

A G E N D A

City Council Meeting

Monday, September 16, 2019 – 6:00 p.m.

➤ **OPENING**

- **Call to Order**
- **Invocation by Pastor Ashley Randall Garden City United Methodist Church**
- **Pledge of Allegiance**
- **Roll Call**
- **Presentation recognizing the retirement of Garden City Police Sgt. Michael Epley**

➤ **RECEIVE INFORMAL PUBLIC COMMENT**

Informal Public Comment – Speaker Protocol

The City of Garden City believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Informal Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. Informal Public Comments are scheduled for a total of fifteen (15) minutes and each person will be limited to three (3) minutes. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. Speakers not heard during the limited fifteen (15) minute period will be first to present their comments at the next Council meeting. The opportunity to address City Council on a topic of his/her choice shall be used by an individual only one (1) time per month. It may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. If a member of the general public would like to address the City Council during the Informal Public Comment portion of the meeting, please respectfully indicate your desire to address the City Council when the Mayor solicits members of the general public to come forward and speak. You will be recognized by the Mayor and asked to come forward to the podium so that you can address the City Council in accordance with the rules outlined herein. Once the speaker has been recognized to speak, he/she will be given three (3) minutes to address the City Council. The speaker should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Informal Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Garden City, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agendized matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

➤ RECEIVE FORMAL PUBLIC COMMENT

Formal Public Comment – City Council Agenda Protocol

The City of Garden City has identified this portion of the meeting to allow individuals an opportunity to formally address the City Council on issues of importance. Garden City requires that individuals who desire to formally address the City Council submit a written request form outlining the subject matter that they intend to discuss so that they can be placed on the meeting agenda. Members of the public desiring to be placed on the agenda to present or address matters to the City Council must submit a formal **“REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA”** form to the Office of the City Manager at least 10 days prior to the requested City Council meeting date that you wish to speak. City Council meetings are held on the first and third Monday of each month so the request must be submitted no later than 5:00 pm on the Friday which constitutes 10 days prior. The request can be done in person, regular mail, fax or e-mail and the speaker should obtain acknowledgement of the request from the City to demonstrate that the 10 day requirement has been met. The request form may be obtained from the Office of the City Manager and on the City’s website www.gardencity-ga.gov. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Manager, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the completion of a request form does not entitle the speaker to be added to the agenda.

➤ CONDUCT PUBLIC HEARINGS

Speaking to a Public Hearing Item Protocol

In the interests of time and to ensure fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record.

Speakers addressing City Council on a public hearing item should coordinate comments to respect City Council’s time limits. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

***PROCEDURES FOR CONDUCTING PUBLIC HEARINGS ON PROPOSED ZONING DECISIONS BEFORE
GARDEN CITY'S MAYOR AND COUNCIL AND STANDARDS GOVERNING THE EXERCISE OF
CITY COUNCIL'S ZONING POWER***

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

All public hearings conducted by the Mayor and Council on Garden City, Georgia, on proposed zoning decisions shall be conducted as follows:

- (1) All public hearings by the Mayor and Council on zoning amendments shall be chaired by the Mayor.
- (2) The Mayor shall open the hearing by stating the specific zoning amendment being considered at the public hearing and further stating that printed copies of the adopted standards governing the exercise of the Mayor and Council's zoning power and the procedures governing the hearing are available to the public.
- (3) The Director of the City's Planning and Zoning Department shall advise the Mayor and Council of the recommendation of the Planning Commission when applicable.
- (4) The Mayor shall determine the number of attendees who desire to testify or present evidence at the hearing.
- (5) When there is a large number of individuals wishing to testify at a hearing, the Mayor may invoke time limits on individual speakers. In such cases, these time limits shall apply to all speakers. Proponents, including the petitioner or the petitioner's agent requesting the zoning decision, shall have no less than ten (10) minutes for the presentation of data, evidence, and expert opinions; opponents of the proposed decision shall have an equal minimum period of time. The Mayor may grant additional time; provided, however, an equal period of time shall be granted both sides.
- (6) The petitioner requesting such zoning decision, or the applicant's agent, shall be recognized first and shall be permitted to present and explain the request for the zoning decision. Thereafter, all individuals who so desire shall be permitted to speak in favor of the zoning decision.
- (7) After all individuals have had an opportunity to speak in accordance with subparagraph (6) above, those individuals present at the public hearing who wish to speak in opposition to the requested zoning decision shall have an opportunity to speak.
- (8) The Mayor may limit repetitious comments in the interest of time and may call for a show of hands of those persons present in favor of or opposed to the proposed decision.
- (9) It shall be the duty of the Mayor to maintain decorum and to assure the public hearing on the proposed decision is conducted in a fair and orderly manner.
- (10) Once all parties have concluded their testimony, the Mayor shall adjourn the public hearing.

Standards Governing the Exercise of The Zoning Powers of Garden City's Mayor and Council:

Prior to making a zoning amendment, the Mayor and Council shall evaluate the merits of a proposed amendment according to the following criteria:

- (1) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (2) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (3) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise, and traffic hazards?
- (4) Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?
- (5) Is there an imminent need for the rezoning and is the property likely to be used for the use requested?
- (6) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?

➤ **Approval of City Council Minutes**

- Consideration of City Council Minutes (8/19/19) and Workshop Synopsis (8/26/19)

➤ **Staff Reports**

- Receive Monthly Departmental Report from Director of Human Resources
- Receive Monthly Departmental Report from Director of Information Technology
- Receive Monthly Departmental Report from Director of Parks & Recreation
- Receive Monthly Departmental Report from Director of Planning
- Receive Monthly Departmental Report from Director of Public Works
- Receive Monthly Departmental Report from Chief of Police
- Receive Monthly Departmental Report from Fire Chief

➤ **City Manager's Updates & Announcements**

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance, Zoning Ordinance Text Amendment:** First reading of an ordinance to amend the zoning ordinance of Garden City for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical, and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals.
- **Ordinance, Charter Amendment:** First reading of an ordinance to amend Article IV, Section 4.11, of the Charter of Garden City, Georgia, to create and define the office of Chief Municipal Court Judge and Associate Municipal Court Judge; to provide for service agreements and maximum terms of office for the Municipal Court Judges and Judges Pro-tem.
- **Resolution, Chain Field Lease Agreement:** A resolution to enter lease with CG Baseball, LLC, for use of Diamond No. 6 at Bazemore Ball Park.
- **Resolution, Old Dean Forest Road Right-of-Way Acquisition:** A resolution authorizing the City of Garden City to purchase a 0.023 acre portion of the Old Dean Forest Road right-of-way owned by Dean Forest Partners, LP, in proximity to the intersection of Dean Forest Road and Prosperity Drive, which is needed to permit a future traffic signal at said intersection through the Georgia Department of Transportation; and to authorize the City Manager to execute the sales contract on behalf of the City.
- **Resolution, Clearwater Solutions Contract Amendment:** A resolution authorizing the City of Garden City to amend its service contract with Clearwater Solutions, LLC, to include the provision of development services by qualified personnel and to authorize the City Manager to execute the services contract amendment for such services.

- **Resolution, Police Vehicle Replacement:** A resolution to authorize the Chief of Police to solicit bids for the purchase of a patrol vehicle to replace one of the three patrol cars which have recently been taken out of service; and to authorize the City Manager to sign a purchase contract for such a vehicle.

➤ **ADJOURN**

MINUTES
City Council Meeting
Monday, August 19, 2019 – 6:00 p.m.

Call to Order: Mayor Bethune called the meeting to order at 6:00 p.m.

Opening: Councilmember Campbell gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call:

Members: Mayor Bethune presided. Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Marcia Daniel, Councilmember Ruiz and Councilmember Tice.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Clerk of Council; Pam Franklin, HR Director; Ben Brengman, IT Director; Cliff Ducey, Recreation Director; Ron Alexander, Planning Director; Benny Gooze, Public Works Director; Gilbert Ballard, Chief of Police; Corbin Medeiros, Fire Chief; Jackie Jackson, Special Projects Coordinator; Scott Robider, Code Enforcement Supervisor; and Chris Snider, IT Technician.

Presentation: Chief Ballard and Mayor Bethune recognized Police Officer Anthony Desarden as the Officer of the 3rd Quarter for the Garden City Police Department.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience.

Mr. Jason Buelterman, Candidate for Chatham County Commission Chair gave his qualifications and asked for City Council's support in the 2020 election.

Ms. Ardis Wood with Scenic Chatham an affiliate of Scenic America addressed City Council on the organization's goal to preserve and enhance Chatham County's visual environment.

There being no further questions or comments from the audience Mayor Bethune closed the informal public comment portion of the meeting.

Public Hearing:

PC1923, Zoning Ordinance Text Amendment: Mayor Bethune opened public hearing to receive public comment on an ordinance to amend the zoning ordinance of Garden City for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical, and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals.

Planning Director provided an overview of the zoning ordinance text amendment. He said the Planning Commission recommends approval of the zoning ordinance text amendment.

There being no questions or comments from the audience or City Council, Mayor Bethune closed the public hearing.

City Council Minutes: Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to approve the city council minutes dated 7/15/19, workshop synopsis dated 7/22/19, and workshop synopsis dated 8/12/19.

Staff Reports:

HR Director presented the Human Resources Department's report for the month of July.
IT Director presented the Information Technology Department's report for the month of July.
Recreation Director presented the Parks & Recreation Department's report for the month of July.
Planning Director presented the Planning Department's report for the month of July.
Public Works Director presented the Public Works Department's report for the month of July.
Chief of Police presented the Police Department's report for the month of July.
Fire Chief presented the Fire Department's report for the month of July.

City Manager's Updates & Announcements: City Manager said I have no updates or announcements at this time.

Items for Consideration:

Resolution, CVB Southern Roots & Music Fest: Clerk of Council read the heading of a resolution by the Mayor and Council to qualify the Southern Roots & Music Fest for the exception under Garden City Code Section 6-4(c) to the prohibition of possessing alcoholic beverages on City property, and for the exception under the Official Code of Georgia Annotated to the prohibition of firework displays on public properties.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, GCFD AEDs Proposal: Clerk of Council read the heading of a resolution by the Mayor and Council to accept the proposal of Forever Young AEDS to sell to the City four (4) AEDS and four (4) pediatric pads for a total price of \$6,080.00, and to authorize the City Manager to sign the purchase contract for the AEDS.

Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to adopt the resolution.

Resolution, 2020-2025 SPLOST VII Cycle Intergovernmental Agreement: Clerk of Council read the heading of a resolution by the Mayor and Council to accept the intergovernmental agreement proposed by Chatham County for the extension of SPLOST for six years, starting in 2020.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Resolution, 2020 Census Chatham County Complete Count Committee: Clerk of Council read the heading of a resolution by the Mayor and Council in support of the 2020 U.S. Census Community Action Plan of Chatham County and to participate in the plan implementation at a cost to the City of \$2,313.50.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Federal Aviation Administration Lease Renewal: Clerk of Council read the heading of a resolution to renew the lease between the Federal Aviation Administration and Garden City, Georgia, for a 400-square foot parcel on Big Hill Road in Garden City for use as a tower site to operate a Low Level Windshear Alert System.

Upon motion by Councilmember Campbell, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Resolution, GCPD Records Management System Agreement: Clerk of Council read the heading of a resolution authorizing the City of Garden City to authorize a license agreement with Synergistic Software, Inc., (SSI) to purchase public safety software for the Garden City Police Department.

Upon motion by Councilmember Daniel, seconded by Councilmember Kicklighter, City Council voted unanimously to adopt the resolution.

Resolution, Herty Advanced Materials Development Center Sewer Agreement: Clerk of Council read the heading of a resolution to authorize the City Manager to execute, on the behalf of the City, an agreement with Herty Advanced Materials Development Center (AMDC) setting forth the terms and conditions for the City's receipt, treatment, and disposal of Herty AMDC's pre-treated waste materials.

Upon motion by Councilmember Tice, seconded by Councilmember Ruiz, City Council voted unanimously to adopt the resolution.

Resolution, City Hall A/C Unit Replacement Bid Award: Clerk of Council read the heading of a resolution to accept the low bid of Coastal Air Technologies, Inc., for the purchase and installation of an air handler unit to replace the City's current inoperable unit located at City Hall for the price of \$72,450.00; and to authorize the City Manager to execute the purchase contract.

Upon motion by Councilmember Kicklighter, seconded by Councilmember Campbell, City Council voted unanimously to adopt the resolution.

Resolution, Isolation Valve Installation Bid Award: Clerk of Council read the heading of a resolution to authorize the City Manager to execute, on the behalf of the City, a contract with D&R Utility Construction for the purchase and installation of three (3) specialized 6-inch "Inserta Valves" and (1) specialized 10-inch "Inserta Valve for the price of \$24,980.40, with the provision set forth therein to address any legitimate change orders or work plan modifications which may arise due to unforeseen/unanticipated field conditions.

Upon motion by Councilmember Ruiz, seconded by Councilmember Daniel, City Council voted unanimously to adopt the resolution.

Resolution, Water Pollution Control Plant Headworks Improvements: Clerk of Council read the heading of a resolution authorizing the City to engage the services of Brennan Jones Engineering Associates for the provisions of engineering services in connection with the replacing of the existing drum screen headworks equipment at the City's Water Pollution Control Plant; and to authorize the City Manager to execute a work order for such services.

Upon motion by Councilmember Campbell, seconded by Councilmember Cody, City Council voted unanimously to adopt the resolution.

Resolution, Third Street/Highway 80 Pump Station Upgrade: Clerk of Council read the heading of a resolution authorizing the City to engage the services of Brennan Jones Engineering Associates for the provision of engineering services in connection with the upgrade of the City's Third Street/Highway 80 pump station equipment; and to authorize the City Manager to execute a work order for such services.

Upon motion by Councilmember Campbell, seconded by Councilmember Tice, City Council voted unanimously to adopt the resolution.

Adjournment: Upon motion by Councilmember Campbell, seconded by Councilmember Ruiz, City Council unanimously adjourned the meeting at 6:48 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 9/16/19

SYNOPSIS
City Council Workshop
Monday, August 26, 2019 – 5:30 p.m.

Call to Order: Mayor Bethune called the workshop to order at 5:30 p.m. and gave the invocation.

Attendees

Members: Mayor Bethune presided. City Council Members: Mayor Pro-tem Bessie Kicklighter, Councilmember Bruce Campbell, Councilmember Rosetta Cody, Councilmember Debbie Ruiz and Councilmember Kim Tice. *Absent:* Councilmember Marcia Daniel.

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Cliff Ducey, Parks/Recreation Director; Ben Brengman, IT Director; Gil Ballard, Chief of Police; Ron Alexander, Planning Director; Jackie Jackson, Special Projects Coordinator; and Scot Robider, Code Enforcement Supervisor.

Visitors: Residents from the Rossignol Hill Community

Mayor Bethune said I would like for the Mayor's Updates to be moved to last on the agenda, because I have seven items to bring up.

Chain Field Lease Agreement: Recreation Director said CG Baseball is interested in leasing field #6 for a three year term. The annual lease fee would be \$3,600. Based upon City Council's approval of the lease agreement at the September 16th council meeting, CG Baseball would like to start leasing the field as early as October 1st.

After a brief discussion, City Council recommended staff move forward with placing the agreement on the September 16th council agenda for formal consideration.

Dig Once Policy: IT Director said this policy is in regards to the excavation in or adjacent to a County or City right-of-way for the installation of or upgrade telecommunications cable, conduit or other infrastructure. This policy has already been implemented by our planning and zoning department. Chatham County has requested that the City officially adopt this policy by resolution.

After a brief discussion, City Council recommended staff move forward with placing the policy on the September 16th council agenda for formal consideration.

Ordinance – Charter Amendment - Agreements / Terms for Municipal Court Judges and Judges Pro-tem: City Attorney said the charter amendment amends Article IV, Section 4.11, of the City's Charter to change the maximum service term limit to one year instead of two years and to create the offices of Chief Municipal Court Judge and, Associate Municipal Court Judge amongst whom the duties and responsibilities of the current Municipal Court Judge shall be apportioned. The new law requires service agreements to be entered into between the City and the Judges.

Chief of Police said our case load is becoming too large for one Judge to handle. This will help to improve the flow our court system.

After a brief discussion, City Council recommended staff move forward with placing the charter amendment ordinance on the September 16th council agenda for formal consideration.

CWS Contract Amendment for Building Inspector Services: City Manager said Ron is currently having to handle all of the inspections due to our current building inspector being on medical leave. To help bridge the gap, staff is recommending amending our current service agreement with Clearwater Solutions to provide development services performed by a certified ICC Building Inspector.

After a brief discussion, City Council recommended staff move forward with placing the contract amendment on the September 16th council agenda for formal consideration.

Revenue & Expenditures Report as of July 31, 2019: Finance Director presented the report. There being no questions or comments, City Council accepted the report as presented. Councilmember Kicklighter said I would like to thank staff for their good management of the City's funds.

City Manager's Updates: City Manager said the GEFA loan application to secure funding for the Prosperity Drive Water Service Project will be submitted to GEFA at the end of this week. Our loan application will go before the GEFA Board for consideration in November. Jim and I are working on a memorandum of understanding detailing the developer's responsibilities and obligations. The developer is willing to pay the debt service and fix the road. This project will allow us to expand our current water service. A traffic signal will be installed at Prosperity Drive.

Special Projects Coordinator said I'm working on a letter of support for Habitat of Humanity that will detail what services we provide (i.e. waiver of fees, etc.) to assist them in getting funding for more affordable housing. Mayor Bethune said they are getting ready to do a builders blitz.

Special Projects Coordinator gave a brief report on the CVB Southern Roots & Music Fest event held on Saturday, August 24th. She said we had a very good turnout for the event and everyone had a good time. She said the Grainger family was a key sponsor of the event. She said I have already heard from other companies who are interested in sponsoring next year's event.

Mayor's Updates: Mayor Bethune said City of Savannah will be hosting the Chatham Municipal Association Meeting on September 4th.

Mayor Bethune said the County Tax Commissioner may not be doing the City's property tax right. He provided a copy of a tax bill to the City Attorney asked him to check into why the property listed on the tax bill was not paying city property taxes.

Mayor Bethune said the meeting we had Thursday night about the trains went well.

Mayor Bethune asked if the Public Works Director put in the FY20 budget for a new street sweeper. Finance Director said the Public Works did not submit a FY20 budget request for a new sweeper.

Mayor Bethune said the streets in the Oaks Subdivision are getting worse. I feel the issue started nine years ago when the former City Manager and Zoning/Building Director allowed building permits to be issued before the City accepted the streets. He said I read our ordinance and it's my understanding that we have to accept the streets before we can fix them.

City Attorney said some subdivisions have private streets. You can issue building permits without having accepted the streets. City Attorney said I'll go back and look at the ordinance. Mayor Bethune said I want to know what we can do about getting the streets repaved. City Manager said I'll talk with the City Attorney about the streets after he has had a chance to look at the ordinance.

Councilmember Cody said these residents they have asked to speak to Council about their concerns of a rooming house in the neighborhood. City Manager said we are aware of the issue and our Code Enforcement Supervisor talked with the owner of the home as well as the residents last Thursday evening.

A resident said I live next door to the home and they have no trash cans. Their trash is stacked up and I'm concerned about rodents. She said there is a lot of cars parked there on the weekend. This is supposed to be a single family residence, but several adults living there.

City Manager said we are aware of the trash issue and carts have been ordered.

Code Enforcement Supervisor said I observed a mother, father, and three kids living in the house, and a brother of one of the parents is staying in a backroom of the house. The house is set up like a regular house with one kitchen.

A resident said I have seen three adult women living there. They drive the Honda Pilot car. There is a black truck parked in the vacant lot. Code Enforcement Supervisor said the homeowner does not own the vacant lot.

City Manager said the Code Enforcement Supervisor will revisit this. The trash issue will be fixed this week. We will continue working on this.

A resident said I believe they have violated the zoning, because it is supposed be a single family dwelling and its multi-family. They have knocked down my mailbox three times and something needs to be done.

Mayor Bethune said you all have our attention and we will do what we can within the law to address the issues.

Adjournment: There being no further items, City Council unanimously adjourned the workshop at 6:19 p.m.

Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 9/16/19

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE:** September 16, 2019

SUBJECT: Human Resources Department Report for August 2019

Report in Brief

Attached is the Human Resources Department's Month End Report.

Prepared by: Pam Franklin

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

Attachment(s)

Human Resources Department / Month End Report

Recruitment/Positions filled

The City continues ongoing recruitment for Police Officer and/or Police Officer Recruit and Part-time Firefighters.

New Hires

The City welcomes Firefighter Daniel Shelley.

Employment Terminations

No employment terminations during the month of August.

City Employment

The City's full-time employee count is 106.

The chart below illustrates the percentage distribution by department of full-time employees with actual employee count by department to the right of each department.

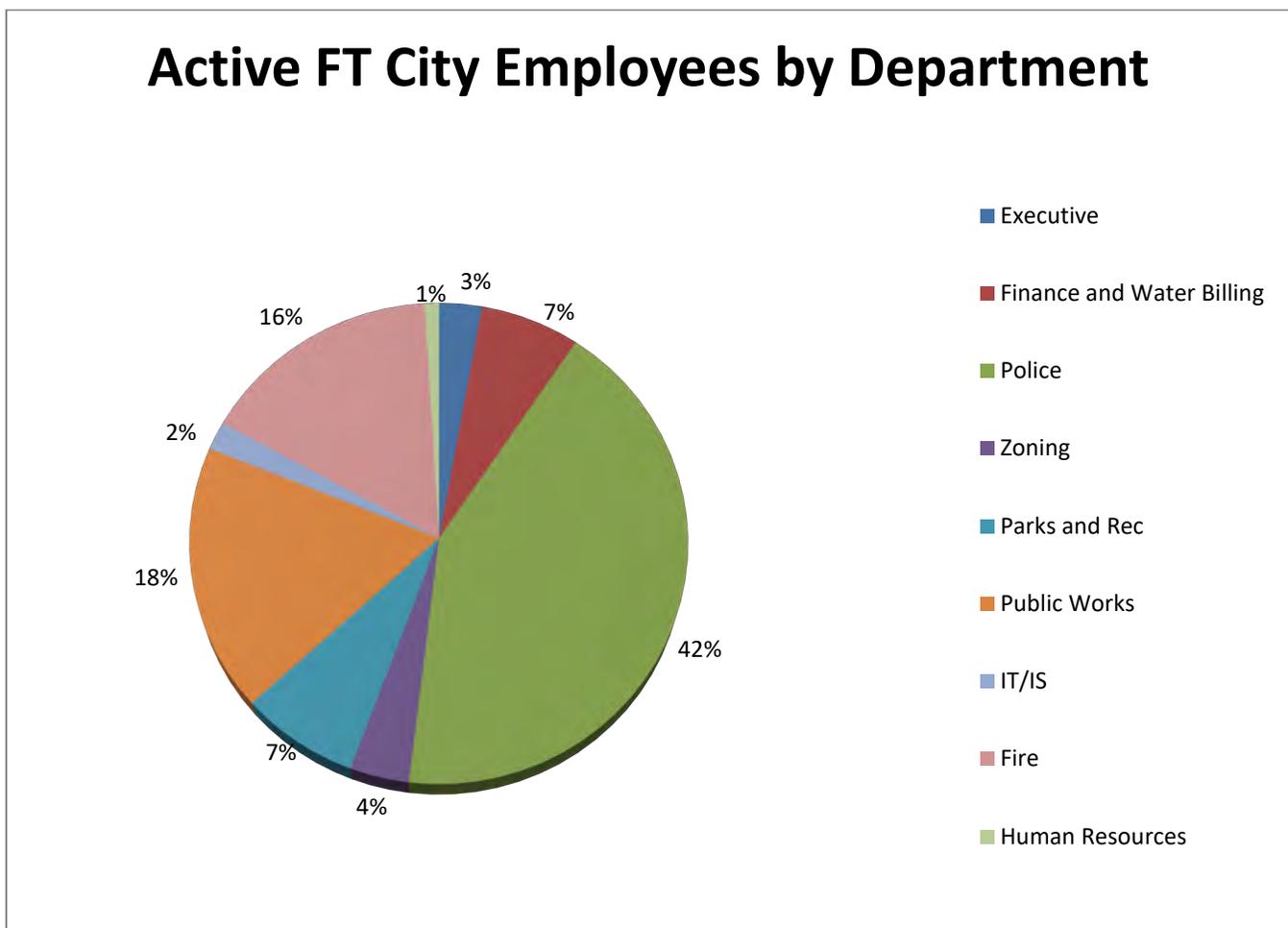


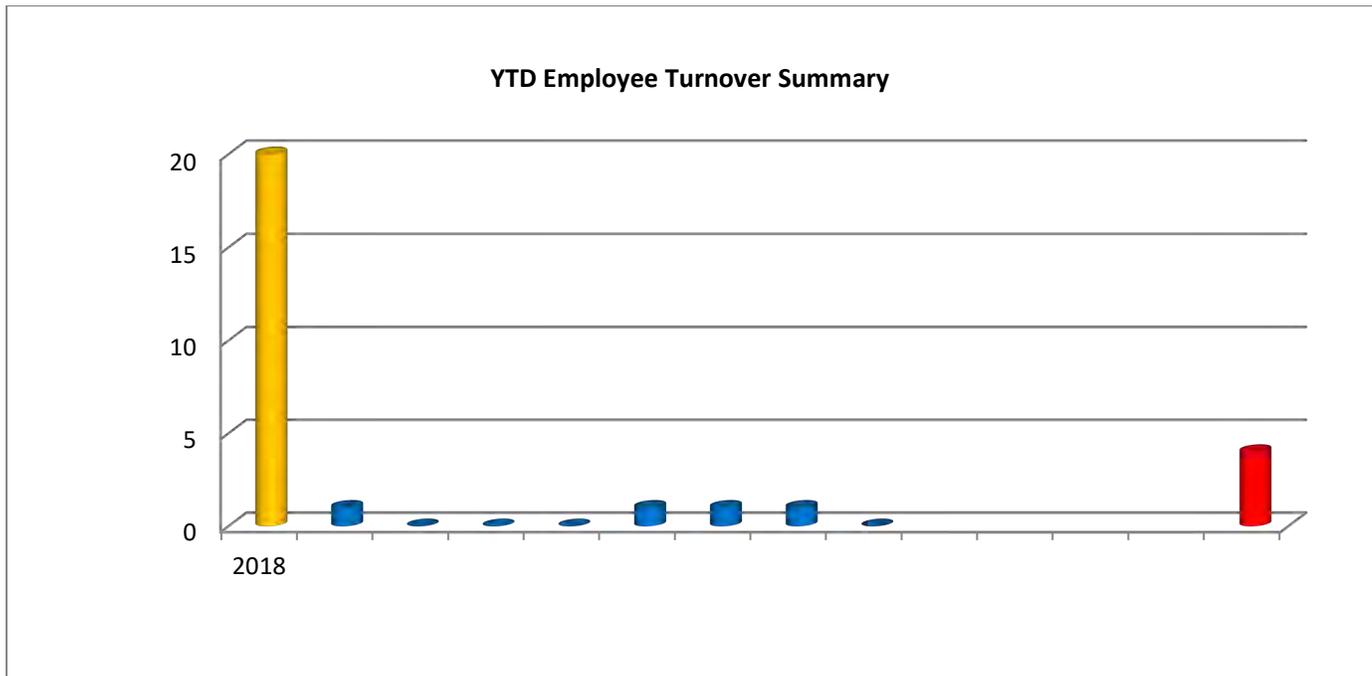
FIGURE 1 NOTE: 2019 TOTAL COUNCIL APPROVED/BUDGETED POSITIONS IS

EMPLOYEE TURNOVER DATA

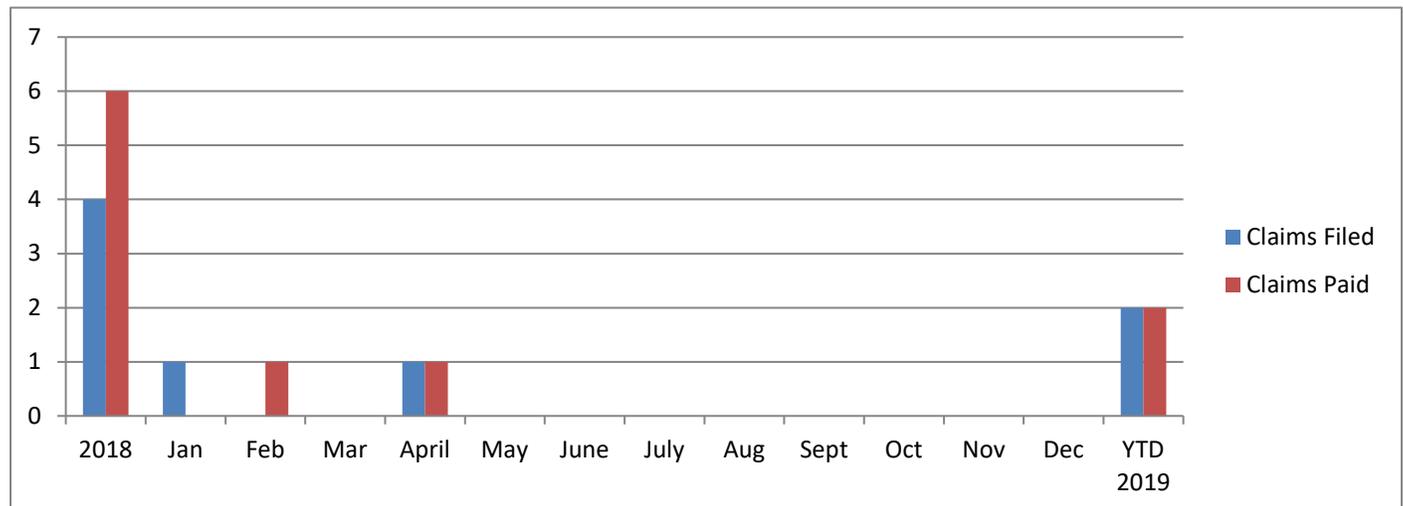
The City's turnover rate per month

- January 1%
- February 0
- March 0
- April 0
- May 1%
- June 1%
- July 1%
- Aug 0

The graph below illustrates turnover in full time positions for current year 2019 compared to turnover occurring in the previous year.

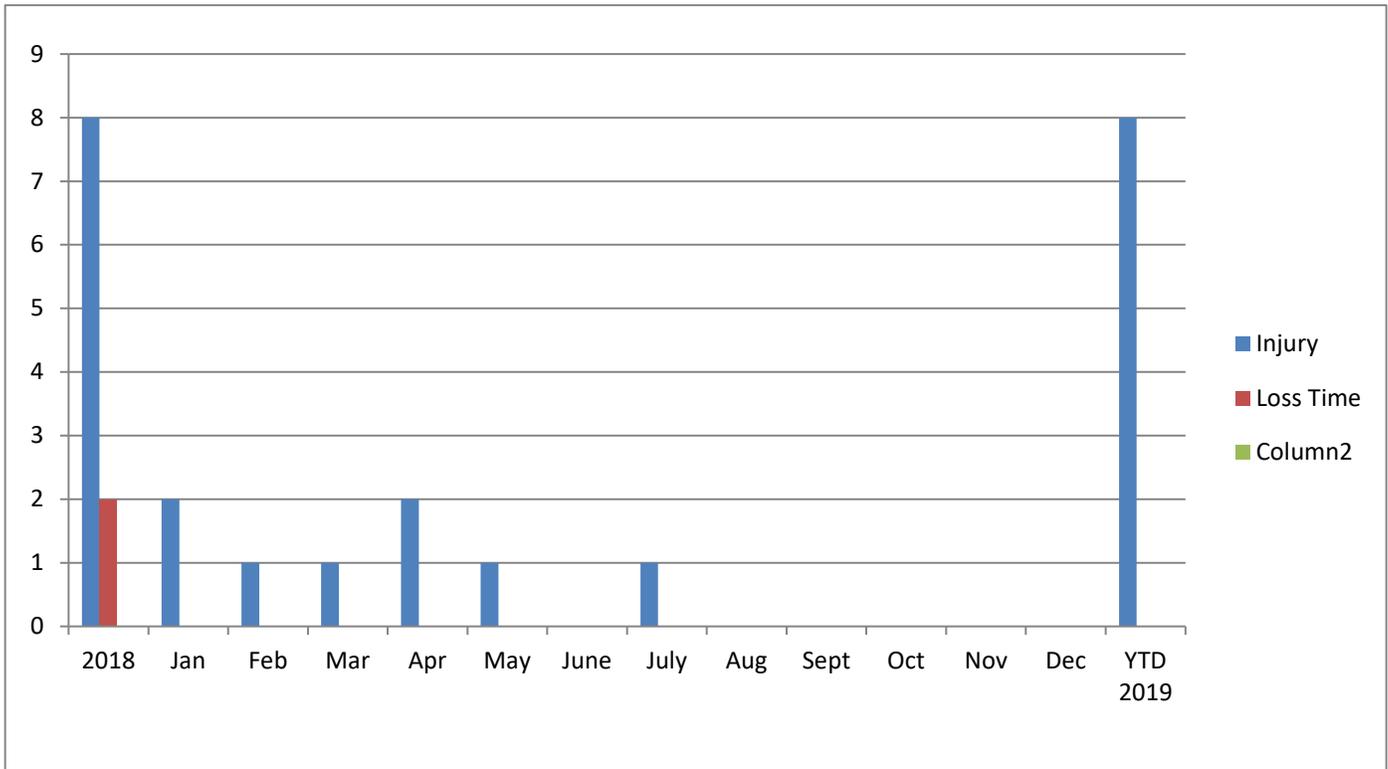


Unemployment Claims: No unemployment claims received for August.



Workers Compensation

No workplace accidents this month.



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 9/16/2019
SUBJECT: *Technology Department Report for the Month of August 2019*

Report in Brief

The Technology Department Monthly Status Report includes a wide variety of information in an effort to better inform the public and the City Council.

Prepared by: Benjamin Brengman
Title Director of Information Technology

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

Technology Report

- Deployed two laptop computers.
- Started the SSI project – Police record management system.

Social Media

- Currently we have 1145 followers on Facebook and 495 followers on twitter.

Building Maintenance

- Currently working on the fountain transformation.
- Installation of the canopy in the Police Department parking lot has been completed.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM
Parks & Recreation

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: September 11th 2019

SUBJECT: *Parks & Recreation 2019 August Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month. Garden City Parks and Recreation Department August report. Our staff continues to relish opportunities to provide quality programming and facilities to our residents. We encourage all residents to participate in a program of choice and begin reaping the emotions and physical rewards associated with teamwork, interaction and physical and mental activity.

The operations detail contained in this report is for the Month of August 2019 and all related information is current as of September 11, 2019.

Prepared by: Cliff Ducey
Title Parks & Recreation Director

Reviewed by: _____
Title _____

Ron Feldner, City Manager

Attachment(s)

**Parks & Recreation Department
Status Report
Summary - August 2019**

Adult/Youth/Sports Programs & Community Relations Activities/Events

Adult Programs

Senior Center

During the Month of July an average of 41 Senior Citizens attended/participated in adult programs at the Senior Center. Total number of lunch meals served 855. And 110 Breakfast meals were served.

Activities included: Devotion time, bingo, trivia, puzzles, dominoes, bridge, cards, pool and line dancing and muscle strengthening exercise.

➤ ***Monthly Programs Offered***

- September 12th was Game Night
- September 13th:(8:30) Trip to Brunswick and lunch in Darien
- September 17th; (11:45) A representative from Pruitt Care and Rehab in Port Wentworth will visit the Seniors to keep them informed of all the services that they have available if needed
- September 24th: (11:00) Debra Mays insurance representative will present a program on Medicare 101
- September 26th: (4:30) We will have our monthly Out to Eat with a visit to Krystal Beer Parlor
- September 30th:((1:00) Book Club will meet in our library
- Our fall trip to Pigeon Forge is approaching very quickly! The Seniors will spend 3 night and 4 days in Pigeon Forge with a trip to Dollywood, Smoky Mountain Opera Show, Hatfield and McCoy Dinner show, Dixie Stampede Dinner Show (this will be the first Christmas Show of the season) and the exhibit Titanic. Most importantly, we hope the fall foliage will be at a peak! (October 26th thru 31st)

- Ongoing: Pool table, workout room, on line computer, Wi-Fi, card games, group exercise classes, bingo, Wednesday morning devotionals, well stocked library, and brain games are also still on every month's calendar! Of course the coffee pot, donuts, and fresh lemonade are offered up everyday!

Youth Programs

Cooper Center

During the month of August, 20 per day Youths attended/participated in youth programs/Breakfast-Lunch Program. **Activities included: Ping-Pong, indoor board games and playground.**

➤ **Monthly Programs Offered**

- After school activities
- Outdoor fenced in playground and basketball court.

September

Republic Services and with Habitat for Humanity along with the City of Garden City had their 2nd volunteer work day at the Cooper Center on September 14th, 9am-2pm. We painted the inside of the building and replaced the ceiling tiles.

Sports Programs/Activities

- **Upcoming Sports Programs/Events** Fall sports signups underway
- Football Practice Began – August 1st
- Soccer Practice Began – August 19th

Community Relations Activities/Events

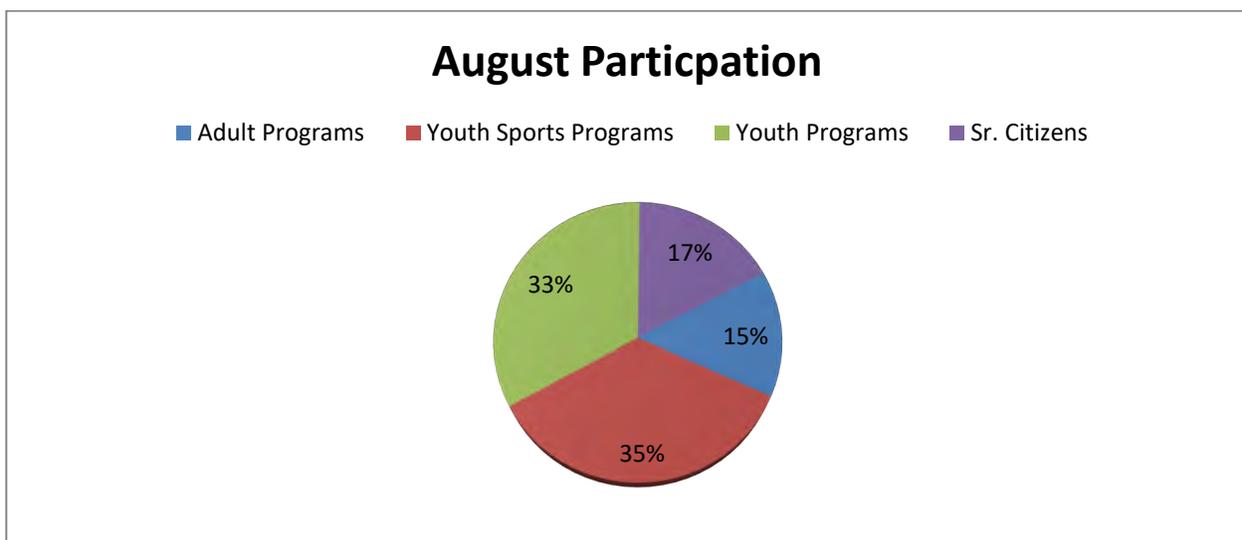
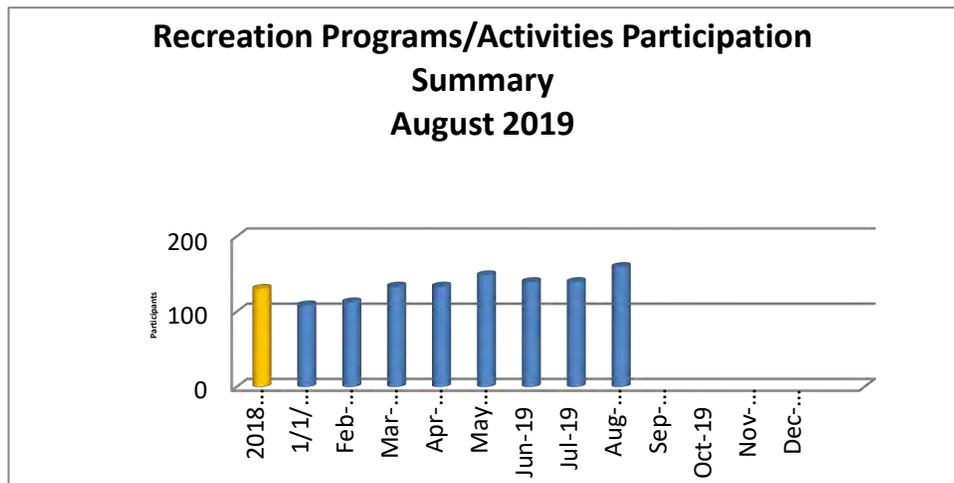
- **Garden City Eagle Football & Soccer**

3 Football teams

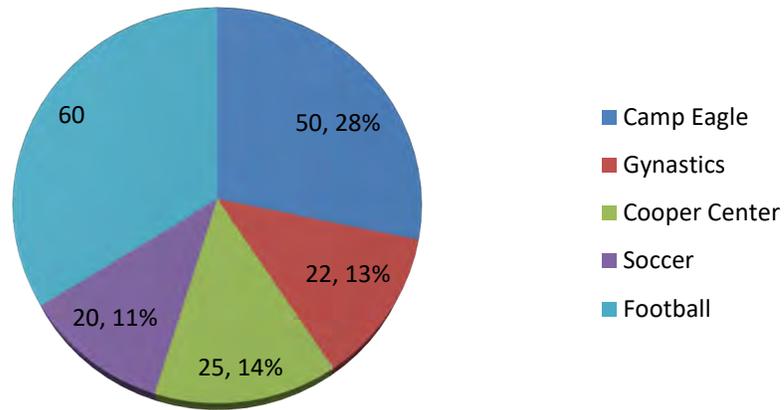
4 soccer teams

Camp Eagle ran very smooth this year and the Parks and Recreation Staff is looking forward and making plans for next summer's Day Camp.

The graphs below are visual summaries of the number of participants in Garden City's Recreation Programs/Activities.



Top Activities August 2019



▣ Parks Maintenance/Improvement Projects

Project Name: Cooper Center Renovation.

Start Date: June 2019

Status: Continuous for the fall



PLANNING AND ECONOMIC DEVELOPMENT
GARDEN CITY GA

MONTHLY REPORT

PREPARED FOR:

Garden City Council

PREPARED BY:

Ron Alexander, Building Safety Director
100 Central Ave.
Garden City, Ga. 31405
(912-547-2972)

August 31, 2019

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1.0 MONTHLY REPORT

1.1 SPECIAL PROJECTS AND EVENTS

1.1.1 Events

New Business: The Garden City Town Center development continues, Site Development is 90% complete. In August the Vertical plans were under review for the Tapestry Park Apartments. The development will have additional landscapes, parking, retail, restaurants, office buildings and residential apartment housing consisting of one, two and three bedrooms. The apartment community will have a total of 232 units with many amenities such as a pool, clubhouse, fitness room and playground. The development will construct five new buildings to include BLDG 1 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 2 11,700 SF with 4,420 Retail and 7,280 Restaurant, BLDG 3 6,864 SF for Retail, BLDG 4 will be 2 stories with 38,400 SF Office Space and BLDG 5 will be 2 stories with 38,400 SF Office Space.

In August Site Development plans were received for The Kingston Hotel to be located on Minus Ave. The project consist of clearing an existing wooded commercial lot for use as a hotel. The Kingston is a four story 44,381 square foot hotel with 90 guest rooms. The facility will include a restaurant, dining room, shop, lobby/check-in areas, administrative areas, swimming pool and dog park areas.

In August Site Development plans were received for The Sleep Inn Hotel to be located on Second Street. The site is located near the intersection of Highway 80 and Burnsed Boulevard. The project entails construction of a 3 story Sleep Inn - MainStay Suites with a total of 73 guest rooms. The facility will include lobby/lounge areas, fitness center, pantry, market, administrative and guest service areas.

In August Site Development plans were received for Traco Construction located at 5553 Export Boulevard. The existing site contains an office/warehouse facility. The project will involve site improvements for the construction of a 8050 SF warehouse addition, concrete paving and a new detention area.

Site Development plans are under review for Empire Distributors located at 1101 Chatham Parkway Lot 5. Empire Distributors currently operates an existing warehouse off Dean Forest Road. The company plans to relocate their existing operation to the new distribution warehouse on Chatham Parkway. There are no existing structures onsite. The project will include a new 11,999 SF building, light duty parking for employees/visitors, heavy duty parking for transloading trucks.

Site Development plans are under review for the Chatham City Apartments addition located at 4309 Augusta Road. The existing site is currently developed and used for

mobile home lots. The site will be re-developed with necessary improvements in order to support the addition of five new apartment buildings. Each of the new structures will have eight 2-bedroom units. The site development will include improvements to the **City's water** service lines in the area.

As of January the W8 Shipping Site Development at 4895 Old Louisville Rd is complete. W8 Shipping will develop the neighboring site located at 4903 Old Louisville Rd for their business expansion. Site Development plans continue under review for the W8 Shipping expansion.

In August Site Development plans were approved and permits issued for 36 West Chatham Court. The Vertical plans are under review. The property is currently vacant. The lot will be developed for construction of a 8,280 SF office/warehouse and a paved parking lot to accommodate the Lennox Company.

Site Development continued for the State Drug Testing Facility located at 24 West Chatham Court. In June the Vertical plans were approved and permits issued. The project is approximately 25% complete at this time. The proposed development will consist of a 5,500 SF, 2 story building (11,000 SF total) and a paved parking area.

Site Development continued for Roush Truck Center located at 38 West Chatham Court. In July the Vertical Shell plans were approved and permits issued. In August the interior finish plans were under review. The project is approximately 20% complete at this time. The Roush project includes the construction of a 30,000 SF warehouse with the necessary site improvements in support of the operation.

Site Development continued for the new Garden City Plaza located at 511 US Highway 80. The existing site was an abandoned used car dealership. The project involves the demolition of the existing structures for site improvements to include a convenience store with gas pumps, and a laundry facility.

In August Site Development and Vertical permits were issued for construction of the new **Popeye's** Restaurant located at 4818 Augusta Road. The existing site consist of undeveloped grassed area and concrete pavement. The project will involve the construction of a new 2,147 SF restaurant, paved parking area, sidewalks and landscaping. Permits are pending GUPS approval.

Site Development continued for American 1 Logistics located at 1636 Dean Forest Road. The existing site contained a vacant single-family residence with a shop used for maintenance of vehicles. The project involved the demolition of the residential structure. The maintenance shop will remain and the site will be redeveloped for a container drop yard with office space. The project is approximately 80% complete at this time.

Site Development continued for Centerpoint Intermodal Center at 54 Sonny Perdue Drive. The Vertical construction is complete. The 248,000 SF building houses two tenant spaces, one with 148,613 SF, and the second space 99,196 SF. In April interior build out plans were received and permits issued for the 148,613 SF tenant space. In May interior build out plans were received and permits issued for the 99,196 SF tenant space. Both spaces have been leased, and the project is approximately 95% complete at this time.

Site Development and building construction continued for Pump-N-Go on Augusta Road. The Pump-N-Go will develop the lot to add pumping stations and renovate the existing structure to include a convenience store and tenant spaces. As of July this project is 90% complete.

During the month of August 2019 there were several other new projects and business submitted for review and approval. Several others projects submitted previously have also been approved during this reporting period. The approved projects have recently commenced construction activities and are at various stages of construction at this time.

1.1.2 SPECIAL PROJECTS

CRS. The City continues its efforts to strengthen our services in Floodplain Management. On 11/19/2018 Garden City improved from a CRS class 8 to a CRS class 6 with an effective date of 5/1/2019. As a condition of continued participation in the Community Rating System (CRS), Garden City is required to recertify annually in order to maintain the **community's current CRS Classification. In August the department began its annual** recertification process. Recertification materials will be submitted by October 15, 2019.

PPI. The Program for Public Information (PPI) Committee for Garden City developed projects for 2019. During meetings the committee studied the needs of the community and the different needs for individual areas within the City as well as the City as a whole. The committee discussed the need for an aggressive campaign to get information out to the public and discussed target areas and groups that may need special attention. The committee discussed programs that are already taking place in the community and how those programs and activities fit the PPI plan. Newly proposed projects were developed through discussions at committee meetings. There are 10 projects and initiatives that will be implemented during 2019.

Housing Team. The Garden City Housing Team will renovate homes in 2019. In support of the Housing Team the Director of Planning and Economic Development and the Garden City Building Inspector will inspect homes for repair. The Planning and Economic Development department and the Housing Team will be working with DCA to receive funding in 2019.

1.1.3 New Businesses

NAME	PHYSICAL ADDRESS	BUSINESS TYPE
1. FNS INC.	54 SONNY PERDUE DR STE 102	WAREHOUSING & STORAGE

2. LOW COUNTRY DISCOUNT
APPLIANCE

309 D MAIN ST

USED APPLIANCE STORE

3. TRICAP INTERNATIONAL LLC

54 SONNY PERDUE DR STE 101

GENERAL WAREHOUSING

4. AIRPORT MINI STORAGE LLC

1327 & 1329 LYNNAH AVE

MINI SELF STORAGE WAREHOUSES

5. AIRPORT MINI STORAGE LLC

520 BOURNE AVE

MINI SELF STORAGE WAREHOUSES

6. AIRPORT MINI STORAGE LLC

1333 LYNNAH AVE

MINI SELF STORAGE WAREHOUSES

7. SOLICITIOUS HOME CARE SERVICES

3 OSCEOLA DR

HOME OFFICE FOR HOME HEALTH

8. ELITE CARPET CLEANERS LLC

4103 D EIGHTH ST

OFFICE FOR CARPET CLEANING BUS

9. O'LEARY'S HEATING & AIR LLC

1101 CHATHAM PKY STE F4

HVAC CONTRACTOR

10. S R CONSTRUCTION SERVICES INC

3911 OLD LOUISVILLE RD #109

INSULATION CONTRACTOR

1.2 PLANNING AND ZONING

This department, in conjunction with the other effected City departments, continues to systematically develop the data base common to those department needs and improve accessibility to the individual departments.

Monthly activity in Planning and Zoning services are as follows:

There were 3 action items on the agenda of the Planning Commission and 0 action items for the Board of Appeals for the hearing on 8/13/2019.

The meeting notes are as follows:

**Minutes
Board of Zoning Appeals/Planning Commission
August 13, 2019 - 6:00PM**

Board of Zoning Appeals

No cases to be heard

Planning Commission

PC1921: Greg Coleman representing property owner W8 Sonny Perdue Partners, LLC request a site plan approval for future development of Love's Truckstop to be located at 2 Sonny Perdue Drive; PIN 6-0924-05-015 formally known as 0 Travis Field Road.

Chairman Monroe opened the floor for comment and those in favor of the request.

Greg Coleman; Coleman Company stated we were previously here for a container yard. Bob Burdell is to develop Love's Truckstop with truck and trailer parking, auto fueling in the front and a 24/7 operation.

Commissioner Selph said is this is a traditional overnight facility with showers?

Mr. Coleman replied yes.

Commissioner Orel said will there be any major repairs?

Mr. William Gleason; Love's Truckstop, Inc. stated repairs will include light maintenance, changing bulbs, oil changes. He said we have 500 Truckstop's across the U.S., and this location qualifies for development.

Commissioner Jackson said how did you choose Arby's to go into the adjacent space?

Mr. Gleason said developments have some type of restaurant whether its McDonalds, Subway, or Chester Chicken; the Arby's has not been approved and is not official but if approved the employees will be Love's employees.

Chairman Monroe said when are you planning to start construction?

Mr. Gleason said within six months plans are to break ground and under construction within 90 days of closing on a property.

Vice-Chair Perry said would you elaborate on the site plan showing 95 trucks, the facility having showers and the type security as this is an overnight facility.

Mr. Gleason said the site is developed for overnight staging for the trucks with a facility having five to six showers and having security depends upon the location. The perimeter is fenced and several cars within an uncommon area signals a red light. He continued by saying areas are well lit and if we see issues we are proactive and our employees are trained to identify human trafficking.

Commissioner Jackson said will the property be covered with a patrol presence?

Mr. Gleason said the owners Tom and Judy Love do not want a tarnish on their name brand which has been in business since 1964.

Vice-Chair Perry said what are the plans for the small area adjacent to parking which protrudes into wetlands?

Mr. Coleman said if impacted we would obtain a permit from U.S. Corp of Engineers which would be done during construction.

Ron Alexander; Planning Director said this is a typical practice of trade off.

Vice-Chair Perry said what is the size of this store compared to other stores?

Mr. Gleason said this is a Tier 1 the largest is Tier 0 which offers parking of 100 to 120 spaces. This tier has the potential to have two resident restaurants.

Chairman Monroe said Gulfstream and the Military are two of your neighbors and they are a consideration of interest for determining potential food establishments.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Crosby made a motion to approve PC1921: Greg Coleman representing property owner W8 Sonny Perdue Partners, LLC request a site plan approval for future development of Love's Truckstop to be located at 2 Sonny Perdue Drive; PIN 6-0924-05-015 formally known as 0 Travis Field Road. Commissioner Selph seconds the motion; vote passes without opposition.

PC1922: Greg Coleman representing property owner W8 Sonny Perdue Partners, LLC request a site plan approval for future development of Sonny Perdue Industrial Development, warehouse distribution center to be located at 2 Sonny Perdue Drive; PIN 6-0924-05-016 formally known as 0 Travis Field Road.

Chairman Monroe opened the floor for comment and those in favor of the request.

Greg Coleman said this is tract F, a previous request was for a container storage yard but the owner's goal is now a class A space that fits within the rest of the surrounding development. Mr. Coleman said this development will be concrete tilt up storefront system that has windows for natural light and windows for aesthetics. The development will be consistent with what you see with CenterPoint; there is no stacking, trailer parking, and no container storage.

Vice-Chair Perry said how many employees will this facility involve?

Mr. Coleman said this facility could potentially be sold so hours of operation and number of employees depends on the tenant.

Chairman Monroe stated that Staff has reviewed the overall layout and the intended use are in accordance with City Ordinance and recommends approval with the stipulation that final plans be in accordance with City Code.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Vice-Chair Perry made a motion to approve PC1922: Greg Coleman representing property owner W8 Sonny Perdue Partners, LLC request a site plan approval for future development of Sonny Perdue Industrial Development, warehouse distribution center to be located at 2 Sonny Perdue Drive; PIN 6-0924-05-016 formally known as 0 Travis Field Road as recommended by staff with stipulation that final plans are in accordance with City Code. Commissioner Crosby seconds the motion; vote passes without opposition.

PC1923: City of Garden City request an ordinance to amend the zoning ordinances of Garden City, Georgia as amended, for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Chairman Monroe opened the floor for comment and those in favor of the request.

Ron Alexander; Planning Director stated that the building, electrical and supply business verbiage doesn't allow anchor type business; the drafted ordinance allows this in mixed use districts. He said staff's recommendation is to approve and each use must appear before the Board of Appeals within the mixed zoning district.

Chairman Monroe said his concern is that "all" mixed use permitting for this type of business, is this consistent with the future land use plan? He said this requires City Council approval for the amendment and Board of Appeals approval for the use.

Vice-Chair Perry said what is the effective date of the ordinance?

Ron Alexander; Planning Director said with this particular verbiage the ordinance takes effect once adopted.

Chairman Monroe asked for further questions or comments for those in favor of the request; being none he called for opposition, with no opposition Chairman Monroe called for a motion. Commissioner Selph made a motion to recommend to Council to approve PC1923: City of Garden City request an ordinance to amend the zoning ordinances of Garden City, Georgia as amended, for the purpose of amending Paragraph 83 of Section 90-47(b) to permit business establishments selling building, heating, plumbing, electrical and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Zoning Appeals; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes. Commissioner Crosby seconds the motion; a vote is taken and passes with Vice-Chair Perry and Chairman Monroe voting in opposition.

With no further business Vice-Chair Perry made a motion to adjourn the Planning Commission meeting; with a second by Commissioner Selph; the vote passes without opposition.

1.3 BUILDING DEPARTMENT

During the month this office issued 35 permits for various items pertaining to Site Infrastructure and Vertical construction activities. There were approximately 84 onsite inspections associated with the permits issued. There has been approximately 100 plan reviews associated with the number of permits issued to ensure compliance with the civil, environmental, building, fire, mechanical, electrical and plumbing codes and ordinances adopted by the state and city. There has been approximately another 70 meetings to discuss a variety of issues concerning building related matters such as plans, codes, ordinances and procedures. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of inspections such as Business Licenses Verifications, Fire Inspections and Zoning Verifications.

The following are the totals for the month:

35 permits issued

84 inspections
100 plan reviews
70 meetings
Approximately 4 hrs. of in house and field training.

1.4 FIRE MARSHAL

During this reporting period there were approximately 60 onsite Fire Inspections of **Garden City's** jurisdictional properties and facilities. During the month there has been approximately 70 in office Fire Protection reviews of planned projects pertaining to Fire Protection planning prior to permitting. These inspections and reviews are based on and are to ensure that all state and locally adopted codes are properly and efficiently enforced. Training in the above mentioned areas continues with major emphasis applied to training in the form of on-site training and in office training. Please note the majority of these in office and field visits were done in conjunction and simultaneously with other types of reviews and inspections such as Business Licenses Verifications, Building Inspections and Zoning Verifications.

The following are totals for Fire Marshal activities for the month:

60 onsite inspections
70 plan reviews
Approximately 10 hrs. in house training and educational activities.

1.5 FLOODPLAIN MANAGEMENT

During this reporting period, continued emphasis has been applied to monitoring construction activities in the Special Flood Plain Areas and keeping an inventory of the Cuts and Fills in those areas. The strengthening of communication and combined efforts of other regulatory agencies such as EPD and EPA continued this month. The efforts are important in order to ensure the City stays in compliance with federal regulations, and at the same time using those resources where possible to aid in the enforcement of those regulations common to all concerned. The efforts to improve **the City's Community Rating System (CRS)** is ongoing during this month. Part of that process involves interaction and participation of multi-jurisdictional meetings and trainings amid at unity in all the local jurisdiction in the enforcement of the common regulations. In doing so the City continues advancement in the governing regulations which yields better ratings resulting in lower Flood Insurance Rates for our citizens located in the Special Flood Hazard Areas. The enforcement involves meetings, plan

reviews and site inspection of all City jurisdictional properties located in the Special Flood Hazard Area. City staff on a daily bases monitors all activity located in the areas.

The following are totals for the month:

Approximately 30 related site inspections

Approximately 20 plan reviews

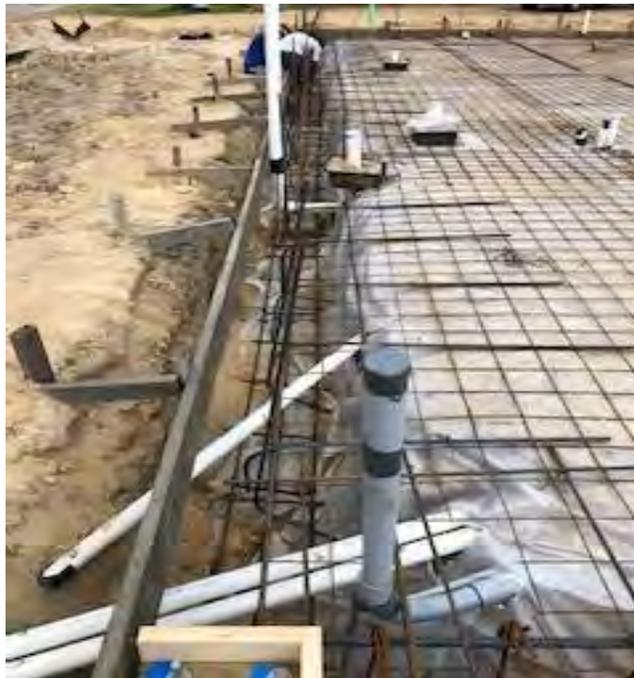
1.6 PHOTOGRAPHS



Savannah Auto Trader - Augusta Road



Savannah Auto Trader - Augusta Road



Garden City Plaza - Highway 80



Garden City Plaza - Highway 80



UPS - Sonny Perdue Drive



UPS - Sonny Perdue Drive



UPS - Sonny Perdue Drive



Tricap - Sonny Perdue Drive



Tricap - Sonny Perdue Drive



FNS - Sonny Perdue Drive



FNS - Sonny Perdue Drive



FNS - Sonny Perdue Drive



New Home - Water Oak Way

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 9/16/19

SUBJECT: *Public Works & Water Operations Monthly Status Report*

Report in Brief

The Public Works & Water Operations Departments Monthly Status Report includes an extensive summary of the monthly activity of all divisions within the Departments. This report also provides information regarding key projects and/or activities throughout the month.

The operations detail contained in this report is for the month of August and all project related information is current as of 8/31/2019.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – August 2019**

Operations & Maintenance

Public Works personnel **completed 22 Resident Requests**, making 114 **Work Orders** for the month of August. ***They included:***

Storm Drainage:

- Ditch Maintenance (Backhoe): 9,109 feet
- Canal Maintenance (Kubota Sidecutter): 71 miles (was back in service later in the month)
- Underground stormwater utility point repairs: 40 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$3,000 (3rd Party)

Streets:

- \$3,630 for 3rd party street/asphalt repairs (Nelson, Azalea, Jasper & Byck)
- About 1,314 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: Davis
- Minor pothole/asphalt repair by staff (Export, Jasper, Camelia)

Street Sweeping:

- 37 miles (sweeper was back in service at the end of the month)

Signs & Markings:

- 2 Knockdowns/replacements/cleaned/new (P.D. Thomas)

Street Lights:

- 5 Street light outage/replacements (Reported to Georgia Power – all repaired)
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 4.68 Tons Collected Total Mixed Dry Trash (\$67.00 / ton)
- 341.16 Tons Collected YTD taken to Savannah Regional Landfill
- 10 Truckloads Dry Trash taken to Savannah Inert Landfill
- 10 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

- \$500 spent for tree removal, tree trimming, and debris removal (3rd Party). Old Louisville Rd.

Other:

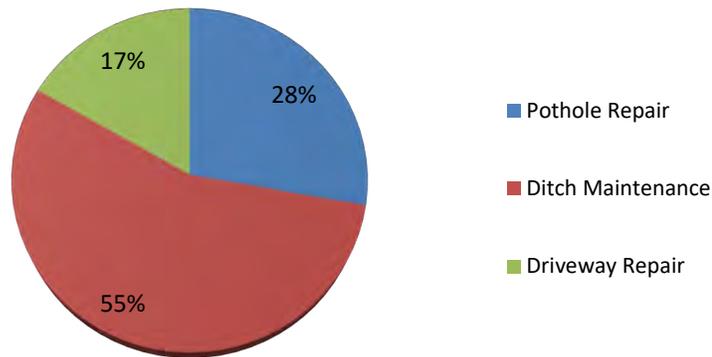
- City Hall Water Fountain – completed shutoff and fill

Fleet Maintenance

During the month of **August**, the Shop serviced and/or repaired **67** city vehicles/apparatus & equipment for a current annual total of **486**.

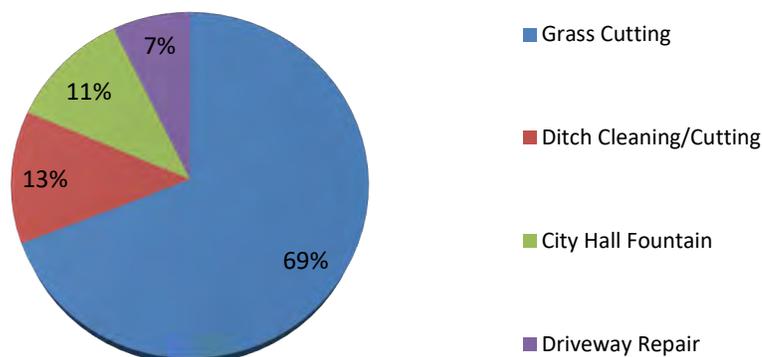
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Service Request**” is generated. This builds a computerized record of all requests made.

August's Top Service Requests



Work Order – A “**work order**” is created each time a work crew or individual is assigned a task either because of service requests, pre-planned maintenance projects, or by other situations as they arise. This produces a database of work accomplished and the time and materials it took to do the work.

August's Top Work Order Types



Summary – August 2019

Water Operations & Maintenance

98 **Service Orders** were received, and >>>>>>>> 33 **Work Orders**
_____ Water/Sewer crews handled **131** total.
for the month of August . They included:

Water: 30 Work Orders

- **Produced** 29.875 Million gallons of drinking water per day.

- **Hydrant Services**
 - 0 Hydrant Replacements
 - 1 Hydrant Repairs
- **Water Line Services**
 - 7 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 3 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 160 Located services (Continued marking for major projects - new gas mains and services, and other projects on Main, fiber optic installation, and the Mega Rail/Bridge project)
 - 1 Valve Replacements
 - 2 Valve Installations
 - 49 Water Cut-Ons
 - 80 Reconnects– Delinquent Water Bills
 - 49 Water Cut-Offs
- **Meter Services**
 - 5 Meter and MXU investigations
 - 11 Maintenance services
 - 5 Meter and MXU replacements
 - 97 City initiated Re-Reads
 - 0 Customer Requested Re-Reads
 - 0 Corrected Readings

- * Meter investigations consist of checking meters for accuracy and checking for leaks as requested by residents.
- * Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.
- * City initiated Re-Reads occur any time a meter reader is requested to re-read a meter to confirm a high or low bill and, if needed, to give a courtesy notification of a possible leak. A re-read does not necessarily indicate a problem with the reading or the meter.
- * Corrected Readings are any time after a re-read there is a change needed.

Sewer: 3 Work Orders, including

- ***Sewer Cleanout Services***
 - 0 Repairs
 - 0 Replacements
- ***Gravity Main Services***
 - 0 Inspections
 - 0 Repair
 - 0 Sanitary Sewer Overflow Event
- ***Sewer Lateral Services***
 - 0 Blockages Cleared
 - 3 Lateral Repairs
- ***Manhole Services (flushing & repairs)***
 - 0 Inspections and Maintenance
 - 0 Repairs

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.0 MGD.
- There were no violations of the Garden City NPDES permit or on the MORs for the month.
- The water system withdrew a total of 29.875 MGD and used 0.114 MG from Savannah I & D (Town Center Water System).
- During the month 915 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 09-10-19

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

The Police Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for the month of August 2019.

Prepared by: Angela S. Zipperer
Title: Executive Assistant to
Gilbert C. Ballard
Chief of Police

Reviewed by: Gilbert C. Ballard
Title: Chief of Police

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – August 2019
Operations**

Calls for Service

There were a total of 2,721 calls for service in the month of August 2019, for a total of 21,331 calls for service year to date.

Current month's calls included:

Offenses:

Aggravated Assault	7	Burglary	6
Robbery	5	Larceny	20
M.V. Theft	0	Narcotics	7
Rape	0	Murder	0
All Others	2,606	Accidents	70

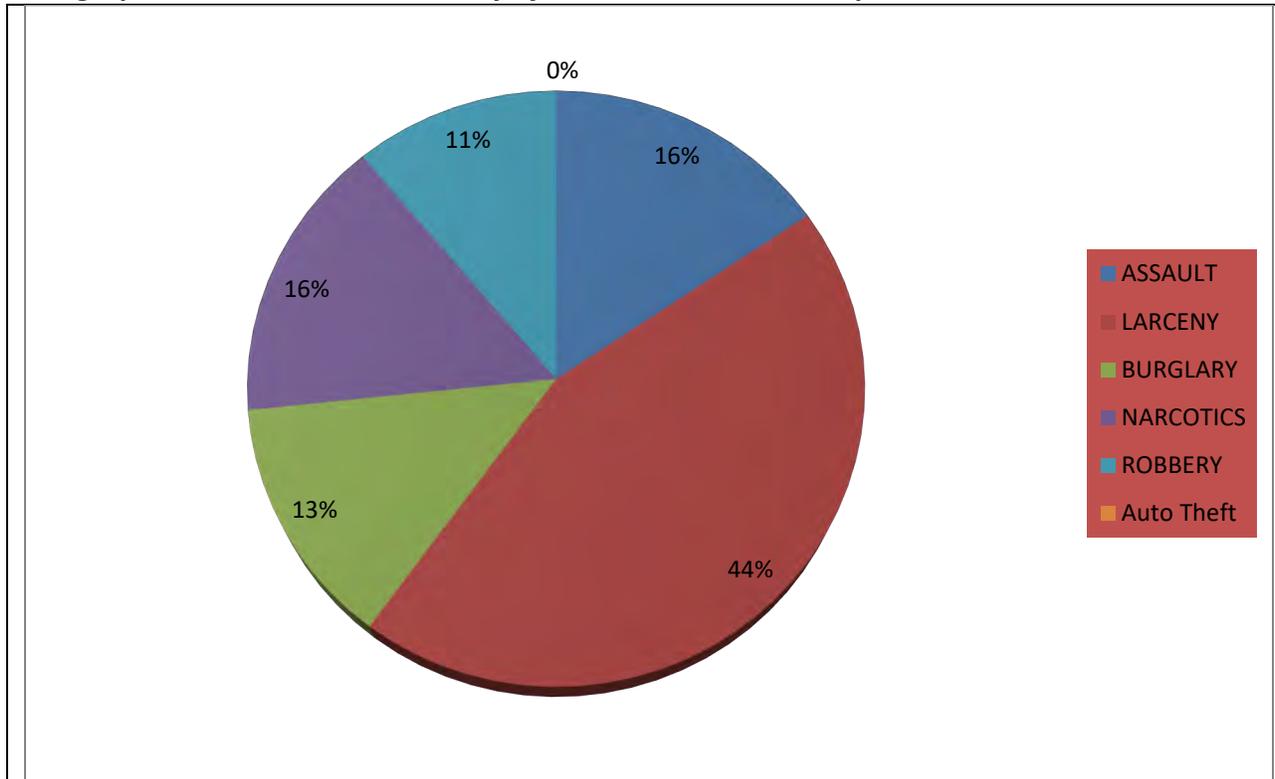
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests/Charges*** made by this department this month. This may not represent the actual number of individuals arrested as there are generally many cases where an individual will have multiple charges or counts of a specific charge. These statistics represent charges and arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests/Charges		Juvenile Arrests/Charges	
96	246	0	0

The graph below is a visual summary of the Current Month's Top 6 Criminal Violations.



Current Month's Top 6 Criminal Violations by District

Mayor Bethune and Mayor Pro Tem/Council Member at Large Kicklighter

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Campbell District 3</i>	<i>Cody District 4</i>	<i>Tice District 5</i>
Assault	1	2	1	0	3
Larceny	1	3	3	2	11
Burglary	2	0	3	1	0
Narcotics	3	1	1	1	1
Robbery	0	0	1	1	3
Auto Theft	0	0	0	0	0

Traffic Violations

There were a total of 1,698 traffic violations during the month of August 2019. ***They included:***

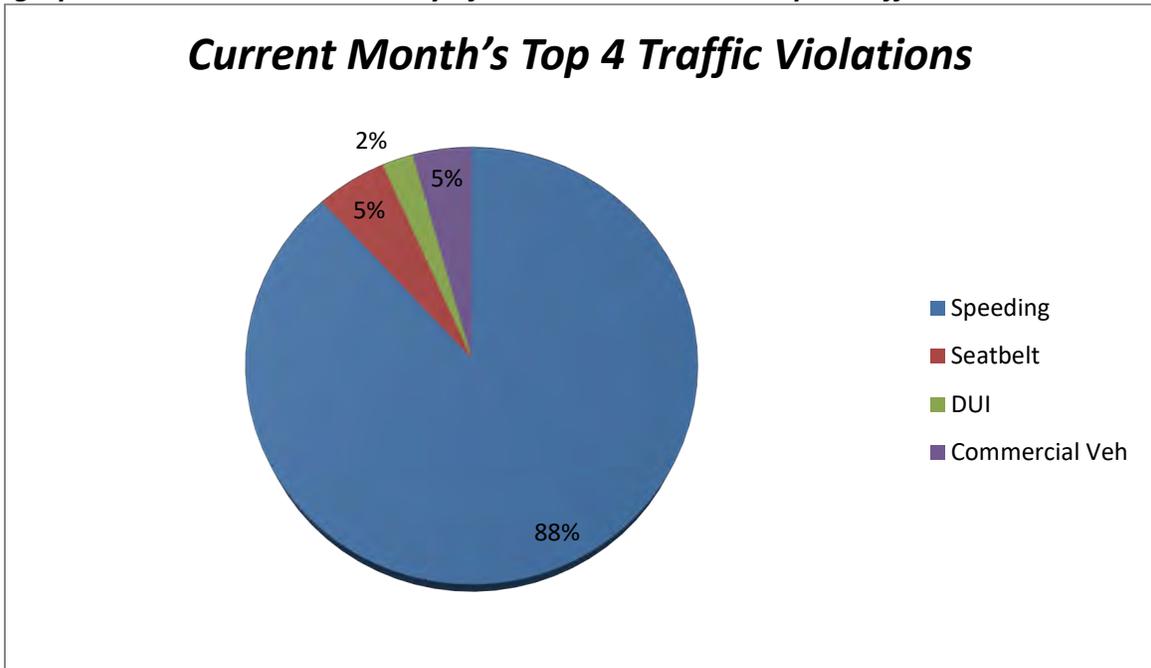
Traffic Citations Issued

Traffic Accidents	37	Fatalities	0
Written Warnings	511	Speeding Violations	729
Seat Belt Violations	43	Miscellaneous Citations	323
DUI's	19	Total Citations	1,698

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued	36
------------------------	----

The graph below is a visual summary of the Current Month's Top 4 Traffic Violations.



Code Enforcement

Dates for this summary are August 2019

Cases in Compliance	69
Illegal Signs Removed:	25
Property/Violation Re-inspection's	333
Properties Maintained in Lieu of Liens	2
Notice of Violations Issued	93
Court Cases Pending	3
Vehicles Tagged for Tow	5
Vehicles Removed/Remediated by or 3 rd Party	4
Vehicles Towed	1
Roll-out Cart Violations	1

Municipal Court Summary

During the month of August 2019 the Garden City Municipal Court handled 1,166 cases for a current annual total of 8,374 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	801
➤ Total Traffic Citations and Criminal Cases passed to another court date	253
➤ Cases issued probation	112

Training

During the month of August 2019, police personnel reported a total of 261 hours of training resulting in an average of 7.05 hours of training per Officer. Some of the special training classes the officers attended during the month of August 2019 were: Active Shooter, Below 100, Breath Alcohol Training I9000 and Taser.

Items of Interest for August 2019

- **The Command Staff attended the POAG Conference in Savannah, GA**
- **The Police Department participated in the Southern Roots Food and Music Fest**
- **The Police Department implemented the Deaf and Hard of Hearing Visor Cards**
- **The Chief attended the Gang Committee at GSU**

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: September 16, 2019

SUBJECT: *Fire Department August 2019 Report*

Report in Brief

The Fire Department Monthly Status Report includes an extensive summary of the monthly activity of the divisions within the Department. This report also provides information regarding key items of interest and/ or activities throughout the month.

The operations detail contained in this report is for the Month(s) of August of 2019, and all related information is current as of September 06, 2019.

Prepared by: Scott Kimball
Title Assistant to
Corbin Medeiros
Chief of Fire

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in August of 2019

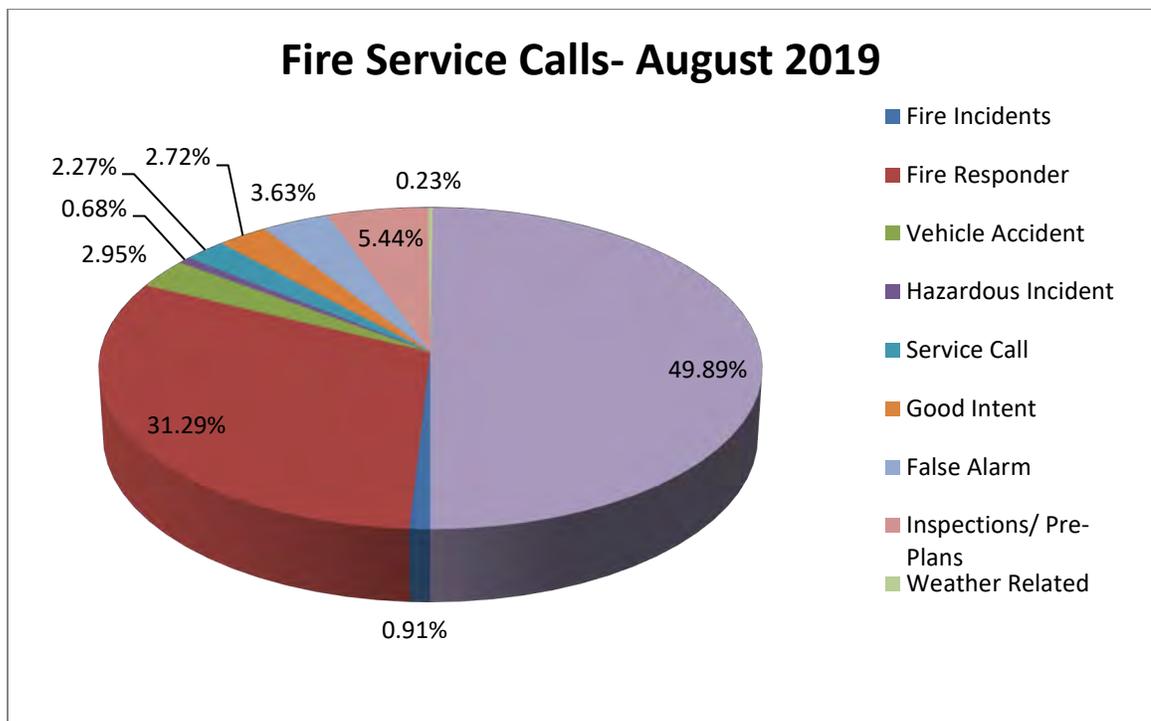
There were a total of 220 calls for service in the month of August, 2019, for a total of 1,750 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	4	Good Intent	10
Fire Responder	138	False Alarm	12
Vehicle Accident	13	Service Call	16
Hazardous Incident	3	Inspections/ Pre-Plan	27
Weather Related	1		

The graph below is a visual summary of the Current Month's Fire Service Calls.



Department Activities/ Events

Department Training

In August fire personnel reported a total of 237.42 hours of training resulting in an average of 15.82 hours of training per Firefighter.

Acting Officer in Charge

Captain Mack Roberts attended Transitional and Interpersonal leadership Training (TILT) at the GPSTC campus in Forsyth.

Stop the Bleed /American Heart First Aid CPR AED Training

Department personnel conducted Stop the Bleed and AHA First, CPR, AED training for personnel and coaches at Savannah Christian Preparatory School.

Town Hall meeting

Chief Medeiros and Assistant Chief Lewis attended a Town Hall meeting at the Senior Center concerning the Main street closing and train traffic.

Meeting with Local Departments

Assistant Chief Lewis conducted testing for GFSTC at Pooler Fire Rescue.

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of, the Department continued conducting weekly blood pressure checks at the Senior Center on Tuesdays. This activity continues with a great response.

Looking Ahead

- Partnering with Memorial Healthy University Medical Center and area schools on the "Stop the Bleed" program.
- Fire Department fitness program.

ORDINANCE 2019-

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF GARDEN CITY, GEORGIA, AS AMENDED, FOR THE PURPOSE OF AMENDING PARAGRAPH 83 OF SECTION 90-47(b) TO PERMIT BUSINESS ESTABLISHMENTS SELLING BUILDING, HEATING, PLUMBING, ELECTRICAL, AND RELATED SUPPLIES AND MATERIALS, TO OPERATE IN ALL MIXED USE ZONING DISTRICTS LOCATED WITHIN THE CITY WITH THE APPROVAL OF THE BOARD OF ZONING APPEALS; TO REPEAL ALL ORDINANCES IN CONFLICT HEREWITH; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT ORDAINED by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1: Section 90-47(b), Paragraph 83, of the City's Code of Ordinances, entitled "Permitted Uses; Provisions Regarding Uses in Zoning Districts: Building, Heating, Plumbing, Electrical, and Related Supplies and Materials" is hereby amended to permit business establishments engaged with selling building, heating, plumbing, electrical, and related supplies and materials, to operate in all mixed use zoning districts located within the City with the approval of the Board of Appeals. As amended, said Paragraph 83 shall read as follows:

"(83) Building, heating, plumbing, electrical and related supplies and materials: C-2(B), C-2A(B), C-2A(B&W), I-1, I-2, M(B)."

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective on the date of passage.

ADOPTED this ___ day of _____, 2019.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this the ___ day of _____, 2019.

DON BETHUNE, Mayor

Read first time:

Read second time and approved:

ORDINANCE 2019-

AN ORDINANCE TO AMEND ARTICLE IV, SECTION 4.11, OF THE CHARTER OF GARDEN CITY, GEORGIA, TO CREATE AND DEFINE THE OFFICE OF CHIEF MUNICIPAL COURT JUDGE AND ASSOCIATE MUNICIPAL COURT JUDGE; PROVIDE FOR SERVICE AGREEMENTS AND MAXIMUM TERMS OF OFFICE FOR THE MUNICIPAL COURT JUDGES AND JUDGES PRO-TEM; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the Charter of Garden City, Georgia, creates the Municipal Court of Garden City, Georgia, and provides that such Court shall be presided over by a Municipal Court Judge and one or more Municipal Court Judges Pro-tem who are appointed by City Council at its organizational meeting to serve for terms of two years and until their successors are appointed and qualified; and,

WHEREAS, Section 36-32-2 of the Official Georgia Code Annotated provides that any individual appointed as Municipal Court Judge shall serve a minimum of one year, and that such term must be memorialized in either an agreement between the judge and the municipality, an ordinance, or a charter amendment which sets forth the judge's responsibilities; and,

WHEREAS, the Mayor and Council wish to create the offices of Chief Municipal Court Judge and, Associate Municipal Court Judge amongst whom the duties and responsibilities of the current Municipal Court Judge shall be apportioned; to establish one year as the term limit for the Chief Municipal Court Judge, the Associate Municipal Court Judge, and Judges Pro-tem; and to better define each judge's responsibilities in service agreements to be entered into between the City and the judges; and,

WHEREAS, the Mayor and Council desire to amend Article IV, Section 4.11, of the City's Charter to reflect such changes; and,

WHEREAS, pursuant to the City's home rule powers, the City is authorized to effect such changes provided that notice of such changes are published in the official organ of Chatham County, Georgia, for once a week for three consecutive weeks prior to the week of adoption of the Charter Amendment; and,

WHEREAS, such changes shall become effective at City's Council organizational meeting in January 2020 when the current two-year term of the City's Municipal Court Judge and Judges Pro-tem terminate;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia;

Section 1: That Article IV, Section 4.11, of the Charter of Garden City, Georgia, be amended by deleting such section in its entirety and replacing it with the following:

“Sec. 4.11. Chief Judge; Associate Judge, Pro-Tem Judge. The Municipal Court shall be presided over by a Chief Judge, an Associate Judge and such Pro-Tem judges as shall be appointed by the Mayor and Council who shall be in compliance with the requirements of State law on qualifications to serve in such offices, including but not limited to compliance with all applicable training requirements.

a) Chief Judge. The Chief Judge is responsible for the following:

- (i) Presiding over at least seventy-five (75%) percent of the scheduled court sessions pursuant to a court schedule established by ordinance or by the Chief Judge to insure that the court dockets are kept current.
- (ii) Establishing rules and procedures for the Municipal Court to follow unless otherwise provided by ordinance, this Charter, or by general State law.
- (iii) Providing guidance, direction, and oversight to the Associate Judge.
- (iv) In coordination with the City Attorney, approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary.
- (v) In coordination with the City Attorney, providing proper training of court staff and officials subject to the Judge’s direction and control about court procedures and the use of approved court forms, and updating such training as necessary.
- (vi) Ensuring that court staff and officials subject to the Judge’s direction and control use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes.
- (vii) Notifying the City Manager and City Attorney of additional resources necessary to ensure compliance with applicable laws and rules.
- (viii) Notifying the City Manager and City Attorney of service provider performance deficiencies.
- (ix) Reviewing quarterly reports and other communications of the Georgia Department of Community Supervision Misdemeanor Probation Oversight program and taking any actions the Judge deems necessary or appropriate.

b) Associate Judge. Under the supervision of the Chief Judge, the Associate Judge shall preside over at least twenty (25%) percent of the scheduled monthly sessions

of court, and shall comply with all written rules, operating procedures and policies promulgated by the Chief Judge that are designed to ensure the courteous, orderly and effective administration of justice for the people of the City, and shall comply with the general law of the State, municipal ordinances, and policies and procedures otherwise applicable to the City's operations. The Associate Judge shall also exercise such duties and responsibilities as are assigned to him/her by the Chief Judge and shall be subject to annual evaluation of their performance by the Chief Judge. Evaluations of the Associate Judge shall be provided to the City Manager.

c) Pro-Tem Judges. A Pro-Tem Municipal Court Judge may serve in the event of the disqualification, illness, or absence of the Chief Judge or the Associate Judge. The persons appointed as Pro-Tem Judge shall have the authority to preside in the stead of the disqualified, ill, or absent judge, and all actions of a Pro-Tem Judge shall be binding as if performed by the Chief Judge or Associate Judge.

d) Appointment of Judges; Service Agreements. All judges for the City's Municipal Court shall be appointed by City Council through a resolution that adopts or approves a service agreement with the judge, which agreement shall include a term of one-year, set the compensation, and accurately describe the obligations of the judge and the independence of the Court as well as identify the responsibilities of the judge for oversight of management for court staff and service providers.

e) Oath of Office. Before entering on duties of his or her office for the first time, an appointed judge shall take the following oath before an officer duly authorized to administer oaths in this State:

'I swear (or affirm) that I will faithfully and impartially and without fear, favor, or affection discharge my duties as judge of the Municipal Court for Garden City, Georgia, and will take only my lawful compensation. I do further swear (or affirm) that I am not the holder of any unaccounted for public money due this State, or any political subdivision or authority thereof; that I am not the holder of any office of trust under the government of the United States, any other state, or any foreign state which I am prohibited from holding by the laws of the State of Georgia; and that I am otherwise qualified to hold said office, according to the Constitution and Laws of Georgia; and that I will support the Constitution of the United States and of this State.'

The oath shall be entered upon the minutes of City Council, and the judge's name, contact information for business correspondence, and term of office shall be provided in the Georgia Administrative Office of the Courts.

f) Decision-Making Responsibility. The Chief Judge, Associate Judge, or any Judge Pro-Tem serving in the absence of the Chief Judge or Associate Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, the establishment of a standard bail schedule, determination of bail in individual cases, determination of financial ability, conditions of probation,

determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions.

g) Part-Time Employment of Judges. The Municipal Court Judges shall serve on a part-time basis and may engage in the private practice of law; provided however, a judge may not appear and represent a client before the Garden City Municipal Court.

h) Removal of Judge. A judge of the Municipal Court shall serve for the designated term in the service agreement but may be removed from the position, and the service agreement terminated, during the term by a two-thirds vote of the entire membership of City Council pursuant to the mandated procedure set forth in Official Code of Georgia Annotated Section 36-32-2.1, or upon action taken by the State Judicial Qualifications Commission for:

- (i) willful misconduct in office;
- (ii) willful and present failure to perform duties;
- (iii) habitual intemperance;
- (iv) conduct prejudicial to the administration of justice which brings the judicial office in disrepute; or,
- (v) disability seriously interfering with the performance of duties, which is or is likely to become, of a permanent character.”

Section 2: That a copy of this proposed amendment to the Charter of Garden City, Georgia, shall be filed in the Office of the Clerk of Council of Garden City, Georgia, and in the Office of the Clerk of the Superior Court of Chatham County, Georgia, and that a “Notice of Proposed Amendment to the Charter of Garden City, Georgia” attached hereto and marked Exhibit A and made a part hereof, be published in the official organ of Chatham County, Georgia, once a week for three weeks within a period of sixty days immediately preceding its final adoption, with a copy of said advertisement being attached to this Ordinance prior to its final adoption by the Mayor and Council of Garden City, Georgia.

Section 3: That all Ordinances and parts of Ordinances in conflict herewith are hereby repealed to the extent of the conflict.

Section 4: This this Ordinance shall become effective January 2020 immediately after the expiration of the two year term of the current Municipal Court Judge and Municipal Court Judges Pro-Tem.

ADOPTED this _____ day of September, 2019.

Rhonda Ferrell-Bowles
Clerk of Council

RECEIVED AND APPROVED this _____ day of September, 2019.

Don Bethune
Mayor

Read first time:

Read second time and approved:

**NOTICE OF PROPOSED AMENDMENT
TO THE CHARTER OF GARDEN CITY, GEORGIA**

Notice is hereby given that an Ordinance has been introduced to amend the Charter of Garden City, Georgia, said Ordinance being captioned as follows:

An ordinance to amend Article IV, Section 4.11, of the Charter of Garden City, Georgia, to create and define the office of Chief Municipal Court Judge and Associate Municipal Court Judge; to provide for service agreements and maximum terms of office for the Municipal Court Judges and Judges Pro-Tem; to provide an effective date; to repeal all ordinances and parts of ordinances in conflict herewith; and for other purposes.

A copy of the proposed Charter amendment is on file in the Clerk of Council of Garden City, Georgia, and in the Office of the Clerk of the Superior Court of Chatham County, Georgia, for the purpose of examination and inspection by the public.

This __ day of September, 2019.

Rhonda Ferrell-Bowles
Clerk of Council for Garden City, Georgia

A RESOLUTION TO ENTER LEASE WITH CG BASEBALL, LLC, FOR USE OF DIAMOND NO. 6 AT BAZEMORE BALL PARK IN GARDEN CITY, GEORGIA.

WHEREAS, CG Baseball, LLC, has requested Garden City to enter into a lease for the use of Diamond No. 6 at the City's Bazemore Ball Park, as-is, to operate a baseball academy and activities customarily incidental thereto; and,

WHEREAS, the terms of the lease include an initial three (3) year term commencing October 1, 2019, with an option to extend same for an additional three (3) years; market rent; the obligation of the tenant to notify the City in advance of all functions held at the premises; and the right of the City to unilaterally terminate the lease for any or no reason upon giving the tenant three (3) months' notice; and,

WHEREAS, the lease will benefit the City in that the tenant intends to make improvements to the property which shall remain on the premises upon the termination of the lease, and tenant has further agreed to reserve twenty (20%) percent of the monthly enrolled memberships for the chain baseball activities for Garden City residents whom shall be given a twenty (20%) percent discount on membership fees and whom may be given an additional fifty-five (55%) percent discount based on need as determined by criteria to be set by the City; and,

WHEREAS, Section 1.12(e)(5) of the City's Charter authorizes the City to lease its facilities in accordance with the above-stated terms;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, it is hereby resolved that:

1. The City shall enter into a three-year lease commencing October 1, 2019, with CG Baseball, LLC, for the use of Diamond No. 6 at the City's Bazemore Ball Park, as is, to operate a baseball academy and activities customarily incidental thereto by executing the Lease Agreement which is attached hereto as Exhibit "A" which includes all of the above-recited terms as well as satisfactorily addressing issues such as tenant maintenance of the leased facility, liability insurance coverage for the tenant's activities, the tenant's responsibility for utilities serving the property, and tenant indemnification obligations to the City.
2. The City Manager and the City Clerk are hereby authorized to execute, on behalf of the City, the attached lease to evidence the City's consent thereto.
3. This resolution shall be deemed effective upon adoption.

Passed, adopted and approved this ____ day of September, 2019.

GARDEN CITY, GEORGIA

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ___ day of September, 2019.

DON BETHUNE, Mayor

covenants as those applicable immediately preceding the expiration of the Term, subject to Landlord's right to terminate said tenancy upon thirty (30) days' written notice. There shall be no renewal of this Lease by operation of law.

5. Use. The Property hereby leased may be used by Tenant only for the operation, on a nondiscriminatory basis, of a baseball academy (the "Baseball Academy") and for activities customarily incidental thereto. Landlord and/or Landlord's Recreation Department must be notified by Tenant in advance of any functions held on the Property. In the event that Tenant charges any person to enter or go upon the Property for the purpose of attending or participating in a recreational event, the consideration received by the Landlord for the Lease shall not be deemed a charge within the meaning of Article 2 of Chapter 2 of Title 51 of the Official Code of Georgia Annotated. Any functions in which anyone eighteen (18) years or older participates must have Landlord's pre-approval. Tenant agrees that the Property shall be kept in a clean, orderly, and neat condition, and shall comply with all applicable laws regulating said business. Tenant shall be responsible for continuously providing a trash facility at the Property. Subject to the limitations set forth in Paragraph 8 hereof, Tenant may make further improvements to the Property as Tenant may deem necessary for Tenant's business operations and Landlord shall cooperate with Tenant's efforts to obtain necessary permits and certificates of occupancy. Tenant agrees not to abandon or vacate the Property during the Lease Term, and agrees to use said Property for the purposes stated herein until the Lease terminates.

6. Rent. Tenant agrees to pay to Landlord during the initial term of this Lease, at such place as may be designated by the Landlord, annual rent for the Property in the amount of Three Thousand Six Hundred and 00/100 (\$3,600.00) Dollars payable in twelve (12) equal consecutive monthly installments of Three Hundred and 00/100 (\$300.00) Dollars commencing on October 1, 2019. If the initial Lease term is extended for an additional three (3) year term pursuant to Paragraph 5, annual rent for the first year of the renewal term shall be \$3,708.00 (\$309.00 per month); annual rent for the second year of the renewal term shall be \$3,819.24 (\$318.25 per month); and annual rent for the third year of the renewal term shall be \$3,933.58 (\$327.89 per month). The above-mentioned monthly rent, hereinafter referred to as the "monthly rental," shall be payable without demand in advance on the first day of each calendar month during the Lease. The monthly rental payment for the last month of the Lease shall be prorated on a per diem basis if the termination date shall be other than the last day of a calendar month.

7. Utilities. Tenant agrees to pay the charges incurred by its use of utilities at the Property. Landlord has no responsibility to furnish Tenant with any utilities. Landlord represents that only electricity is available at the Property. Landlord does not warrant that any utility services will be free from interruptions caused by inclement weather, riots, acts of God, repairs, accidents, inability to obtain fuel or supplies, or any other causes. Any such interruption of utility service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Property or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease.

8. Alterations to Premises. Subject to compliance with local zoning and building

regulations, Tenant shall have the right to make improvements to the Property with which to operate its permitted activities. Tenant agrees to pay the cost of all such alterations and additions performed by it (including, but not limited to, the cost of all labor, materials, plans and specifications, and permits), to suffer no liens to be placed against the Property on account thereof, and to indemnify Landlord against all claims for damages and injuries which arise in connection therewith notwithstanding the Landlord's consent to same. Tenant hereby warrants that the construction of any improvements shall comply with all laws and regulations in effect of the commencement of the term of the Lease and shall not violate any applicable covenant, restriction, or other matter of public record to which the Lease may be subject or subordinate. Tenant shall make no changes, alterations or additions in or to the Property without first submitting to Landlord for approval the plans and specifications covering same. Landlord's approval shall be absolute and may be withheld in Landlord's sole discretion. The approval by Landlord of Tenant's plans and specifications shall not constitute an opinion or representation by Landlord as to the sufficiency of same. Before any changes, alterations or additions in or to the Property are commenced, Tenant shall deliver to Landlord (i) a detailed budget for the work, itemizing all estimated costs of construction, (ii) a copy of the fully executed construction contract with a general contractor acceptable to Landlord to perform all work necessary to complete the work, and (iii) a certificate or evidence of policies of public liability and property damage insurance and builder's risk insurance, naming Landlord as an additional insured with limits and companies acceptable to Landlord, but in any event, with limits not less than those specified in Paragraph 11 hereof. During the course of any work, Landlord, through its agents and employees, may enter upon and inspect the Property for the purpose of observing that the work is proceeding in accordance with requirements of this Lease. All work, including additions, fixtures, and leasehold improvements, whether temporary or permanent in character, which are made or placed in or upon the Property by Tenant shall be the Landlord's property and shall remain on the Property at the termination of this Lease whether by lapse of time or otherwise, all without compensation or payment to Tenant. Notwithstanding the granting of Landlord's written consent to any such work, Tenant agrees that if Landlord so requests, Tenant will remove all or any part of such improvements before the termination of the Lease, and restore the former condition of the Property.

9. Maintenance and Repairs. During year round, Tenant shall, without cost to Landlord, keep and maintain the Property and Tenant's personal property and every part thereof in good and sanitary order, condition and repair, and shall repair all damage resulting from use, including willful action (whether proper or improper) or negligence, by Tenant, its employees, invitees, or any other persons suffered to be on the Property by Tenant, or by such action or negligence resulting from Tenant's failure to observe or perform any condition or covenant imposed upon Tenant by this Lease. It is understood that Landlord shall not be responsible for any maintenance or repairs of any nature whatsoever.

10. Surrender at End of Term. Tenant shall vacate the Property at the expiration or other termination of this Lease and shall remove all personal property, goods and effects not belonging to Landlord, and shall surrender possession of the Property to Landlord in substantially

the same condition in which the Property was received, reasonable wear and tear and damage by fire or other unavoidable casualty excepted.

11. Insurance. Tenant agrees to carry at its own expense, at all times during the Lease Term, liability insurance with limits of (a) at least One Million Dollars (\$1,000,000.00) for injury, including death, to any one person or to any one casualty, and (b) at least Five Hundred Thousand Dollars (\$500,000.00) for property damage, which insurance shall contain a special endorsement recognizing and insuring any liability accruing to Tenant under Paragraph 16 hereof. Tenant shall also provide all risk property insurance covering the amount of the full replacement value of the improvements on the Property. All such policies shall name Tenant and Landlord as parties insured and shall contain a provision that the same may not be canceled without giving Landlord at least thirty (30) days prior written notice (limited to ten (10) days prior notice for cancellation for nonpayment of premium). In addition, such policies or certificates evidencing that such policies are in effect shall be delivered to Landlord within thirty (30) days after Landlord's written request therefor and renewals of such certificates shall be delivered at least thirty (30) days prior to the expiration or cancellation of any such policies. Tenant shall also maintain and keep in force all employee compensation insurance required under Georgia's Worker's Compensation Act.

12. Taxes and Assessments. Tenant agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Tenant, or its leasehold interest in the Property, or become due and payable, and which create, may create, or appear to create a lien upon the Property or any portion thereof or Tenant's leasehold interest in the Property. The term "Governmental Charge" shall mean all federal, state, county, city or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims, or encumbrances relating to Tenant, the Property, or the Tenant's baseball activities.

13. Compliance with Laws. Tenant shall not use or occupy or permit the Property to be used or occupied, or do or permit anything to be done in or on the Property, in whole or in part, in a manner which would in any way violate the Lease or any certificate of occupancy affecting the Property, or make void or voidable any insurance then in force with respect thereto, or which may make it impossible to obtain any insurance required to be furnished by Tenant under this Lease, or which will constitute a public or private nuisance. Tenant shall not use or occupy or permit the Property to be used or occupied, in whole or in part, in a manner which may violate (and shall affirmatively comply with) any present or future, ordinary or extraordinary, foreseen or unforeseen, restrictive covenants, laws, regulations, ordinances or requirements of the federal, state, or municipal governments or of any other governmental, public or quasi-public authorities now existing or hereafter created, having jurisdiction over the Property, whether or not Landlord also is liable for compliance. Tenant shall indemnify and save Landlord harmless against liability arising under any such laws or regulations.

14. Eminent Domain. In case the whole or any part of the Property shall at any time during the Lease Term, or any extension thereof, be taken by any governmental authority or any

entity or person under the right of eminent domain, all of the damages which may be awarded for such taking shall be for the account of the Landlord.

(a) If the Property is reduced or damaged to an extent that it may not be effectively used for Tenant's purposes stated herein as a result of condemnation, Tenant may terminate this Lease by written notice to Landlord within thirty (30) days after the happening of such event and any unearned rent paid by Tenant shall be refunded. If Tenant does not exercise such privilege of termination, this Lease shall continue in full force and effect, subject to the provisions of Subparagraph 14(b) hereof.

(b) If the Property, though reduced or damaged as a result of condemnation, remains in such condition that it may be effectively used for the purposes hereof, this Lease shall continue in full force and effect and the monthly rental due under this Lease shall be adjusted to compensate Tenant for any loss sustained in area and usability.

15. Assignment and Sublease; Debt Deeds. Tenant shall not assign this Lease or sublet the Property to any person without the Landlord's prior written consent, which consent may be withheld in its sole discretion. Tenant shall not mortgage or pledge its leasehold interest in the Property as security for any debt or incur any encumbrance that could result in a lien or claim of lien against the Property.

16. Indemnification.

During the entire term of the Lease, the Tenant shall indemnify and hold harmless the Landlord against any and all claims, debts, demands, or obligations which may be made or alleged against the Landlord or against its title to the Property, arising out of, or in connection with, any alleged act or omission of the Tenant or any person claiming under, by, or through the Tenant. Such indemnification shall include Tenant's holding the Landlord harmless from any claim, suit, or demand arising out of Tenant's making any improvements to the Property. If it becomes necessary for the Landlord to defend any action seeking to impose any such liability, the Tenant shall also pay the Landlord all costs of court and attorneys' fees incurred by the Landlord in effecting such defense in addition to all other sums that the Landlord may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted. This paragraph shall survive the termination of this Lease.

17. Default.

(a) Tenant's Default. The occurrence of any one or more of the following events shall constitute a "Tenant's Default" of this Lease:

(i) If Tenant shall fail to make any monthly rental payment or any other payment required to be made by Tenant hereunder, and such failure shall remain uncured for more than ten (10) days after Landlord shall have given Tenant written notice thereof.

(ii) If Tenant shall fail to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant other than described in Subparagraph 17(a)(i) hereinabove, and such failure shall continue for a period of thirty (30) days after Landlord shall have given Tenant written notice thereof; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for cure of such default, then Tenant shall not be deemed to be in default if Tenant diligently and in good faith commences such cure within said thirty (30) day period and thereafter diligently and in good faith prosecutes such cure to completion.

(iii) If Tenant's principal agent is convicted of any offense involving unlawful conduct.

In the event of any such Tenant Default, Landlord may, at any time hereunder, with or without notice or demand, without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Tenant Default, proceed in the following manner: (i) terminate Tenant's right to possession of the Property by any lawful means, in which case Tenant's possession shall be terminated and Tenant shall immediately surrender possession of the Property to Landlord (Landlord's being permitted to forthwith re-enter the Property and repossess itself, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer, or other tort), or (ii) maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises, and Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease and applicable law, including the right to recover the rent as it becomes due hereunder.

(b) Landlord's Default. The occurrence of any one or more of the following events shall constitute a "Landlord Default" of this Lease:

(i) If Landlord shall breach, in any material respect, any representation or warranty made by Landlord in this Lease;

(ii) If Landlord shall fail to observe or perform, within any applicable time period provided therefor in this Lease, any of the covenants, conditions or provisions of this Lease to be observed or performed by Landlord;

(iii) If Landlord shall fail to observe or perform any of the covenants, conditions or provisions of this Lease, which failure is not addressed within the scope of clauses (i) or (ii) of this Subparagraph 17(b) and such failure shall continue for a period of thirty (30) days.

In the event of any such Landlord Default, Tenant shall be entitled to such rights and remedies as may be provided by applicable law.

18. Cancellation of Lease by Landlord by Reason of Tenant's Insolvency or Collection Efforts of Tenant's Creditors. If, at any time during the term of this Lease, the Tenant shall make

any assignment for the benefit of creditors or shall, in writing, admit insolvency or shall be decreed insolvent or bankrupt, or any proceeding is filed pursuant to any applicable Bankruptcy Act, voluntarily or involuntarily, in any court, federal or state, or if this Lease or any term hereby demised shall be levied upon or attempted to be levied upon as an asset or property right of the Tenant, then, in any such event, the Landlord may, at its election, terminate this Lease and the term then being enjoyed by the Tenant and each right and option granted or conferred upon the Tenant under these presents, subject only to such provisions of any Bankruptcy Act affording a bankruptcy court or any duly appointed trustee rights in the subject matter of this Lease. Exercise of such election shall be evidenced by written notice to that effect by registered or certified mail, served upon the assignee or receiver, trustee, or other person in charge of the estate or the liquidation of the property of the Tenant, as the case may be, but such termination shall not release or discharge any rental payable hereunder and then accrued or any other liability then accrued by reason of any agreement or covenant herein contained and on the part of the Tenant to be kept and performed.

19. Destruction of Property. If all or part of the Property shall be damaged by any casualty, Tenant shall restore the Premises to the reasonable equivalent of its prior condition (ordinary wear and tear excepted) to the extent of the insurance proceeds paid to Landlord and/or Tenant therefor. In the event insurance proceeds are not sufficient to restore the Premises, Tenant may elect either to (i) terminate the Lease by giving written notice to Landlord within thirty (30) days after the occurrence of the event causing the damage or destruction, or (ii) proceed to restore the Property with funds of its own. In the event Tenant is required or elects to restore the damaged Property, such restoration must commence within sixty (60) days of the casualty. If the damage or destruction shall render the Property unusable for the purpose stated herein, and Tenant initiates restoration as provided above, an abatement of rent shall be allowed from the date upon which such damage occurred until the date of completion of the repairs or restoration. Landlord or Landlord's representatives, agents, or employees, shall have the right without interference from Tenant or Tenant's representatives, agents, or employees, at all times upon reasonable notice appropriate under the circumstances (including telephonic notice) to examine and inspect any work, alteration, repair, maintenance, restoration, improvement, rebuilding, razing, demolition, or construction at the Property in order that Landlord may assure itself that the provisions of this Lease in respect to such work are being fully complied with.

20. Relationship Between Parties. Landlord and Tenant are not and shall not be considered joint venturers or partners, and neither shall have the power to bind or obligate the other except as set forth herein. This Agreement shall create the relationship of Landlord and Tenant between the parties hereto.

21. Notices. Until notified by the other to the contrary, all notices authorized or required to be given shall be sent by certified mail, addressed to the Landlord at Garden City City Hall, P. O. Box 7548, Garden City, Georgia 31418 (Attn: City Manager), and addressed to the Tenant at 5 Doe Tail Court, Savannah, Georgia 31406 (Attn: Brett Minick). Notices, demands and requests which shall be served by the United States registered or certified mail in the manner aforesaid shall be deemed received on the earlier of (a) the date of actual receipt or (b) the third

(3rd) calendar day after such notice, demand or request is mailed by United States registered or certified mail as aforesaid.

22. Brokers. Landlord and Tenant each represent to the other that he/it has dealt with no real estate broker in connection with this Lease. Landlord and Tenant each agree to indemnify the other and to hold each other harmless from and against all claims of any broker resulting from a breach by such party of this representation.

23. Involvement of Garden City Citizenry with CG Baseball. Twenty (20%) percent of the monthly enrolled membership for the CG Baseball activities shall be reserved for Garden City residents whom shall be given a standard twenty (20%) percent discount on membership fees and who may be given an additional fifty-five (55%) percent discount based on need as determined by criteria to be set by Landlord.

24. Signs and Advertisements. Tenant shall erect a sign of size and style approved by the Landlord in a conspicuous location at the Property denoting sponsorship of the CG Baseball's activities by both Landlord and Tenant. No signs of any type or nature shall be permitted on the Property unless signs have been approved by Landlord either separately or specifically noted as approved as part of approved plans. All program and marketing literature for the CG Baseball Project shall denote the contributions of both Landlord and Tenant.

25. Attorney's Fees. If any rent owing under this Lease is collected through an attorney, Tenant agrees to pay ten (10%) percent thereof as attorney's fees.

26. Inspection. Tenant shall allow the Landlord's authorized representative access to the Property at all reasonable hours for the purpose of examining and inspecting the Property, for the purpose necessary or connected with the performance of Landlord's obligations herein, or in the exercise of Landlord's governmental functions. Landlord shall be given by Tenant a set of keys to the gate and any buildings on the Premises to exercise its inspection rights hereunder.

28. Miscellaneous:

(a) All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by, the respective heirs, personal representatives, successors, and assigns of Landlord and Tenant to the same extent as if each such heir, successor, and assign were named as a party hereto.

(b) All rights, remedies, powers, and privileges conferred under this Lease on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

(c) Time is of the essence of this Lease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Lease.

(d) This Lease shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia.

(e) This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

(f) Should any term, condition or provision hereof be deemed or declared invalid or unenforceable by reason of any law or decision or governmental regulation of any kind or nature whatsoever, by court decree or otherwise, such invalidity or unenforceability shall not affect or impair the validity and enforceability of the remaining terms, conditions, and provisions hereof.

(g) The use of headings, captions, and numbers in this Lease is solely for the convenience of identifying and indexing the various paragraphs and shall in no event be considered otherwise in construing or interpreting any provision in this Lease.

(h) This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto caused these presents to be executed in their corporate names by their duly authorized officers or officials and their seals affixed, as of this ____ day of _____, 2019.

Landlord:
GARDEN CITY, GEORGIA

By: _____
Ron Feldner, City Manager

Attest: _____
Rhonda Ferrell-Bowles, City Clerk

[SEAL]

Signed, sealed and delivered
this ____ day of _____, 2019,
in the presence of:

Witness

[SIGNATURES CONTINUE ON NEXT PAGE]

Tenant:
CG BASEBALL, LLC

By: _____
Brett Minick, Manager

Signed, sealed and delivered
this _____ day of _____, 2019,
in the presence of:

Witness

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, wish to purchase a 0.023 acre portion of the Old Dean Forest Road right-of-way owned by Dean Forest Partners, LP, in proximity to the intersection of Dean Forest Road and Prosperity Drive (part of Chatham County, Georgia, Tax Parcel Number 5-0988-04-013) as shown on the attached Exhibit A, which is needed to permit a future traffic signal at said intersection through the Georgia Department of Transportation; and,

WHEREAS, the City has been able to reach an agreement with Dean Forest Partners, LP, on all of the terms and conditions of the sale/purchase, said agreement being embodied in the sales contract which is attached hereto as Exhibit B; and,

WHEREAS, the Mayor and Council wish to authorize the City Manager to execute and perform the agreement on the City's behalf;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the City proceed with acquiring that certain parcel measuring 0.023 acres, more or less, constituting a portion of the Old Dean Forest Road right-of-way located in proximity of the intersection of Chatham Parkway and Prosperity Drive in Garden City, Georgia (part of Chatham County, Georgia, Tax Parcel Number 5-0988-04-013), by authorizing the City Manager to execute the sales contract attached hereto as Exhibit 1 on behalf of the City; to execute and deliver any and all documents or agreements reasonably required to consummate the transaction; and to do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the transaction contemplated therein.

ADOPTED BY the Mayor and Council of Garden City, Georgia, this 16th day of September, 2019.

MAYOR AND COUNCIL FOR GARDEN CITY,
GEORGIA

By: _____
Don Bethune, Mayor

Attest: _____
Rhonda-Ferrell Bowles, Clerk of Council

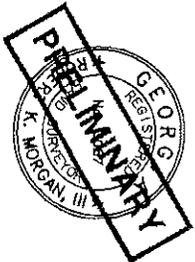
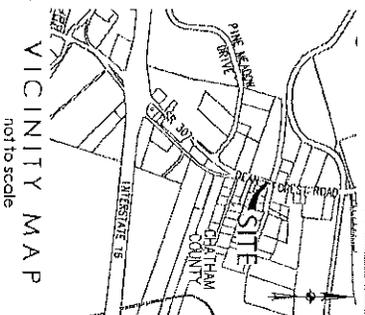
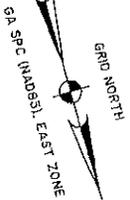
EXHIBIT A

N/F
INTERNATIONAL BROTHERHOOD OF
IRON SHIP BUILDERS, STEVEDORERS,
FOREMANS AND HELPER'S FOREST
CITY LOCAL NO. 25
PIN 3-0989-04-009
DB 12-P, PAGE 725

SURVEYOR'S CERTIFICATION
THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OR PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.G.C.A. SECTION IS-6-57.

N/F
SAVANNAH ECONOMIC DEVELOPMENT AUTHORITY
PIN 3-0988-04-029
SMB 26-S, PAGE 40
DB 242-L, PAGE 193

N/F
GEORGIA PORTS AUTHORITY
PIN 5-1010-03-004
SMB 26-S, PAGE 40
DB 237-L, PAGE 267



ROBERT K. MORGAN, III
GEORGIA REGISTERED LAND SURVEYOR
R/S #3027 / L/SF #145
mrg3027@thomasmhutton.com

LEGEND

- IRON PIPE (FOUND)
- IRON PIPE (SET)
- PROPERTY LINE (SUBJECT)
- PROPERTY LINE (ADJACENT)

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	182.59'	117.58'	N 19°27'15" E	17.56'	3°23'00"
C2	284.79'	130.52'	S 12°24'45" W	130.51'	2°39'24"

LINE	BEARING	LENGTH
L1	N 50°54'17" W	191.77'

- NOTES**
- FIELD EQUIPMENT USED FOR THIS SURVEY: 5" TOTAL STATION
 - THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE RATIO OF 1 FOOT IN 32,216 FEET OR BETTER, AN ANGULAR ERROR OF 2 PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE METHOD.
 - ALL CORNERS MARKED WITH 3/4" IRON PIPE, 24" LONG WITH CAP STAMPED "TH" UNLESS OTHERWISE NOTED.
 - THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 289,922 FEET.
 - COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON GEORGIA STATE PLANE COORDINATE SYSTEM (NAD83), EAST ZONE, AUGUST 16, 2010. THE PROPERTY SHOWN ON THIS PLAT LIES IN FLOOD HAZARD ZONE X.
 - WETLANDS THAT MAY EXIST UNDER THE JURISDICTION OF THE CORP. OF ENGINEERS AND/OR THE DEPARTMENT OF NATURAL RESOURCES. LOT OWNERS AND THE DEVELOPER ARE SUBJECT TO PENALTY BY LAW FOR DISTURBANCE TO THESE PROTECTED AREAS WITHOUT PROPER PERMIT AND APPROVAL.
 - THE POSITION OF UNDERGROUND UTILITIES SHOWN ON THIS DRAWING IS BASED UPON THE LOCATION OF SURFACE APPEARANCES AND/OR SURFACE MARKINGS AND SHOULD BE CONSIDERED APPROXIMATE.

- REFERENCES**
- GEORGIA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY PLANS DATED MARCH 3, 1973, PROJECT M-402601.
 - SUBDIVISION PLAT OF TRACTS 1-4 OF THE AM WALL DART TRACT, SMB 26-S, PG 40.
 - BOUNDARY SURVEY OF 0.091 ACRES, BEING THE LANDS OF YELANE S. ECKSTEN, PREPARED BY THOMAS & HUTTON, DATED 6-24-12.
 - RIGHT OF WAY VACATION PLAT OF A PORTION OF OLD DEAN FOREST ROAD, PREPARED FOR DEAN FOREST PARTNERS, LP, PREPARED BY THOMAS & HUTTON, DATED APRIL 24, 2013.

RIGHT OF WAY ACQUISITION PLAT
**A PORTION OF
DEAN FOREST
PARTNERS, LP**
PIN: 5-0988-04-013
CITY OF POOLER, 8th C.M. DISTRICT,
CHATTAHAM COUNTY, GEORGIA
prepared for
THE GEORGIA DEPT. OF TRANSPORTATION

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
50 Park of Commerce Way
Savannah, GA 31405
(912) 912.234.5300
www.thomasmhutton.com

pk1
07/01/19
JBL
drawn
RKM
reviewed
field
06/29/19
JD
crew

1 INCH = 60 FEET
SHEET 1 OF 1

EXHIBIT B

STATE OF GEORGIA)
COUNTY OF CHATHAM)

AGREEMENT FOR PURCHASE AND SALE
OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY (“Agreement”) is made and entered into this ____ day of June, 2019, by and between DEAN FOREST PARTNERS, LP, a Georgia limited partnership, of 128 West Liberty Street, Savannah, Georgia 31401 (the “Seller”), and GARDEN CITY, GEORGIA, a Georgia municipal corporation with its City Hall located at 100 Central Avenue in Garden City, Georgia 31405 (the “Purchaser”), for the purchase and sale of a 0.0023-acre portion of the part of the Old Dean Forest Road right-of-way in Pooler, Chatham County, Georgia, which Seller acquired through (i) a warranty deed (as to 0.091 acres) dated September 10, 2012, from Melanie G Eckstein, as sole Trustee under an Agreement dated March 28, 1986, for the benefit of Melanie G. Eckstein, filed for record and recorded on September 13, 2012, in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Deed Book 380, Folio 878, and (ii) a quitclaim deed (as to 0.534 acres) dated August 6, 2014, from the Georgia Department of Transportation, filed for record and recorded on August 22, 2014, in the aforesaid Clerk’s Office in Deed Book 398-N, Folio 723, said 0.0023-acre portion being shown on the diagram attached hereto as Exhibit “A” and to be better defined by the survey to be performed pursuant to Paragraph 10(c) hereof, together with all rights, privileges, easements, benefits, and agreement appurtenant to said 0.0023 acre tract (collectively, the “Property”).

WITNESSETH:

WHEREAS, Seller has offered to sell the Property to Purchaser and Purchaser has offered to purchase the Property from Seller; and,

WHEREAS, the parties desire to provide for said purchase and sale on the terms and conditions hereinafter set forth.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, for and in consideration of the mutual promises herein contained together with the receipt of the payments as provided in paragraph 2 hereof, the receipt and adequacy whereof are hereby acknowledged, the parties agree as follows, to wit:

1. Sale and Purchase. Seller shall sell the Property to Purchaser on the terms and conditions contained in this Agreement and Purchaser shall purchase the Property from Seller on the terms and conditions contained in this Agreement.

2. Purchase Price and Terms of Payment. The purchase price to be paid by Purchaser to Seller for the Property (hereinafter referred to as the “Purchase Price”) shall be Twenty-Five Thousand and 00/100’s (\$25,000.00) Dollars.

The Purchase Price shall be paid as follows:

(a) The sum of Five Hundred and No/100 (\$500.00) Dollars shall be due and payable from Purchaser as earnest money (the "Earnest Money") within three (3) business days of the Effective Date (defined in Subparagraph 23(l)) of this Agreement. The Earnest Money shall be deposited with the Escrow Agent hereinafter named in an IOLTA trust account for which no interest shall accrue to either party (the "Escrow Account").

(b) The balance of the Purchase Price, subject to the price adjustments and prorations as herein provided, shall be due and payable at the below-defined Closing.

(d) All payments are to be in current funds which shall be defined to include cash, wired funds, or a check drawn on a national bank located in the State of Georgia, all in United States currency.

3. Closing.

(a) The consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Subparagraph 3(b) below (the "Closing") shall occur within thirty (30) days from the expiration of the below-defined Inspection Period ("Closing Date") subject to the satisfaction or waiver of all conditions to Closing set forth herein. Purchaser shall notify Seller of the exact date, time and place of the Closing not less than five (5) days prior to the date of Closing. The Closing Date may be extended by mutual agreement of the parties or pursuant to the provisions of this Agreement.

(b) At Closing, Purchaser shall tender the Purchase Price subject to the price adjustments and prorations as herein provided, less the Earnest Money, together with all closing costs for which it is responsible pursuant hereto, and the following documents (the "Closing Documents") shall be executed by the applicable party to close the subject sale/purchase transaction:

(i) Certificates restating and reaffirming the representations of Seller and Purchaser pursuant to Paragraph 6 hereof, with such changes as shall be necessary to make such representations true, complete, and accurate in all material respects as of the date and time of Closing;

(ii) A Limited Warranty Deed with its effective date left blank, conveying fee simple title to the Property pursuant to the legal description derived from the below-defined Survey to Purchaser, free and clear of all liens, encumbrances, easements, and restrictions, except for the below-defined Permitted Exceptions;

(iii) A title affidavit executed by Seller containing the minimum representations reasonably required in order to issue an owner's title insurance

policy insuring Purchaser's fee simple title to the Property free of exceptions for (i) the rights of parties in possession and parties claiming rights in the Property, except parties claiming under the Permitted Exceptions, (ii) mechanics' and materialmen's liens arising through Seller, (iii) unrecorded easements arising through Seller, and (iv) brokerage liens arising through Seller;

(iv) Evidence of the power and authority of the individual(s) executing and delivering this Agreement and the instruments and certificates described herein on behalf of Seller to act for and bind Seller;

(v) A completed Form 1099S, or effective equivalent thereof, describing the sale of the Property with the effective date of the sale left blank;

(vi) An affidavit of residence or other appropriate evidence that Seller is exempt from the withholding requirements of O.C.G.A. § 48-7-128 (failing which Purchaser shall be fully authorized to withhold and pay to the appropriate taxing authority the amount required to be withheld pursuant to Section 48-7-128);

(vii) An affidavit that Seller is not a "foreign person" as such term is defined in Section 144(f)(3) of the Internal Revenue Code of 1986, as amended;

(viii) A closing statement setting forth the source and disposition of the Purchase Price and all other funds transferred at Closing; and,

(ix) All other documents reasonably necessary to effect Closing and the sale/purchase transaction embodied herein.

4. Closing Costs. At the Closing, Seller and Purchaser shall respectively pay the following costs and expenses:

(a) Seller shall pay any costs and expenses incurred on its own in connection with this transaction including, without limitation, Seller's attorney fees and expenses.

(b) Purchaser shall pay (a) all recording and filing fees for all recordable instruments executed and delivered by Seller at the Closing pursuant to the terms hereof, (b) any title examination fees or charges incurred by Purchaser, (c) premiums for any owner's or lender's title insurance policy or policies obtained by Purchaser, (d) the cost for surveying the Property, and (e) the fees and expenses of Purchaser's attorneys.

5. Prorations.

(a) Taxes. All state, city and county ad valorem taxes due with respect to the Property for the calendar year of the Closing shall be prorated between Purchaser and Seller as of the Closing Date. If Closing shall occur before the tax rate or the assessed valuation of the

Property is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. Subsequent to Closing, when the tax rate and assessed valuation of the Property is fixed for the year in which the Closing occurs, the parties agree to adjust the proration of taxes and, if necessary, to refund or repay such sums as shall be necessary to effect such adjustment. Seller shall pay, at the Closing, all other assessments, whether due in installments or in a lump sum and whether special or general in nature, levied or assessed against the Property as of the Closing Date. The agreements of Seller and Purchaser set forth in this Subparagraph 5(a) shall survive the Closing.

(b) Non-Tax Matters. All rents, charges for utilities, including water and sewer, and for any utility services, maintenance services, maintenance and service contracts which are assigned to Purchaser at the Closing, and all other operating costs and expenses and all other income, costs and charges of every kind which in any manner relate to the operation of the Property shall be prorated as of midnight on the Closing Date. The foregoing provisions shall not apply to (a) any taxes, assessments or other payments which are directly payable by tenants under their leases, and (b) any contracts for maintenance and other services which are cancelable by Seller and which Purchaser does not elect to maintain in force.

6. Representations, Covenants, and Warranties of Seller.

(a) Seller hereby represents, covenants, and/or warrants as follows:

(i) Seller owns fee simple title to the Property, free and clear of all leases, encumbrances, restrictions and liens except as set forth in Paragraph 8 hereof, and no assessments have been made against said Property which are unpaid (except ad valorem taxes for the current year) whether or not they have become liens, and, except as otherwise provided in this Agreement, so long as this Agreement remains in force, Seller will not lease or convey any portion of the Property or any rights therein, nor enter into any agreements or amendments to agreements granting to any person or entity any rights with respect to the Property or any part thereof;

(ii) Seller has the right, power and authority to close the transaction herein described;

(iii) There is no pending litigation or dispute concerning the location of the lines and corners of the Property;

(iv) Seller has not generated, disposed of, released or found any hazardous substances or wastes on the Property and has received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released or found. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA or

any other federal, state, or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or wastes;

(v) Seller covenants and agrees with Purchaser that so long as this Agreement remains in full force and effect, it will not sell, assign, rent, lease, convey (absolutely or as security), or otherwise encumber or dispose of the Property (or any interest or estate therein) provided, however, that this covenant shall not prohibit any encumbrance which is satisfied or removed by Seller at or prior to Closing;

(vi) Seller has received no notice of, nor is she aware of, any pending, threatened, or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof. Seller shall, promptly upon receiving such notice or learning of any such contemplated or threatened action, give Purchaser written notice thereof;

(vii) Seller has entered into no agreement or lease, oral or written, not referred to herein, that will be binding upon Purchaser of the Property and neither the execution nor the consummation of this Agreement by Seller will result in a violation or breach of any contract or agreement to which the Seller is party. There are no judgments, claims, liens, actions or proceedings pending or, to the Seller's knowledge, threatened against or affecting the Seller or the Property, either at law or in equity in any court or before or by any governmental authority which would prevent consummation of the transactions contemplated herein and in accordance with the terms contained herein;

(viii) Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1954, as amended, and the Regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold any pay over to the Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such terms is defined in the Regulations issued under Internal Revenue Code Section 1445);

(ix) Except as evidenced in the real property records of Chatham County, Georgia, there is no agreement affecting or restricting the Property, including its usage and development, and so long as this Agreement is in force, Seller shall not enter into agreements affecting the Property without the prior written approval of Purchaser; and,

(x) Except as specifically set forth in this Agreement, Seller does not, by the execution and delivery of this Agreement, and, Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any

kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in the Agreement, Seller makes, and shall make, no express or implied warranty as to matters of title (other than Seller's limited warranty of title set forth in the Limited Warranty Deed to be delivered at Closing), zoning, tax consequences, physical or environmental condition (including, without limitation, laws, rules, regulations, orders and requirements pertaining to the use, handling, generation, treatment, storage or disposal of any toxic or hazardous waste or toxic, hazardous, or regulated substance), valuation, governmental approvals, governmental regulation or any other matter or thing relating to or affecting the Property (herein collectively called the "Disclaimed Matters"). Purchaser will conduct such inspections and investigations of the Property (including, but not limited to, the physical and environmental condition thereof) and rely upon same and, upon Closing, shall assume the risk that adverse matters, including, but not limited to, the Disclaimed Matters, may not have been revealed by Purchaser's inspections and investigations. Seller shall sell and convey to Purchaser, and Purchaser shall accept, the Property "As Is", "Where Is", and with all faults, and there are no oral agreements, warranties or representations, collateral to or affecting the Property by Seller or any third party. The terms and conditions of this Subparagraph shall expressly survive the consummation of the purchase and sale of the Property on the Closing Date, the delivery of the deed, and the payment of the Purchase Price, without regard to any limitations upon survival set forth in the Agreement.

(b) Seller shall promptly notify Purchaser in writing of any event of condition known to the party which occurs prior to Closing and which causes a material change in the facts relating to, or the truth of, any of the above representations and warranties. At Closing, Seller shall reaffirm and restate such representations and warranties, subject to disclosure of any changes in facts or circumstances which may have occurred since the date hereof.

(c) The provisions of this Paragraph 6 shall survive the Closing for a period of one (1) year.

7. Title Examinations and Objections.

(a) For the purpose of interpreting this Agreement, "Title Objection" and "Title Objections" mean any (i) deeds to secure debt, mortgages, deeds of trust, liens, financing statements, security interests ("Monetary Title Objections") or (ii) easements, leases, restrictive covenants, agreements, options, and other encumbrances ("Non-Monetary Title Objections") which impair or affect the Seller's title to the Property or the Seller's ability to convey good and marketable fee simple title to the Property, insurable at standard rates, without exception, other than Permitted Exceptions.

(b) The Purchaser may have Seller's title to the Property examined and give written notice to Seller on or before the expiration of the below-defined Inspection Period of any Title Objections disclosed by such examination. Thereafter, Purchaser may re-examine Seller's title to the Property at any time and from time to time up to and through the Closing Date and may give Seller written notice of any Title Objections which have arisen since the Effective Date of this Agreement disclosed by such re-examination. Monetary Title Objections shall be satisfied from the Purchase Price at Closing. Within five (5) days after receipt from Purchaser of written notice setting forth any Non-Monetary Title Objections, Seller will notify Purchaser whether Seller shall satisfy or correct said Non-Monetary Title Objections, on or before the Closing Date.

(c) In the event that Seller notifies Purchaser that Seller has elected not to cure or satisfy any such Non-Monetary Title Objection, then within ten (10) days after Purchaser's receipt of such notice, Purchaser shall by written notice to Seller elect one of the following:

(i) To waive such Non-Monetary Title Objection and to close the transaction in accordance with the terms of this Agreement; provided, however, that with respect to any Title Objection arising in breach of Seller's covenant under Paragraph 6 hereof, Purchaser may deposit in escrow with Purchaser's title insurer such amount as such title insurer shall reasonably estimate to be necessary to satisfy or remove such Title Objection, which amount shall be credited in reduction of the portion of the Purchase Price payable at Closing, and Seller shall thereafter diligently endeavor to have such Title Objection so satisfied or removed pursuant to the terms of an escrow agreement to be entered into at the Closing between Seller, Purchaser, and such title insurer.

(ii) To cancel this Agreement and to have the Earnest Money, as well as any portion of the Purchase Price paid to-date returned, to Purchaser, in which event neither Seller nor Purchaser shall have any further duties or obligations under this Agreement; provided; however, that if Purchaser elects to cancel this Agreement on account of the existence of any Title Objection arising in breach of Seller's covenant under Paragraph 6 hereof, Purchaser's cancellation shall be without prejudice to Purchaser's right to sue Seller for damages suffered or incurred by Purchaser as a result of Seller's breach of said Paragraph. In the event Purchaser fails to so notify Seller within said ten (10) day period, Purchaser shall be deemed to have elected to cancel this Agreement pursuant to this Subparagraph 7(c)(ii).

(d) If Purchaser fails to provide Seller with written notice of any title defect or breach of warranty prior to the expiration of the Inspection Period, Purchaser shall be deemed to have waived such defect or breach of warranty and shall be obligated to close the purchase transaction as contemplated herein, except for title defects or breaches of warranty that arise between the Effective Date of this Agreement and Closing.

8. Conveyance-Permitted Title Exceptions. Seller shall convey title to the Property to the Purchaser by Limited Warranty Deed, together with the easements, rights and

benefits pertaining to the Property, subject to the following Permitted Title Exceptions ("Permitted Title Exceptions"):

(a) All taxes for the year of closing and subsequent years, and assessments, whether or not they are of record;

(b) Applicable subdivision and zoning ordinances and all other restrictions and regulations imposed by governmental authorities;

(c) Any matters which would be disclosed by an accurate survey and inspection of the Property; and,

(d) All matters of record as of the date of this Agreement to which Purchaser has no objection, as well as those matters of record as of the date of this Agreement to which Purchaser has timely objected hereunder, but such objection has been waived pursuant to Paragraph 7(c)(i).

9. Escrow Agent.

(a) The Escrow Agent referred to above shall be Oliver Maner LLP.

(b) During the term of this Agreement, the Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

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

(d) If costs or expenses are incurred by the Escrow Agent in its capacity as Escrow Agent because of litigation or a dispute between Seller and Purchaser arising out of the holding of the Earnest Money in escrow, the non-prevailing party shall pay the Escrow Agent its reasonable costs and expenses. Except for such costs or expenses, no fee or charge shall be due or payable to the Escrow Agent for its services as escrow holder only.

(e) By joining herein, the Escrow Agent undertakes only to perform the duties and obligations imposed upon the Escrow Agent under the terms of this Agreement and expressly does not undertake to perform any of the other covenants, terms and provisions incumbent upon the Seller and Purchaser hereunder.

(f) Purchaser and Seller hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

(g) In the event Purchaser has the right to and elects to terminate this Agreement, Escrow Agent shall refund the Earnest Money upon receipt of notice of such termination; provided, however, if Seller disputes Purchaser's entitlement to a refund of the Earnest Money, Escrow Agent shall retain same subject to the terms and conditions set forth herein until receipt of joint instructions from the parties regarding the disposition of the Earnest Money. Notwithstanding anything in this paragraph to the contrary, if Escrow Agent receives notice of termination from Purchaser prior to the end of the Inspection Period, Escrow Agent shall and is hereby directed by Seller to refund the Earnest Money to Purchaser.

10. Access to and Examination of the Property.

(a) Between the Effective Date of this Agreement and the Closing Date, Purchaser and Purchaser's agents, employees, contractors, representatives, and other designees (herein collectively called "Purchaser's Designees") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, and conducting any other investigations, examinations, tests, and inspections as Purchaser may reasonably require to assess the condition of the Property; provided, however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees onto the Property or the other activities of Purchaser or Purchaser's Designees with respect to the Property ("Purchaser's Activities") shall not damage the Property in any manner whatsoever (except as reasonably necessary to complete Purchaser's Inspection as contemplated pursuant to this Paragraph, (ii) in the event the Property is altered or disturbed in any manner in connection with any Purchaser's Activities, Purchaser promptly return and restore the Property to substantially the condition existing prior to the Purchaser's Activities, and (iii) Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys fees and expenses and court costs) suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any Purchaser's Activities. Purchaser has investigated or will investigate prior to Closing, independent of any representations of Seller, all zoning, water, sewer, land elevation, availability of utilities, easements, encumbrances, and all user requirements including, but not limited to, governmental regulations, and act in this Agreement upon the results of its own investigation without relying upon any representation of Seller.

(b) Purchaser shall have until thirty (30) days after the Effective Date of this Agreement (herein called the "Inspection Period") to perform such investigations, examinations,

tests and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser. In the event that Purchaser shall determine that the Property is not suitable and satisfactory to it, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller on or before the expiration of the Inspection Period; in such event, Ten and 00/100's (10.00) Dollars of the Earnest Money shall be paid to Seller as consideration for Seller's execution of and entry into this Agreement and the remainder of the Earnest Money shall be refunded to Purchaser promptly upon request, and, except as expressly provided in the Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. The failure of the Purchaser to provide Seller such notice of termination shall be deemed a waiver of Purchaser's rights hereunder, and all Earnest Money will thereafter become non-refundable except (i) in the event of a default committed hereunder by the Seller, or (ii) unless otherwise expressly provided for herein to the contrary. Purchaser shall have the right to extend the Inspection Period for an additional thirty (30) days upon notice thereof prior to the expiration of the original Inspection Period and the payment of additional Earnest Money in the amount of Five Hundred and 00/100's (\$500.00) Dollars.

(c) Within thirty (30) days from the date hereof, Purchaser, at its cost and expense, may obtain and furnish the Seller a current certified survey (the "Survey") of the Property prepared by a licensed surveyor showing by metes and bounds the perimeter boundaries of the Property, uplands and wetlands, all easements affecting the Property, and the exact number of acres (computed to the nearest one hundredth of an acre) comprising the Property. Upon the Survey being approved by Seller (said approval not being unreasonably withheld), it shall replace the Exhibit "A" attached hereto, and Purchaser shall cause an accurate metes and bounds description of the Property to be drawn therefrom which shall constitute the description of the Property used in the closing documents.

(d) At Seller's request, Purchaser shall deliver copies of all reports and test results generated by its inspection of the Property to Seller in the event that the sale of the Property does not close. The reports and test results (as well as any information and documents that Seller delivered or caused to be delivered to Purchaser concerning the Property) shall be treated as strictly confidential by Purchaser and the same shall not be disclosed to any third party or governmental entity unless required by law or order of a court of competent jurisdiction; provided, however, that such results, information and documents, may be disclosed to Purchaser's consultants, attorneys and lenders, who shall be required by Purchaser to similarly treat such results, information and documents as strictly confidential.

(e) Within ten (10) days of the Effective Date of this Agreement, Seller shall deliver to Purchaser all material documents and information in Seller's possession with regard to the Property (herein called the "Due Diligence Materials"). The Due Diligence Materials shall be provided without any representation or warranty of any kind or nature whatsoever and are merely provided to Purchaser for Purchaser's informational purposes. Until Closing, Purchaser and Purchaser's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement,

regardless of the reason or the party at fault, Purchaser shall immediately re-deliver to Seller all copies of the Due Diligence Materials, whether such copies were actually delivered by Seller or are duplicate copies made by Purchaser or Purchaser's Designees.

11. Acceptance of Deed. The acceptance of the Limited Warranty Deed by Purchaser to the Property shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to perform pursuant to the provisions of this Agreement, excepting those matters which are expressly specified herein to survive Closing; those matters which are necessarily performed after Closing; and those matters which survive Closing by operation of law.

12. Possession. Exclusive possession of the Property shall be delivered by Seller to Purchaser at Closing together with the delivery of title.

13. Default.

(a) Seller's Default. In the event Seller defaults in the performance of any of her obligations hereunder or breaches any of its covenants hereunder, or in the event that any representation, warranty, or statement made by Seller hereunder is or becomes false or misleading in any material, adverse respect as of the Effective Date of this Agreement or the Closing Date, the Earnest Money shall be returned to Purchaser, without prejudice to any other rights or remedies of Purchaser hereunder. Purchaser shall have the right to seek specific performance of this Agreement against Seller in the event that Seller fails or refuses to perform any covenant or agreement of Seller hereunder and the right to sue for and receive monetary damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this Agreement unless such inability is caused by a defect in Seller's title to the Property which is not a Permitted Exception under this Agreement which arises solely by reason of an affirmative act of Seller.

(b) Purchaser's Default. If the Purchaser fails to perform any of the covenants of this Agreement, or fails to close on the Closing Date, Seller shall, as her sole remedy, retain the Earnest Money deposit as liquidated damages, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by Seller upon Purchaser's default, that the amount of the Earnest Money is a reasonable pre-estimate of Seller's probable loss, and that Seller's retention of the Earnest Money is intended not as a penalty, but as full liquidated damages. Upon Seller's exercising this right to retain liquidated damages, this Agreement shall thereafter become null and void and the Escrow Agent shall release the Earnest Money to Seller. The right to retain the Earnest Money as full liquidated damages is Seller's sole and exclusive remedy in the event of default hereunder by Purchaser, and Seller therefore waives and releases any right to (and hereby covenants that she shall not) sue Purchaser (a) for specific performance of this Agreement, or (b) to recover actual damages. In the event of default by Purchaser hereunder, Purchaser hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to seek or claim a refund of the Earnest Money (or any part thereof) on the grounds it is unreasonable in amount and exceeds Seller's actual damages or that

its retention by Seller constitutes a penalty and not agreed upon and reasonable liquidated damages.

14. Casualty.

(a) Risk of Loss. Until the purchase of the Property has been consummated on the Closing Date, all risk of loss of the Property (whether by exercise of the power of eminent domain or otherwise) shall belong to and borne by the Seller.

(b) Remedy. In the event of any damage to or destruction of the Property or any portion thereof which may impede, delay or interfere with Purchaser's planned development or intended use of the Property, the Purchaser shall, by written notice to Seller delivered within ten (10) business days of receiving written notice from Seller of such event, elect to: (i) terminate this Agreement and all of its obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall become null and void and no party shall have any right, duty or obligation under this Agreement; or (ii) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (i) of this Paragraph 14(b), then Seller shall on the Closing Date transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage or destruction. \

15. Time. Time is of the essence with respect to each to each provision of this Agreement which requires performance by either party within a specified time period.

16. Representations. This writing contains the parties' entire agreement and Purchaser acknowledges that no agent, representative, or salesman of Seller has made or has authority to make any agreements, statements, conditions, stipulations, representations, guaranties or warranties, either oral or written, modifying, adding to or changing the terms and conditions of this Agreement.

17. Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or courier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, or delivered by overnight courier such as FedEx, Airborne, etc., and addressed to each party at its address as listed below. Any such notices, requests or other communications shall be considered given or delivered, as the case may be, on the date of hand delivery, and on the date of delivery by either the United States certified or registered mail or overnight courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be the receipt of the notice, request, or other communication. By giving at least five (5) days' prior written notice thereof to the other parties hereto, a party hereto may from time to time and at any time change her, his or its mailing address hereunder.

PURCHASER: GARDEN CITY, GEORGIA
Ron Feldner, P.E., City Manager
100 Central Avenue
Garden City, Georgia 31405

With a copy to: James P. Gerard, Esquire
Oliver Maner LLP
218 West State Street
Savannah, Georgia 31401

SELLER: Dean Forest Partners, LP
128 West Liberty Street
Savannah, Georgia 31401
Attention: Albert M. Wall, III, General Partner

With a copy to: _____

ESCROW AGENT: Oliver Maner LLP
Attn: James P. Gerard
218 West State Street
Savannah, Georgia 31401
Facsimile: 912-236-8725

18. Assignment. Without the prior written consent of the Seller (which consent will not be unreasonably denied), Purchaser cannot assign this Purchase Agreement to a third party. Any assignment made by Purchaser without Seller's consent thereto, if required, shall be void. If Purchaser requests and Seller consents to an assignment, Purchaser will deliver a fully executed instrument of assignment to Seller, in form and substance satisfactory to Seller, at least ten (10) business days prior to Closing. No assignment shall relieve Purchaser from its obligations hereunder, and all representations, covenants and indemnities made by Purchaser hereunder also shall be made by Purchaser's assignee and, where applicable, shall survive the Closing.

19. Real Estate Broker. In connection with the transaction contemplated by this Agreement, the parties represent and warrant that they have not dealt with and consulted with any broker. Each party agrees to indemnify, defend, and save the other party harmless from and against any claim or demand made by any real estate broker, agent, or finder claiming to have dealt or consulted with it or any of its representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty and agreement contained in this paragraph shall survive the closing of the sale of the Property and the disbursement of the

proceeds of such sale.

20. Understandings and Agreements. Unless otherwise expressly specified herein to the contrary, all understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely expresses the parties' agreement, and the same is entered into after full investigation. Neither party is relying on any statement or representation made by the other not embodied in this Agreement. This Agreement may not be changed or terminated orally.

21. Like-Kind Exchange. In the event either Seller or Purchaser intends for this transaction to qualify as a "like-kind" exchange under section 1031 of the Internal Revenue Code, the other party agrees to cooperate with the exchanging party in arranging this transaction as to qualify as a "like-kind" exchange, including its assignment to a "qualified intermediary" pursuant to section 1031, at no cost or expense to the cooperating party. Notwithstanding the provisions of Paragraph 18, this Agreement may be assigned by the exchanging party to a "qualified intermediary" provided the cooperating party is given notice thereof at least ten (10) business days prior to the Closing Date.

22. Survival of Certain Provisions. The only terms, provisions, conditions or obligations which shall survive the Closing are those which are expressly specified herein to remain outstanding after Closing; those which are necessarily performed after Closing; and, those matters which shall survive Closing by operation of law.

23. Miscellaneous.

(a) This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

(b) If any date herein set forth for the performance of any obligation by Seller or Purchaser, or for the delivery of any instrument or notice as herein provided, should be a Saturday, Sunday, or legal holiday, the compliance with such obligation or delivery shall be deemed acceptable on the next day which is not a Saturday, Sunday, or legal holiday. As used herein, the term "legal holiday" means any state or federal holiday for which financial institutions or post offices are generally closed in the State of Georgia for observance thereof.

(c) In the event any legal proceeding should be brought to enforce the terms of this Agreement or for breach of any provision of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable costs and expenses of the prevailing party (including but not limited to its attorney's fees and disbursements).

(d) This Agreement shall apply to and bind the successors and permitted assigns of the respective parties.

(e) This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties or their respective successors or permitted assigns.

(f) The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

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

(h) This Agreement shall be construed in accordance with and governed by the laws of the State of Georgia.

(i) No failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by a party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

(j) Time is of the essence in complying with the terms of this Agreement.

(k) If any provision of this Agreement is to be held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised part of this Agreement; and, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(l) This Agreement shall be effective on the later of the date of Purchaser's and Seller's execution of this Agreement, as indicated on the signature Page (the "Effective Date").

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.

SELLER:

DEAN FOREST PARTNERS, LP

By: _____
Albert M. Wall, III, General Partner

By: _____
Ben B. Wall, Sr., General Partner

Date: _____

Witness

PURCHASER:

GARDEN CITY, GEORGIA

By: _____
Ron Feldner, P.E., City Manager

Date: _____

Witness

ESCROW AGENT:

OLIVER MANER LLP

By: _____
James P. Gerard, Partner

EXHIBIT "A"

DIAGRAM OF PROPERTY ATTACHED

AREA TO BE TRANSFERRED
0.0023 AC.

NORTH TRACT ROAD

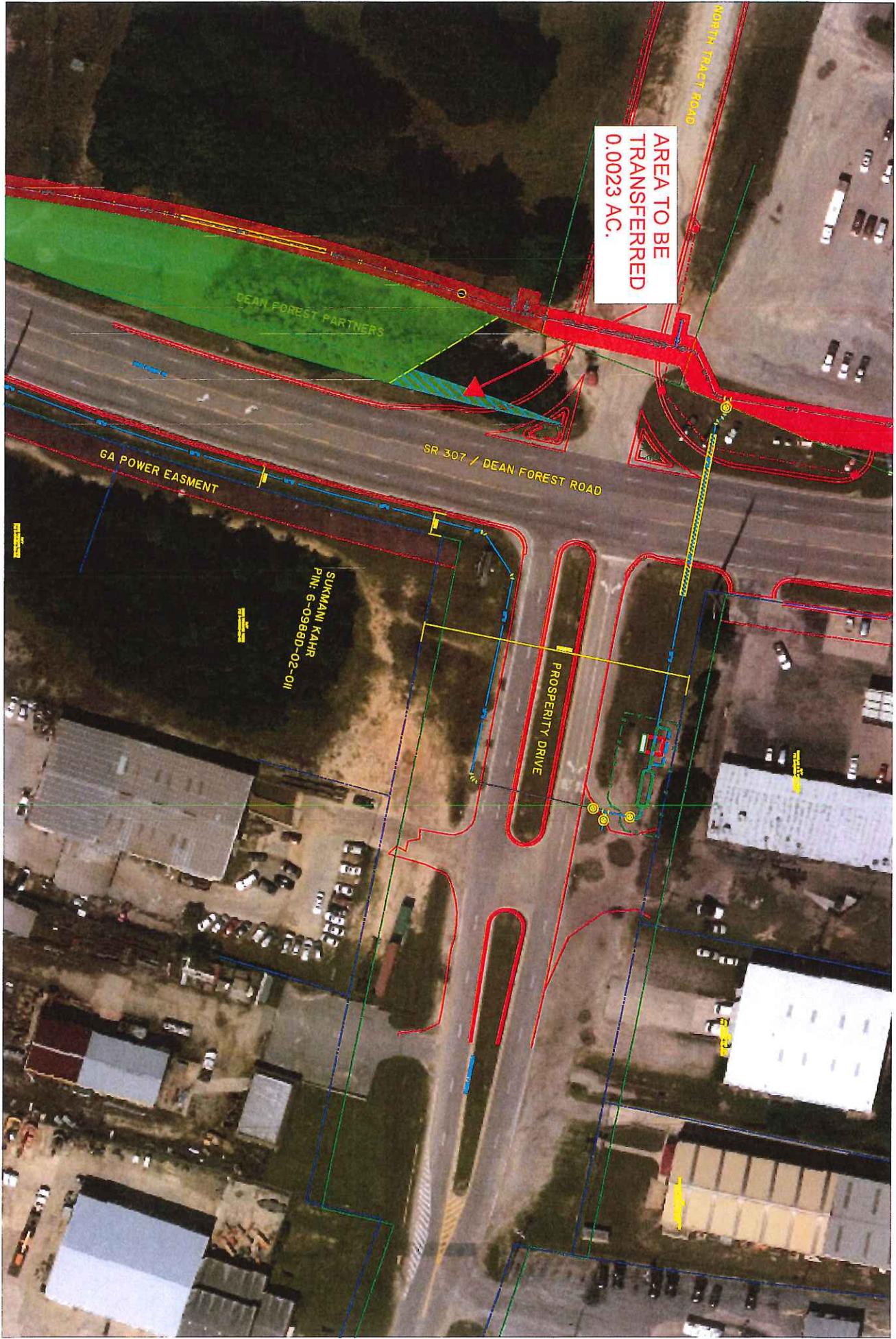
DEAN FOREST PARTNERS

SR 307 / DEAN FOREST ROAD

GA POWER EASMENT

SUKMANI KAHN
P.M. 6-0988D-02-011

PROSPERITY DRIVE



A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO AMEND ITS SERVICE CONTRACT WITH CLEARWATER SOLUTIONS, LLC, TO INCLUDE THE PROVISION OF DEVELOPMENT SERVICES TO BE PERFORMED BY QUALIFIED PERSONNEL; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE THE SERVICE CONTRACT AMENDMENT FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of amending its Professional Service Agreement with ClearWater Solutions, LLC, dated December 1, 2017, for the management, operation, and maintenance of the City's Water and Wastewater Operation Services for the purpose of adding to the service provider's responsibilities thereunder the furnishing of development services to be performed by qualified personnel under the direct supervision of the City's Building Inspector or a designated City employee; and,

WHEREAS, the recent increased level of commercial and industrial development in the City has warranted the need to procure the services of another building inspector; and,

WHEREAS, Clearwater Solutions, LLC, is well-qualified to provide such services, having a number of high-credentialed building inspectors on its staff; and,

WHEREAS, Article VI, Paragraph 1(a), of the City's Professional Services Agreement with Clearwater Solutions, LLC, provides for the parties to modify and enlarge the scope of services provided thereunder so as to include out-of-scope work provided that the Mayor and Council approve an amendment to the Agreement effecting such change; and,

WHEREAS, Clearwater Solutions, LLC, proposes that the terms of the amendment to the Professional Services Agreement for the additional development services include compensation for such services at \$60.00 per hour worked, with all office space, work transportation, and equipment being supplied by the City at no cost.

WHEREAS, the Mayor and Council find that the terms offered by Clearwater Solutions, LLC, to add development services to the scope of services furnished under the Professional Services Agreement are more than reasonable as to the quality of the services being furnished and the pricing thereof;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, and it is hereby resolved:

1. The Mayor and Council of Garden City, Georgia, shall amend the City's December 1, 2017, Professional Services Agreement with Clearwater Solutions, LLC, by adding to the services being provided thereunder the furnishing of development services to be performed by qualified personnel under the direct supervision of the City's Building Inspector or a designated City employee at the hourly rate of \$60.00, with all necessary work equipment, transportation, and office space being provided by the City.

2. The City Manager is hereby authorized to execute, on behalf of the City, an amendment to the above-mentioned Professional Services Agreement setting forth the above-stated terms and conditions for enlarging the scope of services being provided thereunder by Clearwater Solutions, LLC, to include the provision of development services.

The effective date of this Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 16th day of September, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 16th day of September, 2019.

DON BETHUNE, Mayor



Building communities. | Impacting lives.

SERVICE AGREEMENT
AMENDMENT #3
CLEARWATER SOLUTIONS, LLC AND CITY OF GARDEN CITY, GEORGIA

This amendment (the Amendment) is made to the Agreement by ClearWater Solutions, LLC and the City of Garden City, Georgia, parties to the Agreement (the Agreement) dated December 1, 2017.

The Agreement shall be amended as follows:

Article IV - Compensation

It is mutually understood and agreed upon by the parties that Article 1 - paragraph 3 shall be increased by an hourly rate of \$60 per hour for development services perform by a certified ICC Building Inspector. Said employee will work under the direct supervision of the city Building Inspector or supervision of a dedicated city employee. All necessary equipment (vehicle, office space, etc.) to perform these duties shall be provided by the city at no cost to CWS. The monthly CWS invoice, for the current contract, shall reflect services provided each month. CWS shall break out all building inspection service fees separately on each invoice.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

All other Service Agreement terms and conditions in the existing Agreement dated December 1, 2017 shall remain in full force and effect.

City of Garden City, GA

By: _____

Signature: _____

Title: _____

Date: _____

ClearWater Solutions, LLC

By: Rick Alcott

Signature: Rick Alcott

Title: President

Date: 8/21/19

GARDEN CITY RESOLUTION

WHEREAS, the City's Police Department is in the immediate need of purchasing a patrol vehicle to replace one of the three (3) patrol cars which have recently been permanently taken out of service as a result of damage sustained in a number of vehicular accidents; and,

WHEREAS, the purchasing of one replacement vehicle is essential in meeting the public safety needs of the Department; and,

WHEREAS, funding for the replacement vehicle is available from the \$33,847.48 which, in part, the City received in insurance proceeds for the vehicle losses and which, in part, the City recently realized upon auctioning a number of retired police cars previously declared surplus property by the City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the City Manager be authorized to sign a purchase contract or purchase order for a police patrol vehicle comparable to one of the vehicles which it is replacing after the Chief of Police has solicited bids for the purchase of such a vehicle and has selected the lowest and most responsible sales proposal with a sales price being within the range of pricing set forth in the Georgia Mandatory Statewide Contract for police vehicles established by the State Purchasing Division of the Georgia Department of Administrative Services;

BE IT FURTHER RESOLVED by the City Council of Garden City, Georgia, that the funding for the replacement police vehicle come from the \$33,847.48 which, in part, the City received in insurance proceeds for the recent loss of three (3) police vehicles and which, in part, City recently realized upon auctioning a number of surplus police vehicles, with any additional needed funding coming from the City's General Fund.

ADOPTED AND APPROVED this ____ day of September, 2019.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2019.

DON BETHUNE, Mayor