

A G E N D A

**City Council Teleconference Meeting
Monday, April 20, 2020 – 6:00 p.m.**

➤ **OPENING**

- **Call to Order**
- **Invocation & Pledge of Allegiance**
- **Roll Call**
- **Presentation**
 - **Proclamation to designate the month of May as Lupus Awareness Month**

➤ **PUBLIC HEARINGS – No scheduled public hearings**

➤ **APPROVAL OF CITY COUNCIL MINUTES**

- **Consideration of City Council Minutes (4/6/20)**

➤ **CITY MANAGER REPORT**

- **Overview of the Monthly Department Staff Reports included with the Agenda Packet**

➤ **ITEMS FOR CONSIDERATION**

- **Resolution, GEFA Loan #2019-008 (Prosperity Area Water System):** A resolution authorizing the City to borrow an amount not to exceed two million dollars from the Georgia Environmental Finance Authority to finance connecting to the City of Savannah water system at the intersection of Dean Forest Road and Prosperity Drive as well as constructing new water infrastructure to service properties in the Prosperity Drive utility service area.
- **Resolution, Emergency Pay Enactment for COVID-19 Incident:** A resolution to enact Hazard Pay for essential workforce employees of Garden City in accordance with the City's existing Employee Emergency Incident Pay Policy dated November 4, 2019. The Hazard Pay shall be enacted retroactive to the City's initial Emergency Declaration date of March 22, 2020 and shall continue until the end of the State of Emergency as determined by Governor Brian Kemp. The amount of the Hazard Pay supplement shall be \$2.50 per hour worked for essential workforce employees.
- **Resolution, Rostan Solutions LLC Task Order Authorization:** A resolution to engage the services of the City's FEMA Public Assistance consultant (Rostan Solutions LLC) pursuant to Task Order No. 5 and their Master Services Agreement for Debris Monitoring and Public Assistance Consulting Services dated November 29, 2018; and to provide consulting services related to reimbursement of certain City expenses associated with the COVID-19 Emergency Incident.

➤ **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**



LUPUS AWARENESS MONTH PROCLAMATION

Whereas, each year, the Lupus Foundation of America designates May as National Lupus Awareness Month to show support for the estimated 1.5 million Americans who have lupus.

Whereas, lupus is an unpredictable and misunderstood autoimmune disease that ravages different parts of the body. It is difficult to diagnose, hard to live with, and a challenge to treat.

Whereas, lupus can affect any part of the body, including the skin, lungs, heart, kidneys, and brain. No organ is spared. The disease can cause seizures, strokes, heart attacks, miscarriages, and organ failure.

Whereas, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis.

Whereas, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus - a disparity that remains unexplained.

Now, therefore, I, Don Bethune, Mayor of the City of Garden City, Georgia do hereby proclaim the month of May as Lupus Awareness Month in Garden City, Georgia.

I urge each of our citizens to observe the month of May by educating themselves on the symptoms and impact of lupus, and to join with the Lupus Foundation of America in supporting programs of research, education, and community service.

In witness whereof, I have hereunto set my hand the 20th day April in the year 2020.

**Don Bethune, Mayor
City of Garden City, Georgia**

MINUTES

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

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

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

Roll Call:

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

Staff: Ron Feldner, City Manager; James P. Gerard, City Attorney; Rhonda Ferrell-Bowles, Finance Director/Clerk of Council; Ben Brengman, IT Director; Scott Robider, City Marshal; Pam Franklin, HR Director; Gil Ballard, Chief of Police; Cliff Ducey, Recreation Director; Benny Googe, Public Works Director and Corbin Medeiros, Fire Chief.

Public Hearings

City Hall Refinancing Public Hearing: Mayor Bethune opened the public hearing to receive public comment in connection with the refinancing of the City Hall 2020 Installment Agreement. Mayor Bethune asked if there was anyone who called in to speak for or against the financing. There being no comments or questions, Mayor Bethune closed the public hearing.

Alcoholic Beverage License Application: Mayor Bethune opened the public hearing to receive 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. Mayor Bethune asked if there was anyone who called in to speak for or against the application. There being no comments or questions, Mayor Bethune closed the public hearing.

City Council Minutes: Councilmember Kicklighter made a motion to approve the city council minutes dated 3/16/20. The motion was seconded by Councilmember Daniel and passed without opposition.

Items for Consideration

Resolution, Major Subdivision (Coastal Empire Habitat for Humanity - Spivey Avenue): Clerk of Council read the heading of 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.

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

Resolution, McCraney Properties Development Agreement: Clerk of Council read the heading of 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.

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

Resolution, City Hall Refinancing 2020 Installment Agreement: Clerk of Council read the heading of 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.

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

Resolution, FY2020 LMIG Program – Contract Award: Clerk of Council read the heading of 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.

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

Alcoholic Beverage License Application: Consideration by City Council 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.

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

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

Adjournment: There being no further items to be discussed, Mayor Bethune called for a motion to adjourn the meeting. Upon motion by Councilmember Kicklighter, seconded by Councilmember, City Council adjourned the meeting at approximately 6:18 p.m.

*Transcribed & submitted by: Clerk of Council
Accepted & approved by: City Council 4/20/20*

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: April 8, 2020

SUBJECT: *Planning and Economic Development Permitting and Inspections Monthly Status Report*

Report in Brief

The Department of Planning and Economic Development Monthly Status Report includes a summary of the monthly activities and projects of permitting and inspections within the department. This report also provides information regarding key items of interest and/or activities throughout the month.

The operations detail contained in this report is for March 2020 and all related information is current as of April 1, 2020

Prepared by: Tonya Roper

Title Staff

Reviewed by: _____

Title _____

Ronald Feldner, City Manager

Attachment(s)

- Permits Issued (By Work Class)
- Scheduled Inspections
- Planning Commission Minutes

Planning and Economic Development Department
Monthly Status Report
Summary – March 2020

Permits

There were 26 permits issued during the month of March. *They included:*

New Construction Building Permits

- Please see attached sheet for listing of permits

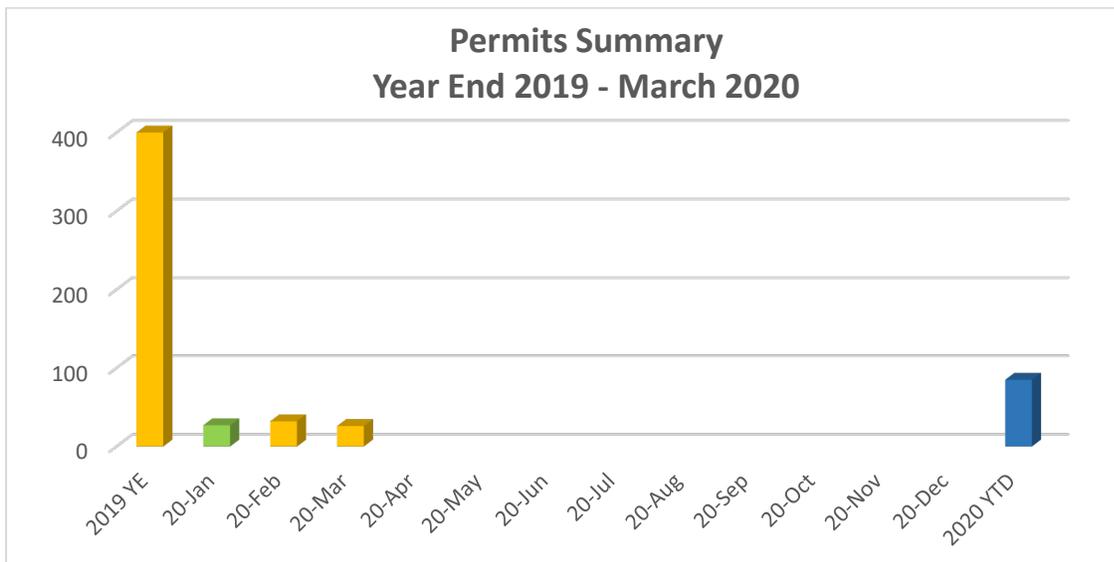
Renovation/Expansion Building Permits

- Please see attached sheet for listing of permits

Miscellaneous Permits

- Please see attached sheet for listing of permits

The graph below is a visual summary of the permits issued.



	<u>Number of Permits</u>
2019 Year End	447
Jan-20	27
Feb-20	32
Mar-20	26
Apr-20	
May-20	
Jun-20	
Jul-20	
Aug-20	
Sep-20	
Oct-20	
Nov-20	
Dec-20	
2020 YTD	85

Inspections

Inspections scheduled during the month of March included:

- 8 Business License
- 14 Electrical
- 25 Building
- 9 Mechanical/Gas/Plumbing
- 5 Site (Property/Development/Preliminary/Demolition)
- 7 Fire (Sprinkler, Annual, Knox Box)
- Stormwater (Annual, Maintenance Agreement/Drain)

February 24, 2020 - March 1, 2020

February 2020							March 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1	1	2	3	4	5	6	7
2	3	4	5	6	7	8	8	9	10	11	12	13	14
9	10	11	12	13	14	15	15	16	17	18	19	20	21
16	17	18	19	20	21	22	22	23	24	25	26	27	28
23	24	25	26	27	28	29	29	30	31				

Monday, February 24

- 9:00am - 10:00am Electrical Meter Inspection - Jeimy 912-313-4025 (310 Talmadge Avenue) - Tonya Roper
- 10:00am - 11:00am BL/Fire Inspection(Change of Ownership) - Mesael Garcia 912-429-8809 (525 Highway 80 Unit D - Two Friends Auto Repair) - Tonya Roper
- 11:00am - 12:00pm JT Newsome 912-598-1960 (65 Nelson Avenue)

Tuesday, February 25

- 9:00am - 9:30am Dept. Head Meeting (Conference Room) - Tonya Roper
- 1:00pm - 2:00pm Jay Maupin - 912.235.2915 (City Hall) - Tonya Roper
- 2:00pm - 3:00pm Power Release Inspection - Adam West 229-421-9076 (2610 Highway 80 - Dollar General) - Danielle Smith

Wednesday, February 26

- 12:00am Bldg Inspector - Out of Office →
- 9:00am - 10:00am BL Fire Inspection - Rhonda 964-8232 (14 Aviation Court - Groendyke Transportation) - Tonya Roper
- 10:00am - 11:00am BL Fire Inspection - Greg Fabian 281-961-2263
- 12:00pm - 1:00pm Permanent Power Release - Chris 740-507-4799

Thursday, February 27

- ← Bldg Inspector - Out of Office →
- 12:30pm - 1:00pm Final Inspection - Chris 740-507-4799 (125 Live Oak Way - New Home) - Danielle Smith
- 1:00pm - 1:30pm Final Inspection - Chris 740-507-4799 (112 Water Oak Way - New Home) - Danielle Smith
- 1:30pm - 2:00pm Final Inspection - Chris 740-507-4799 (114 Water Oak Way - New Home) - Danielle Smith
- 2:00pm - 2:30pm Final Inspection - Chris 740-507-4799 (219 Water Oak Way) - Danielle Smith
- 2:30pm - 3:00pm Final Inspection - Chris 740-507-4799 (217 Water Oak Way) - Danielle Smith
- 4:00pm - 4:30pm Footer Inspection/Rebar Inspection - Jason 912-6655-8877 (100 Town Center Drive Building 100) - Tonya Roper
- 4:30pm - 5:00pm Footer/Rebar Inspection - Jason 912-655-8877
- 5:00pm - 5:30pm Footing Inspection - Bruce Greene 912-210-2188

Friday, February 28

- ← 12:00am Bldg Inspector - Out of Office
- 12:00pm - 1:00pm Plumbing Underground - Jose Chihuahua 912-492-7853 (100 Town Center Drive - Clubhouse) - Danielle Smith
- 1:00pm - 1:30pm Electrical Underground - Shannon 920-7324 (100 Town Center Drive Bldg 600) - Tonya Roper
- 1:30pm - 2:00pm Footer/Rebar Inspection - Jason 912-655-8877 (100 Town Center Drive Bldg 300) - Tonya Roper

Saturday, February 29

Sunday, March 1

March 2, 2020 - March 8, 2020

March 2020							April 2020							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6	7				1	2	3	4
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15	16	17	18	19	20	21	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	
29	30	31					26	27	28	29	30			

Monday, March 2

- Send Zoning Amendments (Chatham County) 🗄
- 9:00am - 10:00am BL/Fire Inspection - Renee L Smart
912-965-00641 (20 Harrell Drive) - Tonya Roper
- 10:00am - 11:00am Address Assignment - Kingston Hotel (Minus Avenue) - Tonya Roper
- 1:00pm - 2:00pm Preliminary Site Inspection - John 912-572-8527 (2407 US Hwy 80) - Tonya Roper
- 2:00pm - 3:00pm Partial Footer/Cables - Jason 912-655-8877 (100 Town Center Drive Bldg 500) - Tonya Roper
- 6:00pm - 7:00pm City Council Pre-Agenda (Conference Room) - Tonya Roper 🗄

Tuesday, March 3

- 8:00am - 9:00am Plumbing Underground _ Hosea Chihuahua
912-492-7853 (100 Town Center Drive Bldg 400) - Tonya Roper
- 9:00am - 9:30am Dept. Head Meeting (Conference Room) - Tonya Roper 🗄
- 9:30am - 10:30am Frank Cullum - 912-313-5985 (14 Redmond Avenue) - Tonya Roper
- 2:00pm - 3:00pm Appointment (Statesboro) - Patrick Patton

Wednesday, March 4

- Payroll Ending Period 🗄
- 9:00am - 10:00am BL Inspection - Home Office - Eleanor Jones
912-353-0570 (3902 5th Street) - Tonya Roper
- 1:00pm - 2:00pm MH Move Inspection - Joe Stanfield 236-5208 (4504 Ogeechee Road Lot #33) - Danielle Smith

Thursday, March 5

- R.Wellmaker Available after 2pm.
- 2:00pm - 3:00pm Brian Edmonson 618-237-1564 (Office) - Tonya Roper

Friday, March 6

- 9:00am - 10:00am Final Inspection - Chris 740-507-4799 (114 Water Oak Way) - Danielle Smith
- 10:00am - 11:00am MEP Rough In / Framing - Chris 740-507-4799 (104 Live Oak Lane) - Danielle Smith
- 11:00am - 11:30am MEP Rough In / Framing - Chris 740-507-4799 (106 Live Oak Lane) - Danielle Smith
- 12:00pm - 1:00pm Electrical Inspection - Leroy Manigo
912-398-1211 (7 Osceola Drive) - Tonya Roper
- 2:00pm - 3:00pm MH Move Inspection - Joe Stanfield 236-5208 (4504 Ogeechee Road Lot #33) - Danielle Smith

Saturday, March 7

Sunday, March 8

March 9, 2020 - March 15, 2020

March 2020							April 2020							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
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15	16	17	18	19	20	21	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	
29	30	31					26	27	28	29	30			

Monday, March 9

- Status of 2831 Hwy 80 - Logging Business** (Office - Patrick)
- 9:00am - 10:00am Preliminary Tree Removal for SFD - Michael Grant 912-306-5161** (59 Azalea Avenue) - Tonya Roper
- 11:00am - 12:00pm Electrical Inspection - Leroy Manigo 912-398-1211** (7 Osceola Drive) - Tonya Roper
- 1:00pm - 2:00pm Eddie Puckett - 912-667-6949** (Office) - Tonya Roper
- 2:00pm - 3:00pm Footers/Cables Slab - Jason 655-8877** (100 Town Center Drive Bldg 600) - Tonya Roper

Tuesday, March 10

- 8:30am - 9:00am Electrical Underground - Shannon 912 920-7324** (100 Town Center Drive - Club House) - Tonya Roper
- 9:00am - 9:30am Dept. Head Meeting** (Conference Room) - Tonya Roper
- 10:00am - 11:00am Preliminary BL Inspection - Efrain Hernandez 323-0330** (1714 Dean Forest Road) - Danielle Smith
- 11:00am - 12:00pm Final C.O. Inspection - Vince Thompson 912-429-1060** (5528 Export Blvd - NGL Transport) - Tonya Roper
- 1:00pm - 2:00pm BL/Fire Inspection - Ester Kwon 770-807-3989** (6002 Commerce Blvd Suite 117) - Tonya Roper
- 2:00pm - 3:00pm Underground Plumbing - Jose Chihuahua 912-492-7853** (100 Town Center Drive Building 700) - Danielle Smith
- 5:30pm - 6:00pm Pre-Agenda (BOA/PC)** (Conference Room) - Tonya Roper
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission**
- 6:00pm - 7:00pm Zoning Board of Appeals/Planning Commission**

Wednesday, March 11

- Mayor & Council Report** (Rhonda - 12pm) - Tonya Roper
- 9:00am - 10:00am Final/CO Inspection - Georgia 912-236-0060 or 206-432-1697** (5008 Ogeechee Road Lot 33) - Tonya Roper
- 10:00am - 11:00am Insulation Inspection - Chris 740-507-4799** (104 Live Oak Lane) - Danielle Smith
- 11:00am - 12:00pm Insulation Inspection - Chris 740-507-4799** (106 Live Oak Lane) - Danielle Smith
- 2:00pm - 3:00pm Emergency Power Release - Richard 572-3523** (130 Village Drive) - Danielle Smith
- 3:00pm - 3:30pm Footer/Cables - Jason 655-8877** (100 Town Center Drive - Club House) - Tonya Roper

Thursday, March 12

- 9:00am - 9:30am 20-131 Airport Park Drive Covered Storage** (Planning Office) - Tonya Roper
- 11:00am - 11:30am Tapestry Park** (Tapestry Park Construction Office Trailer) - Tonya Roper
- 11:30am - 12:30pm Meeting - Ray Demott - 484-4448** (City Hall) - Tonya Roper
- 2:00pm - 3:00pm Final Inspection - Georgia 236-0060** (5008 Ogeechee Road Lot 33) - Tonya Roper
- 3:00pm - 4:00pm Electrical Pole - Georgia Carroll 236 -0060** (5008 Ogeechee Road Lot 44) - Tonya Roper

Friday, March 13

- 12:00pm - 1:00pm Screw Pattern - Frank 912-657-2296** (24 West Chatham - Drug Testing Facility) - Tonya Roper
- 1:00pm - 2:00pm Address Assignment** (Spivey Avenue - Residential Subdivision_Habitat) - Tonya Roper

Saturday, March 14

Sunday, March 15

- Planning Commission Submittal Deadline** - Tonya Roper

March 16, 2020 - March 22, 2020

March 2020							April 2020							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	
29	30	31					26	27	28	29	30			

Monday, March 16

- iSolve Verification
- 8:30am - 9:30am Staff Meeting** (Planning Office) - Tonya Roper
- 9:15am - 9:30am Electrical Inspection - Shannon 920-7324** (100 Town Center Drive Bldg 400) - Tonya Roper
- 9:30am - 10:00am Electrical Inspection - Shannon 920-7324** (100 Town Center Drive - Bldg 700) - Tonya Roper
- 10:00am - 11:00am Nail Pattern - Nelson Oglesby 912-441-9030 or 912-354-7646** (45 Smith Avenue) - Tonya Roper
- 6:00pm - 7:00pm City Council Pre-Agenda** (Conference Room)

Tuesday, March 17

- 9:00am - 9:30am Dept. Head Meeting** (Conference Room) - Tonya Roper
- 9:00am - 10:00am Hydrant Flow Test - Joe Walsh 777-2101** (1101 Chatham Parkway) - Tonya Roper
- 10:00am - 11:00am BL/Fire Inspection - Roger Moore 803-984-5102** (4801 Old Louisville Road) - Tonya Roper
- 1:00pm - 2:00pm Joshua Hadden - 912-323-9356** (Office) - Tonya Roper
- 2:00pm - 3:00pm Final Inspection - Chris 740-507-4799** (121 Live Oak Lane) - Danielle Smith
- 3:00pm - 4:00pm Footer / Cables Inspection - Jason 655-8877** (100 Town Center Bldg 700) - Danielle Smith

Wednesday, March 18

- Payroll Ending Period
- 9:00am - 10:00am Foundation Inspection - Jeimy Garcia 912-313-4025** (310 Talmadge Avenue) - Tonya Roper
- 11:00am - 12:00pm Sign Footer - Michael Byrd 706-951-2411** (2610 Highway 80) - Tonya Roper

Thursday, March 19

- 9:00am - 10:00am Plumbing Underground - Hosea Chihuahua 912-492-7853** (100 Town Center Drive - Maintenance Bldg) - Tonya Roper
- 11:00am - 12:00pm Slab Inspection - Chris 912-202-4327** (5553 Export Blvd) - Tonya Roper
- 1:00pm - 2:00pm Plumbing Underground - David 912-508-4385** (1101 Chatham Parkway Bldg H) - Tonya Roper
- 2:00pm - 3:00pm Slab Inspection - Scott Stafford 912-663-8576** (2 Bryce Industrial Drive) - Tonya Roper

Friday, March 20

- 9:00am - 10:00am Final Inspection - Interior Finish - Phuong 912-210-0335** (34 West Chatham) - Tonya Roper
- 10:00am - 11:00am Dirt Pad Inspection - Diane 843-321-7013** (1602 Dean Forest Rd Lot B26) - Danielle Smith
- 2:00pm - 3:00pm Preliminary BL Inspection - Angelique Vanhaute 912-678-1267** (2843 Highway 80) - Danielle Smith

Saturday, March 21

- 9:30am - 10:00am Garden City Census Address Update** - Tonya Roper

Sunday, March 22

March 23, 2020 - March 29, 2020

March 2020							April 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

Monday, March 23

- 9:00am - 10:00am Sewer Line Inspection - Francisco 912-+341-4686 (126 Camellia Avenue) - Tonya Roper
- 2:00pm - 3:00pm Plumbing Inspection - Mike Hutson 912-631-4365 (1305 Junction Ave) - Danielle Smith

Tuesday, March 24

- 7:00am - 8:00am PC Agenda_ 4-14-20 (Office) - Tonya Roper
- 9:00am - 9:30am Dept. Head Meeting (Conference Room) - Tonya Roper
- 9:00am - 10:00am Sign Final - Shannon 912-433-1175 (2610 Highway 80) - Danielle Smith
- 10:00am - 11:00am Proof Roll - Phuong 210-0335 (36 West Chatham Court) - Danielle Smith

Wednesday, March 25

- 9:00am - 10:00am Business License/Fire Inspection - Mark Green 865 389 1070 (3911 Old Louisville Road Unit 101_102) - Tonya Roper
- 10:00am - 11:00am Footing Inspection - Valerie 912-346-3481 (1305 Junction Ave) - Danielle Smith

Thursday, March 26

- 8:00am - 9:00am Electrical Power Release - Dennis 912-682-2935 (100 Central Ave) - Danielle Smith
- 9:00am - 10:00am Electrical Rough In / Electrical Service - Robert 912-354-8885 (45 Smith Ave) - Danielle Smith
- 1:00pm - 2:00pm Preliminary BL Inspection - Darius 912-999-8154
- 2:00pm - 3:00pm Fire Wall Inspection - Chris 740-507-4799 (203 Water Oak Way) - Danielle Smith
- 3:00pm - 4:00pm Fire Wall Inspection - Chris 740-507-4799 (205 Water Oak Way) - Danielle Smith

Friday, March 27

- 8:00am - 9:00am PC Signs - April 14th meeting (See Attached Agenda) - Tonya Roper
- 8:30am - 9:30am Footer Inspection - Bruce Greene 210-2188 (1101 Chatham Parkway - Empire) - Danielle Smith
- 9:30am - 10:30am Gas Meter Inspection - Vernon Hendrix 429-6742 (511 Highway 80 Unit C) - Danielle Smith
- 11:00am - 12:00pm Electrical Inspection - Paul Bunch 507-7444 (61 Russell Ave) - Danielle Smith

Saturday, March 28

Sunday, March 29

March 30, 2020 - April 5, 2020

March 2020							April 2020						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

Monday, March 30

iSolve Verification

- 9:00am - 10:00am Stem Wall Inspection - Bruce Green 233-1212** (1101 Chatham Parkway Bldg J - Empire Distributors) - Tonya Roper
- 3:00pm - 4:00pm Slab Inspection - Jason 912-655-8877** (100 Town Center Dr - Clubhouse) - Danielle Smith

Tuesday, March 31

- 9:00am - 9:30am Dept. Head Meeting** (Conference Room) - Tonya Roper
- 1:00pm - 2:00pm Electrical Rough In - Gerald Thomas 912-596-8796** (4121 4th Street) - Danielle Smith
- 2:00pm - 3:00pm Electrical Inspection - Joseph 912-496-4528** (87 Azalea Ave) - Danielle Smith

Wednesday, April 1

Payroll Ending Period

- 9:00am - 10:00am Electrical Final - James Getty 656-3644** (511 US Highway 80) - Danielle Smith

Thursday, April 2

- 1:00pm - 2:00pm Final CO Inspection - Kim 843-496-0835** (38 West Chatham Court - Roush Trucking) - Danielle Smith
- 3:00pm - 4:00pm Cell Block Inspection - Jason 912-655-8877** (100 Town Center Dr - Maintenance Building) - Danielle Smith

Friday, April 3

- 10:00am - 11:00am Electrical Inspction - Sidney Lee 912-269-5636** (34 Azalea Avenue) - Tonya Roper
- 11:00am - 12:00pm Electrical Power Release - Robert King 663-2472** (2306 Highway 80) - Danielle Smith
- 12:00pm - 1:00pm Final Inspection - Phuong 210-0335** (34 West Chatham Court Suite 2) - Danielle Smith
- 1:00pm - 2:00pm Slab Inspection - Bruce Green 210-2188** (1101 Chatham Parkway Bldg J - Empire Distributors) - Tonya Roper
- 2:00pm - 3:00pm Framing Inspection - Jamie 912-313-4025** (310 Talmadge Ave) - Danielle Smith

Saturday, April 4

Sunday, April 5

Permits Issued (By Work Class)

Permits Issued From Sunday, March 1, 2020 through Tuesday, March 31, 2020

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Commercial Permit Complete Structure for C.C.						
COM-3-20-5263	AUGUSTA RD 004415 Remote A	03/06/2020	02/25/2020	60,000.00	829	6-0015 -01-001A
COM-3-20-5269	HIGHWAY 80 000507	03/11/2020	03/02/2020	19,000.00	215	6-0718 -05-001
Totals For Commercial Permit Complete Structure for C.C.				79,000.00	1,044	
Commercial Permit Dark Fiber Conduit Install						
COM-3-20-5276	Augusta RD 005406	03/17/2020	03/16/2020	9,000.00	400	6-0818 -01-023
Totals For Commercial Permit Dark Fiber Conduit Install :				9,000.00	400	
Demolition Permit Other						
DEMO-3-20-5260	DEAN FOREST RD 001502	03/04/2020	03/02/2020	0.00	0	6-0988 -03-003
Totals For Demolition Permit Other : 1 Permit(s)				0.00	0	
Electrical Permit Commercial						
ELEC-3-20-5261	OLD LOUISVILLE RD 004912	03/04/2020	03/04/2020	0.00	0	6-0924A-02-017
Totals For Electrical Permit Commercial : 1 Permit(s)				0.00	0	
Electrical Permit Other						
ELEC-3-20-5266	Central Ave 000100	03/11/2020	03/10/2020	0.00	0	6-0989 -01-069L
Totals For Electrical Permit Other : 2 Permit(s)				0.00	0	
Electrical Permit Residential						
ELEC-2-20-5259	OSCEOLA DR 000007	03/03/2020	02/28/2020	0.00	0	6-0017 -04-014
ELEC-3-20-5265	OLD DEAN FOREST RD 001518	03/11/2020	03/11/2020	0.00	0	6-0988 -02-017
ELEC-3-20-5268	AZALEA AV 000034	03/11/2020	03/04/2020	0.00	0	6-0005 -01-009
ELEC-3-20-5270	DEAN FOREST RD 001324	03/13/2020	03/12/2020	0.00	0	6-0990 -02 -017Y001
ELEC-3-20-5271	4TH ST 004121	03/13/2020	03/12/2020	0.00	0	6-0019 -05-019
ELEC-3-20-5272	RUSSELL AV 000061	03/17/2020	03/12/2020	0.00	0	6-0012 -03-031
ELEC-3-20-5277	AZALEA AV 000087	03/25/2020	03/13/2020	0.00	0	6-0006 -02-018
ELEC-3-20-5280	OGEECHEE RD 005008 LOT 44	03/26/2020	03/18/2020	0.00	0	6-0990C-02-009
ELEC-3-20-5281	OGEECHEE RD 005008 LOT 55	03/26/2020	03/18/2020	0.00	0	6-0990C-02-009
ELEC-3-20-5282	OGEECHEE RD 005008 LOT 56	03/26/2020	03/18/2020	0.00	0	6-0990C-02-009

Permit	Location Address	Issued	App Date	Valuation	Square Feet	Parcel Number
Totals For Electrical Permit Residential : 12 Permit(s)				0.00	0	
Encroachment Install						
ENC-3-20-5283	CHATHAM PARKWAY 001550	03/26/2020	03/18/2020	0.00	5,200	6-0798 -01-010
ENC-3-20-5284	1ST ST 004110	03/26/2020	03/09/2020	0.00	2,162	6-0016 -06-004
Totals For Encroachment Install : 2 Permit(s)				0.00	7,362	
Fence Permit Residential						
FNCE-3-20-5273	SMITH AV 000151	03/17/2020	02/24/2020	695.00	100	6-0007 -04-021
Totals For Fence Permit Residential : 1 Permit(s)				695.00	100	
Occupant Business License						
OL-3-20-5262	COMMERCE BL 006002	03/02/2020	03/02/2020	0.00	252	6-0891 -01-043
OL-3-20-5267	OLD LOUISVILLE RD 004801	03/11/2020	03/10/2020	0.00	6,237	6-0925 -03-001
OL-3-20-5274	OLD LOUISVILLE RD 003911 # 1	03/12/2020	03/05/2020	0.00	2,220	6-0802 -11-016
Totals For Occupant Business License : 3 Permit(s)				0.00	8,709	
Plumbing Permit Residential						
PLUM-3-20-5278	AZALEA AV 000087	03/25/2020	03/23/2020	0.00	0	6-0006 -02-018
Totals For Plumbing Permit Residential : 1 Permit(s)				0.00	0	
Residential Permit Complete Structure for C.O.						
RES-3-20-5264	SHAW AV 002104	03/06/2020	03/03/2020	125,000.00	2,094	6-0825 -02-028
Totals For Residential Permit Complete Structure for C.O. :				125,000.00	2,094	
Sprinkler Permit Fire Sprinkler						
SPRK-3-20-5279	AUGUSTA RD 004309	03/25/2020	02/27/2020	77,400.00	3,740	6-0015 -02-004
Totals For Sprinkler Permit Fire Sprinkler : 1 Permit(s)				77,400.00	3,740	
Temporary Office New						
TMPO-3-20-5275	SONNY PERDUE DR 00002	03/12/2020	03/11/2020	0.00	1,200	6-0924 -05-016
Totals For Temporary Office New : 1 Permit(s)				0.00	1,200	

Board of Zoning Appeals/Planning Commission
March 10, 2020 - 6:00PM

Opening: Chairman Jackson welcomed everyone and called the meeting to order.

Roll Call: Misty Selph; Vice-Chair, Jenecia Perry; Parliamentarian, Jeff Ashley, Nancy Cox, Jimmy Crosby, Gary Monroe and Charles Orrel.

Staff: Scott Robider; Interim Planning and Zoning Director

Visitors: Enclosed

Board of Appeals

No cases to be heard

Planning Commission

PC1929: Harold Tessendorf representing property owner Habitat for Humanity requests a preliminary plan review for a major subdivision of Spivey Avenue Residential Development to be located at Spivey Avenue; 6-0825-02-001.

Harold Tessendorf; 701 MLK Blvd, Savannah GA 31401 stated the request is to divide the property into four lots for home ownership units. He said Habitat has worked extensively with Garden City staff to meet the requirements; the concerns were the access road – we confirm that we have no intention of using this as land or access for construction and our attorney is to convey the access road to the property homeowners.

Scott Robider; Interim Planning Director stated under code the City has addressed these concerns.

Vice-Chair Selph said what are the size of the homes?

Mr. Tessendorf replied three or four bedrooms; 1160 to 1400 sq. ft.

Commissioner Monroe said what are you plans regarding fill -in to mitigate undue flooding and to utilize the road?

Mr. Tessendorf stated there is a small amount of wetlands which have been encapsulated with proper permitting with the Corp of Engineers; there will be no undue flooding – the engineers have taken this into account with the site development plan and will develop a swale. He said Habitat has instructed the attorney to do a title search and identify homeowners that utilize the access; Habitat will not close the road nor utilize the road.

Scott Robider; Interim Planning Director said the developer is required to meet all stormwater and retention mitigation. He stated Habitat has submitted a letter in the agenda packet regarding the road but there is no legalese. (See Enclosed)

Commissioner Orrel stated City staff has worked hard to address concerns of the new construction, wildlife and runoff.

Commissioner Perry said will the development retain the same road name and what are plans for fencing, fire safety – hydrants, and individual garbage?

Mr. Tessendorf said the development will retain the road name as Spivey Avenue, the fencing will be from the middle of the home to the back yard; we won't fence the entire property because we must have access to the swale, the fire hydrants are part of the study and each home will have separate garbage and water services.

Chairman Jackson asked for further comments or questions; being none called for those in opposition.

Lauren Sheppard; 4053 Kessler Avenue stated she has a concern with the presence of the eagle's nest, the buffer of trees and stormwater runoff.

Chairman Jackson said the nest was for a red-tailed hawk.

Commissioner Orrel said this was a concern to the Board as well. Commissioner Orrel reads the nest letter as provided by Environmental Services, Inc. (See Enclosed)

Scott Robider; Interim Planning Director stated buffers are part of the requirements to meet the landscape and this development would not go forward if there was an adverse impact.

Chairman Jackson asked for further questions or comments; being none he called for a motion. Vice-Chair Selph made a motion to recommend to Council to approve PC1929: Harold Tessendorf representing property owner Habitat for Humanity requests a preliminary plan review for a major subdivision of Spivey Avenue Residential Development to be located at Spivey Avenue; 6-0825-02-001. Commissioner Perry seconds the motion; vote passes without opposition.

Chairman Jackson called for a motion to adjourn. Vice-Chair Selph made a motion to adjourn; Commissioner Orrel seconds the motion; vote passes without opposition.

Respectfully submitted
TTR

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: 4/20/2020

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

Report in Brief

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

The operations detail contained in this report is for the month of March and all project related information is current as of 3/31/2020.

Prepared by: Frank Sypeck
Title Public Works Administration

Reviewed by: Benny Googe
Title Public Works Director

Ron Feldner, City Manager

Attachment(s)

**Public Works Department
Monthly Status Report
Summary – March 2020**

Operations & Maintenance

Public Works personnel completed 27 **Resident Requests**, making 124 **Work Orders** for the month of March. *They included:*

Storm Drainage:

- Ditch Maintenance (Backhoe): 6,525 feet
- Canal Maintenance (Kubota Sidecutter): 0 miles (out for repair)
- Underground stormwater utility point repairs: 20 feet pipe repair, multiple storm drains and inverts cleaned
- Storm Drains Vacuumed: \$0 (3rd Party)

Streets:

- \$10,461 for 3rd party street/asphalt repairs (Minus)
- About 2301 miles of shoulder maintenance
- Dirt/gravel roads scraped/graded: Davis, Kelly Hill, Deloach, Big Hill, 8th
- Minor pothole/asphalt repair by staff (Big Hill, Delettre, Oak, Telfair, Lynn, 3rd, St. Joseph's, Smith, Leone, Camelia, Briarwood, Rossignol area)

Street Sweeping:

- 105 miles

Signs & Markings:

- 6 Knockdowns/replacements/cleaned/new (Aviation, Lynn, Wildwood, Briarwood, Tremont, Tower)

Street Lights:

- 1 Street light outage/replacements – Briarwood (Reported to Georgia Power, Repaired)
- 0 New Street light requests

Mixed Dry Trash Collection by City:

- 0 Tons Collected Total Mixed Dry Trash (\$66.55 / ton)
- 0 Tons Collected YTD taken to Savannah Regional Landfill
- 6 Truckloads Dry Trash taken to Savannah Inert Landfill
- 6 Truckloads Dry Trash YTD taken to Savannah Inert Landfill

Trees:

- \$0 spent for tree removal, tree trimming, and debris removal (3rd Party)

Other:

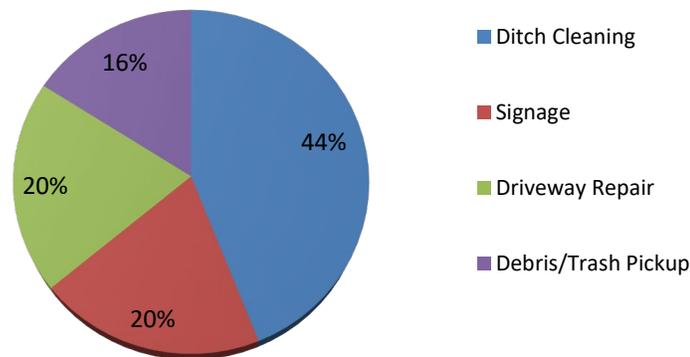
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Fleet Maintenance

During the month of **March**, the Shop serviced and/or repaired **7** city vehicles/apparatus & equipment, prior to its closing on March 10, for a current annual total of **116**.

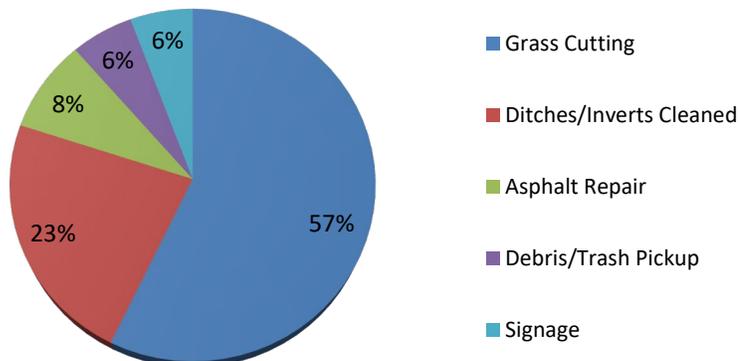
Service Request – Every time a request for Public Works service is made by phone call, written request, email request, or an actual one-on-one request to a PW employee, a “**Service Request**” is generated. This builds a computerized record of all requests made.

March's Top Service Requests



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

March's Top Work Order Types



Summary – March 2020

Water Operations & Maintenance

94 *Service Orders* were received, and >>>>>>>> **63** *Work Orders*
_____ Water/Sewer crews handled **157** total.
for the month of **March** . They included:

Water: 59 Work Orders

- **Produced** 32.767 Million gallons of drinking water for the month

- **Hydrant Services**
 - 0 Hydrant Replacements
 - 0 Hydrant Repairs
- **Water Line Services**
 - 4 Lateral Line Repairs, Installs, Replacements, and Maintenance
 - 8 Main Line Repairs, Installs, Replacements, and Maintenance
- **Water Valve Services**
 - 165 Located services (Continued marking for major projects - new gas mains and services, other projects on Main St., fiber optic installation on Highway 80 from Chatham Pkwy to Burnsed Blvd. and all of 3rd St., and the Mega Rail/Bridge project)
 - 0 Valve Replacements
 - 1 Valve Installations
 - 62 Water Cut-Ons
 - 83 Reconnects– Delinquent Water Bills
 - 53 Water Cut-Offs
- **Meter Services**
 - 5 Meter and MXU investigations
 - 41 Maintenance services
 - 40 Meter and MXU replacements
 - 154 City initiated Re-Reads
 - 0 Customer Requested Re-Reads
 - 0 Corrected Readings

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

Sewer: 4 Work Orders, including

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

Wastewater Treatment Plant and Water System

- ClearWater Solutions (CWS) has submitted the MOR for water, DMR for wastewater, and all paperwork pertaining to them for the month.
- The treatment plant treated and discharged a total daily average of 1.3 MGD for the month.
- The water system withdrew a total of 32.767 MG from well facilities and used 0.125 MG from Savannah I & D purchase system (Town Center Water System).
- During the month 1,187 lbs. dry solids were removed from the WPCP.
- The in-house laboratory continued to analyze most all NPDES permit and process control tests, except for the annual tests that are contracted with EPD.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE: 04-14-2020**

SUBJECT: *Police Department Monthly Status Report*

Report in Brief

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

The operations detail contained in this report is for the month of March 2020.

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

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

Ron Feldner, City Manager

Attachment(s)

**Police Department
Monthly Status Report
Summary – March 2020
Operations**

Calls for Service

There was a total of 1,593 calls for service and self-initiated activity in the month of March 2020, for a total of 5,909 calls for service year to date.

Current month's calls included:

Offenses:

Assault	13	Burglary	4
Robbery	1	Larceny	11
M.V. Theft	4	Narcotics	8
Rape	0	Murder	0
All Others	1,515	Accidents	37

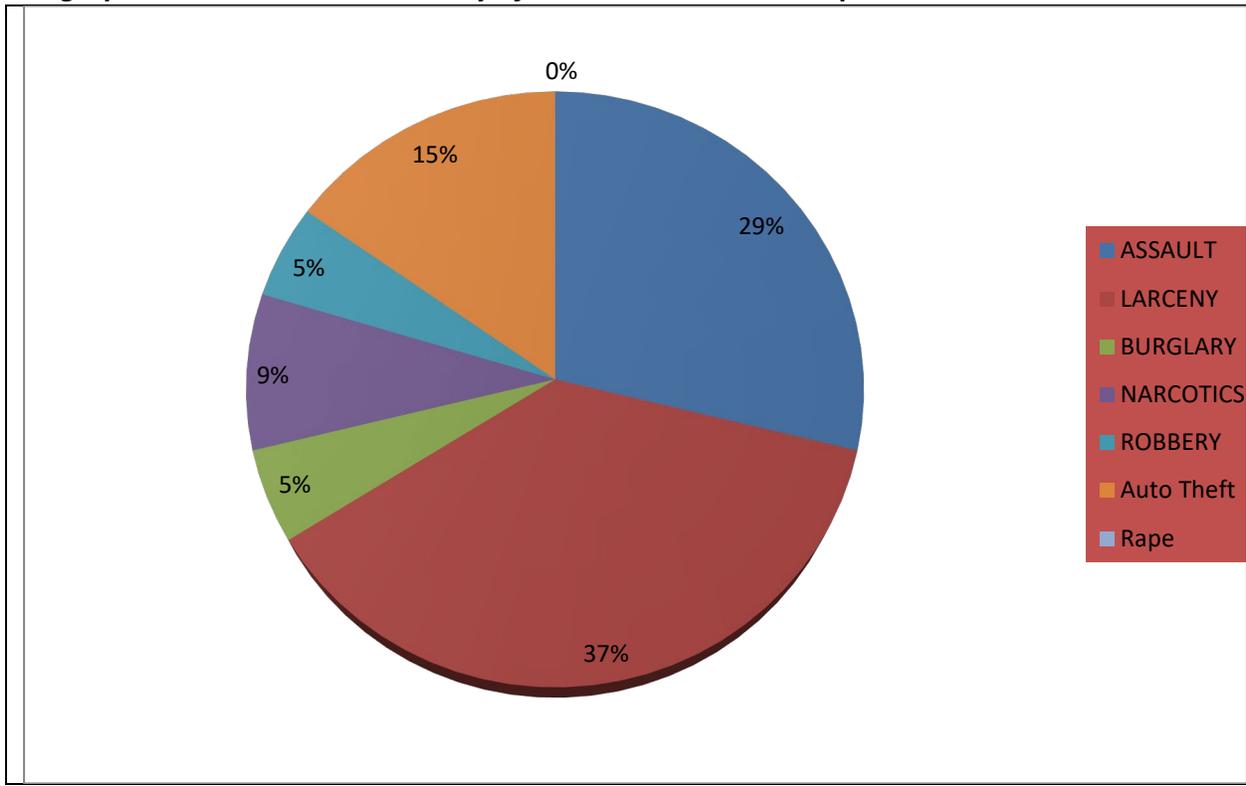
Adult & Juvenile Arrest/Charge Summary

The following is the total of ***Adult and Juvenile Arrests*** made by this department this month. These statistics represent arrests made for Criminal Code as well as Municipal Ordinance violations.

Arrests

Adult Arrests	Juvenile Arrests
51	0

The graph below is a visual summary of the Current Month's Top 7 Criminal Violations.



Current Month's Top 7 Criminal Violations by District

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

	<i>Daniel District 1</i>	<i>Ruiz District 2</i>	<i>Morris District 3</i>	<i>Lassiter, Jr. District 4</i>	<i>Tice District 5</i>
Assault	2	2	4	2	3
Larceny	3	3	0	1	4
Burglary	1	2	1	0	0
Narcotics	1	3	0	1	4
Robbery	0	0	1	0	0
Auto Theft	2	0	1	0	1
Rape	0	0	0	0	0

Traffic Violations

There was a total of 820 traffic violations during the month of March 2020. *They included:*

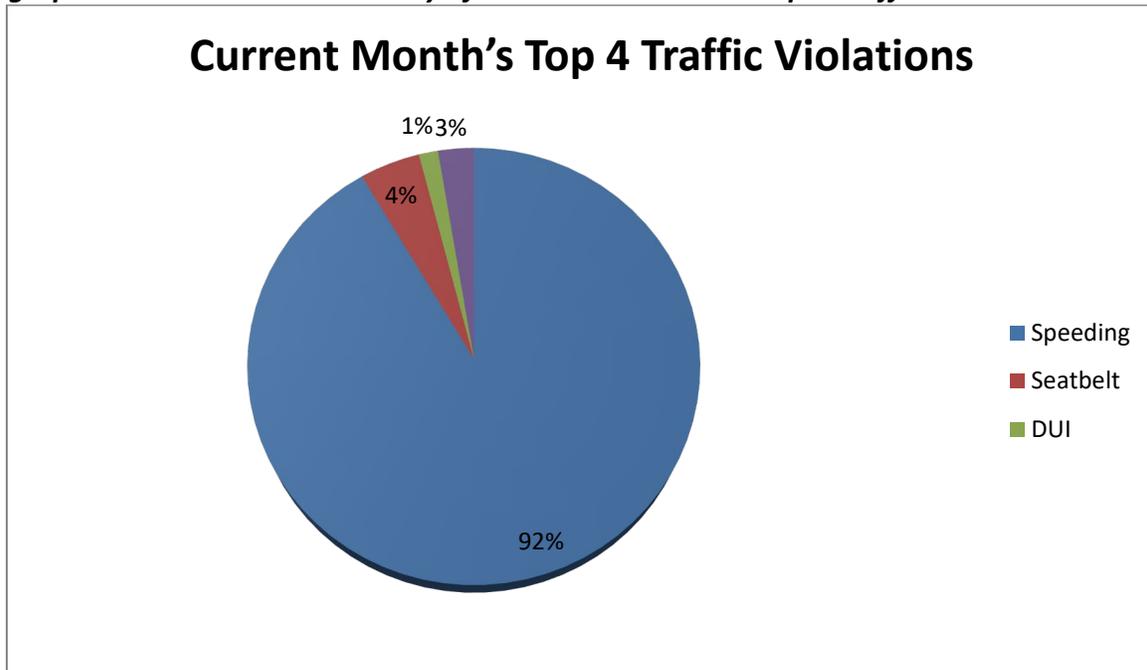
Traffic Citations Issued

Speeding Violations	347	Fatalities	0
Written Warnings	182	Miscellaneous Citations	240
Seat Belt Violations	34	Total Citations	820
DUI's	9		

Commercial Vehicle Unit(s) Citations Issued

Total Citations Issued 8

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



Open Records Request

The Garden City Records Clerk received and processed 372 Open Records request for the month of March 2020. A total of 1,084 Open Records Request have been processed from January 1, 2020 to March 31, 2020.

Code Enforcement

Dates for this summary are March 2020

Cases in Compliance	41
Illegal Signs Removed	5
Property/Violation Re-inspection's	102
Properties Maintained in Lieu of Liens	0
Notice of Violations Issued	83
Court Cases Pending	1
Vehicles Tagged for Tow	11
Vehicles Removed/Remediated by or 3 rd Party	5
Vehicles Towed	6
Roll-out Cart Violations	13
Business License Inspections	4
Storm Water Inspections	2

Municipal Court Summary

During the month of March 2020, the Garden City Municipal Court handled 1,433 cases for a current annual total of 4,497 cases.

➤ Total Traffic Citations and Criminal Cases handled in court	634
➤ Total Traffic Citations and Criminal Cases passed to another court date	777
➤ Cases issued probation	22

Training

During the month of March 2020, police personnel reported a total of 267 hours of training resulting in an average of 7.62 hours of training per Officer. Some of the special training classes the officers attended during the month of March were:

Critical Tasks, Family Violence, Criminal Investigation Fundamentals, and NRA Rifle Instructor

Items of Interest for March 2020

- Garden City First Baptist & American Heritage Girls Troop 2007 provided dinner on March 5 & 12, 2020 for the Patrol Division.
- We hired Officer Trenario Scott on March 16, 2020.
- We also hired Police Recruits Shondee Thompson and Joshua Shuford on March 16, 2020.
- K9 Cpl. Brennaman participated in the USPAC K9 Trails in Aiken, SC March 12-14, 2020.
- We hosted Cops at Bus Stops on March 12, 2020 at Savannah Pines Mobile Home Park.

REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: April 20, 2020

SUBJECT: *Fire Department March 2020 Report*

Report in Brief

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

The operations detail contained in this report is for the Month(s) of March of 2020, and all related information is current as of April 1, 2020.

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

Reviewed by: Corbin Medeiros
Title Chief of Fire

Ron Feldner, City Manager

Attachment(s)

Calls for Service in March of 2020

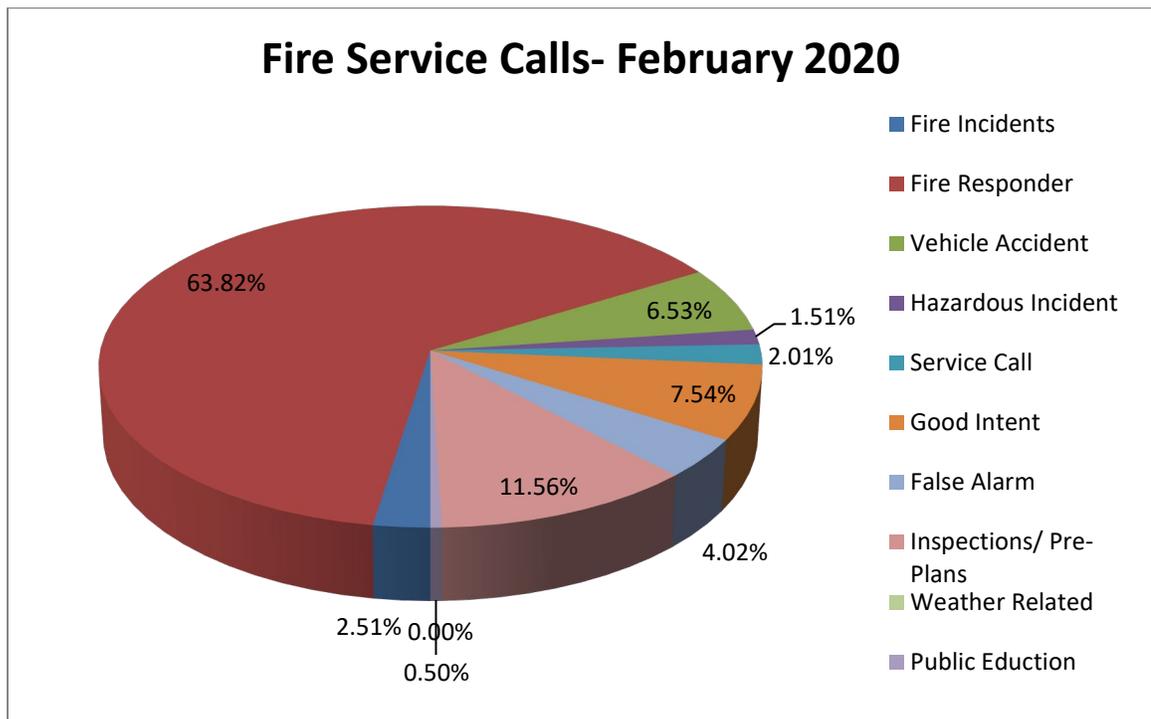
There were a total of 163 calls for service in the month of March, 2020, for a total of 491 calls for service year to date.

Current month's calls included:

Incident Type:

Fire Incidents	5	Good Intent	15
Fire Responder	127	False Alarm	8
Vehicle Accident	13	Service Call	4
Hazardous Incident	3	Inspections/ Pre-Plan	23
Weather Related	0	Public Education	1

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



Department Activities/ Events

Department Training

In February fire personnel reported a total of 394.5 hours of training resulting in an average of 20.8 hours of training per Firefighter.

Fire Instructor 1

Sgt. Sullivan attended Fire Instructor 1 at Pooler Fire Rescue Station 1 in Pooler.

Fire Department Management

Captains Johnson attended Fire Department Management at the GPSTC campus in Forsyth.

Mental Health First Aid for Public Safety

Safety Officer Kimball attended Mental Health First Aid for Public Safety at CCSO training complex in Chatham County.

Introduction to Fire Inspector: Basic Principles & Practices of Fire Inspections

Assistant Chief Lewis and Safety Officer Kimball attended Introduction to Fire Inspector: Basic Principles & Practices of Fire Inspections

Fire Marshal's Office

Conducted 5 Re-Inspection, 9 Annual Inspections, 8 Plan Reviews, and 1 Occupational Tax Certificate.

Chatham County EMS Meeting

Assistant Chief Lewis and Safety Officer Kimball attended Chatham County EMS Meeting at St. Joseph Candler

Meeting with Local Departments

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

Community Relations Activities/Events

Senior Center Blood Pressure Checks

During the month of March, the Department suspended conducting weekly blood pressure checks at the Senior Center on Tuesdays. Do to COVID 19

Department Instructed CPR Class

During the month March, the department American Heart Association Training Site conducted Heart Saver First Aid /CPR AED (2 class) for a total of 19 students before we suspended classes do to COVID 19.

Smoke Alarm Blitz with The American Red Cross

We conducted a Smoke Alarm Blitz with the American Red Cross between 1st to 5th streets installing 18 smoke alarms.

Looking Ahead

- Bringing more state certified training to the City of Garden City which will be made available to surrounding municipalities and the Georgia Port Authority.
- Assisting and attending state certified classes that are offered in surrounding municipalities.
- Broadening the community outreach with continued programs such as Remembering When, community CPR classes, the smoke detector program, and Close Before you Doze.
- Pursuing various grants for department equipment.

A RESOLUTION AUTHORIZING GARDEN CITY, GEORGIA, TO BORROW AN AMOUNT NOT TO EXCEED TWO MILLION (\$2,000,000) DOLLARS FROM THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY TO FINANCE CONNECTING TO THE CITY OF SAVANNAH WATER SYSTEM AT THE INTERSECTION OF DEAN FOREST ROAD AND PROSPERITY DRIVE AS WELL AS CONSTRUCTING NEW WATER INFRASTRUCTURE TO SERVICE PROPERTIES IN THE PROSPERITY DRIVE UTILITY SERVICE AREA; TO AUTHORIZE THE CITY MANAGER AND CLERK OF COUNCIL TO EXECUTE AND ATTEST, RESPECTIVELY, THE LOAN DOCUMENTS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of Garden City, Georgia, is desirous of (1) making a connection to the existing City of Savannah L&D 24-inch water main located on the West side of Dean Forest Road near the intersection with Prosperity Drive, including the installation of a master meter and associated appurtenances at such the connection, and the installation of a new 30-inch steel casing with 18-inch water main running from such meter under Dean Forest Road to a point on the eastern right-way line of Dean Forest Road; (2) constructing an extension of the 18-inch water main eastward along Prosperity Drive to property currently owned by the Lovell Company Tract (Tax Parcel No. 6-930-01-002); and, (3) designing extensions of the 18-inch water main to provide water/sewer service to the Lovell Company Tract as well as other properties located on Prosperity Drive, Airport Park Drive, and Old Dean Forest Road collectively known as the "Prosperity Drive Utility Service Area;" and,

WHEREAS, the Mayor and Council has determined to borrow an amount not to exceed \$2,000,000.00 from the GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described above and also described in Exhibit "A" to the hereafter defined Loan Agreement (the "Project), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the City and the Lender, the form of which is attached hereto as Exhibit 1; and,

WHEREAS, the City's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the City, the form of which is attached hereto as Exhibit 2; and,

WHEREAS, the terms of the Loan Agreement and the Note (including the interest rate provisions which shall be as provided in the Note) are in the best interests of the City for the financing of the Project;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the Mayor and Council that the terms of the Loan

Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the City for the financing of the Project, and that Ron Feldner, as City Manager, and Rhonda Ferrell-Bowles, as Clerk of Council, are hereby designated and authorized to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

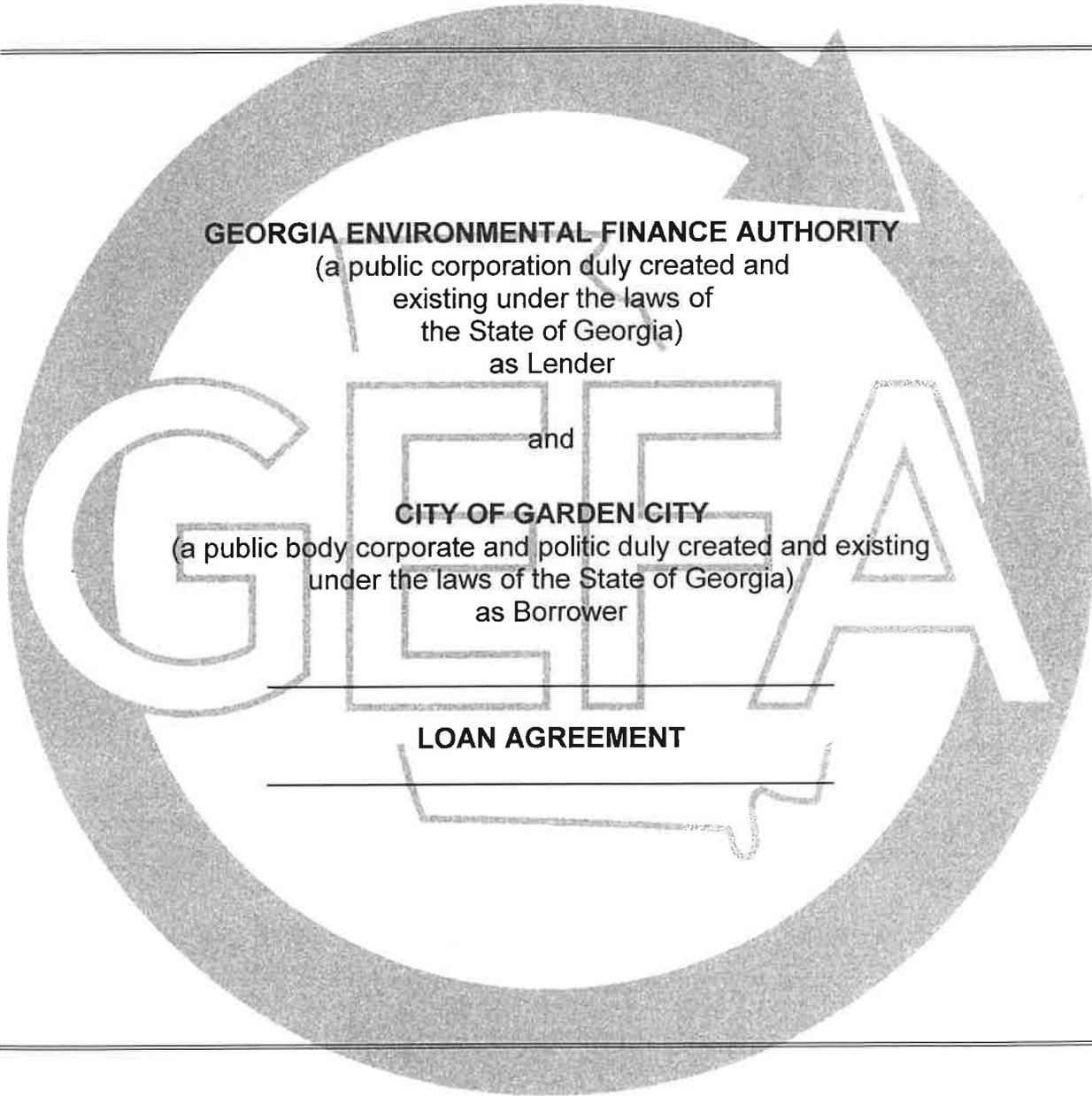
The effective date of the Resolution shall be when approved by the Mayor and Council.

SO RESOLVED this 20th day of April, 2020.

RHONDA FERRELL-BOWLES,
Clerk of Council

RECEIVED AND APPROVED this 20th day of April, 2020.

Don Bethune, Mayor



GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF GARDEN CITY
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

**DO NOT
DATE THIS
PAGE**

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between **CITY OF GARDEN CITY**, a Georgia political entity (the "**Borrower**"), whose address for purposes of this Agreement shall be **CENTRAL AVE, GARDEN CITY, GA 31405**, and the **GEORGIA FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000)** from the **GEORGIA FUND** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2021**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(d) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(f) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(h) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(k) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower’s consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

“Fixed Charges” means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower’s long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower’s water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

“Fixed Charges Coverage Ratio” means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

“Income Available For Fixed Charges” means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower’s Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 7, 2020**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

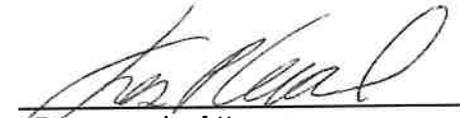
(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF GARDEN CITY

Approved as to form:

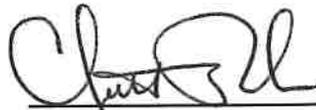
By: 
Borrower's Attorney

Signature: 

Print Name: Ron Feldner

Title: City Manager

(SEAL)

Attest Signature: 

Print Name: C. Scott Robison

Title: City Marshal

**GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY**

Signature: _____
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

This project will install a metering station that connects to the city of Savannah's water system, construct a new water infrastructure system, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

ITEM	TOTAL	GA FUND	LOCAL FUNDS
Construction	\$1,700,000	\$1,700,000	-
Contingency	340,000	140,000	200,000
Engineering/Inspection	145,000	145,000	-
Administrative/Legal	15,000	15,000	-
TOTAL	\$2,200,000	\$2,000,000	\$200,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

ACTION	DATE
Plans & Specs Submitted to EPD	OCTOBER 2019
Bid Opening	JANUARY 2020
Notice to Proceed	FEBRUARY 2020
Completion of Construction	JANUARY 2021

SPECIMEN PROMISSORY NOTE

\$2,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 44/100 PERCENT (1.44%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2021**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

- X. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following, except as provided in section XIV below:
- A. Proof of advertising;
 - B. Certified detailed bid tabulation;
 - C. Engineer's award recommendation;
 - D. Governing body's award resolution;
 - E. Executed contract documents, including plans and specifications;
 - F. Construction and payment schedules;
 - G. Notice to proceed;
 - H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
 - I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
- XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
- XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
- XIII. Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.
- XIV. Public works construction contracts necessitated by an emergency shall be performed in accordance with O.C.G.A. Section 36-91-22 (e). The Borrower shall provide to the Lender a ratification detailing the nature of the emergency.

STATE REQUIREMENTS

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

None.

FINANCIAL COVENANTS

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

None.

EXHIBIT E

April 20, 2020

Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **CITY OF GARDEN CITY** (the “Borrower”), I have examined duly executed originals of the Loan Agreement (the “Loan Agreement”), Loan/Project No. **GF2019008**, between the Borrower and **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the “Lender”), the related Promissory Note (the “Note”) of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the “Credit Documents”), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

JAMES P. GERARD
For the Firm

Date: April 20, 2020

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF GARDEN CITY

Loan Number: GF2019008

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the ____ day of _____, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$2,000,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: _____

Secretary/Clerk

(SEAL)

PROMISSORY NOTE

\$2,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION DOLLARS AND ZERO CENTS (\$2,000,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 44/100 PERCENT (1.44%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2021**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the "**Loan Agreement**"), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this

Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

CITY OF GARDEN CITY

Approved as to form:

Signature: _____

Print Name: _____

By: _____

Title: _____

Borrower's Attorney

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

A RESOLUTION AUTHORIZING THE PAYMENT OF EMERGENCY INCIDENT PAY TO EMERGENCY ESSENTIAL CITY PERSONNEL DURING THE TERM OF THE CITY'S LOCAL STATE OF EMERGENCY AS WELL AS THE STATE DECLARATION OF EMERGENCY AND GOVERNOR KEMP'S APRIL 2, 2020, SHELTER-IN-PLACE EXECUTIVE ORDER ALL ISSUED IN CONNECTION WITH THE COVID-19 PANDEMIC

WHEREAS, on April 2, 2020, Governor Brian Kemp issued an Executive Order entitled "Executive Order to Ensure a Safe and Healthy Georgia," instructing the residents of Georgia to Shelter-in-Place with specified exceptions to include Critical Infrastructure Essential Workforce such as those government employees who provide essential services to citizens and businesses on behalf of their local government (said Order being extended on April 8, 2020, through April 30, 2020); and,

WHEREAS, on April 3, 2020, Garden City issued a Declaration of Local Emergency adopting the terms and provisions of the Governor's April 2, 2020, Executive Order, which was the fourth Declaration of Local Emergency issued by the City relating to the COVID-19 pandemic since initially issuing a Declaration of Local Emergency on March 22, 2020 (the Governor having declared a Public Health State of Emergency for the State of Georgia on March 14, 2020, which is scheduled to be in effect until May 13, 2020); and,

WHEREAS, based on the continuing and increased threat of the COVID-19 virus, the City has re-declared local emergency conditions within the City every three (3) days, the last declaration being issued on April 18, 2020; and,

WHEREAS, Governor Kemp's April 2, 2020, Executive Order includes information to assist with its implementation including the US Department of Homeland Security (DHS) document entitled "Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response (Version 2.0 dated March 28, 2020);" and,

WHEREAS, on April 3, 2020, the City completed a staffing analysis using the DHS guidance document referenced herein to designate which City employees were deemed to be "Emergency Essential Workers" needing to come into the workplace to perform their specified duties to ensure the continued functional operation of the City government during the duration of the above-mentioned State and City declarations of emergency as well as the Governor's April 2, 2020, Executive Order; and,

WHEREAS, in accordance with the City’s Employee Emergency Incident Pay Policy adopted by the Mayor and City Council on November 4, 2019, the City’s designated emergency essential personnel are entitled to Essential Personnel Pay during a declared emergency period for a “Level 2 Activation Level” event such as the COVID-19 pandemic which constitutes an unplanned major disaster threatening public health and triggering the implementation of the City’s emergency operations plan as well as a partial activation of the Chatham County Emergency Operations Center (EOC); and,

WHEREAS, the City Manager is charged with management and oversight of the City’s operations during the COVID-19 pandemic, and is further responsible for ensuring the City’s financial resources are utilized in a manner that is reasonable, prudent, and supports the City’s financial interests, both long term and short term; and,

WHEREAS, the City Manager possesses, by virtue of the authority granted to the position by the City Charter and the City Council, the ability to utilize operational discretion to expend public resources to meet the needs of the City during both normal and emergency operational circumstances; and,

WHEREAS, due to the unknown scope, extent, and duration of the COVID-19 pandemic, the anticipated impacts on the local economy and City revenue forecasts, the City Manager must judiciously utilize resources to ensure the financial health and solvency of the City’s Operating Funds; and,

WHEREAS, in general conformance with the aforementioned DHS guidance, City staff has recommended increasing the compensation of the City’s Emergency Essential Workers by \$2.50 for each hour worked for the duration of the City’s Declaration of Local Emergency as well as for the duration of the Governor’s Pubic Health State of Emergency and April 2, 2020 Executive Order, said recommendation being based on the critical importance of the work being performed by such personnel during such time and the municipal resources available to fund such increased compensation for the potentially long duration of the COVID-19 pandemic; and,

WHEREAS, the increased compensation proposed by the City Manager under a Level 2 Activation Level is both reasonable and necessary with regard to the type, nature, and anticipated duration of the COVID-19 pandemic to ensure the continuance and quality of critical municipal services to the citizens and businesses of Garden City;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, and it is hereby resolved in accordance with the City’s Employee Emergency Incident Pay Policy as follows:

1. Retroactive to March 22, 2020, when Garden City initially issued a Declaration of Local Emergency in connection with the COVID-19 pandemic, any City employee designated as an “Emergency Essential Worker” by the City Manager and Human Resource Director shall be paid an extra \$2.50 per hour for each hour which such employee is authorized to work to perform his/her specified duties during the pendency of such Declaration as well as during the term of Governor Kemp’s Public Health State of Emergency for the State of Georgia, and the April 2, 2020, Shelter-in-Place Executive Order. Said additional compensation shall not be included in an employee’s regular rate of pay for purposes of computing overtime pay under the Federal Labor Standards Act.

2. The City Manager, after consulting with the City’s Human Resource Director, shall be authorized, on behalf of the City, to undertake whatever actions which he deems necessary to further the intent of this Resolution.

ADOPTED AND APPROVED this 20th day of April, 2020.

RHONDA FERRELL-BOWLES
Clerk of Council

RECEIVED AND APPROVED this 20th day of April, 2020.

DON BETHUNE, Mayor



G A R D E N C I T Y

OFFICE OF
THE CITY MANAGER

Ronald A. Feldner, P.E.
City Manager

MEMORANDUM

To: Mayor and City Council
From: Ron Feldner
Date: April 17, 2020
Re: Consideration of Hazard Pay for the COVID-19 Emergency Incident/Declaration

The purpose of this memorandum is to follow up on my previous memo dated April 10, 2020 which outlined the City staff's initial actions related to the specifics of the implementation of "Hazard Pay/Compensation" in accordance with the City's existing Employee Emergency Incident Pay Policy (EEIPP) dated November 4, 2019.

FEMA Reimbursement Overview

In my April 10, 2020 memo, I provided information regarding the status of potential legislation through the US Congress as it relates to Hazard Pay for certain professions such as medical workers, public safety, etc. As of April 17, 2020, the US Congress has not enacted Federal legislation as it relates to Hazard Pay for employees designated as "Essential Critical Infrastructure Workforce" who continue to work during the current COVID-19 pandemic and associated State of Emergency in Georgia. As a result, the City has consulted with our FEMA Public Assistance consultant (Rostan Solutions) regarding the content of our existing EEIP as it relates to the current COVID-19 pandemic as well as the prospect of hazard pay for Garden City's essential workforce and eventual reimbursement of the same.

It was noted in the April 10, 2020 memo that the City staff believed that the existing EEIPP as adopted was broadly written to include "epidemics" such as what is playing out with COVID-19. If the City were to begin issuing Hazard Pay under the existing EEIP and seek future FEMA reimbursement, Rostan has advised us that our existing policy would be evaluated/scrutinized by FEMA under four general criteria as it relates to eligibility for reimbursement under the current COVID-19 emergency incident and associated emergency declarations. The eligibility assessment of the City's existing EEIP to these four criteria is summarized below.

Initially, FEMA determines the eligibility of overtime, premium pay, and compensatory time costs based on the Applicant's pre-disaster written labor policy, provided the policy¹ addresses the following:

1. Criteria 1 - Does not include a contingency clause that payment is subject to Federal funding;
2. Criteria 2 - Is applied uniformly regardless of a Presidential declaration; and
3. Criteria 3 - Has set non-discretionary criteria for when the Applicant activates various pay types.

¹ FEMA Public Assistance Policy and Procedure Guide [*FP-104-009-2*]: Chapter 6.II.A p.67; (January 1, 2020) (V4.0)

NOTE: Rostan has performed an initial review and they believe our existing policy does, in-fact, meet the three initial threshold criteria described above.

Specific to “Hazard Pay”, FEMA provides the following guidance:

4. Criteria 4 – “Extraordinary costs (such as call-back pay, night-time and weekend differential pay, and hazardous duty pay) for essential employees who are called back to duty during administrative leave to perform eligible Emergency Work are eligible if costs are paid in accordance with a labor policy that meets the criteria above.”²

In addition to the City’s EEIP and subsequent actions meeting these four criteria, FEMA generally requires that all costs must be reasonable and equitable under the circumstances within which they were incurred.

Proposed Hazard Pay Plan

Based on the research conducted and the consultations summarized herein, the City staff proposes to implement the City’s existing EEIP as it pertains to Hazard Pay with the approval of the City Council. However, due to the largely unknown scope and scale of the COVID-19 Pandemic, and the potentially extended duration of required emergency measures, City staff is also proposing that the City Manager be authorized to adjust Hazard Pay rates to take into account the financial impacts and the type of work being performed to ensure that all expenditures are reasonable. Please see the following recommendations for your consideration and refer to the information contained in the City Council Resolution related to Hazard Pay:

- On April 2, 2020, Governor Brian Kemp issued an Executive Order (EO) entitled “Executive Order to Ensure a Safe and Healthy Georgia”. This EO instructed the residents of Georgia to Shelter-in-Place (SIP) with specified exceptions to include Critical Infrastructure Essential Workforce such as those government employees who provide essential services to citizens and businesses on behalf of their local government.
- Governor Kemp’s EO included information to assist with the implementation of the order including the US Department of Homeland Security (DHS) document entitled “*Guidance on the Essential Critical Infrastructure Workforce: Ensuring Community and National Resilience in COVID-19 Response (Version 2.0 dated March 28, 2020)*”.
- On April 3, 2020, the City completed a staffing analysis using the DHS guidance document referenced herein to designate which City employees are deemed to be essential workers who need to come into the workplace to perform their specified duties to ensure the continued functional operation of the City government.
- In accordance with the City’s existing EEIP, the City Council would authorize the Hazard Pay aspects of the EEIP commensurate with a “Level 2 Activation Level” event, through approval of the Resolution that is enclosed with the April 20, 2020 City Council packet and make the effective date of the Hazard Pay retroactive back to the date of the first Garden City Emergency Declaration dated March 22, 2020.
- Consistent with efforts to responsibly manage the City’s resources, City staff is proposing to recommend Hazard Pay of an extra **\$2.50 per hour** for each hour worked for City employees designated as “essential workers” in general conformance with the aforementioned DHS guidance and as designated by the City. All City staff that is designated as essential workforce would be paid this additional compensation for each hour they worked in a pay period, but this

^{2 2} FEMA Public Assistance Policy and Procedure Guide [FP-104-009-2]: Chapter 6.II.B.6 p.69; (January 1, 2020) (V4.0)

additional compensation would **not** be escalated to a 1.5x rate (i.e. \$3.75 per hour) for overtime hours worked by an “essential workforce” employee.

- The City staff has estimated that the Hazard Pay expense to be approximately \$12,500 per pay week or \$25,000 per bi-weekly pay period assuming minimal overtime. If adopted using the retroactive date of March 22, 2020, the incurred cost of the plan would be approximately \$52,000 as of April 20, 2020. The existing SOE declared by Governor Kemp is scheduled to be in place through at least May 13, 2020. As such, the proposed plan expense for the period of March 22 to May 13 would likely be on the order of \$93,750 with the final cost of the plan being dependent on the duration of Governor Kemp’s SOE declaration and if any overtime is incurred by the City.
- If approved, the operationally-adjusted Hazard Pay provisions as stated in the adopted Resolution will be further incorporated into the Emergency Declaration which is to be published by the City effective at 5:00 pm on April 21, 2020.

Please contact me with any questions regarding the information contained in this memo.

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY, GEORGIA, TO ENGAGE THE SERVICES OF ROSTAN SOLUTIONS, LLC, FOR THE PROVISION OF EMERGENCY PUBLIC ASSISTANCE CONSULTING SERVICES WITH RESPECT TO RECOVERING FROM FEDERAL AND STATE AGENCIES ELIGIBLE COSTS THAT WILL BE INCURRED BY THE CITY AS A RESULT OF THE CITY'S RESPONSE TO THE COVID-19 PANDEMIC; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A TASK ORDER FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of engaging the public assistance consulting services of Rostan Solutions, LLC, pursuant to that certain Master Services Agreement for Debris Monitoring & Public Assistance Consulting Services between the City and the company dated November 29, 2018, to assist it with recovering from the appropriate federal and state agencies eligible costs that the City shall incur as a result of its response to the COVID-19 pandemic; and,

WHEREAS, pursuant to the above-mentioned Master Agreement, the public assistance consulting services which Rostan Solutions, LLC, provides include, but are not limited to, the identification of eligible emergency recovery work, assessing and categorizing recovery costs, and assisting in attaining emergency funding from federal and state sources; and,

WHEREAS, Rostan Solutions, LLC, has offered to work with state and FEMA representatives to facilitate the coordination of eligible costs for reimbursement for emergency protective measures taken in connection with the COVID-19 pandemic; to assist the City in developing an approach to tracking such costs; to categorize and measure the City's recovery expenses through the generation of worksheets documenting same; to review cost eligibility issues with the City; and to draft and process, on the City's behalf, applications for the recovery of eligible costs from the appropriate governmental agencies; and,

WHEREAS, Rostan Solutions, LLC, is well-qualified to provide such services, having previously provided public assistance consulting services to the City in connection with recovering costs incurred by the City in the course of responding to all of the major hurricane disasters during the last four years; and,

WHEREAS, Rostan Solutions, LLC, has submitted a task order for such services at a fee not to exceed \$10,000.00 without authorization of the City, which task order is more than adequate with respect to both scope and price, a copy of said task order being attached hereto as Exhibit "A";

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

1. The Mayor and Council of Garden City, Georgia, shall engage the professional public

assistance consulting services of Rostan Solutions, LLC, to provide immediate and strategic emergency consulting services to the City which the company shall represent in recovering from the appropriate federal and state agencies eligible costs incurred by the City as a result of the City's response to the COVID-19 pandemic.

2. The City Manager is hereby authorized to execute, on behalf of the City, the task order attached hereto as Exhibit "A" defining both the scope and establishing the consulting fee of \$10,000.00 for the performance of such services which shall be carried out pursuant to the City's November 29, 2018, Master Services Agreement with the consulting company.

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

SO RESOLVED this 20th day of April, 2020.

RHONDA FERRELL-BOWLES, Clerk of Council

Received and approved this 20th day of April, 2020.

DON BETHUNE, Mayor

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN
GARDEN CITY, GA AND ROSTAN SOLUTIONS, LLC**

TASK ORDER NO. 5

This Task Order has been prepared in accordance with the **MASTER SERVICES AGREEMENT FOR DEBRIS MONITORING & PUBLIC ASSISTANCE CONSULTING SERVICES** between Rostan Solutions, LLC (CONSULTANT) and Garden City, GA (OWNER), dated November 29, 2018.

Scope of Services

See Attachment A

Schedule

CONSULTANT shall complete its work: As directed by the Owner.

Fee:

CONSULTANT's Total Compensation Authorized under this Task Order, which shall not be exceeded without prior written authorization of OWNER, is \$10,000.

OWNER and CONSULTANT have caused this Task Order to be authorized as of the effective date of April 15, 2020.

CONSULTANT



Darius Stankunas
President

Date April 15, 2020

OWNER



Ronald Feldner
City Manager

Date April 15, 2020

EXHIBIT "A"

ATTACHMENT A

Public Assistance Consulting Services

Background

As a result of the evolving COVID-19 pandemic, ROSTAN has assembled its credentialed team of experts who specialize in all phases of disaster recovery and technical assistance, specifically to address the emergency needs of our clients. Our experts have decades of experience providing grant management administration and technical services for federal programs on behalf of our clients. In this role, we have served as the liaison between our clients and the federal and state agencies tasked with providing disaster recovery funding. Our clients are comprised of local municipal and county governments, tribal nations, and eligible private-non-profit organizations. This experience allows us to fully represent our existing clients, as well as prospective clients, in all aspects of the response phase, specifically for Emergency Protective Measures that will be claimed under Category B of the Public Assistance Program for the COVID-19 disaster.

During this crisis, ROSTAN provides immediate and strategic emergency consulting services to represent our clients' interests and recover eligible costs that will be incurred as a result of the response to the COVID-19 pandemic.

Project Overview

ROSTAN understands that our clients require the support of a qualified FEMA Consultant to assist with scope of work development and formulation of projects necessary to address the emergency needs created by the spread of COVID-19. The work initially believed to be necessary to address the COVID-19 threat includes, but may not be ultimately limited to, the following tasks:

- Research and Investigation into sources of Potential Federal and State Grant Funding or Direct Assistance for Costs Incurred in Response to the COVID-19 disaster.
- Coordination and meeting facilitation with federal, state, and local officials to support client's role in responding to affected populations.
- Management of FEMA Grants Portal and state grants management systems for all documentation submittals.
- Organization and preparation of incurred costs for potential federal or state reimbursements.
- Provide eligibility determinations and justification memorandums for cost expenditures.

Deliverables

Grant Management Task Deliverables:

- Provide general grant management consulting.
- Assist in the development of a disaster recovery team.
- Assist in the development of a comprehensive recovery strategy.
- Provide advice to disaster recovery team as appropriate and participate in meetings.
- Prepare draft correspondence to state agencies and FEMA as necessary.
- Facilitate the management of all submitted documentation, including procurement specifications for recovery phase efforts and respond to all state agency/FEMA Requests for Information (RFI).
- Facilitate meetings with applicable agencies.

Eligibility Task Deliverables:

- Review eligibility issues. Work with client to develop justifications for work performed to remediate, restore, and mitigate.
- Assist client in developing approach to filing and tracking costs.
- Assist client with cost analyses and RFI's.
- Review contracts and purchasing documentation.
- Review documentation prepared by client.
- Assist client with compiling costs and damages for presentation to FEMA and state.
- Assist client to prepare Project Worksheets (PW) documentation.
- Assist client with any disputes and appeal/arbitration issues.

Engagement Task Deliverables:

- Work with state and FEMA representatives to facilitate the coordination of eligible costs for reimbursement for emergency protective measures.
- Status meetings, notes / action items.
- Recommendation memos regarding FEMA process and/or policy (as needed).
- Draft Project Worksheet(s) / supporting documentation, emergency work categories.
- Draft projects / grant applications for mitigation work / hazard vulnerability / resiliency improvements.
- Support services for estimating, engineers, environmental, remediation, etc.
- Support in required responses to appeals, audits, and state/federal RFIs.

An assigned project manager will serve as our Team Lead and will be responsible for the tasks outlined above, working directly with the client's designee. Other Rostan consulting staff will provide support or technical services as required for implementation and accounting of emergency protective measures.