

**Eastman Downtown Development Authority
Board of Directors Minutes**

Date: March 10, 2026

Place: Eastman City Hall, Council Chamber

Board of Directors Present: Wynnon Pittman, Mark Studstill, Michelle Butler, Sue Peacock, Derek Hutcheson, Paula McCain, Lorraine Aguayo **Attorney** Rita Llop **Absent:** N/A

Call to Order: Wynnon Pittman

Invocation: Derek Hutcheson

Pledge of Allegiance: Led by Chairman Wynnon Pittman

Agenda: Approved by a motion made by Derek Hutcheson and a second by Sue Peacock. Motion carried.

Minutes: February 17, 2026 meeting minutes were given to each member. Lorraine Aguayo led a discussion about the inclusion of Executive Session minutes. Attorney Rita Llop reminded the board that Executive Session minutes were not to be included in regular minutes and these would be removed from the minutes held by the board and kept separately. A motion was made by Paula McCain to accept and a second by Michelle Butler. Motion carried unanimously.

Financial Report: Treasurer Michelle Butler presented the financial report with a balance of \$67,133.87 following a Beginning Balance of \$68,377.71 and expenses to U.S. Postal Service Annual Box #152 for \$99.00, Deluxe Business System Checks and Deposits ACH of \$559.84, three invoices from Dodge County News of \$585.00 for a total of \$1,243.84 for Operating Expenses. This brings the Ending Balance as of February 28, 2026 of \$67,133.87 with an outstanding bill to Dodge County News Invoice 105853 for Property Bids Ad in the amount of \$227.50. Balance includes an Outstanding check for \$99.00. Vice Chair Lorraine Aguayo asked about a \$156.25 previous bill to Dodge County News. Treasurer Michelle Butler advised that the newspaper had written off this old expense. Mark Studstill made a motion to approve the financial report with a second by Lorraine Aguayo. Motion carried.

Executive Session (property): Paula McCain made a motion to enter into Executive Session that was seconded by Lorraine Aguayo to discuss property matters. Motion carried unanimously.

After the Executive Session: Paula McCain made a motion to come out of Executive Session that was seconded by Lorraine Aguayo. Motion carried.

Old Business

1. Discussion was held regarding the Alleyway Project by Lorraine Aguayo, with a recommendation that the Board hear the presentation later in the meeting by Pam McCranie from Leave It Better for updates and new information.
2. Discussion was held related to the Calendar Event for Meet & Greet on March 26, 2026 by Secretary Sue Peacock. She advised that she had compared costs on two locations of Lola's Small Event Venue at \$100 plus the cost of food and Eastman Bake Shop at No Charge for the venue with a cost of \$250 for food and drinks with tableware included. This resulted in the choice of Eastman Bake Shop for the venue and refreshments provided by Lorraine Aguayo. Mrs. Peacock asked if each DDA member would be available from 5:30 to 7:30 to meet business owners and answer questions. Paula McCain stated she would not be present. Mrs. Peacock asked

Gerald Fordham (City Building Inspector) who was in the audience to be present and give his professional advice. He agreed to be present. She discussed and presented the flyer to members that she would deliver to business owners in Eastman, if approved. Chairman Wynnon Pittman reminded the board that the flyer and calendars needed approval before sharing. Mrs. Peacock assured the board that no calendar or flyer had been made public before being brought for approval to the DDA. February and March calendars and the annual calendar were presented to the board previously. Mrs. Peacock advised that she had the April calendar ready for board approval, but Chairman Wynnon Pittman said it was not necessary if there were no events for the DDA. Mrs. Peacock reminded the board of the April 27, 2026 date for Roadside Cleanup by Litter-Free Dodge at the courthouse that she hoped to include an Adopt-a-Block for the downtown area that would include the public. Since Loraine Aguayo will be handling refreshments for the March 26 event, Chairman Wynnon Pittman asked that she refrain from voting on the acceptance of the March 26 motion. Sue Peacock made a motion to have Eastman Bake Shop as the location and provider of refreshments for the March 26 Meet & Greet with a payment of \$250. Mark Studstill seconded and the motion carried.

3. Mark Studstill discussed the Facade Grant Revisions from the committee that included Mark Studstill, Wynnon Pittman, and Sue Peacock. Chairman Wynnon Pittman recommended that the board study the revised facade application until the next meeting with special attention to timelines. This item will be placed on the April meeting agenda. Derek Hutcheson referred to the scope of the map to be used for the facade grant and the board discussed the Rural Zone area. Paula McCain was asked by Wynnon Pittman to provide the Strategic Plan map to members. The facade grant revision will be placed on the April agenda for the DDA board to review changes.

New Business

1. Chairman Wynnon Pittman advised the board that he, Molly Jones of the City, and Treasurer Michelle Butler had investigated a facade grant application that was still outstanding. He gave board members a copy of October 21, 2024 minutes in which the DDA approved a facade grant for Southside Market in the amount of \$1,500 upon completion of work, but this payment had still not been made to the applicant. Chairman Wynnon Pittman advised that the board will wait to pay this amount in April. Lorraine Aguayo discussed that facade grant applications were to be awarded before work began at this time, but meeting minutes stated the grant was to be awarded upon completion.
2. Chairman Wynnon Pittman stated that the DDA received a \$44,000 verbal offer plus closing costs by Dahl McDermitt for the purchase of the Bus Station property. Attorney Joey Marchant will be contacted to handle closing within the next 30 days. Derek Hutcheson made a motion to accept the offer with a second by Vice Chair Loraine Aguayo. Motion carried unanimously.
3. Chairman Wynnon Pittman opened a discussion of realtors who responded to his contact regarding the sale of DDA property. He received responses from Stephanie Griffis of Destination Realty, Tanija Hughes, and Becky Mullis of Good Thing Realty. Stephanie Griffis proposed a list price of \$49,000 on the AA building and \$55,000 on the Old Bus Station, with a flat rate of commission at \$3000 that she verbally reduced to \$2500. She advised that she has two contractors who have already expressed interest. Tanija Hughes proposed listing the AA building at \$52,000 and the Old Bus Station at \$58,000 with a 5% commission rate. Becky Mullis of Good Thing Realty did not propose a listing price on either building in forms that were provided, but verbally agreed to a listing of \$17,900 for the AA building and a listing of \$54,900 for the Bus Station. She required a 5% commission rate. Lorraine Aguayo made a motion to accept Stephanie Griffis as realtor to list the AA building, with a second by Sue Peacock. Motion carried unanimously.
4. Chairman Wynnon Pittman led a discussion about the Downtown Development Revolving Loan Fund Award (DDRLF) letter that was received from G. Christopher Nunn, Commissioner of the Georgia Department of Community Affairs. This letter gave notice approving a loan of \$250,000 on February 24, 2026 at a rate of 4% to assist SPS Oglethorpe LLC with renovation of property at 116-118 East Main Street in Eastman. This is to accommodate Jefferson's Franchise Restaurant. Chairman Wynnon Pittman advised the board that Eastman DDA serves only as a channel to oversee this loan project that is approximately 85% completed, with an

investment already exceeding \$850,000. Secretary Sue Peacock asked if any restrictions were in place for exterior finishes on this building at the time of the application. Chairman Wynnon Pittman told the board that the building was required to follow city building guidelines. He explained the availability of this loan to other businesses. Mark Studstill offered questions about the presentation. Chairman Wynnon Pittman recommended a photo and press release upon completion of the renovation to inform businesses of this opportunity and asked Vice Chair Loraine Aguayo to put the revolving loan information on the DDA website. Paula McCain advised that the Chamber of Commerce would be present at the ribbon cutting for opening. All DDA members were asked by Chairman Wynnon Pittman to accept, acknowledge, and sign the Statement of Conditions form. Paula McCain made the motion to do so with a second made by Derek Hutcheson. Motion carried and each member signed the acceptance form.

5. Pam McCranie, President of Leave It Better non-profit, presented projected expenses from Clay Tripp of Southeast Landscapes, Inc. in the amount of \$47,800 to complete the paver installation in the Alleyway Project off Main Street. This was his recommendation instead of glue that would need to be redone periodically. She presented images of each area and a projected image of the completed alleyway. The estimated costs included: \$10,000 for paver installation on the 4 ft. walkway from mural to mural, \$7,200 for installation with pavers on the patio behind the ramp with pavers they have already in stock, \$12,600 from the initial patio to the rear of the Peacock building, \$10,000 for paver installation from the Fourth Avenue walkway to the first mural, and \$8,000 for paver installation from Third Avenue to the Leave It Better Park. She explained that Leave It Better already has funding for \$20,000 toward erosion for this installation, and has applied for an AARP grant. She appealed for help on the balance since the City of Eastman has reached the maximum funding from TSPLOST on water and sewage pipes in the alleyway. She stressed that memorial brick orders are still available, as well as grant opportunities. Chairman Wynnon Pittman stated that Georgia Power recently authorized moving electrical poles to underground wiring. Mark Studstill and Derek Hutcheson discussed whether any funding is still available from TSPLOST. Chairman Wynnon Pittman mentioned the \$24,000 that was used for rental of machinery already and the maximum amount of \$100,000 already used by the City for water and sewage infrastructure repairs. Derek Hutcheson asked if the city could help with the erosion problem. Chairman Wynnon Pittman stated that this was not a priority with the City at this time. Vice Chair Loraine Aguayo made a motion that the DDA give a payment in the amount of \$10,000 toward the first phase of the paver installation. Motion was seconded by Sue Peacock. Motion carried unanimously. It was discussed to do a resolution before issuing the check.

Public Comments

Pam McCranie from Leave It Better made additional comments about the alleyway. She has talked to business owners whose exteriors are along the alleyway about the project. Gerald Fordham (Building Inspector for the City) gave his professional opinion that pavers should not be placed before Georgia Power completes moving the poles or it will risk damaging pavers with equipment. He advised that work on buildings should be done first and recommended that business owners would need to apply for facade grants and complete that work before pavers or bricks were installed to prevent damages to pavers. Chairman Wynnon Pittman commented from the Authority that he will contact Georgia Power for a timeline of when moving the poles is planned to be completed. Pam McCranie advised that Georgia DDA has a mentorship program for communities available. Chairman Wynnon Pittman asked her to research information and the deadline for Eastman DDA to apply.

Authority comments

Derek Hutcheson asked Pam McCranie if she could provide an amount for everything that would be needed to complete all phases of this alleyway project. Pam McCranie suggested a work session with collaboration between DDA and Leave It Better to go over details of the work needed and amounts for the alleyway completion. No date was set for a work session before the next meeting, pending information from Georgia Power. Derek Hutcheson reminded the board and Pam

McCranie that State Farm has a \$25,000 grant available and State Representative Danny Mathis could be contacted to ask if any other funding is available. Mark Studstill reminded the board of the April 2 training. Chairman Wynnon Pittman advised members to talk to April Sheffield at City of Eastman to schedule. Paula McCain discussed the April 27 meeting scheduled for Strategic Planning. Derek Hutcheson advised the need for State Tax Credits up to \$331,000 to be on the April meeting agenda. Wynnon Pittman reminded the board of the Post Office Box 152 address for DDA.

Adjourn

Mark Studstill made a motion to adjourn that was seconded by Sue Peacock. Motion carried.



Wynnon Pittman, Chairperson



Sue Peacock, Secretary

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF EASTMAN**

**MOTION TO ENTER INTO A CLOSED MEETING
March 10, 2026**

The following Motion is made by Authority member Paula McCain :

That the Authority now enter into closed session as allowed by Georgia law, pursuant to the advice of the city attorney and for the purpose to authorize negotiations to sell property of the Authority and the terms thereof. O.C.G.A. 50-14-3(b)(1).

The Motion is seconded by Authority member Joraine Agvayo .

Motion to Enter Executive Session Approved by those members voting in favor of the motion for closure:

All members present

Those members voting against the Motion for closure:

None

Motion to Exit Executive Session was made by Paula McCain .

Seconded by:

Joraine Agvayo

Approved by:

All members present

The subject of the closed session was devoted to matters excepted from the Open and Public Meetings law.

The Chairperson shall execute an Affidavit as to the matters discussed and this Motion and that Affidavit shall be included and filed with the official minutes of the meeting.

So certified by Chairperson Wynnon Pittman as to the Executive Session on March 10, 2026, this the 10th day of March, 2026.

Sue Peacock
Sue Peacock, Secretary

Wynnon Pittman
Wynnon Pittman, Chairperson

Sworn to and subscribed before me this 10th day of March, 2026.

Rita J. Lopez
Notary Public



**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF EASTMAN**

AFFIDAVIT OF EXECUTIVE SESSION

STATE OF GEORGIA
COUNTY OF DODGE

Before me, the undersigned officer duly authorized by law to administer oaths, personally appeared Wynnon Pittman, Chairman of the Downtown Development Authority of the City of Eastman who, being duly sworn, deposes and says as follows:

1. I am over 18 years of age, of sound mind, and have read this Affidavit and I am familiar with and have personal knowledge of the facts and matters set forth in this Affidavit.
2. Pursuant to my duties as Chairman of the Downtown Development Authority of the City of Eastman (the "Authority."), I presided over the meeting of the Authority held on March 10, 2026; a portion of that meeting was closed to the public.
3. This Affidavit is made in accordance with Georgia law, O.C.G.A. 50-14-4(b) requiring that when a meeting is closed, the person presiding over such meeting shall execute and file with the official minutes of the meeting a notarized affidavit stating under oath that the subject matter of the closed meeting was devoted to matters within the exceptions to the Open and Public Meeting law.
4. The subject matter of the closed portion of the meeting on March 10, 2026, was devoted to discussion on authorizing negotiations to sell property. O.C.G.A. 50-14-3(b).

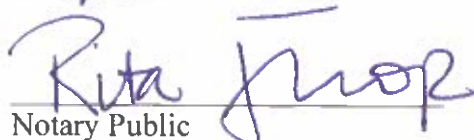
This Affidavit is executed for the purpose of complying with the Open and Public Meetings Act and shall be filed with the official minutes of the meeting on March 10, 2026.

This 10th day of March 2026.

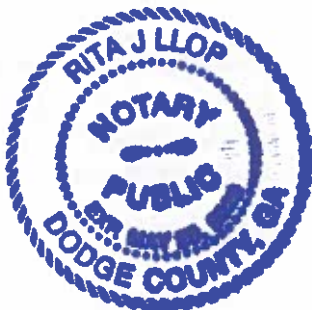


Wynnon Pittman, Chairperson

Subscribed and sworn to
before me a notary public
this 10th day of March 2026.



Notary Public



Eastman Downtown Development Authority

Board Operating Statement Detail

February 28, 2026

Beginning Balance	68,377.71
Income	
Total Operating Income	0.00
Expenses	
US Postal Service - Annual Box #152	99.00
Deluxe Business System - Checks & Deposits ACH	559.84
Dodge County News - 3 Invoices - Property Bids	585.00
Total	1,243.84
Total Operating Expenses	1,243.84
Operating Profit / (Loss)	-1,243.84
<hr/>	
Ending Balance	<u>67,133.87</u>

Eastman Downtown Development Authority

Bank Reconciliation Report

Account	Colony Bank xxxxxx6038
Ending	2/27/2026
Statement Date	2/27/2026

Balance Per Bank Statement	67,232.87
Plus Deposits in Transit	0.00
Less Outstanding Checks	99.00
Adjustments	0.00
Reconciled Ending Balance	67,133.87
General Ledger Balance	67,133.87
Difference	0.00

Outstanding Items

Outstanding Bills

Board Approval March

Dodge County News - Invoice 105855 Bids Property Ad \$227.50



Eastman Downtown Development Authority

Thursday

March 26, 2026

5:30PM - 7:30PM

**Visit with Eastman
Business Owners and
Meet New
DDA Members.**

**The Bake Shop
208 Main Street
Eastman, Ga. 31023**

RSVP Please 478-231-8477



Façade and Sign Improvement Grant

Eastman Downtown Development Authority

address

Eastman, Georgia 31023

Phone

email

The Façade/ Sign Grant Program is administered by the Eastman Downtown Development Authority (EDDA). *Applications are accepted and reviewed monthly, depending on the availability of funds. This grant program is funded with local funds.*

Façade Improvement Grant monies available are for exterior improvements only and may be applied to a front, side or rear façade, provided the façade faces a public street or parking area. Grants are available on a 50/50 matching basis with a cap of \$ for minor exterior developments. Major developments are classified as projects exceeding \$ and/or projects that encompass multiple storefronts. The maximum for major development projects is \$. (See Façade Grant Eligible Projects for more information.)

Sign Grants are available on a 50/50 matching basis with a cap of \$ per grant. Grant funds are for signs which may include signboards, projecting signs and pedestrian signage (includes window sign, hanging sign and awning/canopy sign) for commercial buildings located in the downtown district. (See Sign Grant Eligible Projects for more information.)

Eligible projects must be located in the Downtown District (see map). Potentially eligible participants include commercial property owners or business owners. Government entities and national franchises are excluded. The amount of the match will be determined by the EDDA based on design appeal, funds available, and number of requests under consideration.

Eligible Areas in yellow

Façade/ Sign Grant Purpose

The purpose of the grant is to stimulate investment into the revitalization and preservation of Eastman's downtown area in the interest of public health, safety and welfare. Downtown Eastman is the historic core of the city and serves as the seat of business, government and service for the community. Each downtown building has an individual character, and each building is treated with respect to its unique features, appearance and significance, current conditions, contributions and impact.

Please read the following prior to application submittal

- A \$100 Application Fee is required for façade improvement projects. Application must include specific improvement details including colors and construction materials. Fee is reimbursed upon grant approval.
- No work may be started by or on behalf of the applicant prior to the decision to make a grant award; such beginning disqualifies an applicant from grant consideration.
- All project expenditures must be paid by check. Invoices must be marked "PAID"- signed and dated by the contractor/company. Copies of the front and back of cleared checks must be submitted upon project completion.
- Occupants of properties listed for sale may not apply for grant funding.
- No property is eligible to receive the same type of grant more than once in a two-year period.

Application Process

- Applications are accepted on a rolling basis to the office of Eastman Downtown Development Authority: ? Street, Eastman, Georgia 31023; (478) ? ; [email](#).
- Applications are accepted and reviewed monthly, depending on the availability of funds. This grant program is funded with local funds.**

- Applications will first be reviewed by the Eastman Zoning Board and Building Inspector to determine if the proposed project adheres to city code and ordinances. ***Applicants are responsible for obtaining all necessary governmental permits and authorization.***

Application Checklist

- A photograph of the property showing the area(s) for improvement
- Letter of consent from property owner (if tenant is applying for grant)
- Renderings of proposed façade/ sign improvements *in color*.
All grant applications should include a rendering of proposed improvements. Rendering can be drawing or artificially applied to photo of existing building. Color samples of all final paint selections and/or final material selections must be included with the application.
- \$100 application fee *(Façade Projects only) *fee is reimbursed upon grant approval
- Itemized cost estimate (labor/materials separately)
- Completed application form

Application Review

Applications are reviewed during the Downtown Development Authority monthly meetings- held the ?
each month, and they are reviewed in the order received. Only complete applications will be reviewed. A complete application includes the attached form and all supporting materials as specified in the instructions. Incomplete applications will be returned to the sender within two weeks if all materials are not submitted. The Façade Grant Committee shall:

- Review each application package for completeness.
- Make a determination regarding eligibility;
- Classify the project as either a minor or major improvement

Each application package will be judged by the following Standard for Review:

- Extent to which the project advances the goals of improving building appearance;
- Extent to which the project is compatible with the characteristics of Eastman's Downtown District;
- Extent of the projects impact upon the Downtown Eastman's streetscape and pedestrian atmosphere;
- Historic/ architectural significance of building;
- Original condition of the building and the need for the changes of the proposed project;
- Extent to which the original building is preserved;
- Removal of historically inappropriate alterations;
- Prominence of building;
- Quality of work,
- All other factors deemed by the Downtown Development Authority Board of Directors to be applicable.

The EDDA will determine the award amount with consideration to available funding. The EDDA Chairperson will communicate the grant amount and work directly with you.

If approved, written notice will be sent to applicant and work can begin. ***PLEASE NOTE: WORK CANNOT BEGIN UNTIL YOU RECEIVE A WRITTEN NOTICE THAT THE PROJECT HAS BEEN APPROVED AND YOU MAY PROCEED.***

Applicant has 90 days from the date of written notice to complete the work. Under certain circumstances, extensions may be requested in writing but must not exceed ??? days.

Reimbursement Procedures

Reimbursement can be expected approximately two (2) weeks after all the following documentation has been submitted and approval given by the EDDA:

- Copies of all paid invoices and cleared checks for all of the façade/ sign work covered by the grant. All project expenditures must be paid by check. The invoices must be marked "PAID" and be signed and dated by the contractor(s);
- Copies of the signed contracts with the licensed contractors that are chosen to do the work;
- Photographs before and after the completion of the project.

FAÇADE IMPROVEMENT GRANT

Eligible Projects

From minor improvements to full-scale restoration, a wide range of investment proposals will be considered, *including:*

Minor improvements (\$? maximum)

- Exterior painting- *when associated with other improvements **
- Canopies and awnings
- Decorative exterior architectural features (including light fixtures)
- Exterior door & window replacement and treatments
- Storefront and/or masonry stabilization
- Masonry cleaning (by gentlest means possible) **

Major improvements (\$? maximum)

- Restoration of original and/or historic façade
- Architectural/structural stabilization
- Replacement/Restoration/Uncovering of architectural features
- Exterior walls/materials

*Exterior paint colors should be harmonious with the neighboring structures. Presenting paint samples to the EDDA board is required.

** Inappropriate chemical cleaners and sandblasting are strictly forbidden for surface cleaning of structures due to possible damage to aged building components. Please contact the Executive Director if chemical cleaners and/or sandblasting is necessary.

Ineligible Projects

- Projects where the work has been started
- Interior improvements of any type

- Landscape improvements
- Security Systems
- Gutters and downspouts
- General maintenance (except exterior painting)
- Personal property/ equipment
- Labor by a non-licensed contractor
- Painting- when not associated with other improvements
- "Sweat Equity"- *work performed by the applicant, family members of the applicant or employees of the applicant, unless the work is done as an agent of a construction company which has provided a quote included in the original application and recommended for approval by the EDDA. General construction oversight and project administration work performed by the applicant, family members of the applicant or employees of the applicant are not eligible.*

SIGN GRANT Eligible

Projects

Good signage should always complement the architecture of the building. Signs that are too large, too abundant or out of place stylistically will convey a poor image and will detract from the aesthetic appeal and historic character of the building and Downtown Eastman. Good sign design considers all of the following factors: **layout, composition, materials, color, size, graphics, typeface and installation.**

Appropriate types of signs include the following:

- Three dimensional signs (carved wood and raised letter signs) are required
- Flush, flat mounted signboards with raised letters (at least 1" thick)
- Gilded or painted lettering on the storefront display windows
- Lettering stenciled or sewn to the flap of the awning
- Hanging signs/ Projecting signs (three- dimensional preferred)

Façade and Sign Improvement

Grant Application

Contact Information

Name: _____

Mailing Address: _____

Physical Address: _____

Email: _____

Phone Number: _____

Grant Applying For:

_____ **Sign**

_____ **Minor Façade**

_____ **Major Facade**

Notes:

OFFICE USE ONLY:

RECEIVED ____/____/____ RECEIVED BY: _____

DISCUSSED AT MEETING ____/____/____

APPROVED ____/____/____ PROJECT START DATE ____/____/____

Façade and Sign Improvement Grant Application

1) ELIGIBILITY

Choose one: **Property Owner** **Business Owner**

Street Address of the Downtown Property:

If applicant is not the property owner, a letter granting permission from the property owner must be included in the application packet.

2) PHOTOGRAPHS

Before Photos of Property

Renderings of Work to be Completed

Send high quality photos to klopez@jesupga.gov

3) PROJECT BUDGET

Total Project Cost: _____

Façade-Only Expenses: _____

Sign Expenses: _____

Please provide an itemized list of project expenses and cost estimates from contractor.

4) PROJECT CLASSIFICATION

Choose one:

Sign

Major

Minor

Determination of Project Classification is ultimately determined by the FGC based upon the project cost, type of work, and scope of work.

Major: Restoration/Rehabilitation:

- Façade improvements in excess of \$? and/or encompassing more than one storefront/address

Minor: Rehabilitation:

- Repainting of an existing painted façade
- Canopies and awnings
- Exterior painting- when associated with other improvements *
- Decorative exterior architectural features (including light fixtures)
- Exterior door & window replacement and treatments
- Storefront and/or masonry stabilization



Eastman Downtown Development Authority Board of Directors Minutes

Date: October 21st, 2024

Place: Eastman City Hall

Board of Directors Present: Andrea McCrane, Lorraine Aguayo, Paula McCain, Willie Nae Nash, Roy Grenade, **Attorney:** Rita Ilop **Absent:** Sammy Young

Financial Report: Motion was made by Roy Grenade to accept the Financial Report as information.l with a second by Wynnon Pittman, motion carried

Minutes: Approved the minutes from the September 16th meeting, Wynnon made a motion to approve the minutes with adding to have the Minutes and Agenda in a timely manner with a second made by Paula McCain, motion carried

Invocation: Wynnon Pittman

Pledge of Allegiance: Led by Chair Andrea McCrane

Approved Agenda: A motion was made by Roy Grenade to approve the Agenda as stated Wynnon Pittman seconded the motion. Motion carried.


- Wynnon Pittman made a request to have the minutes and the agenda in a timely manner.
- Andrea informed the Board that Leave it Better has repaid their loan in the amount of 10,000 and it has been deposited into our account as of October 8th, 2024.
- Andrea informed the board that we need to revisit the current by-laws to address attendance. Paula suggested that we all read and review the current by-laws and note the things we need to make changes on and or add to our current by-laws.
- Lorraine requested more board participation on/in the DDA Events. We discussed adding that to the by-laws. Wynnon Pittman stated that we need to lean on Committees more. Wynnon also stated that everyone should participate either via telephone or in person.
- Andrea asked that everyone bring any amendments to the By-laws, to the next meeting.
- Lorraine asked that if we have an event and vote on and approve an event then everyone should do something to help with that event
- Paula presented estimates on purchasing an ice skating rink rather than renting one. She stated that we would need help with purchase if we decided to go that route.
- Andrea stated that Wynnon, Paula were initially placed on the Event Committee. We decided to put the committees on the next Agenda.
- Wynnon asked if he had permission to go into the community to ask for help with the purchase of an ice skating rink. Paula stated that she would attend the next city workshop to present it to the city at that time. We are all in agreement that we need to move fast on this. We will make the ask to the City and the County to see if they would help with the cost of purchasing an ice skating rink. We will attend the next City workshop to present an estimate.
- We also discussed working with other organizations on some joint Christmas events. If anyone has any ideas please bring it to Wynnon and Paula. December 13-14 is the approximate date, which was discussed in the October meeting. A motion was made by Wynnon Pittman with a second by

Paula McCain. Motion Carried.

- We discussed the Alleyway project. We did receive an estimate for 59,000.00 to resurface the area. We need to send out bids 1st and then draw up an agreement between the business owners and us for permission to use the portion of the alley that each individual owns. But we do need to talk with each individual that owns a portion of the Alley. But we need to come up with an idea prior to getting a bid. Then we can discuss it with the city to talk about how much financial assistance we can possibly get. Then we would have to draw up a lease with each business owner.
- We scheduled a work Session to discuss the Strategic plan at the September meeting. Lorraine, Andrea and Paula were. The only ones who attended. Andrea decided that Lorraine, Andrea and Paula would be the liaison between the Regional Commission and the Authority. However that does not release anyone from helping and contributing. Roy made a motion to accept the Committee with a second by Willie Nae Nash.
- Andrea Spoke with Lynn Ashcroft with the DCA, and Sheree Bennett. They suggested setting a date to discuss programs that are available for anyone interested in starting up a business, facade grant, etc. to make them aware of how the process works. Andrea has scheduled a meeting with Lynn Ashcroft to discuss this further and possibly set a date.
- Roy and Willie Nae meet to discuss the facade grant from Southside Market. The Facade grant committee discussed that we do not give the applicants the money until after the project is done. The board approved the facade grant for Southside Market. The facade grant committee also recommended that we reduce the facade grant to 1,000.00 from 1,500.00 and only reward 3 per year. This will be discussed at the next DDA meeting.

Meeting adjourned


Andrea McCranie, Chair


Paula McCain, Secretary



GEORGIA DEPARTMENT
of COMMUNITY AFFAIRS

February 24, 2026

Mr. Wynnon Pittman, Chair
Downtown Development Authority of Eastman, Georgia
5421 Fourth Avenue
Eastman, Georgia 31203

Re: Downtown Development Revolving Loan Fund Award #26dd-nr-045-10658
Sub-borrower – SPS Oglethorpe LLC

Dear Mr. Pittman:

I am pleased to announce the Department's approval of the Downtown Development Authority of Eastman, Georgia's request for a Downtown Development Revolving Loan Fund (DD RLF) loan in the amount of \$250,000 to assist SPS Oglethorpe LLC with the renovation of the property at 116-118 East Main Street in downtown Eastman, to accommodate Jefferson's Franchise restaurant and event space. We are confident this financing tool will assist the Authority in developing a public-private partnership which will aid in accomplishing the redevelopment goals for downtown Eastman.

Enclosed you will find an original and two copies of a Statement of Contract Award and a Statement of General and Special Conditions (GSC) placed on the award. Please note your acceptance of these contract documents makes the Authority responsible for all requirements contained in the Statement of General and Special Conditions and the Statement of Contract Award.

It should be understood this loan's approval is a conditional approval predicated on the information and financial documentation provided in the loan application by the sub-borrower. Should the terms outlined in the Statement of General and Special Conditions not be adhered to, this approval may be withdrawn. As the project moves forward, should there be any unforeseen changes to the project scope or to the approved Source and Use table found on page 2 of the GSCs, it is incumbent upon the DDA to inform DCA of these changes prior to their occurrence to gain approval, to not jeopardize the loan.

After careful study of the General and Special Conditions, please acknowledge your acceptance by signing all copies of the Statement of Contract Award and the Statement of General and Special Conditions. Once executed, the original and one copy of both the Statement of Contract Award and the Statement of General and Special Conditions shall be returned to the Department of Community Affairs (DCA) within thirty (30) days of the award. The award does not become effective until we receive the executed original of the Statement of Contract Award. The third copy should be retained for your files. Please note from a financial,



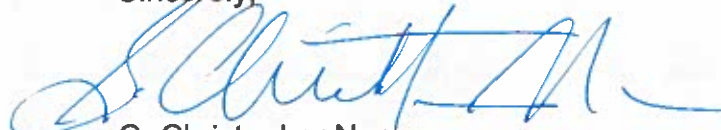
accounting, and record keeping standpoint, this award should be treated entirely separate from your other accounts.

As DCA's commitment of DD RLF funds is for permanent financing, intended to take out a portion of the construction loan financing in the project, we do not close a DD RLF loan and release funds until the project is complete. Therefore, we will begin the closing process when we are contacted and asked to do so by either the Borrower or an authorized representative of the Authority. At that time, DCA's attorney will prepare the loan documents for the DD RLF loan and will administer the loan closing. The loan must be closed by February 23, 2027.

Also, prior to the loan closing, the Authority and the City will need to pass resolutions in support of the project and the DD RLF loan. Enclosed for your review is a sample resolution for both entities to consider. Please make sure the Authority follows applicable laws and regulations regarding conflicts of interest and that those efforts are reflected in the Authority's resolution. Also enclosed is a copy of the DD RLF Sub-borrower Acknowledgements form which will be sent to the sub-borrower for signature.

If you have any questions regarding this award or the loan closing, please contact DD RLF Program Manager Sally Mrus at (404) 982-3400. Ms. Mrus will be the contact person for the loan closing as well.

Sincerely,



G. Christopher Nunn
Commissioner

CN/sm

Enclosures: Statement of Contract Award
Statement of General and Special Conditions
Sample resolutions
DD RLF Sub-borrower Acknowledgement

cc: Vishal Sharma – SPS Oglethorpe LLC (via email)
Chris Higdon, Tara Bradshaw, Cindy Eidson – Georgia Cities Foundation (via email)
Sherron Alexander Jackson, Corinne Thornton, Lynn Ashcraft, Cherie Bennett –
DCA (via email)

**Georgia Department of
COMMUNITY AFFAIRS**
60 Executive Park South, N.E.
Atlanta, Georgia 30329

**STATEMENT OF CONTRACT AWARD
DOWNTOWN DEVELOPMENT
REVOLVING LOAN FUND PROGRAM (DD RLF)**

Recipient: Downtown Development Authority of Eastman, Georgia

DD RLF Funds: \$250,000

Date of Award: 2/24/2026

Award Period: from 2/24/2026 to 11/23/2041

Project Name: 116-118 East Main Street, Georgia

Final Sub-Recipient: SPS Oglethorpe LLC

Project Number: #26dd-nr-045-10658

Award of assistance is hereby made in the amount and for the period shown above under the Downtown Development Revolving Loan Fund (DD RLF) Program as authorized under O.C.G.A. Sec. 50-8 to the above-mentioned recipient, in accordance with the plan set forth in the application of the above-mentioned recipient as amended and approved by the Department, subject to any attached revisions and Statement of General and Special Conditions as well as any additional terms and conditions of any subsequent documents required by the Department of Community Affairs for implementation of this contract, including but not limited to various subsidiary intergovernmental contracts and agreements.

This contract is subject to all applicable rules, regulations, and conditions as prescribed by the Department of Community Affairs' DD RLF Program Regulations and Program Guidelines. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the Department consistent with the purposes and authorization of the Downtown Development Revolving Loan Fund Program.

This contract shall become effective on the beginning date of the award period (above), provided that within thirty (30) days of the award date any attached properly executed agreements, revisions and special condition statements are returned to the Georgia Department of Community Affairs.

- This award is subject to the DD RLF Regulations.
- This award is subject to a Statement of General and Special Conditions.
- This award is subject to an Intergovernmental Services Contract and other documents.

DEPARTMENT OF COMMUNITY AFFAIRS



COMMISSIONER

Feb. 24, 2026

DATE EXECUTED

I, Wynnon Pittman, acting under my authority to contract on behalf of the recipient, hereby signify acceptance for the recipient of the above-described assistance on the terms and conditions stated above, incorporated by reference therein, or contained in a Statement of General and Special Conditions.

Date of Acceptance: 03/10/2026



Authorized Signature
Wynnon Pittman

Name (printed)
Chair

Title (typed)

**GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS
DOWNTOWN DEVELOPMENT REVOLVING LOAN FUND PROGRAM
STATEMENT of GENERAL and SPECIAL CONDITIONS**

**Local Government: Downtown Development Authority of Eastman, Georgia
Contract No: 26dd-nr-045-10658**

This STATEMENT of GENERAL and SPECIAL CONDITIONS (hereinafter "Statement") is an attachment to the STATEMENT OF CONTRACT AWARD (hereinafter "Contract Award") and includes limiting conditions, implementing procedures and documentation requirements for **Contract Number 26dd-nr-045-10658**. Upon the **Downtown Development Authority of Eastman, Georgia** (hereinafter "Authority") properly accepting the Contract Award, the Georgia Department of Community Affairs (hereinafter "Department") will obligate funds for this project (hereinafter "Project"). Funds, however, will not be released and available for disbursement until the General and Special Conditions outlined herein are cleared.

The Project will be funded through an intergovernmental contract and associated note between the Department and the Authority who will undertake the Project, "re-loaning" the funds to **SPS Oglethorpe LLC** (hereinafter "Borrower" throughout this document), the loans initiated by the Department and referred to herein will be referred to collectively as "Loans" and individually as "Loan". In the case of reference to an individual loan, the context will determine whether the loan referred to references the loan from the Department to the Authority, or the Authority to the Borrower, unless otherwise specifically stated.)

Project Description

The Downtown Development Authority of Eastman, Georgia (Authority) and SPS OGLETHORPE LLC (Borrower) are requesting a loan of \$250,000 from the Downtown Development Revolving Loan Fund (DD RLF) program to fund the renovation and rehabilitation of a building located at 116-118 East Main Street in downtown Eastman.

The total project cost for the 116-118 East Main Street project is \$850,000. The DD RLF funds are part of a financing proposal structured as follows:

Source and Use of Funds

<u>Source</u>	<u>Amount</u>		<u>Use</u>	<u>Amount</u>
Georgia First Bank	\$ 425,000	50.00%	Acquisition/Rehab	\$ 425,000
DD RLF	\$ 250,000	29.41%	Rehab/Renovation	\$ 250,000
GCF	\$ 90,000	10.59%	FF & E	\$ 90,000
Owner Equity	\$ 85,000	10.00%	Working Capital	\$ 85,000
Total	\$ 850,000	100.00%		\$ 850,000

General Conditions

The Department makes available to the Authority a loan to fund **Contract Number 26dd-nr-045-10658** subject to the terms and conditions of this Statement. The following General Conditions apply to this contract:

1. No applicable state laws, rules, regulations, or applicable local ordinances shall be violated in carrying out the Project and expending DD RLF loan proceeds.
2. The Authority is authorized under the laws of the state to carry out the Project and activities that are the subject of this financing and the proposed expenditure of funds is in accordance with all applicable legal requirements.
3. No real or apparent conflict of interest shall be engaged in by any official, employee or agent of the Authority and Borrower and any member of their immediate family, their partners and any organization which employs, or is about to employ any of the above. This prohibition prohibits both the solicitation and acceptance of gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

In addition, none of the persons listed above who exercise or have exercised any functions or responsibilities with respect to the activities supported by the DD RLF or are in a position to participate in a decision-making process or gain inside information may have a financial interest or benefit from the DD RLF supported activities, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

It is the responsibility of the recipients to disclose to the Department any relationship that might create a real or apparent conflict of interest as soon as the recipient becomes aware of it and to request guidance and mitigation procedures from the Department.

4. The Authority's accounting records of the DD RLF loan funds shall be maintained in a manner consistent with generally accepted government accounting standards.
5. Because the State of Georgia's Environmental Policy Act (O.C.G.A 12-16) is not generally applicable to land disturbing or to land acquisition activities if government assistance totals less than fifty (50%) percent of the total project cost and amounts to less than \$250,000, it will not apply to many DD RLF projects. However, it is the recipient's responsibility to determine the law's applicability to the specific project and to meet all of its requirements.
6. Loan funds shall be disbursed by the Department in accordance with the provisions of the loan agreement and/or intergovernmental contract. Those provisions may vary depending on each project's particular circumstances. In general, the Department will seek to match disbursements with actual need for funds and to minimize the existence of idle DD RLF funds at the local level.

7. The Department may make reviews and audits of the Project including on-site reviews as may be necessary or appropriate to implement the program and ensure the requirements contained in regulation, loan agreement and/or intergovernmental contract are met. In the case of noncompliance and at its sole discretion, the Department shall take such actions as it deems appropriate to prevent a continuance of the deficiency, mitigate any adverse effects or consequences and prevent a recurrence. The Department shall establish specific sanctions and remedies for borrower's and/or contractor's noncompliance on a case-by-case basis.

8. The recipient may be required to submit quarterly progress reports to the Department in a format prescribed by the Department. Failure to submit timely and acceptable reports may result in a request for immediate repayment of all DD RLF funds from the recipient by the Department.

9. Loan payments shall be due to the Department in accordance with the terms and provisions of the loan agreement and/or intergovernmental contract and must be sent to:

DD RLF Loan Servicing
Georgia Department of Community Affairs
Post Office Box 15481
Atlanta, Georgia 30333

Special Conditions

- 1. The City must submit a resolution indicating that it supports the Project, and the Authority must submit a resolution that indicates that it has the legal authority to undertake this transaction and that it supports the Project.**
- 2. The Authority and the Borrower must obtain the Department's approval of the final construction plans and specifications, budget, cost estimates, and construction contractors.**
- 3. The Authority and the Borrower must obtain the Department's approval of the proposed intergovernmental contracts, loan documents, and agreements that will be utilized to carry out the Project.**
- 4. The Authority and the Borrower must submit a written certification, jointly executed, accepting this Statement in its entirety and the following terms and conditions on the DD RLF loan:**

4.01 BORROWERS: The Authority and the Borrower.

4.02 GUARANTORS: Personal guarantees from Vishal Sharma and Puja Sharma and a corporate guarantee from SPS Jefferson LLC.

4.03 LOAN PURPOSE: SPS OGLETHORPE LLC, through the Authority, will use \$250,000 in DD RLF funding to renovate and rehabilitate a building at 116-118 East Main Street in downtown Eastman. The Project will have an estimated employment impact of 10-20 new jobs. The Project will enhance the downtown area and is consistent with the City's downtown revitalization plans.

4.04 PROPERTY: The property (hereinafter "Property") is defined as 116-118 East Main Street, Eastman, Georgia, as described in the DD RLF application.

4.05 LOAN SECURITY: The Authority shall obtain from the Borrower the following: 1) a promissory note, loan agreement, other documents required by the Department, and a shared second lien position (with GCF) on the Deed to Secure Debt encumbering the Property, and 2) a blanket assignment of all leases and rents on the subject property. The Department must approve in writing all arrangements for loan security, including any estoppel agreements with existing creditors, all collateral values, all evidence of collateral values, all security documents, and the arising, if any, of any prior liens on any of the loan security. The Authority shall assign to the Department all proceeds from the loan security, the promissory note, any subordination agreements, the loan agreement, and any and all other loan documents used to secure the Loan from the Authority to the Borrower.

4.06 REPAYMENT: The Borrower's repayment of the Loan from the Authority shall commence on the first day of the first month following closing with a payment of interest only. Principal and interest payments sufficient to amortize the Loan in 15 years will be due on the first day of the second month in equal monthly installments. The repayment terms of the Loan from the Department to the Authority will be identical to the repayment terms of the Loan from the Authority to the Borrower.

4.07 INTEREST RATE: Interest on the Loans shall be payable at a fixed rate of 3.0%. Simple interest shall be calculated on the daily outstanding principal balance of the Loans based on 360 days and paid for the actual number of days elapsed.

4.08 PREPAYMENT: The Authority or the Borrower may prepay, without penalty, any or all of the Loans at any time.

4.09 LOAN FEE: No loan fees will be charged for any of the Loans.

4.10 COSTS AND EXPENSES: The Borrower shall pay all costs and expenses in connection with the preparation for and closing of the Loans, including but not limited to appraisal fees, legal fees, fees for lien and litigation searches, all premiums, intangible taxes, and all other costs and expenses, whether the Loans close or not.

4.11 PROJECT COST OVERRUNS: The Borrower shall be responsible for paying all cost overruns.

4.12 COMPLIANCE WITH GOVERNMENTAL REGULATIONS: The Borrower and the Authority will comply with all applicable federal, state, and local laws and comply with all DD RLF program regulations. If the Borrower or the Authority does not comply with applicable laws and regulations, the Department may call the Loans or restructure the Loans in accord with customary private financing arrangements.

4.13 NO ADDITIONAL DEBT: The Borrower shall not borrow additional funds or receive additional advances on existing loans that are secured by any of the collateral referred to in the paragraph entitled "Loan Security". This restriction shall not apply to existing liens or other exceptions of which the Department is aware and for which it has given prior written approval.

4.14 FINANCIAL REPORTS: If requested by the Department, the Borrower will provide the Department annual financial statements on the operations of the Borrower, guarantors or related companies in a form specified by the Department throughout the term of the Loan within 90 days of the calendar year-end. If requested by the Department, the Borrower will provide the Department copies of current or previous federal tax returns on the Borrower, guarantors or related companies within 30 days of any such requests.

4.15 OTHER CONDITIONS: The project building including all building restorations and improvements must be complete and a Certificate of Occupancy issued.

4.16 EXPIRATION OF COMMITMENT: Unless extended in writing by the Department, the Loans contemplated herein must close by February 23, 2027. If not closed by said date, any commitment to fund the Loans shall terminate.

4.17 TERMINATION OF COMMITMENT: Prior to closing of the Loans, the Authority and the Borrower shall, in good faith, fully comply with all terms, provisions and conditions herein; failure to comply with each and every term, condition, covenant and requirement shall relieve and release the Department from any and all obligations to the Authority and the Borrower under this Statement.

5. CONDITIONS PRECEDENT TO CLOSING: Prior to the closing of the Loans and the disbursement of the loan proceeds, the City, the Authority and the Borrower shall have satisfied and complied with the following requirements and conditions:

5.01 LOAN DOCUMENTATION: The Borrower and the Authority shall sign all necessary documents in a form specified by the Department to evidence, secure, and perfect interest in the Loans including, but not limited to, the following: loan agreements, notes, security agreements, guarantees and assignments.

5.02 TITLE INSURANCE: A title insurance policy naming the Authority, its successors and assigns as their interest may appear, must be issued by a title insurer acceptable to the Department in an amount not less than the Loan amount, on an American Land Title Association (ALTA) loan policy form (latest revision) insuring that title

to the properties serving as collateral hereunder are clear except for such prior liens or other exceptions as the Department is aware of and has approved.

5.03 INSURANCE: The Borrower shall furnish insurance policies to the Authority, issued by companies acceptable to the Department, and providing the following coverage: a) Hazard Insurance—"All Risk" property insurance for the Property in an amount not less than 100% of the full replacement cost of the Property, and containing a standard mortgagee clause in favor of the Authority and the Department; b) General Liability Insurance--a general liability insurance policy with limits of not less than \$1,000,000 per accident or occurrence for personal injury and \$1,000,000 per accident or occurrence for injury to property. The general liability insurance policy shall name the Borrower as the named insured and Authority and the Department as additional insureds and certificate holders.

5.04 HAZARDOUS MATERIALS: The Borrower shall deliver an indemnity agreement which shall hold the Authority and the Department and any future assignees of the Loans harmless in the event of the presence or future existence of hazardous substances on or beneath the Property or within the groundwater below. If requested by the Department, an environmental inspection report must be submitted to the Department, prepared by an environmental specialist approved by the Department, stating that no adverse environmental conditions exist on or in the real estate that is the subject of this Project or any other loan security. In the event that there is a suggestion of any environmental problem on, at or adjacent to the Project or any other loan security, either prior to or after the loan closing, the Department may, at its option, require evidence of the nature of the problem and may, at its option, require remediation, all at the Borrower's expense. Should the Project or any other loan security contain toxic or hazardous material of any quantity unacceptable to the Department, the Department reserves the right, at its sole discretion, to void this Statement and the Contract Award.

5.05 CURRENT SURVEY: If requested by the Department, the Borrower agrees to obtain a survey of the Property by a certified surveyor acceptable to the Department. The survey should delineate all easements and right of ways affecting the ingress and egress to the Property.

5.06 APPRAISAL: A final appraisal must be provided.

5.07 COMMITMENT OF OTHER FUNDING: Prior to closing, an estoppel letter from Georgia First Bank should be submitted stating that the bank's first lien permanent conventional loan will not exceed \$425,000. The Department must approve in writing any changes to the total project costs. All interim financing must be arranged by the Borrower and the Borrower agrees to pay all cost overruns.

5.08 LIFE INSURANCE: N/A

5.09 FLOOD INSURANCE: This Statement and the Contract Award are subject to full compliance with the Flood Disaster Protection Act at the expense of the Borrower.

5.10 OTHER CONDITIONS: The DD RLF loan is contingent upon satisfactory environmental walk-through of the subject property by DCA or its representative. Prior to closing, the Authority and/or Borrower must provide: 1) evidence of the project's general compliance with Secretary of Interior Standards (such as external photos of completed construction), and 2) evidence of \$85,000 equity injection. Any notice of default or deficiency to "Borrower" shall include notification to Franchisor JEFFERSON'S FRANCHISE SYSTEMS, LLC, 1405 Wakarusa Drive, Suite B, Lawrence, Kansas 66049.

6. MISCELLANEOUS TERMS AND CONDITIONS:

6.01 DOCUMENTATION OF PROJECT COSTS AND EVIDENCE OF BORROWER CONTRIBUTION: A final Source and Use statement for the Project, a copy of the executed closing statement for the project building, and evidence of total project costs shall be provided by the Borrower and shall be in a form satisfactory to the Department.

6.02 DISBURSEMENT OF LOAN PROCEEDS: The loan funds are for permanent financing for a portion of the renovation costs of the Property. Funds shall be disbursed at closing upon completion of the Project. DD RLF loan funds will pay off a portion of any interim financing that the Borrower obtained to undertake the Project.

6.03 CHANGE IN OWNERSHIP: There shall be no change in current ownership of the Borrower without prior written approval of the Department.

6.04 DUE-ON-SALE CLAUSE: The documents evidencing the Loans will provide that, in the event the Borrower transfers any of its ownership in the Property, or if the Property becomes subject to any voluntary or involuntary lien or encumbrance other than those permitted by the Department, the Department shall, at its sole discretion, have the right to declare a default on the Loans.

6.05 CHANGE IN MANAGEMENT: There shall be no change in management of the Borrower without prior written approval of the Department

6.06 WARRANTIES AND REPRESENTATIONS: The Borrower reaffirms that representations made and information submitted by the Borrower to the Authority and the Department were true, accurate and complete as of the date made. At the time of the closing hereunder, there shall have been no adverse change in the financial condition of the Borrower or guarantors, personal assets or status of employment of the principals of the Borrower, since representations relating thereto were given by the Borrower to the Authority and the Department. Except as may have been disclosed to the Authority and the Department in writing prior to the date hereof, there are no actions, suits or proceedings (whether or not purportedly on behalf of the Borrower) pending or threatened against the Borrower, principals of the Borrower or guarantors or threatened against or affecting any of the properties or assets of the Borrower, at law or in equity, before or by any court or any federal, state, municipal or other government department, commission,

board, bureau, agency or other instrumentality, domestic or foreign. The Borrower is not in default with respect to any final judgment, writ, injunction, decree, rule or regulation of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

6.07 NON-ASSIGNABILITY: The Contract Award, the Loans or the collateral securing same are not assumable or assignable to any other party without the prior written consent of the Department.

6.08 SURVIVAL: The terms and conditions set out in this Statement shall be construed where possible to apply to the continuing relationship of the Borrower, the Authority, and the Department and to supplement the various documents to be executed at closing, and to that extent terms and conditions herein shall survive closing.

7. **MODIFICATIONS:** No terms of this Statement may be modified except in writing. The Department must approve any such modifications in writing.

8. **APPLICABLE LAW:** The loan agreements, notes, and security documents used to carry out this Project shall be interpreted, construed, enforced and governed by the laws of the State of Georgia.

CERTIFICATION

I certify that I am authorized by the Downtown Development Authority of Eastman, Georgia, to accept these conditions:

Officer:

Type Name: Wynnen Pittman

Type Title: Chair

[Signature]
Signature / Date 03/10/2026

Attest:

Type Name: Sue Peacock

Type Title: Secretary

[Signature]
Signature / Date (Authority seal)
03/10/2026



DEVELOPMENT AUTHORITY OF

RESOLUTION

AUTHORIZING THE RECEIPT OF A LOAN FROM THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS (DEPARTMENT) UNDER THE DOWNTOWN DEVELOPMENT REVOLVING LOAN FUND PROGRAM; AUTHORIZING THE LENDING OF SUCH FUNDS TO _____ FOR THE PURCHASE AND RENOVATION OF _____, IN THE CITY OF _____, IN _____ COUNTY, GEORGIA, FOR USE AS A _____ FACILITY; AUTHORIZING THE EXECUTION OF A PROMISSORY NOTE IN FAVOR OF THE DEPARTMENT, TO DOCUMENT THE AUTHORITY'S RECEIPT OF FUNDS FROM THE DEPARTMENT IN ORDER TO FUND THE LOAN TO THE _____; AUTHORIZING THE SECRETARY TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS NECESSARY TO CLOSE THE TRANSACTION; AUTHORIZING THE OFFICERS AND AGENTS OF THE AUTHORITY TO TAKE ANY AND ALL ACTION CONSISTENT WITH THESE RESOLUTIONS; REPEALING CONFLICTING RESOLUTIONS; AND FOR OTHER PURPOSES.

WHEREAS, the Development Authority of _____ (the "Authority") is a development authority formed pursuant to the Georgia _____ Law, O.C.G.A. §§ _____ to _____, and a Resolution of the _____, dated _____.

WHEREAS, pursuant to Code Section _____, the Authority has all of the powers necessary or convenient to carry out and effectuate the purposes of the Georgia _____ Law;

WHEREAS, pursuant to Code Section _____, the purpose of the Georgia _____ Law is to develop and promote trade, commerce, industry and employment opportunities for the public good and the general welfare of the State;

WHEREAS, _____ own and operate _____, a Georgia Business Corporation ("the Borrower"), which conducts a _____ business in the City of _____, which is located in _____ County, Georgia;

WHEREAS, the Borrower desires to *start-up/expand* this operation by purchasing and renovating certain real property and improvements located at _____, in the City of _____ (the "Property");

WHEREAS, in order to finance the acquisition and renovation of the Property, the Borrower has obtained approval for a Downtown Development Revolving Loan Fund Loan from the Department;

WHEREAS, pursuant to the Downtown Development Revolving Loan Fund ("DD RLF") program, the Department makes a loan to an authority, which in turn utilizes these funds to make a loan to an industry or business;

WHEREAS, the Department has approved a DD RLF loan to the Borrower for the acquisition and renovation of the Property, which loan has been given a project number of _____;

WHEREAS, the Department has requested that the Authority act as a recipient of the DD RLF loan funds, and in turn lend such funds to the Borrower;

WHEREAS, the Authority has determined that the Borrower's acquisition and renovation of the Property will promote trade, commerce, industry and employment opportunities for the public good in the City of _____.

WHEREAS, because the _____ are purchasing the Property from _____, N.A., the _____ excused himself from discussion of this matter, and did not vote on these resolutions;

NOW, THEREFORE, IT IS HERBY RESOLVED BY THE DOWNTOWN DEVELOPMENT AUTHORITY OF _____ as follows:

1. **Authorization to Obtain Loan from Department.** The Authority is hereby authorized to obtain from the Department a loan in the original principal amount of \$ _____ .00, pursuant to that certain Statement of Contract Award from the Department to the Development Authority of _____, dated _____, 20____, issued in connection with Project No. _____ (the "Statement").

2. **Authorization to Make Loan to the Borrower.** Pursuant to the Statement, the Authority is hereby authorized to loan to _____, on such terms and conditions as the Authority may be advised by the Department, the principal sum of \$ _____ .00, to be utilized for the acquisition and renovation of the Property. The Authority is also authorized, with the approval of the Department, to make any subsequent amendments to the loan or loan documents that may be needed to maintain or modify the terms of the loan as needed.

3. **Execution of Documents.** _____, *Chair/Secretary/Board Member* of the Authority, or any member of the Authority, is hereby authorized to execute any and all promissory notes, instruments, closing statements and documents necessary or appropriate to close any and all transactions authorized by this Resolution, including any subsequent amendments that may be necessary to effectuate the transaction as approved by the Department.

4. **Ratification.** Any and all actions previously or subsequently taken by the officers or agents of the Authority consistent with the foregoing Resolutions are hereby approved, ratified and confirmed in all respects.

5. **Repeal of Conflicting Resolutions.** Any and all resolutions or parts thereof which conflict with or are inconsistent with this Resolution are hereby repealed.

SO RESOLVED, this ____th day of _____, 20____.

DEVELOPMENT AUTHORITY OF

By: _____, Secretary

(SEAL)

Sample Resolution

WHEREAS, the Georgia Department of Community Affairs' Downtown Development Revolving Loan Fund (DDRLF) Program is designed to assist cities, counties and development authorities in their efforts to revitalize and enhance downtown areas by providing below-market rate financing to fund capital projects in core historic downtown areas;

WHEREAS, [Borrowers] plan to [acquire/renovate/construct, etc.] certain real property and improvements located [address of project] in downtown _____.

WHEREAS, upon completion of the project the renovated property will serve as [purpose of project: e.g., restaurant, book store, mixed-use project with retail and residential units, etc.]

WHEREAS, the City has determined that the project will promote downtown development for the public good in the City; and

WHEREAS, in order to help [Borrowers] finance the project, the Downtown Development Authority of _____ will apply for a Downtown Development Revolving Loan Fund Loan from the Department of Community Affairs ("DCA"); and

WHEREAS, DCA requires evidence of municipal support for all projects that are the subject of a DD RLF application submitted by a downtown development authority.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF _____, GEORGIA as follows:

That the City of _____ endorses the submission of the DD RLF application by the Downtown Development Authority of _____ for the downtown project at [address] on behalf of [Borrowers] and agrees to support the development of the project.

SO RESOLVED, this _____ day of _____, 20__.

THE CITY OF _____

By: _____

Printed Name:

Title: Mayor

Attest: _____

Printed Name:

Title: City Clerk

[Affix Seal Here]

DD RLF Loan Sub-Borrower Acknowledgements

For Loan #26dd-nr-045-10658 – SPS Oglethorpe LLC

Please initial beside each of the numbers below, indicating your understanding and acknowledgement of each item and sign at the bottom.

____ 1. As the DDRLF loan will not close until project work is completed, I understand DCA expects the sub-borrower will request a temporary construction loan from the bank to fund project work through completion. At the time of the DD RLF loan closing, DDRLF funds will be dispersed to the bank to pay down a portion of the temporary construction loan.

____ 2. I understand any exterior alteration work completed with DD RLF loan funding shall adhere to the *Secretary of the Interior's Standards of Rehabilitation* (<https://www.nps.gov/orgs/1739/upload/treatment-guidelines-2017-part1-preservation-rehabilitation.pdf>). If you have any questions about these standards or whether the renovation work you are contemplating complies with these standards, please contact Sally Mrus at DCA.

____ 3. If, during the construction phase of the project, work runs over budget and there is a need for increased bank financing, I understand I shall inform DCA. The DD RLF loan approval was based on the following defined Source and Use deal structure. Any increase in the bank financing or decrease in equity requirements can result in eroded collateral for DCA and jeopardize your loan award.

<u>Source</u>	<u>Amount</u>		<u>Use</u>	<u>Amount</u>
Georgia First Bank	\$ 425,000	50.00%	Acquisition/Rehab	\$ 425,000
DD RLF	\$ 250,000	29.41%	Rehab/Renovation	\$ 250,000
GCF	\$ 90,000	10.59%	FF & E	\$ 90,000
Owner Equity	\$ 85,000	10.00%	Working Capital	\$ 85,000
Total	\$ 850,000	100.00%		\$ 850,000

____ 4. I understand and have informed Georgia First Bank that at the DD RLF loan closing, the bank must execute an estoppel letter stating the bank's first lien permanent loan secured by the property located at 116-118 East Main Street in Eastman, Georgia, will not exceed \$425,000.

____ 5. I understand work should be completed, and the loan closed within one year of the award of the DD RLF loan (by February 23, 2027). If project work is not progressing on schedule, I understand I should discuss with Sally Mrus at DCA.

____ 6. I understand the DD RLF loan will not close until a Certificate of Occupancy has been issued for the entire building. In addition, if the project property is in a locally designated historic district under the purview of a local Historic Preservation Commission, a Certificate of Appropriateness (COA) shall be submitted to DCA approving all exterior renovations.

____7. I understand once project work is complete and a Certificate of Occupancy has been issued, I will need to provide DCA with documentation of total project costs and a revised Source and Use. Documentation should consist of invoices, as well as copies of the cancelled checks that paid the invoices. If you received interim financing from the bank, you may send a printout of the drawdowns for the project. Since DCA's loan award amount was calculated on the total project cost estimates that were included with your original loan application, DCA cannot move forward with a loan closing until adequate documentation of total projects costs has been provided.

____8. I understand my loan approval is contingent upon an appraisal being completed at the end of the project to determine the value of the property after renovation work is finalized. A final appraisal must be provided.

____9. I understand if I have any question regarding my DD RLF loan, I should contact Sally Mrus at 404-982-3400 or sally.mrus@dca.ga.gov.

I understand each of the statements above and have indicated understanding by initialing each and signing below.

SIGNATURE

DATE

TITLE

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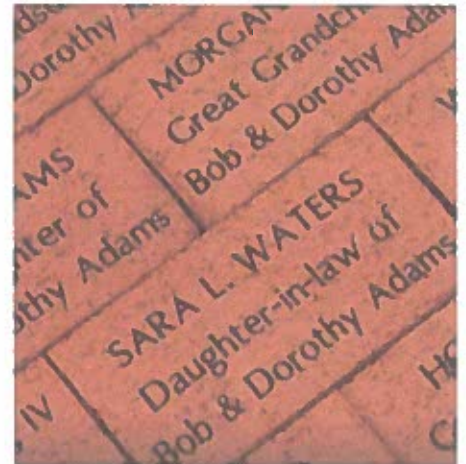
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SOMEONE (S)*

Southeast Landscapes Inc.
1101 Old Bethel Road
Chester, Ga 31012 US
southeastlandscapesinc@hotmail.com

Estimate

ADDRESS

Leave It Better Dodge Project

ESTIMATE # 1425

DATE 03/02/2026

ACTIVITY	QTY	RATE	AMOUNT
Paver installation 4 ft walk from mural to mural	500	20.00	10,000.00 ✓
Paver installation Patio behind ramp 18x 20 Does not include pavers	360	20.00	7,200.00
Paver installation From initial patio to peacock building 18x35	630	20.00	12,600.00 ✓
Paver installation From 4th Avenue walkway to first mural 4 ft x 125 ft	500	20.00	10,000.00
Paver installation From 3rd Avenue to park 100 ft x 4 ft	400	20.00	8,000.00

SUBTOTAL 47,800.00
TAX 0.00
TOTAL **\$47,800.00**

20
47,800.00

Accepted By

Accepted Date

