

A G E N D A

**City Council Teleconference Meeting
Monday, April 6, 2020 – 6:00 p.m.**

➤ **OPENING**

- Call to Order
- Invocation & Pledge of Allegiance
- Roll Call

➤ **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?

➤ CONDUCT PUBLIC HEARINGS:

- **Procedure:** In an effort to best manage this section of the meeting, any person that desires to address the City Council on the two public hearings items below must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak under the public hearing procedures and protocols outlined above.
- **Item 1 - City Hall Refinancing Public Hearing:** Receipt of public comment in connection with the refinancing of the City Hall 2020 Installment Agreement.
- **Item 2 - Alcoholic Beverage License Application:** Receipt of public comment on an application made by Nirav Sheth for an alcoholic beverage license to sell wines, beer and/or malt beverages at Aalia Sheth Investments LLC (DBA Garden City Texaco), 511 US Highway 80, Garden City.

➤ APPROVAL OF CITY COUNCIL MINUTES

- Consideration of City Council Minutes (3/16/20)

➤ ITEMS FOR CONSIDERATION

- **Resolution, Major Subdivision (Coastal Empire Habitat for Humanity - Spivey Avenue):** A resolution of the Mayor and Council to approve the preliminary plan for the subdivision of a portion of Farm Lot 9 of Sharon Park Farms in Garden City owned by the Coastal Empire Habitat for Humanity, Inc.
- **Resolution, McCraney Properties Development Agreement:** A resolution to authorize the City to enter into a development agreement with McCraney Property Company for the development of properties on the east side of Dean Forest Road between Prosperity Drive and Airport Park Drive; to authorize the City Manager to execute an agreement for said development.
- **Resolution, City Hall Refinancing 2020 Installment Agreement:** A resolution of the Mayor and Council to authorize the execution of installment sale agreement documents for the purpose of refinancing outstanding certificates of participation.
- **Resolution, FY2020 LMIG Program – Contract Award:** A resolution of the Mayor and Council to enter into a contract with Preferred Materials, Inc., in the bid amount of \$177,957.90, for the performance of all such road repair work constituting the FY2020 Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Program.
- **Alcoholic Beverage License Application:** Consideration by City Council of an alcoholic beverage license application made by Nirav Sheth to sell wines, beer and/or malt beverages at Aalia Sheth Investments LLC (DBA Garden City Texaco) 511 US Highway 80, Garden City.

➤ **RECEIPT OF INFORMAL PUBLIC COMMENT:**

- **Procedure:** In an effort to best manage this section of the meeting, any person that desires to address the City Council must sign up using the process outlined on the website where this meeting is advertised. Once recognized by the Mayor, the person will be allowed to speak in accordance with the Informal Public Comment – Speaker Protocols outlined below.

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.

➤ **ADJOURN**



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 02/26/2020

For the Year: 2020

Expires at December 31 of the above year.

Check type of License	License Fee
<input type="checkbox"/> Spirituous Liquors (package)	\$2,722.00
<input type="checkbox"/> Spirituous Liquors (by the drink)	\$2,722.00
<input checked="" type="checkbox"/> Beer and/or malt beverages	\$682.00
<input checked="" type="checkbox"/> Wines	\$236.00
<input checked="" type="checkbox"/> Advertising Cost	\$75.00

TOTAL: \$ 993 0611019

D/B/A - Garden City Texaco

- Name of (proposed) business: AAKASHETH INVESTMENTS LLC
- Location of business: 511 US Hwy 80
- Mailing address: 511 US Hwy 80
- Zoning District: _____
- Business phone: _____
- Emergency phone: _____
- Applicant Name: Nirav Sheth Age: _____
- Applicant's Home Address: 14 Reed Grass Ln
- Home Phone: 912 659-1582
- Ever held similar license? YES Year: _____
- Date of Birth: _____
- SSN: _____



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735

THIS PAGE FOR OFFICE USE ONLY

Application received by: Katie Draeger Date: 2/28/20

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK For license, SPD Date: 3/9/20

Separate report submitted to the City Administrator:

[Signature] Date: 3/10/20
Police Chief

Public Hearing held on: April 6, 2020

Date advertised in Savannah Morning News: March 13, 14, 15 - 2020

Action of Council: Approval Denial

License(s) Issued: _____ Date: _____

MINUTES
City Council Meeting
Monday, March 16, 2020 – 6:00 p.m.

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

Opening: Pastor Dale Simmons, Jasper Springs Baptist Church gave the invocation and Mayor Bethune led City Council in the pledge of allegiance to the flag.

Roll Call

Members: Mayor Don Bethune, Mayor Pro-tem Kicklighter, Councilmember Marcia Daniel, Councilmember Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice. Absent: Councilmember Bessie Kicklighter.

Informal Public Comment: Mayor Bethune opened the floor to receive public comment from the audience. There being no questions or comments, Mayor Bethune closed the informal public comment portion of the meeting.

Formal Public Comment

2020 Census Chatham County Counts Update: Ms. Lizann Roberts and Ms. Tara Jones with the Coastal Georgia Indicators Coalition gave an update on the complete count census activities.

Public Hearing

PC1929, Major Subdivision Request: Mayor Bethune opened the public hearing to receive comment on a request by Harold Tessendorf representing property owner Habitat Humanity for preliminary plan review for a major subdivision of Spivey Avenue residential development to be located at Spivey Avenue.

City Marshal gave an overview of the subdivision request. He stated that the Planning Commission recommended approval of the request.

Mr. Tessendorf, Executive Director of Habitat Humanity stated that this development is for four single family units. This will allow us to complete the CHIP grant for eight units. He stated that we already have four units in the Rossignol Hill community.

Mayor Bethune stated that Harold and I serve on the Chatham County Housing Coalition and we have a crisis in our area for affordable housing. Mr. Tessendorf stated that I look forward to growing our partnership to provide affordable housing.

There being no further questions or comments, Mayor Bethune closed the public hearing.

City Council Minutes: Councilmember Ruiz made a motion to approve the city council minutes dated 3/2/20 and the workshop synopsis dated 3/9/20. The motion was seconded by Councilmember Daniel and passed without opposition.

Staff Reports:

City Marshal presented the Planning Department's report for the month of February.

City Manager presented the Public Works Department's report for the month of February.

Chief of Police presented the Police Department's report for the month of February.

Fire Chief presented the Fire Department's report for the month of February.

City Manager's Updates & Announcements: City Manager stated that he had no updates or announcements to report.

Items for Consideration

Resolution, Georgia Environmental Protection Division (EPD) Consent Order: Clerk of Council read the heading of a resolution authorizing the City Manager to execute a Consent Order with the Environmental Protection Division of the Georgia Department of Natural Resources setting forth measures to be taken by the City to ensure compliance by the City's water system with the provisions of the Georgia Safe Drinking Act of 1977.

Councilmember Ruiz made a motion to adopt the resolution. The motion was seconded by Councilmember Tice and passed without opposition.

Resolution, City Hall Refinancing: Clerk of Council read the heading of a resolution of the Mayor and Council of the City of Garden City, Georgia authorizing, among other things, certain items relating to the refinancing of certain outstanding certificates of participation.

Councilmember Tice made a motion to adopt the resolution. The motion was seconded by Councilmember Daniel and passed without opposition.

Revised FY2020 Garden City Regulatory Fees Schedule: Consideration by the Mayor and Council to approve the revised FY2020 Garden City Regulatory Fees Schedule with an effective date of May 1, 2020.

Councilmember Ruiz made a motion to adopt the resolution. The motion was seconded by Councilmember Tice and passed without opposition.

Adjournment: There being no further items to discuss, Mayor Bethune called for a motion to adjourn the meeting. Upon motion by Councilmember Morris, seconded by Councilmember Tice, City Council adjourned the meeting at approximately 6:27 p.m.

Transcribed & submitted by: Clerk of Council

Accepted & approved by: City Council 4/6/20

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING THE PRELIMINARY PLAN FOR THE SUBDIVISION OF A PORTION OF FARM LOT 9 OF SHARON PARK FARMS IN GARDEN CITY, CHATHAM COUNTY, GEORGIA (BEING A PORTION OF TAX PARCEL IDENTIFICATION NO. 6-0825-02-001) OWNED BY THE COASTAL EMPIRE HABITAT FOR HUMANITY, INC.

WHEREAS, The Coastal Empire Habitat for Humanity, Inc. (the “Applicant”), wishes to develop a portion of Farm Lot 9 of Sharon Park Farms in Garden City, Georgia, which constitutes a portion of Chatham County, Georgia, Tax Parcel Number 6-0825-02-001 (the “Property”); and,

WHEREAS, Applicant has filed an application for approval of a preliminary plan (the “Preliminary Plan”) for the creation, through a property subdivision, of four developable lots which shall be accessed from Spivey Avenue via a privately maintained driveway to be located within a cul-de-sac to be constructed as an eastward extension of Spivey Avenue, and which lots shall have no access to and from Kessler Avenue to the North via a right-of-way or driveway which constitutes a portion of the above-mentioned tax parcel currently extending northward from the property being subdivided (as shown on the Preliminary Plan) to Kessler Avenue (the “Application”); and,

WHEREAS, Subsection 70-34(d)(1) of the Garden City Code requires the City’s Planning Commission to review and make recommendations to the Mayor and Council regarding a preliminary plan; and,

WHEREAS, Subsection 70-34(d)(2) of the Garden City Code also requires a public hearing regarding the approval of the preliminary plan; and,

WHEREAS, the specific approval criteria for a preliminary plan is set forth in Subsection 70-34(b) of the Garden City Code; and,

WHEREAS, on March 10, 2020, at 6:00 p.m. o’clock the City’s Planning Commission held a publicly noticed meeting on the Application and recommended that the Mayor and Council approve same; and,

WHEREAS, on March 16, 2020, at 6:00 p.m. o’clock, an advertised public hearing was held by the Mayor and Council on the Preliminary Plan; and,

WHEREAS, the Mayor and Council, upon reviewing the recommendations of the Planning Commission, hearing the statements of the staff and the public, and giving due consideration to the matter, finds and determines as provided below.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, as follows:

Section 1. The Mayor and Council of Garden City, Georgia, hereby finds and determines that the Application and the Preliminary Plan meet all of the applicable criteria set forth in the Garden City Code and is consistent with the City's Comprehensive Plan.

Section 2. The Mayor and Council of Garden City, Georgia, hereby approves the Application and the Preliminary Plan subject to the condition that the parcel being subdivided have access only to Spivey Avenue via a privately maintained driveway to be located within a cul-de-sac to be constructed as an eastward extension of Spivey Avenue as shown on the Preliminary Plat, and that such lots have no access to Kessler Avenue to the North via a right-of-way or driveway which constitutes a portion of Tax Parcel Number 6-0825-001 not subject to the subdivision which currently runs northward from the property being subdivided to Kessler Avenue.

Section 3. This Resolution shall take effect upon passage.

ADOPTED, this ____ day of April, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

RECEIVED AND APPROVED, this ___ day of April, 2020.

DON BETHUNE, Mayor

**A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO
ENTER INTO A DEVELOPMENT AGREEMENT WITH MCCRANEY
PROPERTY COMPANY FOR THE DEVELOPMENT OF PROPERTIES ON
THE EAST SIDE OF DEAN FOREST ROAD BETWEEN PROSPERITY
DRIVE AND AIRPORT PARK DRIVE; TO AUTHORIZE THE CITY'S
CITY MANAGER TO EXECUTE AN AGREEMENT FOR SAID
DEVELOPMENT; AND FOR OTHER PURPOSES.**

WHEREAS, McCraney Property Company, a Florida corporation (the Developer”), has entered a Purchase and Sale Agreement with LEG/MEG 270 Dean Forest, LLC, dated January 1, 2019 (the “Sales Contract”) for the purchase/sale of approximately 264 acres located East of Dean Forest Road between US Highway 80 and Interstate 16, East of the eastern terminus of Prosperity Drive on portions of the Lovell Company Tract (Parcels Z, X-1, X-3, X-4, X-7, X-8, parts of X-5, X-6, and the remaining part of Parcel X) collectively having a Chatham County, Georgia, Tax Parcel Identification Number of 6-930-01-002, and being more particularly described in Exhibit “A” which is attached hereto (the “Property”);

WHEREAS, the Developer desires to develop the Property for industrial warehousing purposes in compliance with the laws and regulations of the City, and further desires to ensure that its development of the Property will be afforded the necessary water, sewer, road, and road intersection improvements (including a traffic signal at the intersection of Prosperity Drive and Dean Forest Road); and,

WHEREAS, the Developer and the City have had negotiations relative to the manner and method by which the City’s public improvements will be developed (including financed) to accommodate the Property as well as adjacent and nearby industrial properties on the East side of Dean Forest Road between Prosperity Drive and Airport Drive (the Prosperity Drive/Airport Park Drive Area); and,

WHEREAS, the City finds development agreements as an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and roadway infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, in order to accomplish the above-stated purposes, the City and the Developer have negotiated an agreement for the purpose of setting forth their respective commitments with respect to contributing to the design and construction of the above-mentioned public improvements for the industrial development of the Property as well as the Prosperity Drive/Airport Drive Area within which the Property is located, a copy of said Agreement being attached hereto as Exhibit “B;” and,

WHEREAS, the Agreement obligates the Developer to fund, among other items, (a) \$2,000,000.00 of the costs for constructing the necessary off-site public water and wastewater infrastructure; (b) all of the costs associated with making the necessary improvements to Prosperity Drive to accommodate the Developer's use and development of the Property; and (c) all costs for making whatever improvements to the Dean Forest Road/Prosperity Drive intersection as well as Dean Forest Road are required by the Georgia Department of Transportation as conditions for the installation of a traffic signal at said intersection (the City having agreed to contribute up to \$250,000.00 towards the cost of installing the signal, with the Developer paying the balance); and,

WHEREAS, the Mayor and Council deems it in the best interests of the City to approve the Development Agreement subject to whatever fine-tuning of terms the City Manager and the City Attorney deem necessary, and to further authorize the City Manager to execute the final draft of the Agreement and administer the performance of same on the City's behalf;

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AND IT IS HEREBY RESOLVED that the Development Agreement attached hereto as Exhibit "B" is hereby approved subject to whatever fine-tuning of terms the City Manager and City Attorney deem necessary, and the City Manager is hereby authorized to (a) execute same on behalf of the City, (b) execute and deliver any and all documents or agreements reasonably required to consummate the transactions outlined therein; and (c) 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 terms thereof.

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

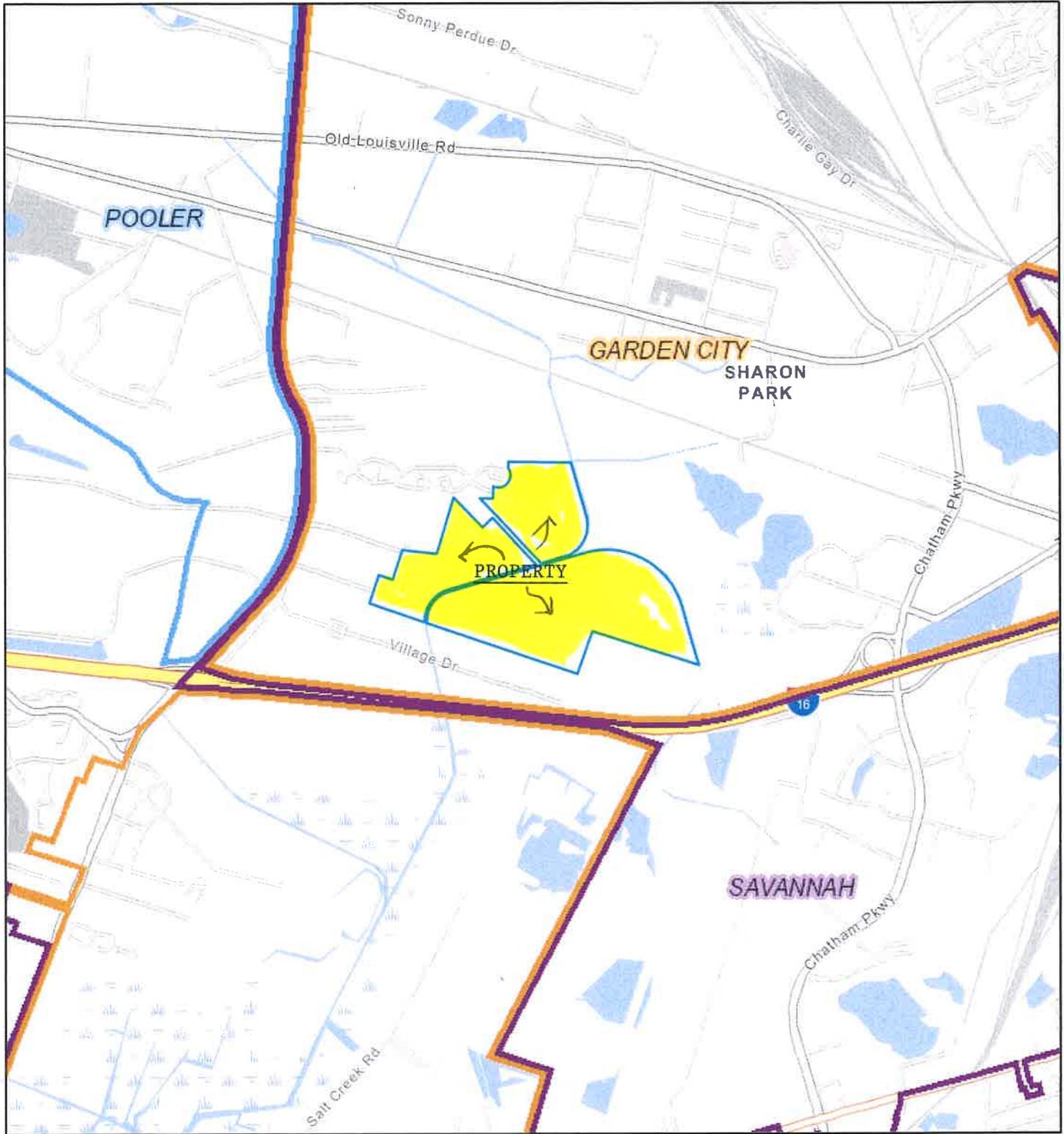
SO RESOLVED this 6th day of April, 2020.

RHONDA FERRELL-BOWLES,
Clerk of Council

Received and approved this 6th day of April, 2020.

DON BETHUNE, Mayor

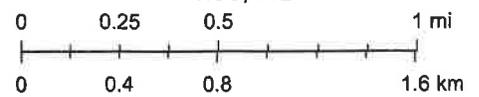
EXHIBIT "A"



4/2/2020, 7:24:57 AM

1:36,112

- | | |
|--|---|
| Municipal Boundary | THUNDERBOLT |
| BLOOMINGDALE | TYBEE ISLAND |
| GARDEN CITY | VERNONBURG |
| POOLER | UNINCORPORATED |
| PORT WENTWORTH | Parcels Outline |
| SAVANNAH | |



SAGIS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date (as defined below) by and between **McCraney Property Company**, a Florida corporation, hereinafter referred to as the "Developer", and **Garden City, Georgia**, a Georgia municipal corporation, hereinafter referred to as the "City" (each being referred to as a "Party" to the Agreement).

RECITALS

WHEREAS, Developer has entered a Purchase and Sale Agreement with LEG/MEG 270 Dean Forest, LLC, dated January 1, 2019 (the "Sales Contract") for the purchase/sale of approximately 264 acres located East of Dean Forest Road between US Highway 80 and Interstate 16, East of the eastern terminus of Prosperity Drive on portions of the Lovell Company Tract (Parcels Z, X-1, X-3, X-4, X-7, X-8, parts of X-5, X-6, and the remaining part of Parcel X) collectively having a Chatham County, Georgia, Tax Parcel Identification Number of 6-930-01-002, and being more particularly described in Exhibit "A" which is attached hereto and made a part hereof (the "Property");

WHEREAS, Developer desires to develop the Property for industrial warehousing purposes in compliance with the laws and regulations of the City, and further desires to ensure that its development of the Property will be afforded the necessary water, sewer, road, and road intersection improvements (including a traffic signal at the intersection of Prosperity Drive and Dean Forest Road); and,

WHEREAS, Developer and the City desire to presently arrive at an agreement relative to the manner and method by which the City's public improvements will be developed (including financed) to accommodate the Property as well as adjacent and nearby industrial properties on the East side of Dean Forest Road between Prosperity Drive and Airport Park Drive (the Prosperity Drive/Airport Park Drive Area); and,

WHEREAS, the City finds development agreements as an appropriate way of establishing land use controls, providing for the construction of appropriate and necessary utility and road way infrastructure, encouraging orderly economic growth, protecting the environment, and promoting the welfare of present and future citizens of the area;

WHEREAS, in order to accomplish the above-stated purposes, the parties desire to enter into this Agreement for the purpose of setting forth their respective commitments with respect to contributing to the design and construction of the above-mentioned public improvements for the industrial development of the Property as well as the Prosperity Drive/Airport Park Drive Area within which the Property is located.

NOW THEREFORE, for and in consideration of the above-stated recitals, which are made a part of this Agreement, the benefits described below, plus the mutual promises expressed herein, the sufficiency of which is hereby acknowledged by the parties, the parties hereby contract, covenant and agree as follows:

ARTICLE 1

PURPOSE, AUTHORITY, TERM AND BENEFITS

1.01 Authority. Authority for Developer and the City to enter into this Agreement exists under Section 1.12 (39) of the City Charter. The approval of this Agreement is subject to and contingent upon the compliance of the Property with all land use and development standards and requirements set forth in the City Code.

1.02 Project Defined. The Developer's Project to be benefited by this Agreement includes an industrial warehousing development which will include the subdivision of the Property, the construction of off-site and on-site water and sewer utilities and road infrastructure improvements to be dedicated and conveyed to the City, and other infrastructure adequate for the development of the Project consistent with this Agreement (the "Project"). The Project is anticipated to include multiple phases for platting and construction purposes.

1.03 Benefits. This Agreement provides the City's commitment to timely facilitate the installation/construction of water/sewer and road infrastructure for the Property pursuant to the terms and conditions specified below. The City's execution of this Agreement constitutes a valid and binding obligation of the City under the laws of the State of Georgia. Developer's execution of this Agreement constitutes a valid and binding obligation of the Developer.

1.04 Term. The term of the Agreement will commence on the Effective Date and continue for 180 days, unless Developer sends the City notice of termination of the Sales Contract or acquires title to Phase I of the Property as defined in the Sales Contract, measuring 152 acres, more or less, and delivers a copy of the recorded deed to the City within said 180-day period. If Developer acquires title to Phase I of the Property and delivers a copy of the recorded deed to the City within said 180 days, then the Agreement shall bind and run with the Property in perpetuity from the Effective Date unless amended. If Developer sends the City a notice of termination of the Sales Contract, this Agreement will be null and void, with neither party having any rights or obligation with respect to the other party with the exception that Developer shall reimburse the City for any incurred design fees associated with the Phase 3 work as defined in Section 3.01(a)(i) (on-site water and sewer design) since such work would have no use to the City in the future.

1.05 Control of Development. Developer intends to develop the Property in a manner which results in the enhancement of the tax base of the City. Notwithstanding any provision of the City Code to the contrary, the timing and sequences of the development of the Property will be based on market demand and conditions and will be completed as and when Developer, in its sole discretion, determines it to be economically feasible.

ARTICLE 2

DEVELOPMENT STANDARDS AND REVIEW PROCEDURES

2.01 Generally. Except as may be provided in this Agreement, all development applications and development of the Property will comply with the City Code. If there is any conflict between the terms of this Agreement and the City Code, the specific terms of this Agreement will control. If requested by the City, the Developer will attend up to three (3) meetings with City staff and Prosperity Area business owners/operators to discuss the details of the development as it pertains to infrastructure issues addressed in this Agreement.

ARTICLE 3

WATER AND WASTEWATER SERVICE

3.01 Conditions for Connections by the Property to the City Utility Systems.

(a) The Parties acknowledge that the City cannot deliver water and wastewater services to the Property unless certain agreed upon off-site and on-site water and wastewater improvements are completed as described herein. The improvements shall be constructed in the following three (3) phases in accordance with City approved plans and specifications prepared by Thomas and Hutton Engineers of Savannah, Georgia:

(i) **Phase 1** work will include a connection being made to the existing City Savannah I&D 24-inch water main located on the West side of Dean Forest Road (SR 307) near the intersection with Prosperity Drive. The work includes the installation of a master meter and associated appurtenances, at the Savannah connection, the installation of a new 30-inch steel casing with 18-inch water main running from such meter under Dean Forest Road (subject to the City's obtaining a crossing permit from the Georgia Department of Transportation), via jack and bore method, to a point on eastern right-of way line of Dean Forest Road. The City shall negotiate an agreement with the City of Savannah to make available to the City up to 250,000 gallons per day of potable water supply through said master water meter, and certain future additional capacities to meet the City's water demands, in return for the City's funding a pro-rata share of capital improvements to Savannah's Water Treatment Plant.

(ii) **Phase 2** work will include the extension of the above-mentioned 18-inch water main running from the eastern right-of-line of Dean Forest Road eastward along Prosperity Drive to a point where Prosperity Drive intersects the western Boundary line of the Phase 1 portion of the Property as defined herein.

(iii) **Phase 3** work will include the extension of the above-mentioned 18-inch water line from the western boundary line of the Property throughout the Property as well as approximately 4,500 linear feet of on-site water mains, as well as either an on-site pumping station and force main or an on-site gravity sewer system to be used in conjunction with the existing Prosperity Drive pump station in its present state or any upgraded state.

(b) The City shall perform design and permitting services for all water and sewer project phases. The City shall perform all construction activities associated with Phase 1 and Phase 2 work under a construction contract which may also include the installation of the Prosperity Drive road improvements as described in Article 4 of this Agreement. In accordance with Section 4.03(b) below, Developer may install onsite utilities (Phase 3) and perform road improvements (Prosperity Drive) in the event that Developer is able to secure better pricing than the City on certain work elements. The Developer shall perform all construction activities associated with Phase 3 work independent of the aforementioned City contract unless both parties mutually agree to let the same contractor perform all of the construction work described herein. Furthermore, both parties agree that additional utility installation and/or road improvement work associated with Phases 1, 2, and 3 and Prosperity Drive may be performed in conjunction with the aforementioned work in an effort to secure the most cost effective pricing. In the event that the Developer does not proceed with the Project as outlined herein, the Developer shall reimburse the City for its expenditure of engineering design fees for the Phase 3 work (estimated at \$92,000).

(c) Any upgrades to the City's Prosperity Drive pump station and force main deemed necessary to serve the initial wastewater needs of the Property shall be designed and constructed by the City, with any new development projects triggering these improvements paying their equitable share any and all upgrade costs exceeding One Hundred Thousand (\$100,000.00) Dollars. Future expansions of said pump station and force main shall be subject to and contingent upon the City obtaining all necessary regulatory and permitting approvals, and will be financed by the City in any way it sees fit, which will result in a cost recovery fee to be shared by all the users of such pump station and force main on an equitable basis via a proportionate share fee or similar cost allocation mechanism.

(d) GEFA Loan Funding Portions of Phase 1, 2, & 3 Work.

(i) The City shall advance the construction, engineering and construction interest costs for all Phase 1 and Phase 2 work, as well as the engineering design fees associated with the Phase 3 work, up to, and not to exceed, Two Million (\$2,000,000.00) which shall be funded by a loan (the "Loan") from the Georgia Environmental Finance Authority ("GEFA"). If the aggregate of construction costs associated with the Phase 1 & 2 work and the engineering costs associated with the Phase 3 work exceed \$2,000,000, the construction costs associated with the Phase 1 & 2 work will take precedence over the engineering costs associated with the Phase 3 work for the purpose of being eligible for funding by the GEFA loan. To assist in the pay back of the GEFA loan, a one-time Garden City Water Tap Fee of currently \$500 per residential equivalent unit (or REU) and a one-time Garden City Sewer Tap Fee of currently \$650 per REU, as defined by City ordinance from time to time, will be charged to all future customers connecting to the water and/or sewer infrastructure being installed pursuant to this Agreement from certain properties located on Prosperity Drive, Airport Park Drive, and Old Dean Forest Road identified as the "Prosperity Drive Utility Service Area" on the attached Exhibit "B" which is incorporated herein by reference and made a part hereof. In addition, in the event that the City's Mayor and Council adopt an ordinance imposing a water and/or sewer utility availability fee via the imposition of a monthly water and sewer base charge billing mechanism to all customers that will be granted access to the water and sewer infrastructure

being constructed pursuant to this Agreement, but who may elect not to physically connect the City's water and/or sewer systems, such fees will also be reconciled annually and used to reduce the balance due on the GEFA Loan.

(ii) The actual amount of the GEFA Loan shall be based on the final project construction costs for the Phase 1 work and the Phase 2 work as well as the Phase 3 design work, not to exceed \$2,000,000. The total principal and interest amount to be paid for the GEFA Loan has been established to be approximately \$2,293,403 with a total of \$2,000,000 being borrowed at an interest rate of 1.44% with a 20-year term under GEFA's Georgia Fund Program. Based on this loan data, the estimated total monthly debt service payments are calculated to be approximately \$115,150 per year (or approximately \$9,596 per month). To the extent that the collection of water base charges, water tap fees, and utility availability fees (if enacted by City ordinance) from customers within the Prosperity Drive Service Area, combined with the monthly debt service payments made by the Developer, is insufficient to pay loan payments to GEFA, the Developer shall guaranty the payment of any shortfall pursuant to the terms of a City- prepared guaranty agreement which shall be secured by an unconditional, irrevocable Letter of Credit (LOC) issued and pledged to the City for the full balance owed on the GEFA Loan by a City/GEFA approved financial institution in accordance with terms acceptable to the City and to GEFA. Developer's guaranty and the amount of the LOC will be reduced each year by the amount that the collection of the above-stated fees during the prior year reduces the outstanding principal of the GEFA Loan as described in more detail below.

(iii) The Developer's guaranteed shortfall payments shall be made as follows: In Year 1, the City will establish the monthly debt service payment schedule based on the loan documentation, and invoice the Developer monthly the debt service payment amount owed (estimated at \$9,596 per month) which shall be timely remitted by the Developer to City and then used by the City to make the monthly debt service payment to GEFA. Beginning in Year 2 and continuing each year thereafter, the City will reconcile the customer water base charges, water tap fees and/or water utility availability fees (if enacted by City ordinance) collected for the prior year and recalculate the monthly debt service payment schedule for the Developer such that the monthly utility bills reflect the adjusted debt service amount owed for that year. The City will utilize the collected revenues collected from the prior year, combined with the adjusted debt service payments made by the Developer, to cover the total debt service payment amount (estimated at \$9,596) owed each month. In the event Developer does not remit payment of its monthly utility bill that includes the debt service payment amount as described herein by the designated date included in the bill, the City shall notify the Developer that unless the default is cured within ten (10) calendar days of such notice, the City will draw upon the entire Letter of Credit (LOC) to cover the debt service payment owed and will thereafter hold the proceeds in an interest-bearing escrow account to cover any future shortfalls. Upon final payment of the GEFA Loan, City will pay over to Developer whatever remains in said escrow account.

(e) Developer shall fund all costs associated with the City's performance of Phase 1 and Phase 2 construction work and the Phase 3 design work provided that such costs do not exceed Two Million (\$2,000,000.00) Dollars. Developer shall also pay construction costs associated with

all Phase 3 work. In funding such costs for Phase 3, Developer shall use traditional financing sources with the understanding that such costs will not be funded by the City through the GEFA Loan or otherwise.

(f) At Developer's sole cost, Thomas and Hutton Engineers shall perform all inspections in connection with Developer's performance of the Phase 3 work to ensure conformance to the City's requirements regarding location, size and depth of lines, capacity and arrangement of any lift stations and quality of construction. Developer shall provide to the City a statement from said engineering firm certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, and lift station equipment and other related materials and work meet the City's applicable specifications and standards. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, and compaction.

(g) Upon completion of water and sewer utility line facilities, including any lift stations built by the Developer (or other developers to which the Developer has sold a portion of the Property) in accordance with the City's design and construction standards, such facilities will be dedicated to the City, and the City will accept responsibility via formal acceptance by the City Council for the maintenance and operation thereof to the extent they are located in public rights of way, easements, or on land owned by it in fee simple, and upon such acceptance the City will provide water supply and accept sewage for treatment subject to all environmental standards imposed by any regulatory authority or ordinance of the City. The Developer shall make reasonable accommodations on its final plat via dedicated utility easements to facilitate future connection of adjacent parcels to the City water and sewer facilities. Developer shall not extend the water or sewer lines beyond the boundaries of the Property unless otherwise approved upon in writing by the City.

(h) Developer shall hold the City harmless for any claims and damages due to its work associated with the tie-on to the City's water and sewer lines other than claims and damages resulting from the City's own negligence or intentional misconduct.

3.02 Service Fees for Utilities Furnished to Property.

(a) The City shall waive the Developer's water and sewer system connection fees (i.e. Garden City Water and Sewer Tap Fees) for the Project and until as such time as the GEFA Loan is paid off. Following pay off of the GEFA Loan, the Developer (or the future owner/assignee) will be required to pay applicable connection fees associated with any future site construction.

(b) The City shall waive the Developer's monthly water base charge fees until as such time as the GEFA Loan is paid off. However, the Developer shall pay the consumption component of the monthly water bill the same as any other customer in the service area as required by applicable City ordinances. Once the GEFA Loan is paid off, the Developer (or the future owner/assignee) will be required to pay a monthly water base charge fee the same as any other customer within the service area as required by applicable City ordinances.

(d) Developer shall pay to the City of Savannah capital cost recovery fees (CCR) of \$1,380 per equivalent residential unit (ERU) for water service being provided by Savannah, or as designated by Savannah in the executed Municipal Water Agreement between Garden City and Savannah.

(e) There may be future cost recovery requirements applicable to the Property for any future City expansion and upgrade of the City's utility systems for any increased costs incurred by the City in meeting applicable requirements as established by the Georgia Environmental Protection Division as required in applicable City ordinances.

3.03 Future Extensions of Developer's Water and Sewer Improvements ("Phase 4 Work"). Developer shall cooperate in the City's efforts to extend, at the City's sole cost, the Developer's water and sewer improvements constructed as part of Phase 1 and Phase 2 work pursuant to this Agreement by installing a 16-inch water line that would connect to the 18-inch Prosperity Drive water line at its exit from the City-installed metering station and run as follows:

(a) South along the western boundary lines of the properties abutting the eastern right of way of SR 307 to a point on the Airport Park Drive right-of-way; thence East through a reduced 10-inch water line along the Airport Park Drive right-of-way until reaching the current eastern terminus of Airport Park Drive (or the point where the water line loop connection will be installed); thence North along the western boundary line of the Property (or the point where the water line loop connection will be installed) to a point on the Prosperity Drive 18-inch waterline constructed as part of the Phase 2 Work.

(b) The Developer's cooperation shall include conveying to the City whatever easements are necessary (if requested by the City) to potentially run the above-mentioned 10-inch line along and within the western boundary line of the Property, and assisting in securing easements from owners of parcels along the Airport Park Drive right-of-way for the installation of the portion of the 10-inch line which runs along the right-of-way. The City shall have sole discretion as to whether or not to extend the Developer's water and sewer improvements as outlined herein (the Phase 4 work") which shall be based on whether the extension would be financially feasible/profitable to the City in terms of construction costs (installation, wetland mitigation, etc.), and future customer revenues along Airport Park Drive as well as properties to the South of the Airport Park Drive and SR 307 intersection.

ARTICLE 4

PROSPERITY DRIVE IMPROVEMENTS

4.01 Onsite Roads. The City shall accept dedication of Developer's onsite roads located on the Property via formal City Council action provided that they are constructed to the City's applicable standards as provided in the City Code, and provided that Developer posts a performance bond issued by a surety company reasonably acceptable to the City in a sufficient amount to ensure the maintenance of the roads and the Phase 3 utilities constructed by the Developer for a period of not less than five (5) years after completion. The City's demand for a five-year bond is due to the presence of extensive wetland and floodplain areas onsite and the

anticipated challenges that will be encountered by the road contractor during construction of the various roadways as a result.

4.02 Traffic Light at Intersection of Dean Forest Road and Prosperity Drive. At its sole cost and expense, the City shall seek approval from the Georgia Department of Transportation (“GDOT”) for the installation of a traffic light at the intersection of Dean Forest Road and Prosperity Drive. Whether or not the installation of the signal is permitted shall be within the sole discretion of GDOT in conjunction with the applicable criteria in effect at the time the permit is applied for. If the permit application for the traffic light is approved by GDOT, the City will pay for only the cost of the traffic signal installation to the extent such cost does not exceed \$250,000, with Developer paying the excess installation costs over \$250,000 and all of the costs relating to intersection improvements including, but not limited to, (i) the cost of the City’s acquiring from Dean Forest Partners LLP for the (not to exceed) amount of \$30,000 that certain spike-shaped parcel measuring 0.023 acres, constituting a portion of the Old Dean Forest Road right-of-way at said intersection (part of Chatham County Tax Parcel Number 5-0988-04-013), which acquisition GDOT has made as a condition precedent to issuing a permit for the traffic light, and (ii) any improvements to the East side of Dean Forest Road (SR 307), and the West side of Dean Forest Road (SR 307) in connection with the future development of North Truck Access Road, which GDOT may require.

4.03 Improvements to Prosperity Drive.

(a) Developer Funding; City Construction. The Developer shall be responsible for the design and permitting of all necessary improvements to Prosperity Drive as a result of Developer’s intended use and development of the Property, such improvements to include the construction of a center turn lane (where required), associated drainage systems, and the re-establishment of existing driveway connections using Thomas and Hutton Engineers, unless the two parties mutually agree on a different design concept. Upon approving the final plans, specifications, and contract documents for the road improvements after receipt of same from the Developer and the design engineer, the City shall proceed to construct the Prosperity Drive road improvements at Developer’s sole cost. If reasonably achievable, the City shall solicit competitive bids or proposals on one contract combining the Prosperity Drive road improvement work and the Phase 1 & 2 utility work as one project. The City will enter into a contract with the lowest, most responsive bidder to construct the necessary road and the Phase 1 and 2 utility improvements and will then oversee the construction using the design engineer’s personnel. Within five (5) days after a construction budget is approved by the City, contractor, and the Developer, the Developer shall deposit the amount budgeted for the Prosperity Drive road improvements portion of this project with a mutually appointed third party escrow agent which will hold such funds in an escrow account and issue payments thereon pursuant to the terms and provisions of the above-mentioned contract and an escrow agreement to be drafted by the City and approved by the Developer.

(b) Alternative for Developer Construction. Notwithstanding the provisions of Paragraph 4.03(a) above, in the event that Developer can secure better pricing on the Prosperity Drive road improvements than the City, it may, subject to the City’s approval (said approval not being unreasonably withheld) perform the Prosperity Drive Road Improvements at its own cost (with no escrow account necessary) with a contractor selected by the Developer to construct the Phase 3

utility work. If such approval is granted, Developer shall use Thomas and Hutton Engineers to provide engineering inspection during the road improvement work to ensure the contractor's conformance to the approved plans and specifications for the road improvements; moreover, the City shall have free access to the construction to perform additional inspections. In addition, the Developer shall provide the City a certificate of insurance which (a) verifies that the Developer and its contractor have obtained insurance policies issued by insurance companies licensed to conduct business in Georgia which provide the City with adequate coverage for personnel injury, including death, claims for property damage arising out of the work being performed on the City owned by the Developer and the Developer's contractor, and for the contractual liability imposed upon Developer herein, (b) names the City as an additional insured as to whom the required coverages herein are in force and applicable and for whom a defense will be provided as to all such coverages, (c) requires that the City be notified 30 days in advance of cancellation of the policies, and (d) indicates the existence of comprehensive liability coverage, automobile liability coverage, and umbrella coverage in amounts established by the City Manager. The Developer shall further defend, indemnify, and hold the City whole and harmless from all costs, liabilities, and claims for damages of any kind arising out of Developer's construction of the Prosperity Drive road improvements, or out of any activity undertaken by it or its contractor in or near the right-of-way, whether or not the act or omission complained of is authorized, allowed, or prohibited (such indemnification excepting claims solely caused by the City's negligence). Developer further agrees that it will not bring, nor cause to be brought, any action, suit, or other proceeding claiming damages, or seeking any other relief against the City for any claim arising out of Developer's construction of the Prosperity Drive road improvements, or out of any activity undertaken by it or its contractor in or near the right-of-way, whether or not the act or omission complained of is authorized, allowed, or prohibited. Upon the Developer's completion of the Prosperity Road improvements, and the satisfactory inspection of same by Thomas and Hutton Engineers, with respect to the road improvements' materials, workmanship, quality of construction and compliance with applicable plans, specifications, building codes, and ordinances, Developer shall warrant that the road improvements will be free of construction and material defects for a period of five (5) years from the date of such inspection. Any failure of the road improvements due to faulty construction or material defect during the warranty period shall be repaired or replaced by the Developer's contractor (or the Developer should it fail to cause the contractor to provide the required warranty) at its sole expense. The Developer (or the Developer's contractor at the Developer's direction) shall provide a letter of credit (LOC) or a performance bond to secure the foregoing warranty in an amount equal to the estimated value of the road improvements, and in a form approved by the City. Any bond shall be issued by a surety licensed to write surety bonds in the State of Georgia and the bond shall remain in effect for a period of not less than five (5) years.

ARTICLE 5

ASSIGNMENT OF COMMITMENTS AND OBLIGATIONS; SUCCESSORS

5.01 Assignment of Developer Rights. Developer may assign in whole or part its right and obligations under this Agreement to persons purchasing all of the Property or a part of the Property but not to an individual purchaser of lots within a recorded final plat. In the event Developer assigns all of its respective rights under this Agreement in conjunction with the conveyance of any unplatted portion of the Property, a written assignment of said rights must be

recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia in order to be effective. This Agreement may be assigned by Developer without the consent of the City to any Developer-affiliated or related entity and Developer will be released from its obligations under this Agreement upon delivery of a notice of assignment to the City. Any assignment of Developer's rights and obligations hereunder to an entity that is not affiliated with or related to Developer will not release Developer of its obligations under this Agreement for the assigned portion of the Property until the City has approved the written assignment; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

5.02 Lot Conveyance Not an Assignment. The mere conveyance of a lot or any portion of the Property without a written assignment of the rights of the Developer shall not be sufficient to constitute an assignment of the rights or obligations of Developer hereunder, unless specifically provided herein.

5.03 Agreement Binding on Assigns. This Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchaser. In the event of an assignment of fee ownership, in whole or in part, of the Property by the Developer, only the grantees and assignees and then current owners of any portion of the Property so assigned shall be liable under this Agreement for any subsequent default occurring after the conveyance and affecting only the portion or portions of the Property so assigned. Any reference to Developer or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

ARTICLE 6

DEFAULT AND NOTICE

6.01 Notice and Opportunity to Cure. If either Party defaults in its obligations under this Agreement, the other Party must, prior to exercising a remedy available to that Party due to the default, give written notice to the defaulting Party, specifying the nature of the alleged default and the manner in which it can be satisfactorily cured, and extend to the defaulting party ten (10) days from the receipt of the notice to cure the default.

6.02 Remedies for Default. Whether in contract or tort or otherwise, Developer agrees to waive all claims to damages and other remedies including lost profits, delay damages or for any special incidental, liquidated or consequential loss or damage of any nature arising at any time or from any cause, whatsoever, provided, however, Developer may enforce this Agreement through specific enforcement if available. City hereby waives all claims against Developer for any special or consequential damages arising in connection with this Agreement.

6.03 Enforcement. The Parties may enforce this Agreement by any proceeding at law or equity except that the City is not waiving its right to sovereign immunity outside of enforcement of this Agreement and subject to the remedies herein nor may this paragraph 6.03 be interpreted as or otherwise construed to be a waiver. Failure of either Party to enforce this Agreement shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

6.04 Litigation. In the event of any third-party lawsuit or other claim to the validity of this Agreement or any actions taken by the Parties hereunder, Developer and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The City's participation in the defense of such lawsuit is expressly conditioned on budgetary appropriations for such action by the Mayor and Council. The filing of any third-party lawsuit relating to this Agreement or the development of the Project will not delay, stop, or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction.

6.05 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the earlier of (i) actual receipt by mail, Federal Express or other delivery services, fax, e-mail or hand-delivery; (ii) three (3) business days after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Developer or the City, as the case may be, at the following addresses; or (iii) one (1) business day after being sent by e-mail.

Any notice mailed to the City shall be addressed:

Garden City, Georgia
Attention: Ron Feldner, City Manager
Garden City City Hall
100 Central Avenue
Garden City, Georgia 31405

Any notice mailed to Developer shall be addressed:

McCraney Property Company
Attention: Steven E. McCraney
2257 Vista Parkway, Suite 15
West Palm Beach, Florida 33411

Any Party may change the address for notice to it by giving notice of such change in accordance with provisions of this paragraph.

ARTICLE 7

PROPERTY AND MORTGAGEE OBLIGATIONS

7.01 Mortgagee Protection. This Agreement shall not affect the right of Developer to encumber all or any portion of the Property by mortgage, deed of trust, or other instrument to secure financing for the Property, subject to the terms and provisions of paragraph 7.01. The City understands that a lender providing financing of the development of the Property ("Lender") may require interpretations of or modifications to this Agreement and agrees to not unreasonably refuse

to cooperate with Developer and its Lender's representatives in connection with any requests for interpretations or modifications so long as such modifications are not substantially inconsistent with the terms of this Agreement. The City agrees not to unreasonably condition, withhold or delay its approval of any requested interpretation or modification if the interpretation or modification is consistent with the intent and purposes of this Agreement. The City further agrees as follows:

(a) Neither entering into this Agreement, nor any breach of this Agreement, will result in the imposition of any lien or encumbrance upon all of any portion of the Property.

(b) The City will, upon written request of a Lender given to the City by certified mail, return receipt requested, at the address provided in paragraph 6.05, provide the Lender with a copy of any written notice of default given to Developer under this Agreement within ten (10) days of the date such notice is given to Developer.

(c) Upon default by Developer under this Agreement, a Lender may, but will not be obligated to, promptly cure any default during any cure period extended to Developer, either under this Agreement or under the notice of default.

(d) Any Lender who comes into possession of any portion of the Property foreclosure or deed in lieu of foreclosure will take such Property subject to the terms of this Agreement. No Lender will be liable for any defaults, or monetary obligations of Developer arising prior to the Lender's acquisition of title, but a Lender will not be entitled to obtain any permits or approvals with respect to the Property until all delinquent fees and other obligations of Developer under this Agreement that relate to the Property have been paid or performed.

7.02 Certificate of Compliance. Within thirty (30) days of written request by either Party given to the other Party requesting a statement of compliance with this Agreement, the other Party will execute and deliver to the requesting Party a statement certifying that:

(a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of each modification;

(b) there are no current uncured defaults under this Agreement, or specifying the date and nature of each default; and,

(c) any other information that may be reasonably requested. The City Manager will be authorized to execute any requested certificate on behalf of the City.

ARTICLE 8

MISCELLANEOUS

8.01 Multiple Originals. The parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

8.02 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

8.03 Recordation. A copy of this Agreement will be recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect. This Agreement is performable in Chatham County, Georgia.

8.05 Termination or Amendment by Agreement. This Agreement may only be amended or terminated as to any or all of the Property at any time by mutual written consent of the City and Developer, except that Developer may terminate this Agreement by sending the City a notice of termination prior to closing upon its purchase of Phase I of the Property (as defined in the Sales Contract), or may be terminated or amended only as to a portion of the Property by the mutual consent of the City and Developer of only the portion of the Property affected by the amendment or termination. Upon termination, the City and the Developer shall execute and record a written termination of this Agreement in the Office of the Clerk of the Superior Court of Chatham County, Georgia.

8.06 No Oral or Implied Waiver. The Parties may waive any of their respective rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

8.07 No Impact Fees. Developer, its successors and assigns, agree that the various fees pertaining to project cost recovery and other fees contained in this Agreement are not Development Impact Fees as that term is defined in O.C.G.A. § 36-71-2(8) and that in imposing these fees, the City is not required to comply with the requirements of O.C.G.A. § 36-71-1 through 36-71-13. As part of the consideration for this Agreement, Developer hereby waives any claim whatsoever that any payment under this Agreement is a development impact fee.

8.08 Compliance with Laws. Developer shall comply with all existing and future ordinances of the City relating to connection to and use of the water and sanitary sewer systems of the City, provided that Developer shall not be liable for any connection fees other than those set forth in this Agreement. Nothing in this Agreement shall limit the right of the City to impose other fees or to create special tax districts to enable the City to recover all costs incurred in providing sewer, water, and other services to the Property, provided that such charges must be reasonable in relation to the cost of providing services to the Property.

8.09 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary right in any person or entity who is not a Party, unless expressly otherwise provided herein.

8.10. Effective Date. This Agreement, except Articles 2, 3, and 4, is legally effective and enforceable upon the execution of the Agreement by both parties. Articles 2, 3, and 4, of this Agreement will become legally effective and binding on the parties only upon Developer acquiring title to Phase 1 of the Property (as defined in the Sales Contract) and Developer delivering to the City a copy of the deed recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, that conveys such title to Developer.

IN WITNESS WHEREOF, Developer has executed these presents under seal, and the City has caused these presents to be executed by its proper officials, with its seal affixed, this the _____ day of _____, 2019.

EXECUTED IN THE PRESENCE OF:

Garden City, Georgia

Witness

By: _____
Ron Feldner, City Manager

Notary Public

Attest: _____
Clerk of Council

EXECUTED IN THE PRESENCE OF:

McCraney Property Company

Witness

By: _____
Steven E. McCraney, Pres.

Notary Public

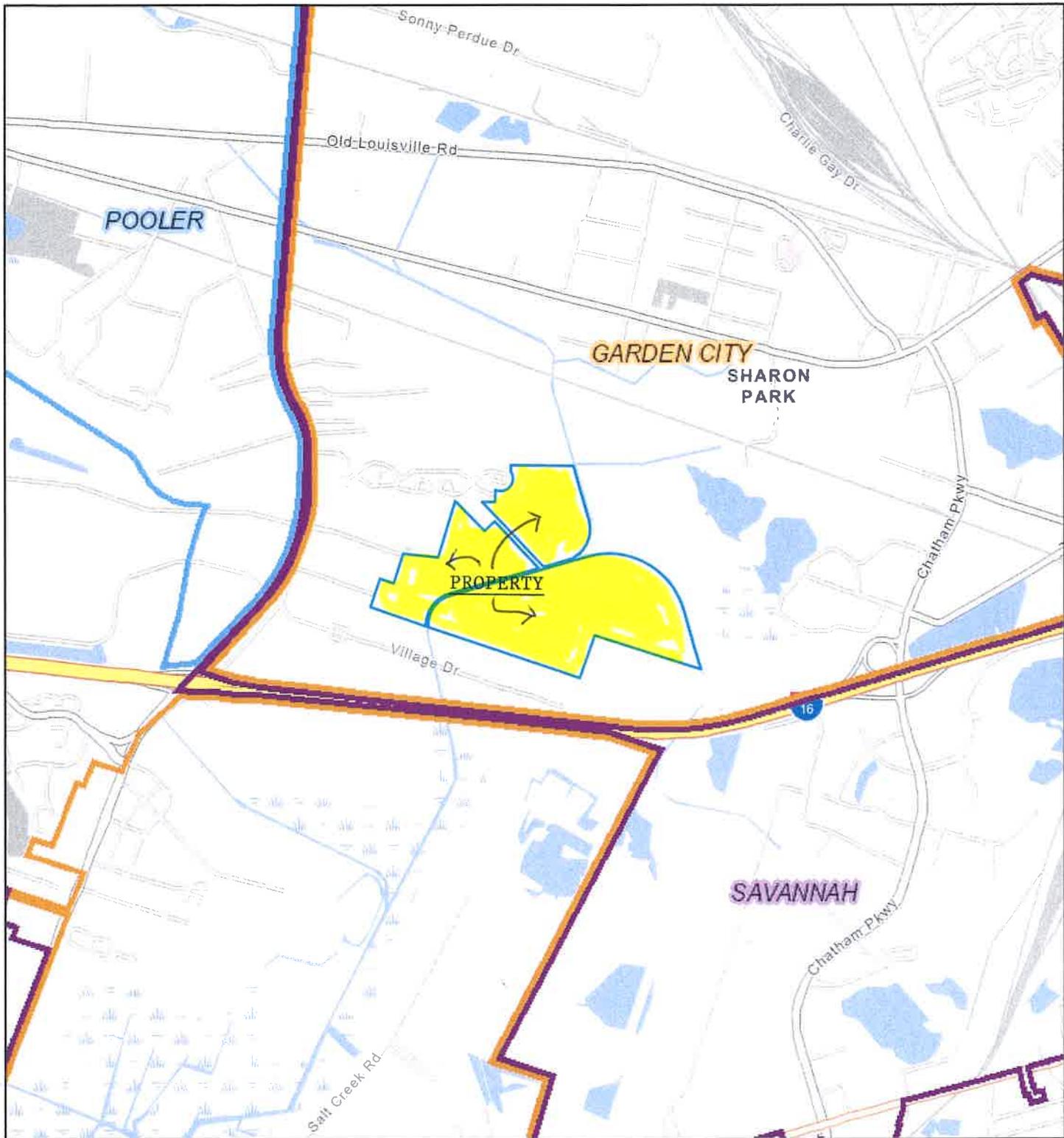
Schedule of Exhibits

Exhibit 1 – Map of the Property Proposed for Development

Exhibit 2 – Prosperity Drive Utility Service Area

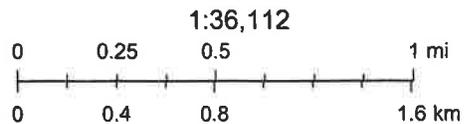
DRAFT

EXHIBIT 1

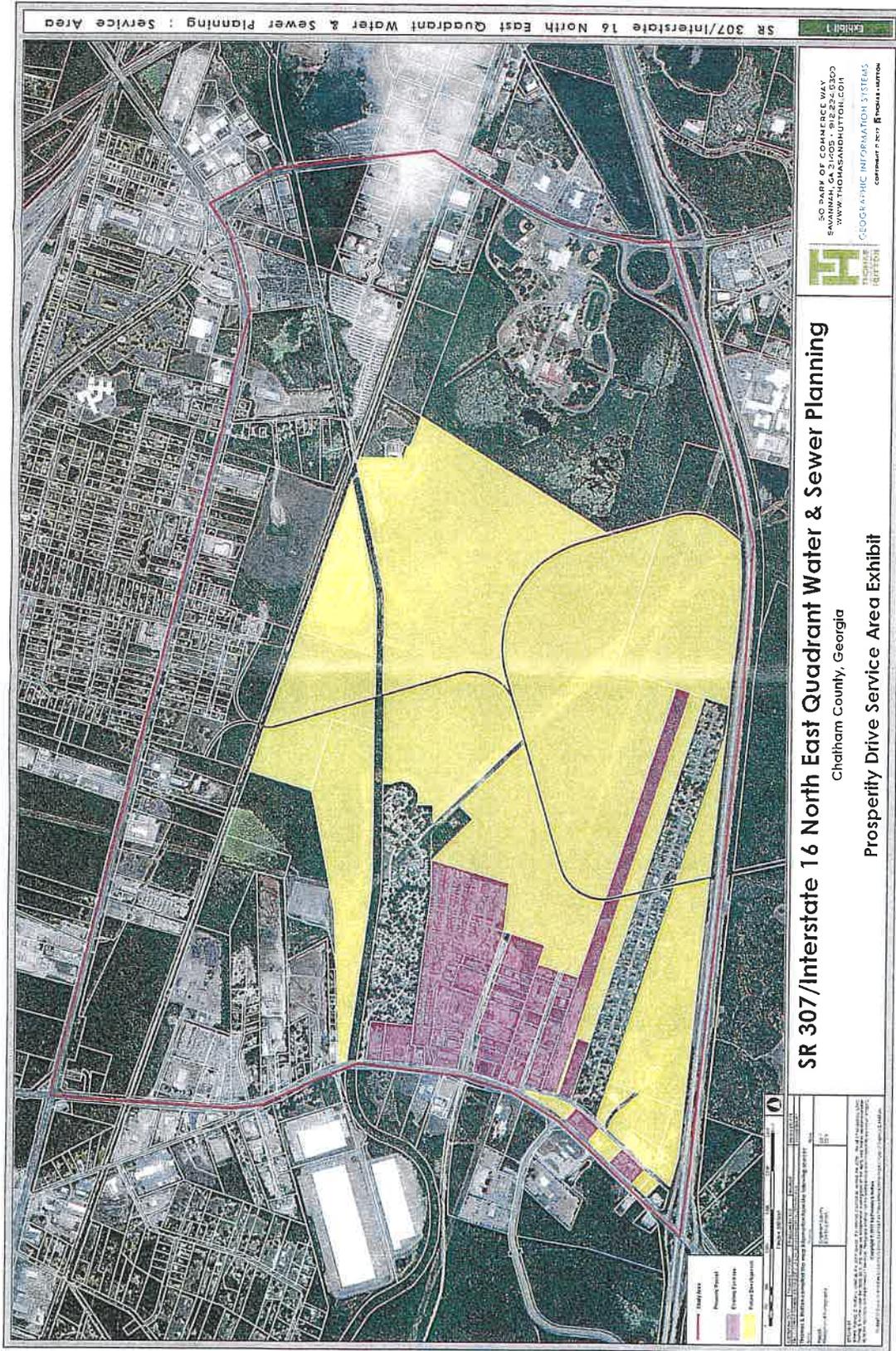


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|--|---|
| Municipal Boundary | THUNDERBOLT |
| BLOOMINGDALE | TYBEE ISLAND |
| GARDEN CITY | VERNONBURG |
| POOLER | UNINCORPORATED |
| PORT WENTWORTH | Parcels Outline |
| SAVANNAH | |



SAGIS



SR 307/Interstate 16 North East Quadrant Water & Sewer Planning
 Chatham County, Georgia
 Prosperity Drive Service Area Exhibit

50 PARK OF COMMERCE WAY
 SAVANNAH, GA 31405 • 912.224.5300
 WWW.THOMASANDHUTTON.COM

THOMAS AND HUTTON
 GEOSPATIAL INFORMATION SYSTEMS
 Corporation 2017 Project Number

Project Name	SR 307/Interstate 16 North East Quadrant Water & Sewer Planning
Project Number	2017-001
Project Location	Chatham County, Georgia
Project Date	2017-01-01
Project Status	Planning
Project Manager	John Smith
Project Engineer	Jane Doe
Project Designer	Tommy Lee
Project Checker	Sarah Kim
Project Approver	Michael Brown
Project Date	2017-01-01
Project Version	1.0
Project Scale	1" = 100'
Project Units	Feet
Project Color	Yellow
Project Line	Red
Project Fill	Yellow
Project Text	Black
Project Font	Arial
Project Size	12pt
Project Weight	Normal
Project Style	Standard
Project Color	Black
Project Line	Black
Project Fill	None
Project Text	Black
Project Font	Arial
Project Size	12pt
Project Weight	Normal
Project Style	Standard

SR 307/Interstate 16 North East Quadrant Water & Sewer Planning : Service Area

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GARDEN CITY, GEORGIA AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION OF INSTALLMENT SALE AGREEMENT DOCUMENTS FOR THE PURPOSE OF REFINANCING OUTSTANDING CERTIFICATES OF PARTICIPATION.

WHEREAS, the City of Garden City, Georgia (the “City”) is a municipal corporation of the State of Georgia, validly existing under the Constitution and laws of the State of Georgia; and

WHEREAS, the City has the power, pursuant to the laws of the State of Georgia, including particularly Section 36-60-13 of the Official Code of Georgia Annotated (“O.C.G.A.”), as amended, to enter into multiyear lease, purchase or lease purchase contracts of all kinds for the acquisition and construction of goods, materials, real and personal property, services and supplies; and

WHEREAS, on October 9, 2012, Georgia Municipal Association, Inc. Certificates of Participation (Garden City Refunding Project), Series 2012 (the “2012 Certificates of Participation”), which evidence assignments of proportionate and undivided interest in certain rentals to be paid under an annually-renewable Lease Agreement, dated as of October 1, 2012, between the Georgia Municipal Association, Inc. (the “Seller”) and the City, were issued pursuant to an Indenture of Trust and Assignment of Lease Agreement, dated as of October 1, 2012 (the “Indenture”), between the Seller and U.S. Bank National Association, as trustee; and

WHEREAS, the 2012 Certificates of Participation were issued for the purposes of (i) refunding and paying in full all obligations of the Seller and the City under that installment sale agreement dated as of February 12, 2009 (the “2009 Installment Sale Agreement”), (ii) funding in full of the Reserve Fund Requirement for the 2012 Certificates, and (ii) paying the costs in connection and delivery of the 2012 Certificates; and

WHEREAS, the proceeds of the 2009 Installment Sale Agreement were used to refinance the acquisition, construction and installation of land and certain governmental facilities located thereon consisting of a city hall (the “Project”); and

WHEREAS, the Mayor and Council of the City of Garden City (the “Governing Board”), the body charged with contracting debts and managing the affairs of the City, in order to achieve interest cost savings, desires to refund all of the 2012 Certificates of Participation; and

WHEREAS, the Governing Board has determined that the most feasible way to provide funds to refund the 2012 Certificates of Participation and to pay for issuance costs is to enter into an Installment Sale Agreement, dated as of the date thereof (the “Installment Sale Agreement”), with the Seller, a form of which has been presented at this meeting; and

WHEREAS, in the connection with the execution and delivery of the Installment Sale Agreement, the City will agree to purchase the Project from the Seller in accordance with the terms of the Installment Sale Agreement; and

WHEREAS, the Seller's interest in the Installment Sale Agreement will be assigned to JPMorgan Chase Bank, NA (the "Lender") pursuant to an Assignment and Transfer Agreement, dated as of the date thereof (the "Transfer Agreement"), between the Seller, as assignor, and the Lender, as assignee, a form of which has been presented at this meeting; and

WHEREAS, the Seller will execute a Deed to Secure Debt and Security Agreement, dated as of the date thereof (the "Deed") in favor of the Lender, a form of which has been presented at this meeting; and

WHEREAS, the Seller has requested that the City execute and deliver an Agreement Regarding Environmental Activity, dated as of the date thereof (the "Environmental Agreement"), among the City, the Seller and the Lender, a form of which has been presented at this meeting; and

WHEREAS, the financial terms of the Installment Sale Agreement are attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED by the Mayor and Council of the City of Garden City as follows:

Section 1. Findings. The obligation of the City to make the payments under the Installment Sale Agreement is annually renewable as provided therein. The obligation of the City to make such payments will not constitute a debt of the State of Georgia or any political subdivision of the State of Georgia, including the City, within the meaning of any constitutional or statutory limitation on indebtedness. The Installment Sale Agreement does not directly or contingently obligate the City to make any payments beyond those appropriated for the City's then current calendar year.

The City held a public hearing required by O.C.G.A. Section 36-60-13, as amended (the "Act") on April 6, 2020, which was prior to the date of closing, and satisfies all the other requirements contained in the Act.

Section 2. Authorization of Installment Sale Agreement. The form, terms and provisions of the Installment Sale Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Installment Sale Agreement was set out in this Resolution in its entirety. The Mayor and Clerk of the City are hereby authorized, empowered and directed to execute, acknowledge and deliver the Installment Sale Agreement. The Installment Sale Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Installment Sale Agreement shall constitute conclusive evidence that the Installment Sale Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 3. Consent to Transfer Agreement. The Governing Board hereby consents to the form of the Transfer Agreement presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Governing Board hereby further consents to the execution and delivery of the Transfer Agreement by the parties thereto.

Section 4. Consent to Deed. The Governing Board hereby consents to the form of the Deed presented at this meeting, or with such changes as may be hereafter made as shall be in furtherance of the transactions contemplated therein and in this Resolution and as shall not be inconsistent with or contrary to the matters contemplated therein and in this Resolution. The Governing Board hereby further consents to the execution and delivery of the Deed by the parties thereto.

Section 5. Authorization of Environmental Agreement. The form, terms and provisions of the Environmental Agreement presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Environmental Agreement was set out in this Resolution in its entirety. The Mayor and Clerk of the City are hereby authorized, empowered and directed to execute, acknowledge and deliver the Environmental Agreement. The Environmental Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Environmental Agreement shall constitute conclusive evidence that the Environmental Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 6. Financial Terms of the Installment Sale Agreement The financial terms of the Installment Sale Agreement are set forth in the attached Exhibit A prepared by the Lender.

Section 7. Authorization of Placement Agent Agreement. The form, terms and provisions of a Placement Agent Agreement, among the City, the Seller and Stifel Nicolaus & Company, Inc., as placement agent (the "Placement Agent Agreement"), presented at this meeting are hereby approved, and all of the terms and provisions thereof are hereby incorporated herein by this reference as if the Placement Agent Agreement was set out in this Resolution in its entirety. The Mayor and Clerk of the City are hereby authorized, empowered and directed to execute, acknowledge and deliver the Placement Agent Agreement. The Placement Agent Agreement shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as may be deemed necessary by the persons executing the same to accomplish the purposes of the transactions contemplated therein and in this Resolution. The execution of the Placement Agent Agreement shall constitute conclusive evidence that the Placement Agent Agreement and any and all changes thereto have been approved by the persons executing the same.

Section 8. Refunding of 2012 Certificates of Participation. The refunding of the 2012 Certificates of Participation with the proceeds of the Installment Sale Agreement is hereby authorized and approved.

Section 9. General Authority. The Mayor and Clerk of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the documents herein authorized and as may be necessary to carry out the purposes and intents of this Resolution.

If the Mayor shall not be able to execute the documents herein authorized, the City Manager is hereby authorized to execute the documents on behalf of the City.

Section 10. Appropriation of Minimum Annual Appropriated Amount. The City hereby appropriates available and uncommitted funds in its budget for the current fiscal year in the amount of the Minimum Annual Appropriated Amount (as defined in the Installment Sale Agreement).

Section 11. Bank Qualification Designation. The Installment Sale Agreement is hereby designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 (the “Code”). The aggregate face amount of all tax-exempt obligations (other than private activity bonds as defined in Section 141 of the Code) issued by the City and the entities with whom aggregation is required pursuant to Section 265(b)(3)(E) of the Code is not reasonably expected to exceed \$10,000,000 during the year 2020.

Section 12. Authorization of IRS Form 8038-G. Any officer of the City is hereby authorized to sign and file or cause to be filed a completed Internal Revenue Service Form 8038-G as required by Section 149(e) of the Code.

Section 13. Authorization of Federal Tax Certificate. Any officer of the City is hereby authorized to execute a federal tax certification in order to comply with Section 148 of the Code and the applicable Treasury Regulations promulgated thereunder.

Section 14. Actions Ratified, Approved and Confirmed. All acts and doings of the officers, employees or agents of the City which are in conformity with the purposes and intents of this Resolution are hereby ratified, approved and confirmed.

Section 15. No Personal Liability. No stipulation, obligation or agreement contained in this Resolution or in the documents authorized hereby shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable or be subject to personal liability or accountability.

Section 16. Severability of Invalid Provisions. If any one or more of the agreements or provisions contained in this Resolution or the documents authorized hereby shall be held contrary to an express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid,

then such agreements or provisions shall be null and void and shall be deemed separable from the remaining agreements and provisions and shall in no way affect the validity of any of the other valid agreements and provisions.

Section 17. Repealing Clause. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 18. Effective Date. This Resolution shall take effect immediately upon its adoption.

Adopted this 6th day of April, 2020.

CITY OF GARDEN CITY, GEORGIA

(SEAL)

By: _____
Don Bethune, Mayor

Attest:

By: _____
Rhonda Ferrelle-Bowles, Clerk

EXHIBIT "A"

Financial Terms



March 30, 2020

Bryan D. Huskey, Managing Director
Stifel
On Behalf of Garden City, Georgia (the "City")

RE: Private Placement for \$5,110,000 Georgia Municipal Association, Inc. (Garden City Project) Installment Sale Agreement, Series 2020.

JPMorgan Chase Bank, NA (the "Bank") is pleased to submit this proposal for financing to Garden City, Georgia (the "City"). This proposal is presented in the form of a binding "Term Sheet", subject to final negotiation and acceptance of all terms, conditions and documentation for the transaction. This proposal does not signify a binding commitment by Bank to extend credit or purchase the Agreement unless and until this proposal is signed by the City.

TYPE OF FINANCING:

Bank Qualified tax-exempt Installment Sale Agreement (the "Agreement") to be issued by the City and privately placed with Bank pursuant to the provisions of federal, state and local statutes. Bank will require a single term instrument with mandatory sinking fund maturities, and without DTC registration. Bank intends to hold the Agreement to final maturity. Bank will not require either an agency rating or the purchase of insurance for repayment. Bank will not accept CUSIP identification numbers.

FORM OF AGREEMENT:

Bank will require a single term Agreement with eight (8) sinking fund payments equivalent to the stated maturity schedule in the Request for Bids.

ELIGIBILITY:

The Agreement will be designated as a "bank qualified" tax-exempt obligation under the Code Section 265(b) as amended.

LEGAL OPINION:

Purchase of the Agreement will be subject to the opinion of Gray, Parnell & Woodward, LLP, Bond Counsel, to the effect that under existing laws and assuming continuous compliance by the City with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Agreement will be excluded from gross income of the owner for Federal income tax purposes and also exempt from Georgia income taxes. Purchase of the Agreement will also be subject to a satisfactory opinion of Bond Counsel that the City's obligations under the Agreement documents are legal, valid, binding and enforceable against the City. Bond counsel approving opinion must be addressed to Bank or permit reliance by Bank.

USE OF PROCEEDS:

Proceeds of the Installment Sale Agreement shall be used to refund the City’s existing Georgia Municipal Association, Inc. Certificates of Participation, Series 2012 (the “COPs”) that were issued for the purpose of financing/refinancing the City’s City Hall complex. The City has historically covered payments on the City Hall installment payments using proceeds from its Special Purpose Local Option Sales Tax (the “SPLOST”), including the current SPLOST which continues through September 30, 2020. Additionally, installment payments for the City Hall project are included in the next six-year SPLOST commencing October 1, 2020. The City intends to make future payments related to the Installment Sale Agreement from the current and future SPLOST, to the extent available, and/or from General Fund appropriations.

PRINCIPAL AMOUNT:

\$5,110,000

REPAYMENT TERMS:

Eight (8) payments of principal commencing on December 1, 2020, and semi-annual payments of accrued interest on each June 1 and December 1 commencing June 1, 2020.

December 1, 2020	\$655,000
December 1, 2021	\$615,000
December 1, 2022	\$620,000
December 1, 2023	\$630,000
December 1, 2024	\$635,000
December 1, 2025	\$645,000
December 1, 2026	\$650,000
December 1, 2027	\$660,000

INTEREST RATE:

The rates provided below are provided exclusively for indicative purposes, based upon market conditions as of March 30, 2020. The actual rate of interest borne by the Agreement will be set by mutual agreement between the Bank and the City upon receipt of signed acceptance (see below):

The interest rate will be fixed as described above, however, prior to acceptance; the interest rate may increase if the Bank’s cost of funds increases. Bank’s cost of funds may increase due to a number of factors including, but not limited to, changes in market conditions. Interest will be calculated on a 30/360 basis.

1.07% fixed, with no optional redemption.

SECURITY:

The obligation is secured by and payable from installment payments to be made by the City to GMA pursuant to an Installment Sale Agreement (the "Installment Payments") relating to the purchase of the Project by the City from GMA. GMA will absolutely, unconditionally and irrevocably assign its interest in the Installment Sale Agreement, including its right to receive Installment Payments thereunder, to the Lender. Installment Payments made by the City pursuant to the Installment Sale Agreement are subject to annual appropriation in compliance with O.C.G.A. Section 36-60-13. As additional security, GMA will grant a lien on and security interest in the Project to the Lender pursuant to a Deed to Secure Debt and Security Agreement. Furthermore, payment of the proposed Installment Payments is included in the City's current SPLOST and subsequent SPLOST.

FINANCIAL REPORTING:

Unless otherwise available electronically on a public website, the City will be required to provide Bank with audited annual financial statements, and prepared by an independent Certified Public Accountant, within 270 days of the close of its fiscal year. Additionally, the City will provide Bank with a copy of its annual budget, as adopted within 30 days of adoption. Other reporting, such as Bank may require from time to time, could include copies of any long-term capital improvement plans.

DOCUMENTATION:

Documentation shall be prepared by Bond Counsel, which firm represents the City at the City's expense. This Term Sheet is subject to approval of the documentation by the Bank and its independent Bank counsel, Butler Snow LLP, in Bank's reasonable discretion, including, but not limited to, the form of Agreement resolution and form of Agreement.

BANK COUNSEL FEES:

Independent Bank counsel fees of \$10,000 will be paid by the City as a cost of issuance.

ADDITIONAL PROVISIONS:

The City will acknowledge in a closing certificate, or other appropriate document, that (i) the Agreement is in writing and (ii) the resolution or ordinance that approved the City's entering into the Agreement has been entered into the meeting minutes of the City's governing body.

This Term Sheet must be accepted on or before March 31, 2020, with closing to occur no later than April 30, 2020. If acceptance or funding has not occurred by the respective dates, Bank may, at its option and in its sole discretion, terminate the Term Sheet and/or the Interest Rate may be adjusted.

Any change (whether material or not) in the amount to be financed or a material change in the financial condition or prospects of the City may constitute a re-pricing event and Bank may, at its option and in its sole discretion, terminate this Term Sheet and/or the Interest Rate may be adjusted.

We appreciate your interest in us and look forward to your favorable response. Should you have any questions regarding this proposal, please contact me at (404) 926-2640 or via email at nikki.s.parker@chase.com.

Sincerely,

JPMORGAN CHASE BANK, NA



By: _____
Nikki S. Parker
Vice President
3424 Peachtree Road NE, Floor 21
Atlanta GA 30326-1118

IRS Circular 230 Disclosure: Bank and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ACCEPTED BY: (for), Garden City, Georgia

By: _____
Name: _____
Title: _____
Date: _____

CLERK'S CERTIFICATE

The undersigned Clerk of the Mayor and Council of the City of Garden City, Georgia, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Installment Sale Agreement constitute a true and correct copy of the Resolution adopted on April 6, 2020, by the Mayor and Council of the City of Garden City, Georgia in a regular meeting, which was open to the public, and the original of said Resolution appears of record in the minute book of the Mayor and Council of the City of Garden City, Georgia, which is in my custody and control.

WITNESS my hand and the official seal of the City this 6th day of April, 2020.

(SEAL)

Rhonda Ferrell-Bowles, Clerk

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to enter into a contract for road repair work that includes the milling, leveling, and resurfacing of Rommel Avenue from Augusta Road to Main Street, all such work being funded by the 2020 Georgia Department of Transportation Local Maintenance Improvement Grant (LMIG) Project in the amount of \$106,025.00 together with the City's 30% match payment in the amount of \$31,807 and whatever additional amount is required to be paid by the City to fully fund the project costs which was estimated, for budgetary purposes, at \$213,165.00 (the "Contract Work"); and,

WHEREAS, the City, through its retained engineer, Brennan Jones Engineering Associates, LLC, solicited competitive bids pursuant to Official Code of Georgia Annotated Section 36-91-21 for the performance of the Contract Work; and,

WHEREAS, the invitation of bids was publicly advertised on February 13, 2020, with the opening date set forth therein, and the City opened said bids on March 18, 2020, with the results being as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Preferred Materials, Inc.	\$ 177,957.00
Sikes Brothers, Inc.	\$ 188,500.00
Reeves Construction Co.	\$ 188,500.00
McLendon Enterprises	\$ 201,196.00
CW Matthews Contracting	\$ 240,397.00

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that based upon the recommendation of Brennan Engineering Associates, LLC, Preferred Materials, Inc., is determined to be the lowest responsible bidder at the bid amount of \$177,957.00, and that a contract for the performance of the Contract Work be awarded to such bidder with provisions set forth therein addressing any legitimate change orders or major work plan modifications which may arise due to unforeseen/unanticipated field conditions and which, together with the engineering fees of \$15,000.00, shall be funded by the difference of \$35,208.00 between the budgeted cost (\$213,165.00) and the actual cost of the Contract Work (\$177,957.00).

BE IT FURTHER RESOLVED that the Contract Work will be partially funded by the LMIG funds in the amount of \$106,025.00 which the City was awarded in FY2020 for the above-mentioned project, with the City funding the balance from its 2020 General Operating Fund.

BE IT FURTHER RESOLVED that the City Manager is authorized to negotiate the contract for the Contract Work with Preferred Materials, Inc.(with assistance from the City Attorney), and to execute same in the name of the City, with the City Clerk's attestation to said Manager's signature.

ADOPTED AND APPROVED this 6th day of April, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 6th day of April, 2020.

DON BETHUNE, Mayor