	Grand Total	\$/SF
331000	8" Fire Line		60	LF	\$3,000.00		
331000	Line Tap		1	EA	\$2,500.00		
331000	Backflow Preventer & Vault		1	EA	\$25,000.00		
33	SANITARY SEWER					\$46,350.00	0.23
333000	8" PVC		467	LF	\$24,350.00		
333000	Manholes		3	EA	\$19,500.00		
333000	Connect to Existing		1	EA	\$2,500.00		
32	CONCRETE PAVING & CURBS					\$137,881.50	0.70
321313	Concrete Paving	8" thick	635	SF	\$6,350.00		
321313	Dowel Baskets @ Control Its.	One direction	635	SF	\$635.00		
321313	WWF		635	SF	\$317.50		
321313	Sidewalks		21,742	SF	\$130,452.00		
321313	Curb Concrete Paving		635	SF	\$127.00		
32	ASPHALT PAVING					\$267,401.00	1.35
321216	Light Duty Asphalt	6 F 2	678	SY	\$18,297.00		
321216	Decorative Pavers	Howard St	5,092	SF	\$108,104.00		
321216	Mil & Overlay	Park/Wht/Ward/Barn	6,000	SY	\$120,000.00		
321216	Traffic Control		1	LS	\$20,000.00		
33	STRIPING & SIGNAGE					\$171,500.00	0.87
331723	Traffic Signage		1	LS	\$20,000.00		
331723	Strip Bar Striping		8	EA	\$2,000.00		
331723	Wheel Stops		498	EA	\$74,700.00		
331723	Pavement Markings		498	EA	\$46,800.00		
331723	Re-Striping at Mill/Overlay		1	LS	\$25,000.00		
31	MISCELLANEOUS SITE IMPROVEMENTS					\$363,450.00	1.84
333200	Granite Curb		2,023	LF	\$303,450.00		
333200	Planters - Precast	Landscape Planters	6	EA	\$60,000.00		
SHELL BUILDING						\$16,787,648.00	892.97
CONCRETE						\$12,476,900.54	503.27
03	FOUNDATIONS					\$9,464,400.54	47.92
033000	Sub Bid				\$0,220,000.00		
033000	Retaining Wall	6"x2'	15	CY	Included in Sub Bid		
033000	Perimeter Walls- 12"	Single Side	1,500	CY	\$2,380,000.50		
033000	Mechanical Vent Shafts	8" Thick	120	CY	\$190,400.00		
033000	Concrete Columns	18"x24"x10'x210	250	LY	Included in Sub Bid		
033000	Concrete Drop Panels	10'x10'x16'x70	720	CY	Included in Sub Bid		
033000	Shear Walls	12"5805LF	306	CY	Included in Sub Bid		
033000	Podium Level Transfer Slab	32"Thick	2,500	CY	Included in Sub Bid		
033000	PT Decks	8" Thick	3,012	CY	Included in Sub Bid		
033000	Deck Beams	32"x16"	1,165	CY	Included in Sub Bid		
033000	PT Drive Ramps		249	CY	Included in Sub Bid		
033000	Tower Crane	Foundation Incl	1	LS	\$64,000.00		
033000	Stair Tower Rental		2	EA	\$30,000.00		
03	SLABS					\$2,990,000.00	15.14
033000	Sub Bid				\$2,990,000.00		
033000	M&E Slab Foundation	30" thick	6,102	CY	Included in Sub Bid		
033000	Elevator Pit		72	CY	Included in Sub Bid		
03	MISCELLANEOUS CONCRETE					\$12,500.00	0.15
034800	Pipe Bells		100	EA	\$12,500.00		
MASONRY						\$33,600.00	0.17
04	MASONRY					\$33,600.00	0.17
040000	CMU	Public Access Dwg	840	SF	\$12,500.00		
040000	Brick		840	SF	\$21,000.00		

CONFIDENTIAL



Client: City of Savannah
 Project Name: Firestop Garage
 Location: Savannah, GA
 Date: 2/10/2023
 Building Size (SF): 197,505
 Site (Acres): 2

CSI	Work Description	Details	Quantity	Unit	BUDGET	Grand Total	\$/SF	
METALS								
05	MISCELLANEOUS METALS						\$201,796.00	\$1.01
055000	MISC Metals- Barrier Gates, etc		530	LF	\$6,300.00	\$173,300.00	0.80	
055000	Fire Stairs/Railings		6	FLT	\$132,000.00			
055000	Pipe Bolts (6")		100	EA	\$25,000.00			
053000	Grates for Vent Fans		4	EA	\$10,000.00			
05	JOISTS & DECKING							
05 30 00	Roof Joists	Public Access Bldg	4	TONG	\$19,200.00	\$20,496.00	0.10	
05 30 00	Roof Deck - gray	Public Access Bldg	240	SF	\$1,296.00			
05	STEEL ERECTION							
051000	Fire Stairs/Railings		8	EA	\$8,000.00	\$8,000.00	0.04	
THERMAL & MOISTURE PROTECTION							\$1,018,476.00	\$5.15
47	WATER & FIRE PROOFING						\$915,426.00	4.63
070000	Waterproofing Below SOG- Pre-Prufe		65,835	SF	\$395,010.00			
070000	Waterproofing Transfer Slab in Green Areas		31,736	SF	\$190,416.00			
070000	Membrane Waterproofing @ Walls		40,500	SF	\$24,000.00			
070000	Elevator Pit Waterproofing		1,300	SF	\$6,000.00			
07	ROOFING						\$4,800.00	0.02
075000	45 mil TPO Mech Fastened		240	SF	\$4,800.00			
07	ROOF SPECIALTIES						\$10,000.00	0.05
077000	Skair Tower - Setup		1	LS	\$8,000.00			
077000	Skair Tower - Rental		1	LS	\$2,000.00			
07	CAULKING & SEALANTS						\$62,757.00	0.32
079200	Cauk Vertical Joints		650	LF	\$3,250.00			
079200	Cauk Floor Joints		197,505	SF	\$79,002.00			
DOORS, WINDOWS & GLASS							\$46,500.00	0.23
08	EXTERIOR HM DOORS & FRAMES						\$40,000.00	0.20
080000	Exterior Hollow Metal Doors	(3x7)	10	EA	\$40,000.00			
08	GLASS & GLAZING						\$6,500.00	0.03
084000	Entry Doors (double)		1	PR	\$2,500.00			
084000	Storefront System	Non-Impact	100	SF	\$4,000.00			
FINISHES							\$40,595.57	0.21
09	WAREHOUSE EXTERIOR PAINT						\$3,250.00	0.02
093000	Metal Doors		10	EA	\$750.00			
093000	Pipe Bollards		190	EA	\$2,500.00			
09	WAREHOUSE INTERIOR PAINT						\$40,595.57	0.21
093000	Misc. Paint		197,505	GSF	\$39,501.00			
093000	Interior Block Walls		1,493	SF	\$1,194.57			
SPECIALTIES							\$2,500.00	0.01
10	SPECIALTIES						\$7,500.00	0.01
103000	Fire Extinguishers - Surface Mounted		25	EA	\$3,000.00			
CONVEYING SYSTEMS							\$315,000.00	1.59
14	ELEVATORS						\$315,000.00	1.59
142000	Holess Hydraulic 3-Stop		3	EA	\$315,000.00			

CONFIDENTIAL

		Client:	City of Savannah				
		Project Name:	Forsyth Garage				
		Location:	Savannah, GA				
		Date:	3/10/2023				
		Building Size (SF):	117,505				
		Site (Acres):	2				
CSI	Work Description	Details	Quantity	UNIT	BUDGET	Grand Total	\$/SF
	FIRE PROTECTION					\$544,000.00	4.67
21	FIRE PROTECTION					\$544,000.00	4.67
210000	Sub Bid				\$544,000.00		
210000	Dry Pipe System		197,505	SF	Included in Sub Bid		
	PLUMBING					\$115,800.00	0.98
22	PLUMBING - WAREHOUSE					\$115,800.00	0.98
220000	Incoming Service		1	LS	\$15,000.00		
220000	Hot Water		6	EA	\$10,800.00		
220000	Floor Drains/Wiring		20	EA	\$50,000.00		
	HVAC					\$345,000.00	2.93
23	HVAC - WAREHOUSE					\$345,000.00	2.93
230000	Sub Bid				\$345,000.00		
230000	Verification Form	75 CFM/SF	144,129	CFM	Included in Sub Bid		
230000	Electric Heater @ Mech/TP Rooms		1	EA	Included in Sub Bid		
	ELECTRICAL					\$722,000.00	6.15
25	SERVICE & DISTRIBUTION					\$722,000.00	6.15
250000	Sub Bid				\$722,000.00		
250000	Main Switchgear	800	2,000	AMPS	Included in Sub Bid		
250000	House Panel		1,500	AMPS	Included in Sub Bid		
250000	Power Distribution	Garage	197,505	SF	Included in Sub Bid		
25	POWER & DEVICES - WAREHOUSE					\$300,000.00	2.55
250000	Battery Chargers	CV-1 per floor	12	EA	\$300,000.00		
	SECURITY/ACCESS CONTROL					\$198,128.75	1.69
28	SECURITY/ACCESS CONTROL					\$198,128.75	1.69
280000	Security/Gate System		197,505	GSF	\$146,128.75		
280000	Mesh System		1	LS	\$50,000.00		
	MISCELLANEOUS					\$30,000.00	0.25
25	MISCELLANEOUS					\$30,000.00	0.25
250000	Temporary Lights & Power		1	LS	\$30,000.00		
	OTHER PROJECT COSTS					\$2,624,997.10	22.34
	PROJECT ADMIN					\$1,511,115.50	12.86
01	COMPUTER HARDWARE/SOFTWARE					\$7,500.00	0.06
010000	Texture		1,00	LS	\$7,500.00		
	SUB TOTALS					\$123,615.50	1.05
01	SUB TOTALS					\$123,615.50	1.05
010000	Sub Totals		1,00%	LS	\$123,615.50		
	OTHER PROJECT COSTS					\$7,096,353.00	59.51
01	DESIGN & TESTING					\$4,098,353.00	34.88
010000	Civil Design		2	AC	\$210,000.00		
010000	Civil Traffic Study		1	LS	\$30,000.00		
010000	Architectural/Structural		1	LS	\$747,390.00		
010000	Structural			SF	incl above		
010000	MEPF			SF	Design/Built		
010000	Reimbursables		1%	LS	\$9,961.30		
010000	Testing		1	LS	\$75,000.00		
010000	Geotech Report			LS	By Owner		
010000	Topo Survey		2	AC	Included in Sub Bid		
010000	Monitoring of existing buildings		6	HO	\$15,000.00		
	PERMITS					\$0.00	0.00
01	PERMITS					\$0.00	0.00
010000	Site Permit	ALLOWANCE		AC	By Owner		

CONFIDENTIAL



Client: City of Savannah
 Project Name: Fantasy Garage
 Location: Savannah, GA
 Date: 5/20/2022
 Building Size (SF): 117,506
 Size (Stories): 2

GSI	Work Description	Details	Quantity	Unit	BUDGET	Grand Total	\$/SF
INSURANCE							
01	INSURANCE					\$103,000.02	0.88
012000	General Liability Insurance		0.55%		\$172,731.53		
012000	Builder's Risk Insurance	0.00003	10	MOS	\$20,277.28		
OVERHEAD & PROFIT							
01	CORPORATE OVERHEAD & PROFIT					\$1,204,519.10	10.30
012000	Corporate Overhead		1.3%	LS	\$635,341.02		
012000	Profit		2.5%	LS	\$669,177.28		
ALLOWANCES							
01	ALLOWANCES					\$475,000.00	4.11
012100	Permits		1	LS	\$100,000.00		
012100	Georgia Power Overhead Line Relocation		1	LS	\$100,000.00		
012100	Communication Relocations		1	LS	\$200,000.00		
012100	Gas Line Relocation		1	LS	\$75,000.00		
PROJECT TOTAL						\$29,446,510.12	\$144.03

Certificate Of Completion

Envelope Id: D12A61D9A8734244AF8759638F2B1AD8

Status: Completed

Subject: Letter_City to SEDA_Garage.pdf

Source Envelope:

Document Pages: 30

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Midori Carpenter

AutoNav: Enabled

305 Fahm Street

Enveloped Stamping: Enabled

Savannah, GA 31401

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Midori.Carpenter@Savannahga.Gov

IP Address: 198.217.18.5

Record Tracking

Status: Original

Holder: Midori Carpenter

Location: DocuSign

4/3/2024 9:55:12 AM

Midori.Carpenter@Savannahga.Gov

Signer Events**Signature****Timestamp**

Joseph A. Melder



Sent: 4/3/2024 9:57:08 AM

Jay.Melder@Savannahga.Gov

Viewed: 4/3/2024 10:49:14 AM

City Manager

Signed: 4/3/2024 10:49:35 AM

Mayor and Aldermen of the City of Savannah

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication (None)

Using IP Address: 174.195.44.144

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 2/7/2022 4:05:25 PM

ID: f57715c4-0a93-418b-a71f-8c66d444b20f

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

4/3/2024 9:57:08 AM

Certified Delivered

Security Checked

4/3/2024 10:49:14 AM

Signing Complete

Security Checked

4/3/2024 10:49:35 AM

Completed

Security Checked

4/3/2024 10:49:35 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

CONFIDENTIAL

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Savannah (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Savannah:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wprice@savannahga.gov

To advise City of Savannah of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at wprice@savannahga.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Savannah

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to wprice@savannahga.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Savannah

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to wprice@savannahga.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Savannah as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Savannah during the course of your relationship with City of Savannah.