

A G E N D A

City Council Meeting

Monday, September 21, 2026 – 6:00 p.m.

➤ **OPENING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Roll Call
- Presentations:
 - Proclamation to designate September 15, 2026 – October 15, 2026, as National Hispanic Heritage Month

➤ **FORMAL PUBLIC COMMENT**

- **Slade Cole** – Mr. Cole requests to address the City Council regarding 1514 Telfair Road and 100 Bunker Pit Road.

Formal Public Comment – City Council Agenda Protocol

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

➤ RECEIPT OF INFORMAL PUBLIC COMMENT

Procedure: To best manage this meeting section, any person who 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.

➤ PUBLIC HEARINGS

- **ZMA-26-0001:** Receipt of public comment on a request by Theodoros Triantafilloy, applicant seeking approval to rezone 6020 Commerce Blvd, 6018 Commerce Blvd, 7 Hanger Court, and 11 Hanger Court from I-1 to I-2.

Speaking to a Public Hearing Item Protocol

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

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

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

Procedures for Conducting Public Hearings on Proposed Zoning Decisions:

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

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

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

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

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

➤ **Approval of City Council Minutes**

- Consideration of the minutes from the August 17th Pre-Agenda Session and City Council meeting minutes, and September 14th Workshop meeting minutes.

➤ **ITEMS FOR CONSIDERATION**

- **Ordinance – Zoning Map Amendment (6020 Commerce Blvd, 6018 Commerce Blvd, 7 Hanger Ct., and 11 Hanger Ct.):** An ordinance to amend the zoning ordinances and map of Garden City, Georgia, as amended to rezone from a zoning classification of “I-1” to a zoning classification of “I-2” lots numbered 53, 54, 55, 56, 57, & 58, Port Industrial Park 2 Phase A, Garden City, Chatham County, Georgia, located at 6018 Commerce Boulevard, 6020 Commerce Boulevard, 7 Hanger Court, and 11 Hanger Court, currently owned by Thira Estates, LLC to provide for an effective date; and for other purposes.
- **Resolution – CHA Consulting, Inc. Settlement Agreement:** A resolution to approve and authorize the execution of a settlement agreement and release resolving contractual disputes between the City and CHA Consulting, Inc. regarding the Garden City Gym Complex project; to authorize the City Manager to execute said agreement on behalf of the City; and for other lawful purposes.
- **Resolution – CHSA, Inc. Funding Proposal:** A resolution of the Mayor and Council of Garden City, Georgia authorizing a financial contribution of \$60,000 to the Community Housing Services Agency, Inc. (CHSA) to support residential housing repairs for Garden City residents; and for other lawful purposes.
- **Resolution – Garden City Community Housing Committee Appointments:** A resolution of the Mayor and Council of Garden City appointing members to the Garden City Community Housing Committee pursuant to the resolution adopted on August 17, 2026; fixing initial terms of office; and for other lawful purposes.
- **Resolution – A.D. Williams Construction Co., Inc. Bid Award Agreement:** A resolution of the Mayor and Council of Garden City, accepting the bid of A.D. Williams Construction Co., Inc. for the construction of the 2026 Chatham Parkway improvements project; authorizing the award of a construction contract in the amount of \$334,502.20; authorizing the City Manager and other appropriate city officials to execute contract documents; providing for an effective date; and for other purposes.
- **Resolution – Pavement Assessment Road List Update:** A resolution of the Mayor and Council approving and adopting the updated pavement condition assessment road list and standardized selection framework for municipal road resurfacing; authorizing submission of the standardized road list to the Georgia Department of Transportation (GDOT) for Local Maintenance Improvement Grant (LMIG) funding; providing for an effective date; and for other purposes.
- **Resolution – Dustcom Limited, Inc. Estimate Agreement (Hwy 21 Fire Hydrant Repair):** A resolution of the Mayor and Council accepting the quote from Dustcom Limited for the emergency repair of a fire hydrant on Highway 21 in an amount not to exceed \$50,000; authorizing the performance of work pursuant to the existing emergency services contract; authorizing the City Manager to execute necessary documents; providing for an effective date; and for other purposes.

- **Resolution – Vendor Partnership Proposal Agreement (Recreation Department):** A resolution of the Mayor and Council of Garden City, selecting Coca-Cola Bottling Company United, Inc. (Savannah Coca-Cola Bottling Company) for an on premises beverage marketing and exclusivity agreement for the Garden City Recreation Complex; authorizing the City Manager to execute said agreement; and for other lawful purposes.
- **Resolution – City of Savannah Intergovernmental Agreement (JAG Program):** A resolution of the Mayor and Council of Garden City, Georgia accepting the terms of the 2025 Byrne Memorial Justice Assistance Grant (JAG) Program Award; designating the City of Savannah as the fiscal and compliance agent; authorizing the City Manager to execute an intergovernmental agreement between the City of Savannah and Garden City; and for other lawful purposes.
- **Resolution – Fire Service Automatic Aid Agreement:** A resolution of the Mayor and Council of Garden City to approve an agreement for fire service automatic aid between the cities of Pooler, Port Wentworth, Bloomingdale, and Garden City; to authorize the City Manager and the Fire Chief to execute said agreement; to provide for an effective date; and for other lawful purposes.
- **Resolution - Real Estate Land Acquisition:** Consideration by Mayor and Council to purchase a tract of land in Garden City, Georgia measuring 2.27 acres known as the Eastern Half of Lot 19, Happy Discovery Tract, Section B, Chatham County, Georgia owned by Marsha Mack, Keith Mack, Kerry Mack, and Kenneth Mack; with the intent to construct a bypass road running from Priscilla D. Thomas Way to Hawkinsville Road.
- **Resolution – Training Range Land Use Authorization (Police Department):** A resolution of the Mayor and City Council of Garden City, authorizing the designation and use of a one acre portion of the city-owned 47.87 acre tract located on Big Hill Road, Garden City, Georgia (Chatham County, Georgia) as a dedicated law enforcement firearms training facility; restricting use exclusively to the Garden City Police Department and authorized law enforcement partners; providing for operational control; repealing conflicting resolutions; and for other lawful purposes.

➤ **ADJOURN**

PROCLAMATION

A Proclamation of the City of Garden City to Recognize September 15, 2026 Through October 15, 2026 as National Hispanic Heritage Month

WHEREAS, on September 17, 1967, President Lyndon B. Johnson signed into law the National Hispanic Heritage Week Bill, which authorized the President to designate the week of September 15 as “National Hispanic Heritage Week,” which was first observed in 1968; and

WHEREAS, in 1988, President Ronald W. Reagan signed into law the creation of National Hispanic Heritage Month. U.S. Rep. Esteban Torres, a proponent of the bill, noted that supporters “want the American people to learn of our heritage. We want the public to know that we share a legacy with the rest of the country, a legacy that includes artists, writers, Olympic champions, and leaders in business, government, cinema, and science;” and

WHEREAS, the City of Garden City is honored to join the federal government and citizens throughout the country in recognizing September 15, 2026, through October 15, 2026, as National Hispanic Heritage Month; and

WHEREAS, the City of Garden City honors and celebrates the contributions of Hispanic Americans in our history across the nation, as well as celebrating the contributions of Hispanic Americans who currently serve our communities here in Garden City; and

WHEREAS, the City of Garden City recognizes the efforts to engage and involve the Hispanic community through education and making resources available; and

WHEREAS, the City of Garden City, in its continued effort for equity and diversity, remains dedicated to providing resources for Spanish-speaking communities.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the City of Garden City, proclaim September 15, 2026, through October 15, 2026, as National Hispanic Heritage Month.

ADOPTED, this 21st day of September ,2026.

Bruce Campbell, Mayor

ATTEST:

Tonya Roper, Clerk of Council



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.7792

REQUEST TO BE PLACED ON THE CITY COUNCIL AGENDA

The City of Garden City would like to hear issues of importance brought by citizens of Garden City as it is in the best interest of the City that the Mayor and City Council be well-informed and prepared to address topics placed on the agenda. In order to better ensure that this process is efficient and effective, the City requires that citizens submit a written form outlining the subject matter about which they would like to speak. The Mayor may rule out of order personal, abusive or indecorous language or matters that the City has no purview over. Completion of this form does not entitle the Speaker to be added to the agenda.

Request Submittal Date: 9/11/2026

Name of Person to Speak: G. Slade Cole

Title: Garden City citizen and property owner

Business / Organization: None

Address: 1600 Telfair Rd.

City/State/Zip: Garden City, GA. 31415

Telephone Number: 912 355-4889 Email Address: slade.cole@comcast.net

Have you addressed your issue(s) with City staff? X Yes No

Have you addressed your issue(s) with the City Manager? Yes X No

City Council Meeting Date: 9/21/2026

PURPOSE:

Brief summary / paragraph of topic: 1514 Telfair Rd, and 100 Bunger Pit Rd., Stormwater, Landscaping, and Open Records.

Telfair Rd drainage basin is documented by multiple engineering and hydrology reports that flooding occurs on Telfair Rd., Bunger Pit Rd. and the structures within the basin. Garden City requires Cargo Loop stormwater to be no greater than the pre-development volume and discharge rate.

The proposed Cargo Loop hydrology report has errors, omissions and inconsistencies. Therefore, the stormwater discharge exceeds the pre-development. Carter Engineering's hydrology report details several items to be corrected. The GSWCC and Coastal Soil & Water Conservation District reviewed the "Plan" dated 8/26/2024 and the "CheckList" is version 1/1/2024. The Cargo Loop hydrology report has been revised several time since 8/26/2024. The Garden City Council meeting 8/17/2026 stated EOM located in Richmond Hill is reviewing the latest revision.

The Cargo Loop Plan requires the Initial Phase to be completed and must pass inspection by the design professional engineer prior to performing any other work. The wet extended detention basin is missing the skimmer, outlet control structure, drain pipe, an emergency spillway, freeboard berm, forebay, and aquatic safety bench.

Signature

9/11/2026

Date

A request must be received by the City Manager **one (1) week** prior to the requested City Council Meeting date in order to include this form in the City Council packet. Please be sure to include a detailed summary of your presentation topic on this form or with your typed description. If presenting collateral materials (handouts, maps, fliers, etc.), **eleven (11)** copies must be submitted with this form. If using other forms of media (PowerPoint Presentation, DVD, CD, etc.), the final version must be submitted electronically (or on flash drive/CD) with this form and no modifications will be accepted or allowed. It is understood that the City reserves the right to re-format the presentation to facilitate its use during the City Council meeting, but the City will not edit content.



The City of Garden City, Georgia
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.7792

CITY STAFF USE ONLY

City Manager	Approved_____	Denied_____	Initial / Date _____
Mayor	Approved_____	Denied_____	Initial / Date _____
Clerk of Council Notified			Initial / Date _____
Council Agenda / Meeting	Approved Date		_____
Requester Notified	Date		_____

Reason for Denial:

MEMORANDUM

To: Garden City Planning Commission & Board of Appeals

From: Carlos Nevarez, Planning and Zoning

Date: September 1st, 2026

Re: ZMA-26-001_Rezoning I1 to I2

<i>Application Type</i>	<i>Zoning Map Amendment (Rezoning)</i>
<i>Applicant</i>	Theodoros Triantafilloy
<i>Name of Project</i>	
<i>Property Address</i>	6020 Commerce Blvd, 6018 Commerce Blvd, 7 Hanger CT, and 11 Hanger CT.
<i>Parcel ID</i>	60891 01013, 60891 01047, 60891 01038, and 60891 01008.
<i>Area of Property</i>	
<i>Existing Zoning</i>	I-1
<i>Existing Land Use</i>	Heavy Industrial
<i>Proposed Zoning</i>	I-2
<i>Proposed Land Use</i>	Heavy Industrial
<i>Comp Plan – Future Land Use</i>	Industrial

GENERAL INFORMATION

Project Description: The proposed zoning modification aims to correct the current zoning designation of the existing use. The parcel located to the north is designated I-2, while the parcel to the south exhibits a split zoning of Industrial and C-2, with the industrial segment adjacent to our property. The surrounding region is exclusively industrial in nature, and no residential zones will be impacted by this change.

Background / Additional Context: The property is encompassed by industrial operations associated with trucking and logistics activities. To the north, it is bordered by East Coast Logistics (zoned I-2). To the west, by a railroad and the airport. To the south, by two parcels accommodating a trucking collision center and a trucking enterprise. To the east, by shipping facilities and used automobile sales.

FINDINGS

Staff has determined this application is complete and contains all required information. In conformance with the City of Garden City Zoning Ordinance Section 90-201(c), the following factors are to be considered for a rezoning request:

1. *Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?* **Yes, most permitted uses in the area require I-2 zoning, and these properties have a use that requires I-2.**
2. *Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?* **No**
3. *Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established single-family neighborhoods on minor streets, leading to congestion, noise and traffic hazards?* **No, the entire area is zoned for industrial use, and there is no impact on traffic or noise.**
4. *Will this request place irreversible limitations or cause material detriment on the area similarly zoned as it is or on future plans for it?* **No, the area is heavily industrial and will not undergo any future changes. It will stay industrial.**
5. *Is there an imminent need for the rezoning and is the property likely to be used for the use requested?* **Yes, all the uses that this property has been or is required to have required I-2 zoning.**
6. *Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?* **No**
7. *Such other matters as the Planning Commission deems relevant.*
The Future Land Use Map indicates this area as Industrial.

ACTIONS

The Planning Commission shall take one of the following formal actions:

- i. *Recommend approval* of the proposed zoning decision as presented;
- ii. *Recommend approval* of the proposed zoning decision with modifications or conditions;
- iii. *Defer action of the proposed zoning decision* upon motion of the Planning Commission or at the request of the applicant. The applicant may revise the proposal based on the comments at the meeting and resubmit it for formal action at a future meeting; or
- iv. *Recommend denial* of the proposed zoning decision.

RECOMMENDATION FROM CITY STAFF:

Staff recommend approval of the rezoning request to I-2 (Industrial) for the subject properties. The properties are currently developed for uses that require I-2 zoning, and the request is consistent with the area's established industrial character. Most surrounding properties are also zoned I-2 and are used for similar industrial purposes, making this a logical extension of the zoning boundary.

The Future Land Use Map designates this area as Industrial, further supporting the proposed zoning. There are no established single-family neighborhoods in the vicinity, and the rezoning will not result in increased traffic, congestion, or adverse impacts to residential areas. The request does not constitute spot zoning, as it is consistent with the area's pattern of zoning and development.

RECOMMENDED MOTION

I move to recommend to the City Council approval of the rezoning application ZMA-26-0001



38

1. PORT INDUSTRIAL PARK

1

2
45.62 AC

LAKE

COMMERCE BLVD

COMMERCE BLVD 60' R/W

HANGER CT 60' R/W

AVIATION CT.

SEABOARD

COASTLINE

RAILROAD

49

WETLANDS
0.01 AC HIGH
0.07 AC WETLANDS

17
1.2 AC

15
1.08 AC

14
1.08 AC

13

38
2.77 AC
(558.57)

47
2.34 AC

14

17

16

50
(3)
89 AC

51
(4)
1.08 AC

46

21

37
(2)

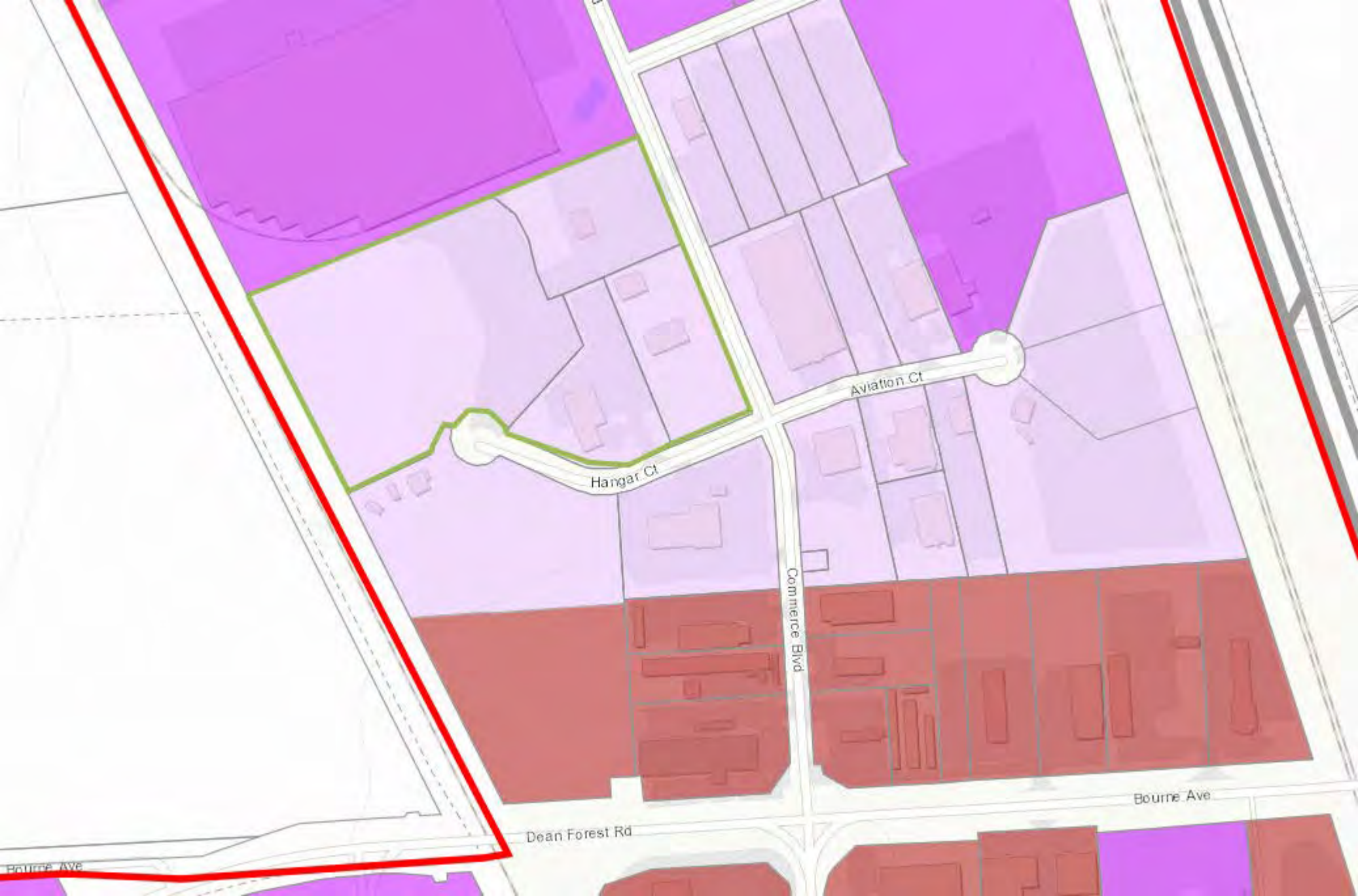
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41
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29
(C)

28
(B)



Aviation Ct

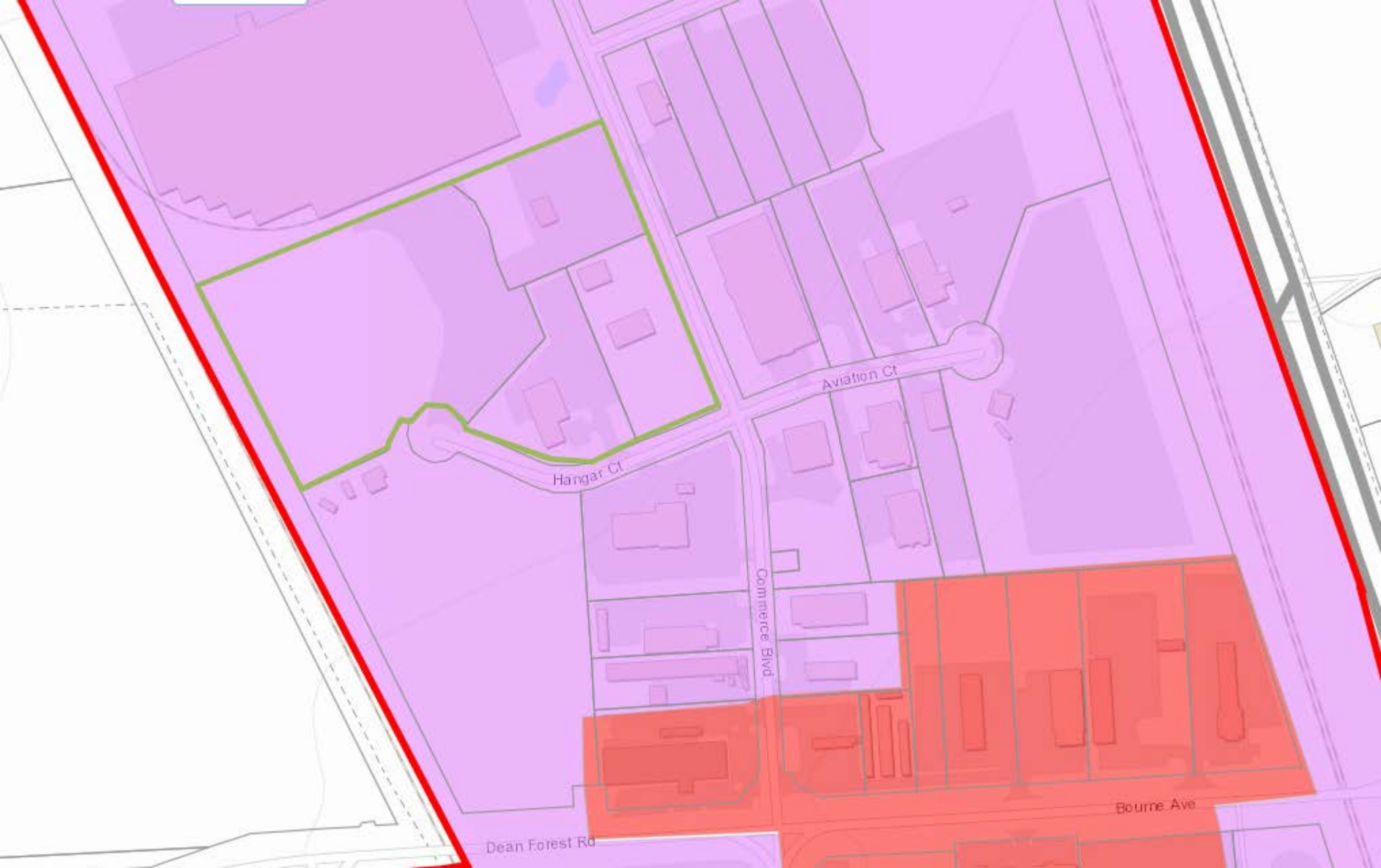
Hangar Ct

Commerce Blvd

Bourne Ave

Dean Forest Rd

Bourne Ave



Aviation Ct

Hangar Ct

Commerce Blvd

Dean Forest Rd

Bourne Ave

SYNOPSIS

Pre-Agenda Session Monday, August 17, 2026 - 5:30 p.m.

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:30pm and offered the prayer.

Attendees:

Council Members: Mayor Bruce Campbell, Mayor Pro Tem Gwyn Hall, President of Council Natalyn Morris, Councilmember Michael Bruner, and Councilmember Chris Figiel, Councilmember Richard Lassiter, and Councilmember Debbie Ruiz.

Staff Members: Rhonda Ferrell-Bowles, City Manager; James P. Gerard, City Attorney; Gil Ballard, Police Chief; Cliff Ducey, Parks and Recreation Director; Carlos Navarez, Planning Director; Virgil Moore, Public Works Director; Veronica Enoch, Governmental Affairs & Strategic Initiatives Director; Katie Draeger, Finance Director; Lynnette Hymes; Public Works Executive Assistant; and Tonya Roper, Clerk of Council.

Mayor's Updates

None

City Council Updates

Councilmember Lassiter, Garden City's representative on the CAT Board of Directors, provided an update on the items currently under discussion for Chatham Area Transit including concerns of the CAT tax being absorbed by certain areas of Garden City residents while the majority of the city utilizes the service.

City Manager Updates

The City Manager provided an overview of the agenda.

1. Formal Public Comment

- a. Slade Cole requests to address Council regarding Land Disturbing, EPD and stormwater management activities of 1514 Telfair Road and 100 Bunker Pit Road. This request is part of the Cargo Loop project.
 - i. The City Manager announced that the Planning Director met with EPD to review the issues identified on the property. The site has been cited, corrective actions are required, and EPD will conduct a follow-up site visit.
 - ii. The Planning Director reported that a stop-work order was issued to halt construction until the site was brought into compliance. As of 10:00 a.m. today, the project is in compliance, with many of the outstanding items addressed over the weekend. Typically, the City issues a notice of violation and allows 14 days

for correction; however, EPD recommended stricter enforcement in this case. Additionally, several required housekeeping measures had not been followed by the contractor. Staff noted that today's review was limited to confirming compliance.

The Planning Director further explained that ongoing site oversight is the responsibility of the project engineers and the general contractor. Staff cannot be present every day, and due to limited inspection resources, the City relies on third-party inspections. Terracon has been conducting inspections weekly, daily, and after rainfall events, as required. However, the general contractor had not been consistently implementing the corrective actions identified during those inspections.

He continued by stating that these issues became clear during the review, and EPD recommended stopping construction until all corrective actions were completed. He added that the contractor must also complete certain administrative tasks, including complying with the State's NOI requirements and ensuring all items are properly documented on the plans. EPD is providing assistance given the size of the project, and staff will follow their recommendations. He emphasized that EPD and the City will work together, without hindering one another, as each carries out its own responsibilities.

The Planning Director addressed the Mayor's inquiry about the nature of the complaint. The Planning Director explained that the complainant has been monitoring the project since its beginning, and his primary concern is preventing stormwater from flowing onto his property. He noted that construction sites are required to install silt fencing to contain sediment, but weather conditions and construction activity can damage the fencing. Although the contractor had been repairing and patching the fence, additional issues occurred, including sediment escaping the site and settling beyond the property boundaries, which contributed to the complaint.

The Planning Director stated that the complainant intends to address the hydraulic calculations, which involve determining how much rainfall the site will receive and how stormwater will flow. He noted that these calculations are prepared by the project engineers, and the City's engineers reviewed them and cleared all comments on their end. Permits were issued based on that review. However, the complainant continues to assert that the calculations are incorrect and has hired another engineer to evaluate them; those concerns will be part of his remarks.

The Planning Director also noted that the complainant has raised issues related to Bunker Pit. He explained that the City conducted a drainage study in 2007,

and some recommendations in that study were never fully implemented. Despite this, the City has continued to maintain the ditches and perform inspections as required. The complainant plans to speak about those concerns and his belief that the City has not fulfilled certain responsibilities. Additionally, he intends to address the condition of Telfair Road and issues related to water and sewer.

The Planning Director noted that the complainant owns a large lagoon, and each time a project occurs in the area, he closely monitors the work to ensure all requirements are being followed. In response to Councilmember Hall's inquiry regarding whether there is anything specific the City was obligated to do but has not done, the Planning Director provided clarification on the concerns raised and the actions taken by staff.

He explained that the 2007 study primarily focused on maintaining and improving the drainage system. He noted that the study outlined recommended enhancements to drainage infrastructure at the time. The Planning Director stated that the improvements associated with the current project should help address and enhance drainage throughout the area.

Councilmember Morris thanked the Planning Director for the detailed explanation, stating that she had several concerns after reading the complaint and felt that the City may have fallen short in some areas. She expressed appreciation for the clarification provided, saying that it addressed her concerns fully.

2. Public Hearings

- a. Receipt of public comment for the text amendment request to add to Section 90-5, the definition and to Section 90-47; the permitted uses of outdoor shooting ranges.

3. Approval of City Council Minutes

Consideration of the minutes from the July 20th Pre-Agenda Session and City Council meeting minutes, the August 3rd Workshop and August 10th Workshop meeting minutes.

4. Items for Consideration

- a. The ordinance is a text amendment to add to Section 90-5 the definition of outdoor shooting ranges and to add outdoor shooting ranges to the permitted uses listed in Section 90-47.

- b. The resolution for the Georgia Initiative for Community Housing Committee is to establish the committee for participation in GICH, defining the team's appointment process, funding, structure and responsibilities.
 - i. The City Manager noted the committee will consist of seven members appointed by the Mayor and Council. The members will serve staggered terms of office, and the representation will be both from municipal administration and key community stakeholders.
- c. The resolution with Roberts Civil Engineering is to enter an agreement for supplemental engineering review services to ensure continued compliance with the new state mandated timelines with Senate Bill 447.
- d. A resolution for the headworks replacement/upgrade is an engineering services proposal with Brennan Jones & Associates to provide a comprehensive design, permitting, bidding, construction administration, and inspection services for the project.
- e. The resolution from Woodrow Sapp Well Drilling is to approve a quote for the abandonment, capping and decommissioning of Well No. 2 located on Main Street.
 - i. The City Manager clarified that the well has reached its operational life; the Well will be capped in full compliance with EPD regulations and the City's procurement policies.
- f. The Redmond Avenue manhole replacement project is a resolution approving the award of the contract to Dustcom Limited to complete the work.
- g. A resolution to accept the bid and award the contract for the Farmers Markert culvert drainage improvement project to B & D Clearing. The drainage improvement project should improve the overall drainage of the Rossignol Hill, Alfred Street and Highway 80 areas.
- h. The lobbyist services proposal agreement resolution is to accept professional legislative services to the City and approving the duration, contract terms and compensation. The proposal is to assist with services for the upcoming 2027 legislative session.
 - i. The City Manager reported that Council narrowed the selection to two candidates: Georgia Matters/McGuire Woods and Georgia Public Affairs. The City Attorney reviewed the selection procedure, noting that nominations may be made by any member and, if multiple candidates are nominated, a public roll-call vote is required. Before voting, compensation must be stated for the record. The Director of Government Affairs confirmed compensation as \$90,000 for Georgia Matters/McGuire Woods and \$72,000 for Georgia Public Affairs.

- ii. Council discussed the contract's timeline, cancellation notification requirements, and payment schedule. The Government Affairs Director noted that the resolution before Council would allow the selection process to proceed for request of a contract. In response to Councilmember Bruner, the City Manager explained that the contract includes a monthly retainer to be budgeted through the Governmental Affairs Department for September through December. If the selected candidate is at the higher compensation level, the cost can be absorbed without a budget amendment, with the remaining amount paid next year. The City Manager added that the contract will likely be reconsidered at the end of July.
- i. The resolution for the FY2026 staffing level budget amendment is to amend the FY26 adopted budget of the Parks and Recreation department for the addition of two new coordinator positions. The addition of the two positions will bring the total number of employees for the department to eleven.
 - i. The City Manager informed Councilmember Morris that adding two Recreation Department positions brings the total staff to 11, with four administrative employees supporting sporting events and the remaining staff assigned to maintenance of facilities, parks, and fields. In response to Councilmember Bruner, the City Manager noted that while this action amends the staffing level and requires a budget amendment, the department is currently short two positions, so the additions will not impact this year's budget.
- j. The resolution for the Kimley-Horn contract amendment is to consider an amendment for the final design plan of project order #05 for engineering services relating to Telfair Road and Telfair Place drainage improvements.
- k. A resolution to consider the execution of a settlement agreement and release contractual disputes between the City and CHA Consulting, Inc. for the gym complex project.
 - i. The City Attorney responded to Councilmember Morris's and Councilmember Lassiter's inquiry about settling the matter, noting evidentiary issues, including limited support from the contractor and engineer for the City's position.

Briefing

a. Police Substation

Councilmember Morris requested that the Clerk provide previous meeting minutes to confirm whether a substation at the new gym complex had been the understood assumption as discussed at Monday's workshop and reflected in the design. Councilmember Morris acknowledged the Chief's comments and would stand corrected if the minutes show otherwise.

The Chief explained that when asked whether officers would use an available office, the answer was yes. An office in that location would support increased visibility and provide a convenient place for officers to take breaks, write reports, and handle basic needs.

At the time of the initial discussion, it was not clear that the space was already a full suite designated and signed as a Police Substation. After last week's conversation, he toured the site and confirmed the existing signage. The department is fully comfortable referring to it as a police substation, if that is its intended purpose.

The Chief emphasized that this clarification is about expectations. No dedicated staffing has been created or specifically budgeted for the gym at this time, though the department is enthusiastic about the facility and committed to exceeding expectations. The City and Police Department agreed last week to add exterior markings—such as a patch, identifying signage, and a contact number. In terms of operational expectations: increased usage of the facility will result in increased officer presence and more activities and engagement at the gym will lead to more departmental involvement.

The Chief noted that this conversation was primarily to align expectations and provide historical context. It was not known until a few months ago that the space was a full suite, which led to steps such as ordering furniture. This does not rule out future staffing or assigned personnel at the substation. It simply prevents the misunderstanding that the location is currently staffed Monday through Friday, 8 a.m. to 5 p.m.

The Chief stated that the department will work with City Council as the gym becomes more frequently used by the community. As engagement and activity increase, officer presence will increase accordingly. The Chief noted that while future staffing is possible, the department does not want to assign personnel to sit in the substation when there is little activity. At this stage, the plan is to monitor usage and see how it goes.

Last week's discussion served to clarify that the space will be formally identified as a Police Substation. The Chief explained that he was not part of the initial conversations, and the meeting provided an opportunity to outline where the city currently stands, the expectations moving forward, and a flexible approach to how the substation may grow and evolve. The department intends to make full use of the space as community engagement increases.

Councilmember Morris stated that she wanted to understand, based on the minutes, how the initial conversation regarding the substation had unfolded. She noted that planning and design work had clearly already begun before more recent discussions. She added that the project has been in development for approximately three years, not just several weeks or months, and she wanted clarity on how the process had progressed and what had taken place during that period.

The City Manager stated that the administration was not involved in the initial discussions regarding a police substation and was not aware of that designation. She noted that the building plans

showed space allocated for offices, but no specific information had been provided to her indicating that the area was intended to function as a substation.

The City Manager stated that the City placed furniture in the space and now needs clarification from Council regarding their expectations for its use, including whether it is intended to function as a substation. She explained that clear direction from Council is necessary.

Councilmember Morris asked where the misunderstanding occurred in the design process if a substation was not the original intention. She noted that this may stem from decisions made under a previous administration and requested to review the minutes to ensure everyone is on the same page.

Councilmember Morris confirmed the inquiry by the City Attorney of whether her request for previous minutes referred to the period when the project was first being planned. Council members acknowledged that the planning and design process occurred under the former administration and that the minutes would identify the space as a Police Substation, recognizing its value for visibility and support of the recreation facility in the area.

The Police Chief explained that his intent was to outline the history, clarify expectations, and ensure everyone understands how the space evolved into its potential use as a Police Substation. The Chief added that as the City enters the budget process, no staff are currently assigned to the gym. He noted that project delays contributed to the need for clarification and that last week's discussion focused on confirming exterior markings and understanding expectations so the department can meet them appropriately.

The Clerk of Council acknowledged Councilmember Morris's request to provide the minutes documenting the initial discussion regarding the design and the intended use of the space as a substation.

b. Formal Comment

The City Attorney provided background on the abandoned portion of Telfair Road. He noted that about seven years ago the City closed and abandoned the segment extending toward Chatham Parkway. Mr. Grainger purchased the half on his side, and the requestor for tonight's formal comment purchased the half near the pond. Although it is still marked as Telfair Road, the area is closed and privately owned, and the City has no responsibility for it. The City Attorney noted this history in case the matter arises.

c. Chatham Area Transit

The City Attorney explained that when the CAT tax issue was brought before the County Commission, it was discovered that the tax was being paid not only by residents but by commercial businesses along Highway 21. The County advised that eliminating the tax for one area would

require eliminating it citywide, and Garden City's Commissioner noted it would be unfair to exempt some taxpayers while continuing to tax others. Councilmember Lassiter stated his priority was ensuring fairness across all areas. The City Attorney added that the initial plan was to pay the tax as a fee, but the overall arrangement required approval, and the County asked the City to revisit the matter, which he supports.

Adjournment: Mayor and City Council adjourned the pre-agenda session at approximately 5:54pm

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council 9-21-26

MINUTES

City Council Meeting Monday, August 17, 2026 – 6:00 p.m.

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

Opening: Mayor Campbell gave the invocation and led the City Council in the Pledge of Allegiance.

Roll Call

City Council Members: Mayor Bruce Campbell, Mayor Pro Tem Gwyn Hall, President of Council Natalyn Morris, Councilmember Bruner, Councilmember Figiel, Councilmember Richard Lassiter and Councilmember Debbie Ruiz

Staff Members: Rhonda Ferrell-Bowles, City Manager; James P. Gerard, City Attorney; Gil Ballard, Police Chief; Cliff Ducey, Parks and Recreation Director; Veronica Enoch, Governmental Affairs & Strategic Initiatives Director; Virgil Moore, Public Works Director; Carlos Nevarez, Planning Director; Lynnette Hymes, Public Works Executive Assistant; Tonya Roper, Clerk of Council; and Andrew Guzman, IT Tech.

Formal Public Comment: Mr. Slade Cole, of 1600 Telfair Road in Garden City, stated that he has owned his property, including a waterski pond, for approximately 50 years. Mr. Cole reported that the Telfair basin has experienced significant drainage issues for more than three decades. These issues were previously documented in the 2008 Hussey Gay Bell drainage study and the 2015 Thomas & Hutton report, both of which identified flooding concerns affecting Telfair Road, nearby properties, and surrounding structures with recommended corrections that included enlarging drainage pipes and adding additional basins to mitigate any ongoing flooding.

Mr. Cole stated some recommendations have been implemented, including reducing post-development stormwater discharge rates and incorporating green infrastructure; however, there are concerns regarding the ongoing Cargo Loop project. He stated that his property is currently being adversely affected and that several violations and discrepancies remain unresolved with his primary concern being the site's hydrology. He stated that a 4.5-acre detention pond required under the approved plans has not been constructed, and that multiple errors exist in the hydrology report. According to an engineering review he commissioned from Carter Engineering, the project, if built as currently designed, would cause flooding on his property during a 25-year storm event.

Mr. Cole also stated that two detention basins required to be fully completed during the initial phase of construction are less than 50% complete, despite the land-disturbance permit having been active for 55 weeks. He said that inspections by the design engineer for perimeter BMPs and detention basin completion, as required, have not been performed. He further stated that tree-protection measures required under Garden City ordinances were not installed prior to issuance of the permit and remain unaddressed.

Mr. Cole requested that all project activities comply with applicable ordinances, regulations, and approved plans. He asked that hydrology issues be corrected and tree-protection measures be installed immediately. Mr. Cole offered to answer any questions and provide supporting information as needed.

The Planning Director reported that staff is aware of the ongoing issues at the Cargo Loop project site. He stated that staff visited the site on Thursday with representatives from the Georgia Environmental Protection Division (EPD). Following that visit, the City issued a Notice of Violation to the construction team. A subsequent meeting with EPD on Friday, including several supervisors, resulted in a recommendation to initiate a stop-work order until required corrections are completed.

The Planning Director stated that EPD identified several items requiring correction, including installation of proper silt fencing around the perimeter, verification of construction entrances, and confirmation of necessary Notice of Intent documentation. He said that staff is working closely with EPD, taking all recommendations seriously, and appreciates their guidance on regulatory compliance.

The Planning Director said that Hussey Gay Bell prepared the hydrology report, and that the City's engineer, CHA, also reviewed the plans. Initial submissions in August 2024 generated comments, and five plan revisions have occurred since then. By the third revision, CHA indicated no further comments and permits were issued following the fourth revision in October '25.

The Planning Director stated that the project includes offsite improvements to Bunger Pit Road and Telfair Road, which are currently under review. He added that the landscaping plan identifies more than 2,400 trees to be planted, along with additional trees designated for protection. Approximately three months ago, EPD reviewed the site and approved adjustments the City made to relocate silt fencing in front of protected trees, determining that tree-protection fencing was not required at that time.

Mayor Campbell asked whether staff was fulfilling all required responsibilities and taking the proper actions.

The Planning Director responded that staff would continue to follow EPD's direction and will not authorize further activity until EPD is satisfied with compliance. He stated that staff cannot monitor the site daily and that many responsibilities fall to the project's engineers and contractors, who are required to provide third-party reports. Staff reviews these reports periodically and has followed up when recurring issues happen.

The Planning Director concluded by stating that if violations exist, they reflect noncompliance with the project's own engineered plans, and the City will adhere to EPD's recommendations moving forward.

The City Attorney asked whether the City's engineer had reviewed the most recent revision of the hydrology report.

The Planning Director responded that the City is complying with all required procedures. He explained that EOM is currently reviewing Mr. Cole's engineering report and comparing it with CHA's previous approval. The Planning Director confirmed that they have reviewed the contractor's most recent hydrology report. The Planning Director stated the City's engineer indicated that no additional comments were necessary, and this determination was made following the third submission.

Councilmember Morris asked for clarification on the number of trees mentioned.

The Planning Director confirmed that the correct figure was 400 trees, not 2,400. He clarified that approximately 400 trees are required to be planted on the property to comply with the City's tree-protection ordinance.

Councilmember Lassiter asked how many of the required trees have been planted.

The Planning Director explained that the required trees are typically planted toward the end of the project because construction is still underway. He stated that once planted, the developer must provide a 30-month performance bond to ensure the trees are maintained, stabilized, and able to grow successfully.

Councilmember Morris stated to Mr. Cole that enforcement of the tree-planting requirement cannot occur until the project reaches the phase in which tree installation is expected.

Mr. Cole addressed the Council, saying that the land-disturbance permit for the project was issued on July 21, 2025. He stated that tree-protection measures for existing trees should have been installed prior to land-disturbance activities, as required by Garden City ordinance and EPD regulations. He explained that protecting existing trees reduces the need to plant replacement trees and is intended to occur before any clearing. He stated that this protection was never implemented.

Mr. Cole stated that the hydrology reports and plans have undergone multiple revisions since the project began. He said that the Georgia Soil and Water Conservation Commission and the Coastal Soil and Water Conservation District completed their reviews in April '25. Mr. Cole then stated the most recent hydrology reports have not been submitted to those agencies and have only been reviewed by Garden City and previously by CHA, and currently by EOM.

Mr. Cole said that he is knowledgeable in hydrology and holds relevant training and certifications. He requested the opportunity to meet with the current hydrology reviewer to address existing errors and avoid future issues requiring Council intervention. He also requested that tree-protection requirements be enforced, including installation of orange barrier fencing at a radius of 1.5 times the tree's trunk diameter, as outlined in the City's landscape ordinance.

With no additional questions or comments, Mayor Campbell closed the formal comment section.

Informal Public Comment: Coach Butler, 501 Oak Street, stated he has coached basketball and football in Garden City for the past 30 years and has coached numerous children in the community, including members of several Councilmembers' families and alongside Councilmember Lassiter.

Coach Butler stated that participation numbers at the recreation department have been declining over the past two years, resulting in only one team when the City typically fields three or four. He said that this year he has successfully recruited more than 70 children, restoring participation to four teams.

Coach Butler stated that the recent fee increases approved by Council were necessary but expressed concern that many single-parent households had already budgeted for back-to-school expenses based on the previous fee structure. He requested that the new fees be postponed until the City moves into the new recreation building or until basketball season; in order to allow all interested children to sign up and rebuild participation at the recreation department.

Councilmember Lassiter asked whether the rate change was effective immediately. He stated that he believed the new fees were scheduled to begin next year, once the new gym was operational. He said that his understanding had been that the new rates would take effect next year, once the City was established in the new recreation building. He expressed concern about increasing fees before the new facility is in operation.

The City Manager clarified that the new fees took effect immediately on the date adopted by Council and noted that the new recreation building is scheduled to open soon.

Councilmember Hall asked the Recreation Director whether the longstanding practice of allowing Garden City youth to participate in recreation programs regardless of their ability to pay was still in effect. He stated that, historically, any Garden City child who wished to play was accommodated even if they lacked the funds. He asked whether this policy had changed.

The Recreation Director confirmed that the policy has not changed.

Coach Butler stated that the Recreation Director's response addressed his concern in most cases; however, he said that some children who are long-time participants in Garden City's recreation programs no longer reside within the city limits. He explained that many of these children have played in Garden City since they were six years old and should still be considered part of the Garden City recreation community.

Councilmember Hall stated that he understood Coach Butler's concern; however, he emphasized that the City's longstanding practice has applied specifically to Garden City residents. He explained that while the City ensures its own youth can participate regardless of ability to pay, it is not feasible to extend that policy to all children living outside the City. He noted that if a large number of non-residents sought assistance, the City would be unable to accommodate everyone.

Mayor Campbell stated this concern will be addressed; given no further questions or comments, the informal comment section was closed by Mayor Campbell.

Public Hearings:

TAM-26-0003: Receipt of public comment on a request by the City of Garden City, seeking approval for a text amendment to add to Section 90-5 the definition of outdoor shooting ranges, and to add outdoor shooting ranges to the permitted uses listed in Section 90-47.

The Planning Director provided an update to the Mayor and Council regarding the Planning Commission's actions. He stated that the Commission approved the proposed text amendment related to permitting usage. Following the workshop last week, the Commission recommended adjustments to various distance requirements, including increasing certain separation and buffer distances—such as changing 1,000 feet to 2,000 feet and 200 feet to 300 feet.

He said that one Councilmember questioned why stricter distance requirements would be necessary if the ordinance already imposed limitations. The general consensus was that the existing distances were acceptable as long as the ordinance was followed.

The Planning Director stated that an additional comment also discussed Saturday operations and recommended allowing them, noting that shooting-range businesses typically rely on weekend activity since many customers work during the week.

The Planning Director said the last concern addressed Section F regarding exceptions. The Planning Director clarified that Garden City-owned property would remain exempt from local distance requirements due to federal and state laws governing jurisdiction over government-owned facilities. He added that City-owned property would still follow federal regulations. He finished by saying that the City Attorney could provide further clarification if needed.

Anthony Prescott, resident, stated that he attended the Planning Commission meeting approximately three weeks earlier and expressed concern that the ordinance was being considered without identifying a specific location for a potential facility. He said that citizens were uneasy about the possibility of a gun range being placed within a neighborhood or near the new recreation center.

Mr. Prescott commented that it is difficult to support an ordinance when the intended location is unknown, comparing it to designing a house before owning the land.

Mayor Campbell asked whether he supported or opposed the proposal, Mr. Prescott stated that he supports a training facility for the police but cannot take a position without clear information.

Mr. Prescott also questioned whether the City had already identified property for such a facility, as Council action on the ordinance might imply that a location was being considered. He requested additional clarity on this point.

The City Attorney explained that the ordinance itself does not approve a specific site. Instead, it creates a regulatory framework allowing outdoor shooting ranges within the City, subject to future approval. He stated that if a property owner seeks to establish an outdoor shooting range, they must submit an application showing compliance with the ordinance, meet all minimum acreage and buffer requirements, and then appear before the Board of Appeals for review. Only at that time would a specific location be considered and approved or denied.

Mr. Prescott asked whether the Planning Commission's recommendations from three weeks prior were included in the current proposal.

The Planning Director confirmed that all recommendations were forwarded to City Council, who will ultimately decide whether to adopt them.

Councilmember Lassiter further clarified for Mr. Prescott that the ordinance is the preliminary stage and does not authorize any specific project. It simply establishes conditions under which an outdoor gun range could be considered in the future, provided all qualifications are met. Council will have the final vote on the text amendment.

Councilmember Hall added that any future gun range would only be permitted in specific zoning districts—Residential-Agriculture, I-1, and I-2—and not near residential properties.

With no additional comments or anyone to speak against, Mayor Campbell closed the public hearing.

City Council Minutes: Councilmember Morris made a motion to approve the minutes of the July 20th Pre-Agenda Session and City Council meeting minutes, the August 3rd Workshop and the August 10th Workshop meeting minutes. The motion was seconded by Councilmember Hall and passed with Councilmember Bruner, Councilmember Figiel, Councilmember Hall, Councilmember Morris, Councilmember Lassiter and Mayor Campbell voting in favor of the motion. Councilmember Ruiz abstained due to medical absence.

Items for Consideration:

First Reading – Ordinance – Text Amendment (Outdoor Shooting Ranges): The Clerk of Council read the heading of an ordinance to amend the code of ordinances of Garden City, by amending Chapter 90, Article 1 to add to Section 90-5 the definition of outdoor shooting ranges, and to add outdoor shooting ranges to the permitted ranges to the permitted uses listed in Section 90-47; which shall be permitted in R-A, I-1, and I-2 zoning districts in Garden City subject to the approval of the Board of Zoning Appeals and subject to certain conditions and performance standards; to exempt from the ordinance's application any outdoor shooting range owned, operated, and maintained by the city and used exclusively by the city's Police Department and its invited law enforcement partners for official training purposes; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Councilmember Bruner made a motion to approved the ordinance on the first reading. Councilmember Morris seconded the motion; the motion passes with all voting in favor of the motion.

Motion to Suspend the Rules of Council: Councilmember Lassiter motioned to suspend the rules of Council to hold the second reading of the ordinance. The motion was seconded by Councilmember Hall and passes without opposition.

Second Reading – Ordinance – Text Amendment (Outdoor Shooting Ranges): The Clerk of Council read the heading of an ordinance to amend the code of ordinances of Garden City, by amending Chapter 90, Article 1 to add to Section 90-5 the definition of outdoor shooting ranges, and to add outdoor shooting ranges to the permitted ranges to the permitted uses listed in Section 90-47; which shall be permitted in R-A, I-1, and I-2 zoning districts in Garden City subject to the approval of the Board of Zoning Appeals and subject to certain conditions and performance standards; to exempt from the ordinance's application any outdoor shooting range owned, operated, and maintained by the city and used exclusively by the city's

Police Department and its invited law enforcement partners for official training purposes; to repeal all ordinances in conflict herewith; to provide an effective date; and for other purposes.

Councilmember Lassiter made a motion to approve the ordinance on the second reading. Councilmember Bruner seconded the motion and passes with all voting in favor of the motion.

Resolution – Georgia Initiative for Community Housing Committee: The Clerk of Council read the heading of a resolution to establish the Garden City Community Housing Committee for participation in the Georgia Initiative for Community Housing (GICH); to define the team’s composition, appointment process, responsibilities and funding; and for other lawful purposes.

Councilmember Morris made a motion to approve the resolution. Councilmember Figiel seconded the motion. The motion passes with all voting in favor of the motion.

Resolution – Roberts Civil Engineering, LLC Services Agreement (Planning Department): The Clerk of Council read the heading a resolution authorizing the Mayor and Council of Garden City to enter into a professional services agreement with Roberts Civil Engineering, LLC for supplemental engineering review services; to provide for an effective date; and for other purposes.

Councilmember Bruner made a motion to approve the resolution. Councilmember Hall seconded the motion and passes with all voting in favor of the motion.

Resolution – Headworks Replacement Engineering Services Proposal (Wastewater Dept.): The Clerk of Council read the heading of a resolution of the Mayor and Council to approve an engineering services proposal from Brennan Jones & Associates, LLC for the Headworks replacement/upgrades project at the water pollution control plant; to authorize the expenditure of funds in an amount not to exceed \$480,800; to authorize the City Manager to execute all necessary documents; and for other lawful purposes.

Councilmember Hall motioned to approve the resolution. The motion was seconded by Councilmember Figiel; the motion passes with all voting in favor of the motion.

Resolution – Woodrow Sapp Well Drilling, Inc. Agreement: The Clerk of Council read the heading of a resolution of the Mayor and Council approving a quote from Woodrow Sapp Well Drilling, Inc. for the decommissioning, capping, and abandonment of Well No. 2; authorizing the expenditure of funds from the water/sewer fund Capital Improvement Project budget; and for other lawful purposes.

Councilmember Lassiter made a motion approving the resolution. Councilmember Morris seconded the motion; the motion passes with all voting in favor of the motion.

Resolution – Dustcom Limited Award Agreement (Redmond Avenue): The Clerk of Council read the heading of a resolution approving the award of the contract for the Redmond Avenue manhole replacement project to Dustcom Limited; authorizing the expenditure of funds from the water/sewer fund Capital Improvement budget; and for other lawful purposes.

Councilmember Bruner made a motion to approve the resolution. The motion was seconded by Councilmember Figiel. The motion passes without opposition.

Resolution – B & D Clearing Bid Award Agreement: The Clerk of Council read the heading of a resolution accepting the bid and awarding the contract for the Farmers Market Culvert Drainage improvements

project to B & D Clearing; authorizing the expenditure of funds from the SPLOST fund Capital Improvement Project budget; and for other lawful purposes.

Councilmember Morris motioned to approve the resolution. Councilmember Hall seconded the motion; the motion passes with all voting in favor of the motion.

Resolution – Lobbyist Services Proposal Agreement: The Clerk of Council read the heading of a resolution accepting a proposal to provide professional legislative lobbying and Governmental Affairs services to the City of Garden City’ approving contract terms, compensation, and duration; authorizing the Mayor to execute an agreement; and for other purposes.

Mayor Campbell announced the two proposals to provide professional legislative lobbying, and Governmental Affairs services are Georgia Matters in the amount of \$90,000 and Georgia Public Affairs in the amount of \$72,000. Mayor Campbell called for a motion to nominate a lobbyist.

Councilmember Morris made a motion nominating Georgia Matters – Campbell/McGuire. Councilmember Figel seconded the motion.

Councilmember Lassiter motioned to nominate Georgia Public Affairs – John Clayton. Councilmember Bruner seconded the motion.

A vote is taken, and the motion passes by majority with Councilmember Morris, Councilmember Figel, Councilmember Hall, Councilmember Ruiz and Mayor Campbell voting in favor of Georgia Matters – Campbell/McGuire, with the annual amount of \$90,000.

Resolution – FY2026 Staffing Level Budget Amendment (Recreation Department): The Clerk of Council read the heading of a resolution of the Mayor and Council for Garden City to amend the FY2026 adopted budget staffing level of the Parks and Recreation Department within the General Fund to add two (2) new positions.

Councilmember Lassiter motioned to approve the resolution. The motion was seconded by Councilmember Hall and passes without opposition.

Resolution – Kimley Horn Contract Amendment: The Clerk of Council read the heading of a resolution of the Mayor and Council to approve amendment #1 to Kimley-Horn & Associates project order #05 for engineering services related to the Telfair Road and Telfair Place drainage improvements; to authorize the City Manager to execute the amendment; to provide for an increase in the contract amount; to identify funding sources; and for other lawful purposes.

Councilmember Morris made a motion to approve the resolution. Councilmember Figel seconded the motion; the motion passes with all voting in favor of the motion.

Resolution – CHA Consulting, Inc. Settlement Agreement: The Clerk of Council read the heading of a resolution to approve and authorize the execution of a settlement agreement and release resolving contractual disputes between the City and CHA Consulting, Inc. regarding the Garden City Gym Complex project; to authorize the City Manager to execute said agreement on behalf of the City; and for other lawful purposes.

Councilmember Lassiter made a motion to deny the resolution. Councilmember Morris seconded the motion. The motion passes with Councilmember Lassiter, Councilmember Morris, Councilmember Ruiz, and Mayor Campbell voting to approve the motion. Councilmember Bruner, Councilmember Figiel, and Councilmember Hall voted in opposition to deny the motion.

Adjournment: Councilmember Morris made a motion to adjourn at approximately 6:44pm. The motion was seconded by Councilmember Hall and passed without opposition.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on 9-21-26

SYNOPSIS
City Council Workshop
Monday, September 14, 2026 – 5:30 p.m.

Call to Order: Mayor Campbell called the workshop to order at approximately 4:51pm and offered the prayer.

Attendees:

Council Members: Mayor Bruce Campbell, Mayor Pro Tem Gwyn Hall, President of Council Natalyn Morris, Councilmember Michael Bruner, Councilmember Chris Figiel(via conference call), Councilmember Richard Lassiter and Councilmember Debbie Ruiz.

Staff Members Present: Rhonda Ferrell- Bowles, City Manager; James P. Gerard, City Attorney, Gil Ballard, Police Chief; Mike Dick, Fire Chief; Virgil Moore, Public Works Director; Lynnette Hymes, Public Works Executive Assistant; Cliff Ducey, Recreation Director; Carlos Nevarez, Planning Director; Veronica Enoch, Governmental Affairs Director; Katie Draeger, Finance Director; and Tonya Roper, Clerk of Council.

The City Manager introduced the first agenda item, a presentation by Anita Smith Dixon of the Community Housing Services Agency. The Planning Director confirmed Mrs. Dixon's acceptance of the request. Pending her arrival, the Planning Director proceeded with the Planning, Zoning, and Building agenda items.

➤ **Planning, Zoning, & Building Item(s):**

a. P8/Strategic Old Dean Forest Road Development Assistance

The City Manager announced that the first item is the P8 Strategic Old Dean Forest Road Development Acceptance. The Planning Director explained that this item update pertains to the warehouse located at the end of Old Dean Forest Road and the associated Pine Meadow improvements. He stated that the project was completed in 2023, with additional water and sewer work finalized in 2024. The City is still operating under the developer's warranty bonds, and all systems have performed well over the past two years.

He noted that the City now needs to formally accept the development, assume ownership of the new extension in front of Parker's, and take responsibility for the water and sewer infrastructure extending to the adjacent property. He added that coordination is ongoing with the City Attorney to finalize the details for the accompanying resolution.

The City Attorney clarified that the only remaining requirement is the submission of plats for the areas being dedicated.

b. Planning Commission Cases

The Planning Director presented the Planning Commission case, noting that it involves a rezoning request for four properties under the same ownership: 6018 Commerce Boulevard, 6020 Commerce Boulevard, 7 Hanger Court, and 11 Hanger Court. He referenced the site images, highlighting the intersection area and the portions shaded in purple on Commerce Boulevard and Hanger Court.

He explained that in 2022, the City updated zoning requirements for all trucking-related uses—including commercial trucking, container storage, and similar activities—consolidating them under I-1 and I-2 zoning classifications. The subject properties were originally zoned I-1 approximately thirty years ago. However, because the current activities have continued under older regulations, the properties are now considered non-conforming uses. The rezoning request aims to bring the properties into compliance with current zoning standards.

The Planning Director continued, stating that staff has no concerns with the request, as the surrounding area is predominantly heavy industrial. He noted that one of the site images illustrates the current zoning as light industrial, while the final image depicts the future land-use designation in a darker purple, indicating heavy industrial. He explained that the rezoning request aligns with the City's future land-use plan, and the property owner seeks to ensure zoning compliance moving forward. He added that this action will help clean up the zoning map and reflect the area's existing and intended industrial uses.

The Planning Director recommended approval of the rezoning request by both City staff and the Planning Commission. The Mayor noted that the area is primarily industrial. The Planning Director agreed, stating that the surrounding properties are likewise industrial in nature.

With no questions, comments, or concerns Council agreed for this item to move forward.

c. Garden City Housing Committee Update

The Planning Director discussed the newly established Housing Committee, explaining that staff is working to finalize the roster in coordination with DCA. He noted that the first item to be addressed is the appointment of a local elected official to serve on the committee. He invited any interested Councilmembers to volunteer or for Council to nominate a representative.

Councilmember Bruner stated that he would be willing to serve, noting his involvement with the comprehensive plan and his experience working with planning and zoning in recent years. He also welcomed any other Councilmember who may be interested.

The Council agreed to appoint Councilmember Bruner as the local government elected official representative on the Housing Committee.

The Planning Director then discussed the next required appointment to the Housing Committee, noting that the principal city staff member must also be designated. He explained that, to initiate the program, he has been working on its development and has volunteered to serve in this role.

The Council agreed to appoint the Planning Director as the city staff representative on the Housing Committee.

The Planning Director reported that the only position for which the City has not yet received an applicant is the real estate developer representative. He stated that staff previously reached out to Mr. Charlie Roberts to extend the invitation but had not received a response. He explained that other developers may also be

considered and recommended moving forward with forming the committee without this position for now. Once the committee is established, recruitment for the developer representative can continue.

He emphasized the importance of beginning committee meetings and starting work on the City's housing plan. He noted that staff will reach back out to Mr. Roberts but expressed the goal of having the committee formally established by the next Council meeting so progress can continue.

The Planning Director then outlined the remaining appointments needed to complete the Housing Committee roster.

He explained that the next position to be considered is the representative from the nonprofit and social services sector. The Planning Director noted that Anita Smith Dixon had expressed interest in serving after staff reviewed her application and her contributions through the City's partnership with her organization. He recommended appointing her as a committee member.

He also recommended the appointment of April Givens, a local pastor in Garden City, to serve as a nonprofit representative for the faith-based community. He noted that Pastor Givens has also expressed interest in providing church-owned property for future housing opportunities.

The Planning Director then addressed the vacancy for the business, banking, or educational sector representative. He stated that Dr. Baker-Johnson, a schoolteacher at Groves with 25 years of experience in the school system and a Garden City resident, had expressed interest in serving. After discussing the commitment with her, he determined that her background in education made her a strong fit for this sector. He recommended her appointment to the committee.

The Planning Director stated that the final appointment needed for the Housing Committee is the Garden City resident representative. He reported that two applicants had expressed interest: Mrs. Longmire-Johnson and Ms. Ferguson. The Planning Director explained that Mrs. Longmire-Johnson had submitted her application as a resident and was associated with a Garden City church; however, despite multiple attempts to contact her, staff had not received a response.

He noted that Ms. Rochelle Ferguson also applied, is a Garden City resident, and operates a business within the city. He informed Council that only one resident representative could be appointed, and asked for direction on selecting between the two applicants.

Following discussion, Councilmember Morris nominated Ms. Ferguson, while Councilmember Lassiter nominated Mrs. Longmire-Johnson. By majority decision, the Council agreed to appoint Ms. Ferguson as the Garden City resident representative on the Housing Committee.

➤ **CHSA Funding Request Presentation – Anita Smith-Dixon, Community Housing Services Agency, Inc.**

Mrs. Smith-Dixon provided an update on recent efforts by the Community Housing Services Agency since the last Council meeting. She reported that the organization was not awarded the Chatham County grant for which the City had provided support, specifically the \$500,000 grant request submitted to the County.

She explained that, despite not receiving those funds, her team has been actively assisting residents in accessing the Federal Home Loan Bank's Community Rebuild and Restore Program. She noted that the program includes two funding tracks:

1. Hurricane-Related Damage Track:

Residents who experienced any level of hurricane damage—such as missing shingles or other minor impacts—may qualify for up to \$25,000 in assistance. Mrs. Smith-Dixon reported that Garden City residents have already contacted her team and are in various stages of the application process.

2. Preservation Track (Non-Hurricane Damage):

Residents without hurricane-related damage may apply for up to \$25,000 for essential home repairs, limited to windows, roofs, and HVAC systems. She emphasized that these items are among the most significant challenges faced by Garden City residents and that the program offers meaningful support for these needs.

Mrs. Smith-Dixon continued her report, noting that the Federal Home Loan Bank had initially allocated \$40 million for the Community Rebuild and Restore Program, which was fully depleted between mid-February and mid-May. She stated that her team has continued to assist residents in completing applications and gathering the required documentation.

She informed Council that earlier that morning, the Federal Home Loan Bank released an additional \$1.1 million in funding. After checking the system prior to attending the meeting, she reported that approximately \$660,000 remained available, demonstrating how quickly the funds are being utilized.

Mrs. Smith-Dixon stated that the Federal Home Loan Bank has committed to providing another round of funding in 2027. She emphasized that the goal is to continue working closely with homeowners and their chosen contractors to ensure they will be fully prepared once the next allocation becomes available.

Mrs. Smith-Dixon reported that the current balance in the housing fund for Garden City is \$15,919. She explained that these funds represent the allocation set aside for Garden City by the Georgia Ports Authority. She stated that the City is anticipating another \$25,000 allocation during the next funding round.

She noted that the Georgia Ports Authority provides \$750,000 annually through its Port Housing Fund, with \$700,000 allocated to the City of Savannah and \$25,000 each to Garden City and Port Wentworth. Once Garden City receives its next allocation, the fund balance will increase to \$83,919.

Mrs. Smith-Dixon requested the \$60,000 that the City previously committed as matching funds for the Chatham County grant application. She explained that, if Council approves releasing those funds to the housing program, the total available amount would increase to \$143,919. She stated that this additional support would significantly enhance the City's ability to assist families in need of housing repairs and improvements.

Mrs. Smith-Dixon continued by explaining that most repair needs for residents typically range between \$8,000 and \$12,000. She stated that with the City's proposed \$60,000 investment, the program would be able to offer residents up to \$10,000 in assistance. This level of support would allow the City to help at least fourteen families while they wait for additional funding sources or while new funding opportunities are being identified.

She reported that five projects have been completed so far, and one additional application has been approved by the Federal Home Loan Bank. That project has been submitted and is now awaiting final authorization from the Bank.

Mrs. Smith-Dixon added that her team continues to follow up with approximately twenty residents who previously inquired about assistance but have not yet provided the necessary documentation. She stated that staff will continue outreach to identify any challenges these residents may be facing and help them move forward in the process.

Councilmember Hall asked how residents are informed that these funds are available. Mrs. Smith-Dixon explained that her team has conducted extensive door-to-door outreach, distributing flyers throughout neighborhoods, including Rossignol Hill and areas near Groves High School. She emphasized the importance of direct engagement and noted that her team believes strongly in "boots on the ground" efforts.

Councilmember Hall requested that Mrs. Smith-Dixon send flyers to Council so that they may assist in spreading the word.

The Planning Director added that the City also has brochures from Mrs. Smith-Dixon's agency available at the Planning and Zoning Department, and staff distributes them whenever possible. He noted that flyers have been posted and that the City is preparing for an upcoming Community Resource Fair.

He explained that the purpose of the fair is to provide residents with information not only on housing repair and assistance programs, but also on a wide range of community services. Participating partners will include food pantry providers, pet rescue organizations, disaster preparedness groups, the Red Cross, and local fire and police representatives. He stated that additional organizations have verbally committed to participating, and staff is awaiting formal confirmation. These include agencies that provide resources for seniors, senior living, disability services, hearing assistance, and other supportive programs.

The Planning Director stated that the event flyer will be shared on the City's social media platforms and encouraged Council and the community to help distribute the information. He noted that the fair is expected to bring together approximately 10 to 15 community partners.

The Council thanked Mrs. Smith-Dixon and the Planning Director for the information provided. The item will move forward for consideration.

➤ **Public Works Item(s):**

a. Chatham Parkway Improvements – Bid Award

The City Manager reported that the bid opening took place on August 20th, during which four bids were received. The low bidder was A.D. Williams Construction, with a submitted bid amount of \$334,502. She stated that staff would prepare a resolution for Council to formally consider the award at the upcoming meeting. The City Manager explained that the project includes resurfacing on the Garden City side of the bridge where rutting has occurred, restriping and installing pavement markers, grading the shoulders, and making improvements to the traffic signal at Telfair.

A discussion followed among Council regarding the contractor's references and past performance. The City Manager confirmed that staff would check the contractor's work as part of the due diligence process.

The item will move forward for consideration.

b. Updated Pavement Assessment Listing

The City Manager stated that the next item on the agenda was the updated pavement assessment listing. She explained that a pavement assessment was originally completed by an outside firm in 2021. Recently, Leon Davenport and the Public Works Department completed a comprehensive reassessment and updated the list.

She noted that the scoring methodology has been revised to align with industry-standard pavement condition ratings, which assess road quality on a scale from 1 (inefficient) to 100 (good). The updated pavement condition list will be used for the City's upcoming submittal to the Georgia Department of Transportation for the Local Maintenance and Improvement Grant (LMIG).

The City Manager stated that this update was being presented for informational purposes and requested that Council adopt the updated listing at the next Council meeting.

Councilmember Morris asked for clarification regarding the updated pavement assessment scoring, noting that roads rated between 1 and 49 appear to be categorized as being in poor condition.

The City Manager explained that roads within that range typically require major reconstruction, such as full-depth reclamation. She referenced Telfair Road and Telfair Place as examples of projects requiring this level of work. She further clarified that the roads submitted for LMIG funding generally fall within Tier Two, which includes roads in better condition that need resurfacing or minor rehabilitation rather than full reconstruction.

Councilmember Morris stated that she wanted to ensure she fully understood the pavement assessment scoring system. She referenced a road with a score of 40—Bazemore Avenue—falling within the 1 to 49 range that designates poor condition. She noted that Bazemore Avenue is a small road, approximately 0.6 miles, and asked for confirmation regarding its status. The City Manager responded that she did not believe Bazemore Avenue had been resurfaced during her time with the city, and Councilmember Morris agreed, noting that this was why she sought clarification on the scoring. The Mayor added that St. Joseph Avenue, which rated a 30, also had no record of being resurfaced in recent memory.

Councilmember Morris reiterated her desire to ensure she fully understood how the roads were being evaluated.

The City Manager explained that roads in Tier Two—typically those in moderate condition needing resurfacing—would be grouped geographically when submitted for LMIG funding. She stated that during previous LMIG-funded work in Chatham Villa, the contractor had to travel between distant locations, which increased costs. Grouping nearby streets allows contractors to mobilize more efficiently and reduces overall project expense.

With no further questions regarding the updated pavement assessment list, the City Manager informed Council that the Telfair Road and Telfair Place drainage projects are progressing. She stated that the engineers are finalizing the design, noting that it is a substantial project involving both drainage improvements and roadway reconstruction. She reported that the design work is nearing completion and that staff anticipates being able to release the project—at least in part—by the end of the year.

The updated pavement assessment road list item will move forward for consideration.

➤ **Water & Wastewater Item(s):**

a. **Quote – Fire Hydrant Repair**

The City Manager reported that a non-functioning fire hydrant located on Highway 21, near the school, requires immediate attention. She explained that the City has an emergency services contract with Dustcom and recommended utilizing their services to perform the repair. Dustcom provided a quote in the amount of \$49,695.

The City Manager noted that the repair must be completed due to safety concerns; however, the cost exceeds her spending authorization. A resolution will be prepared for Council to formally consider at an upcoming meeting.

Councilmember Morris asked whether the work would involve a full replacement of the hydrant. The Fire Chief responded that it would likely require complete replacement. The City Manager added that the hydrant is not functional as it currently stands. Councilmember Bruner referenced the documentation, stating that it involves removing the old hydrant and replacing it with a new one.

The Council agreed to move forward with the item for consideration.

➤ **Recreation Item(s):**

a. **Sponsorship Update**

The City Manager stated that the next item on the agenda was the beverage services contract for the new recreation complex. She reported that the recreation staff is recommending acceptance of the Coca-Cola contract.

The Recreation Director explained that he worked with both Coca-Cola and Pepsi during the planning process for the new complex and found Coca-Cola to be the better option overall. He stated that Coca-Cola offers more comprehensive services, better pricing, and stronger rebates. He noted that Pepsi's machines require the City to install card readers or dollar changers at its own expense, and staff would also have to load the machines themselves. In contrast, Coca-Cola provides fully equipped machines and company personnel to service and stock them, which he stated is the traditional and preferred arrangement.

The Recreation Director added that Coca-Cola has a stronger presence and reputation in Georgia and that, in his opinion, their brand is more familiar and widely preferred in the area. He also noted that Coca-Cola has trailers reserved for the City's upcoming event on Saturday pending the update. Councilmember Morris thanked staff for researching both options, noting that during the last contract discussion, only one vendor had been presented. She expressed appreciation that staff evaluated both companies' offerings so Council could make an informed decision.

This item will move forward for consideration

b. New Recreation Complex Update (Punch List Status, Police Substation, Outstanding Items, Certificate of Occupancy)

The City Manager provided an update on the new Recreation Complex. She reported that the City anticipates receiving the Certificate of Occupancy (C.O.) for the administration building on Thursday.

The Planning Director added that the administration building, gym, and football facility are ready; however, the site itself remains the primary hold-up. He explained that while people may not pay much attention to grass or grading, the City must evaluate how the site behaves during rainfall—specifically, where water flows, which areas flood, and which sidewalks or surfaces may be affected. Although these conditions are reviewed during the design phase, he noted that the final grading and settling of the soil can only be fully assessed after construction.

He explained that, as is standard practice for all developments, the City typically allows a 60-day observation period after structures are completed to evaluate how the site settles. Private developments are required to carry a 30-month bond that the City can draw from if significant issues arise and are not corrected. However, because this is a City-owned project, there is no bond in place. For that reason, staff is allowing the site to settle to identify and resolve any problems before issuing the C.O.

The Planning Director stated that staff has already identified low areas causing improper drainage, requiring replacement of certain sidewalks and parking areas where water was pooling unexpectedly. He explained that once the C.O. is issued, the contractors essentially leave the project, and any unresolved issues would require further legal action and additional steps for the City. Therefore, staff is being cautious to ensure the site is properly stabilized before final approval.

The City Manager added that most of the site stabilization concerns are located at the back of the property near the ditch, rather than at the front of the complex. She stated that the City can move forward with

obtaining the Certificate of Occupancy (C.O.) for the administration building; however, the stabilization issues referenced by the Planning Director relate primarily to the rear portion of the site.

A brief discussion occurred among Council and staff regarding the specific area of concern. The Planning Director explained that the contractor leveled the area last week and hydro-seeded it earlier today. He stated that staff should be able to evaluate how the site responds over the next few days. He reiterated that all buildings are ready, and the remaining delay is solely related to the site settling properly.

The City Manager reported that the pool gate has been replaced due to an issue, and staff is currently waiting for the arrival of the emergency phone required before a C.O. can be issued for the pool. Regarding the concession stand near the football field, she explained that modifications were required to install a three-compartment sink, and the City will need to wait until that work is completed as well.

The Planning Director stated that the remaining punch list items are primarily site-related. He noted that CHA has completed their punch list and identified the corrections that must be made. A discussion followed among Council and staff regarding the outstanding items, correction timelines, retaining funds, and the withholding of warranty waivers until all required corrections are completed with Councilmember Morris stating that this was why she requested the item be added to the agenda—to determine whether the ribbon-cutting ceremony would need to be canceled. The City Manager confirmed that the ceremony would not be canceled.

The Planning Director explained that the public will be able to access the buildings and bathrooms. Councilmember Morris noted during her tour she did not see a stove in the kitchen. The Planning Director clarified that there is no stove because it wasn't included in the approved plans. He added that the kitchen was not designed with ventilation capable of supporting a stove installation.

Councilmember Morris expressed concern, noting that the City intends to rent the community room to residents and others with the expectation of a commercial kitchen, yet no stove is provided. The City Manager responded that the original plan was to support catering events where food is brought in and kept warm using warming equipment rather than cooked onsite. The Recreation Director confirmed this, stating that from the beginning, the intent was to avoid installing a stove due to the high cost of a commercial hood system. The kitchen was designed specifically as a catering kitchen where warmers would serve as the heating source.

Councilmember Hall stated that he remembered the initial conversation about the stove and that a plan was discussed to add it later. He recalled asking why it should be installed later rather than at the beginning to avoid retrofitting. The Recreation Director responded that staff was never given the option to include a stove.

The City Manager noted that she was not part of those early discussions. Councilmember Morris then asked, now that it was clear the absence of a stove was not a punch list item, how the City could proceed with adding one as a phase two improvement. The City Manager explained that, based on conversations with the consulting engineer, installing a stove at this stage would require cutting a hole in the roof to

accommodate the hood system. She stated that while it could be done, it would be costly.

Councilmember Figiel stated that, based on his professional experience, installing a full commercial hood and ventilation system would cost at least several hundred thousand dollars. He explained that such an installation would require a hood vent system, an Ansul fire-suppression system, a grease trap, and the associated structural and mechanical work. He emphasized that significant requirements and costs are involved if the City chooses to add a full commercial stove in the future.

Councilmember Bruner asked whether the City would want to assume the liability associated with people operating stoves and ovens in the community kitchen. He explained that, in his experience managing an event space, we personally chose not to install stoves and ovens due to liability concerns. He added that even with fire-suppression systems in place, any incident involving a stove could still result in significant damages, and he asked what liability the City would face if such equipment were installed.

The City Manager explained that installing a commercial stove would create additional liability for the City. Councilmember Morris noted that the Cooper Center has a stove, and the City Manager added that City Hall has a residential stove, though the discussion here concerns a commercial installation. The City Attorney stated that the City would need insurance coverage if a stove were added. The Mayor noted that caterers typically use warmers. The City Manager reiterated that caterers do not use the residential stove at City Hall, and the Mayor stated that Council could consider the possibility of a commercial stove in the future.

The City Manager stated that the three-compartment sinks are being installed and that a hot water heater will be placed in the pump station for the concession area. When asked whether this would affect the football season, the Recreation Director clarified that the items are health-department regulated and should be completed in time for the season.

Council discussed changes made during the design phase and the items that would have been included had those changes been addressed earlier. Questions were raised regarding responsibility for reviews, updates, and recommendations. Staff noted they did the best they could after decisions had already been made and based on financial guidance from the previous administration. The City Attorney explained that responsibility for the design and oversight of the project was shared, accountability rests across all parties.

The Police Chief reported that the police substation is ready, including signage. He noted that hours of operation have not been established, as staff is waiting to determine community expectations and needs.

He stated that once questions or concerns arise, the department will begin operating the substation on a part-time basis and adjust the schedule as appropriate, potentially starting with select days such as Monday or Wednesday. The Police Chief added that once specific hours of operation are established and he knows when an officer will be assigned to the substation, those hours will be posted. He noted that the substation has a direct phone line installed, signage in place, and the department's emblem displayed, and is otherwise ready for use.

The City Manager reported that the tall digital sign planned for the corner of Highway 80 is scheduled for delivery either at the end of this week or the beginning of next week. She noted that a tree has been removed and a light pole must still be relocated to position the sign closer to Highway 80. Because of this timeline, the digital sign will not be installed before the opening; however, temporary signage will be placed so visitors know where to turn. She added that tables and chairs are being acquired, and the Recreation Director confirmed that round tables will also be ordered.

➤ **Governmental Affairs Item(s):**

a. New Recreation Complex Ribbon Cutting Ceremony Update

The Governmental Affairs Director provided an update on the upcoming grand opening ceremony for the new recreation complex, scheduled for Friday, September 18th. Invitations have been sent to municipal leaders, legislative delegates, contractors, and community partners, with a VIP tour beginning at 10:00 AM and the formal ceremony starting promptly at 11:30 AM. Councilmembers, the Mayor, and other city leaders will participate in the program, and final decorations, signage, and catering plans are underway to enhance the event. Department heads are also invited, and a few special surprises are planned for attendees.

The Governmental Affairs Director and the Recreation Director provided an update on Garden City's new partnership with Live Oak Fiber, a community-focused fiber optic provider now operating in Chatham County. Following a facility tour and meeting with their community engagement manager, Live Oak Fiber committed to a one-year, \$30,000 sponsorship supporting needs within the new recreation complex. Their initial investment includes funding of \$13,500 for portable three-row bleachers to accommodate spectators along the turf field, with additional support planned for future events, food truck sponsorships, and youth internet-safety programming. Live Oak Fiber will also sponsor refreshments for the upcoming open house on Saturday, further solidifying their role as a new community partner.

The Governmental Affairs Director presented an update regarding lobbyist activities. The engagement agreement with our legislative lobbyist has been executed, and efforts are underway to schedule a planning session in early October.

Additionally, *James Magazine*—a prominent publication known for profiling influential leaders in business and government—released its September–October “Top Lobbyists” issue. Michael Shellnut of McGuireWoods is listed at #38 among the Top 100 lobbyists, while Matt Campbell is ranked #43. McGuireWoods also placed #5 among top law-affiliated firms. Although these rankings do not guarantee outcomes, they reflect strong representation and offer optimism for positive results.

Councilmember Hall stated that several residents who already have Live Oak Fiber service in nearby areas have reported improved television image quality compared to their previous providers.

The Governmental Affairs Director clarified that Live Oak Fiber is not yet operating in Garden City. They will be coordinating with Licensing and working with the Finance Director to finalize the criteria required for them to begin service. Garden City is currently on Live Oak Fiber's list of areas to enter and begin work.

➤ **City Manager Item(s):**

a. **Blight Tax**

The City Manager introduced the Blight Tax Program, noting that although the agenda referenced it as an ordinance, it would indeed take the form of a formal ordinance. She reported that a detailed memo outlining the program was included in the council packets and stated that she believes it is something the city should consider.

Councilmember Morris requested clarification to ensure that the terminology used—specifically “tax” versus “fee”—would not create legal or procedural issues.

The City Attorney confirmed that the proposal would not cause any issues. He explained that the program functions as an increased tax on qualifying non-residential properties determined to be blighted. He stated that the Planning Director would make the initial blight determination, similar to the nuisance abatement process. Primary residences would not be subject to this tax.

The City Attorney noted that property owners may contest the blight designation, in which case the matter would be heard by a municipal judge. The judge would decide whether the tax applies. If upheld, the tax increase would remain in effect until the owner completes remediation, rehabilitation, or other improvements to bring the property into compliance. He further explained that revenue generated from the blight tax must be dedicated to redevelopment projects within the city and cannot be placed in the general fund. Funds may also be used for nuisance abatement activities, such as demolition of unsafe structures.

The City Attorney continued by saying that the provision has been used in many cities and this comes from the Griffin ordinance, where it has been very successful. Councilmember Morris thanked him for the detailed explanation, noting that it was very helpful. She reiterated that she wanted to avoid confusion between using the term “fee” versus “tax” and simply sought clarification.

Councilmember Bruner then asked how the tax amount, percentage, or structure would be determined.

The City Attorney stated that Griffin had to add 7 mills. The City Manager explained that the information was being provided so the Council could determine whether this was something they wished to pursue. He noted that staff would need to reach out to the Chatham County Tax Assessor’s Office to determine the process for billing and that additional steps would still be required.

Upon discussion Council agreed to move forward in pursuing the item.

➤ **Mayor’s Updates**

No updates

➤ **City Council’s Updates**

Councilmember Hall reported his attendance at the retirement event held at Savannah State University honoring State Representative Edna Branch Jackson. He presented a proclamation from the City of Garden

City, which was well received. Councilmember Hall noted that King Frazier Hall was officially renamed to Edna Jackson Hall in recognition of Ms. Jackson's service. He also shared that Senator Warnock presented a proclamation in her honor during the event.

Councilmember Morris reported that she attended a CHSA affordable housing tour with Mrs. Anita Smith-Dixon. She noted that the tour provides a valuable firsthand look at how funding is utilized and the work being performed in the community. The Planning Director also participated in the tour.

Councilmember Morris described several areas visited during the tour, including background on the history of improvements made to the homes. Mrs. Smith-Dixon provided upcoming tour dates and available seating. Councilmember Morris suggested that the appointees to the Garden City Community Housing Committee, as well as the Mayor and Council, consider attending a future tour to gain direct insight into the program.

With no further comments, Councilmember Bruner made a motion to enter executive session at approximately 6:32pm. The motion was seconded by Councilmember Hall and passed without opposition.

➤ **Executive Session:**

a. Real Estate Matter

After discussion, Councilmember Hall made a motion to return to open session of the workshop. Councilmember Figiel seconded the motion and passed without opposition. The meeting adjourned at approximately 6:45pm.

Transcribed by: Clerk of Council

Approved by Mayor & Council: 9-21-26

GARDEN CITY, GEORGIA AFFIDAVIT AS TO OPEN MEETING LAW

The undersigned Mayor, under oath, certifies that at a meeting of the Mayor and Council of Garden City Georgia, held on the date identified below being the date of this document, the Mayor and Council closed their meeting as permitted by the Chapter 14 of Title 50 of the Georgia Code and pursuant to advice by the City Attorney. The only matters considered or discussed during the closed session or executive session of the meeting is as checked below:

Check ✓	Subject Matter	As provided in O.C.G.A. Section
	Meeting to discuss or vote to authorize the settlement of a matter covered by the attorney-client privilege. <i>The subject discussed was _____ (identify the case or claim discussed, but not the substance of the attorney-client discussion)</i>	50-14-2 (1) 50-14-3 (b)(1)(A)
	Meeting to discuss or vote to authorize negotiations to purchase, dispose of or lease property.	50-14-3(b)(1)(B)
	Meeting to discuss or vote to authorize the ordering of an appraisal related to the acquisition or disposal of real estate.	50-14-3(b)(1)(C)
	Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote.	50-14-3(b)(1)(D)
✓	Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote.	50-14-3(b)(1)(E)
	Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee.	50-14-3(b)(2)
	Meeting to interview one or more applicants for the position of executive head of an agency.	50-14-3(b)(2)
	Pursuant to the attorney-client privilege, a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved, and the matter discussed was _____ <i>(identify the matter but not the substance of the discussion)</i>	50-14-2(1)
	Staff meeting held for investigative purposes under duties or responsibilities imposed by law.	50-14-3(a)(1)
	Meeting to consider records or portions of records exempt from public inspection or disclosure because there are no reasonable means to consider the record without disclosing the exempt portions.	Article 4, Chapter 18 of Title 50

This Affidavit is executed for the purpose of complying with the mandate of O.C.G.A 50-14-4(b) and is to be filed with the official minutes of the aforementioned meeting.

This the 14th day of September 2026

By: [Signature]
Mayor, City of Garden City, Georgia

Sworn to and subscribed before me on the above indicated date:

[Signature]
Notary Public, State of Georgia
Commission expires: 7/21/28



(Although the same is not mandatory, the following participants concur with the accuracy of this Affidavit.)

ORDINANCE 2026-__

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND MAP OF GARDEN CITY, GEORGIA, AS AMENDED, TO REZONE FROM A ZONING CLASSIFICATION OF “I-1” TO A ZONING CLASSIFICATION OF “I-2” LOTS NUMBERED 53, 54, 55, 56, 57, & 58, PORT INDUSTRIAL PARK 2, PHASE A, GARDEN CITY, CHATHAM COUNTY, GEORGIA, LOCATED AT 6018 COMMERCE BOULEVARD, GARDEN CITY, GEORGIA 31408 (PROPERTY IDENTIFICATION NO. 60891 01047), 6020 COMMERCE BOULEVARD, GARDEN CITY, GEORGIA 31408 (PROPERTY IDENTIFICATION NO. 60891 01013), 7 HANGAR COURT, GARDEN CITY, GEORGIA 31408 (PROPERTY IDENTIFICATION NO. 60891 01038) AND 11 HANGAR COURT, GARDEN CITY, GEORGIA 31408 (PROPERTY IDENTIFICATION NO. 60891 01008), CURRENTLY OWNED BY THIRA ESTATES LLC; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Thira Estates, LLC, has filed an application to rezone the below-described properties (the “Properties”), from their present “I-1” (Light Industrial) zoning classification to a zoning classification of “I-2” (Heavy Industrial) to permit industrial operations thereon associated with trucking and logistic activities; and,

WHEREAS, the Planning Commission has held a public hearing and recommended approval of the re-zoning; and,

WHEREAS, the Mayor and Council have determined that the rezoning is consistent with the Comprehensive Land Use Plan and is compatible with the land uses of the surrounding properties;

NOW THEREFORE, be it ordained by the Mayor and Council of Garden City, Georgia, and it is hereby ordained by the authority thereof that:

Section 1. The Zoning Ordinance and Zoning Map of Garden City, Georgia, as amended, is amended so that the following described parcels owned by Thira Estates, LLC, with addresses of 6018 & 6020 Commerce Boulevard, Garden City, Georgia 31408 (Tax Parcel Identification Numbers 60891-01047 & 60891 01013) and 7 & 11 Hangar Court, Garden City, Georgia 31408 (Tax Parcel Identification Numbers 60891-01038 & 60891-01008) be rezoned from their present “I-1” (Light Industrial) zoning classification to a zoning classification of “I-2”(Heavy Industrial):

Parcel 1:

All that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as Lot 53, Phase A, Port Industrial Park Two, on a plat of survey dated October 1, 1992, prepared by William H. Saussy, Jr., Georgia Registered Land Surveyor No. 1216, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 12-S, Page 95, said plat being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is more commonly known as 6020 Commercial Boulevard, Garden City, Georgia 31408, and has been assigned a Tax Parcel Identification Number of 60891 01013 by the Chatham County, Georgia, Tax Assessor.

Parcel 2:

All those certain lots, tracts, or parcels of land situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as Lot Number 54 and Lot Number 55, Phase A, Port Industrial Park Two, on a plat of survey dated January 4, 1999, revised February 2, 1999, prepared by William B. Thompson, Georgia Registered Land Surveyor No. 2027, said plat of survey being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is more commonly known as 6018 Commerce Boulevard, Garden City, Georgia 31408, and has been assigned a Tax Parcel Identification Number of 60891 01047 by the Chatham County, Georgia, Tax Assessor.

Parcel 3:

All that certain lot, tract, or parcel of land situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as Lot Number 58, Phase A, Port Industrial Park Two, on a plat of survey dated October 1, 1992, prepared by William H. Saussy, Jr., Georgia Registered Land Surveyor No. 1216, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 12-S, Page 95, said plat

being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is more commonly known as 11 Hanger Court, Garden City, Georgia 31408, and has been assigned a Tax Parcel Identification Number of 60891 01008 by the Chatham County, Georgia, Tax Assessor.

Parcel 4:

All those certain lots, tracts, or parcels of land situate, lying, and being in Garden City, Chatham County, Georgia, shown and designated as Lot Number 56 and Lot Number 57, Phase A, Port Industrial Park Two, on that certain plat of survey dated October 1, 1992, prepared by William H. Saussy, Jr., Georgia Registered Land Surveyor No. 1216, and recorded in the Office of the Clerk of the Superior Court of Chatham County, Georgia, in Subdivision Map Book 12-S, Page 95, said plat of survey being incorporated herein by reference and being made a part hereof for better determining the metes, bounds, courses, and distances of the subject property.

The above-described property is more commonly known as 7 Hanger Court, Garden City, Georgia 31408, and has been assigned a Tax Parcel Identification Number of 60891 01038 by the Chatham County, Georgia, Tax Assessor.

Section 2: This Ordinance shall become effective immediately upon its adoption.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED this ____ day of September, 2026.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this the ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

Read first time:

Read second time and approved:

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A SETTLEMENT AGREEMENT AND RELEASE RESOLVING CONTRACTUAL DISPUTES BETWEEN THE CITY AND CHA CONSULTING, INC. REGARDING THE GARDEN CITY GYM COMPLEX PROJECT; TO AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, The Mayor and Council of Garden City, Georgia (the "City") is a municipal corporation duly chartered and existing under the laws of the State of Georgia; and,

WHEREAS, the City and CHA Consulting, Inc. ("CHA") entered into a professional services agreement dated June 20, 2026, whereby CHA served as the architect and design professional for the Garden City Gym Complex Project (the "Project"); and,

WHEREAS, a dispute arose between the City and CHA concerning alleged project delays, wherein the City sought reimbursement of delay costs charged to the City by the Project contractor arising out of or related to delays by CHA in responding to Requests for Information (RFIs) and design requests, and in procuring a swimming pool permit from the Chatham County Department of Health (the "Dispute"); and,

WHEREAS, the City formally asserted claims against CHA concerning the Dispute through initial notice of claim correspondence regarding the contractor's change order for delay costs; and

WHEREAS, CHA has expressly denied any and all liability, fault, or wrongdoing whatsoever regarding the City's allegations, maintaining that its performance was at all times professional, adequate, and in accordance with applicable standards; and,

WHEREAS, the City administration, working in conjunction with legal counsel, has negotiated a mutually agreeable Settlement Agreement and Release to fully and finally resolve the Dispute and all claims that were raised or could have been raised in connection therewith, avoiding the time, expense, and uncertainty of formal arbitration; and,

WHEREAS, the Mayor and Council have reviewed the proposed Settlement Agreement and Release, have determined that entering into said agreement is in the best financial and operational interests of the City and its citizens, and desire to formally authorize its acceptance and execution;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AS FOLLOWS:

Section 1. Approval of Settlement Agreement

The Mayor and Council hereby approve the **Settlement Agreement and Release** by and between The Mayor and Council of Garden City, Georgia and CHA Consulting, Inc., resolving all claims and disputes arising out of or related to the Garden City Gym Complex Project as set forth in the initial notice of claim correspondence. A copy of said Settlement Agreement and Release shall be maintained on file in the Office of the City Clerk.

Section 2. Authorization of City Manager

The City Manager, Rhonda Ferrell-Bowles, or her designated authorized representative, is hereby authorized, empowered, and directed to execute the Settlement Agreement and Release, along with any other related documents, checks, wire transfer instructions, or instruments necessary to effectuate the terms of the settlement on behalf of The Mayor and Council of Garden City, Georgia.

Section 3. Compliance with Georgia Open Records Act

The City acknowledges its obligations under the Georgia Open Records Act (O.C.G.A. § 50-18-70 *et seq.*) and directs that this Resolution and associated public records be maintained and disclosed in accordance with statutory requirements.

Section 4. Severability

If any section, subsection, sentence, clause, or phrase of this Resolution is declared unconstitutional or invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

Section 5. Effective Date

This Resolution shall take effect immediately upon its adoption by the Mayor and Council of Garden City, Georgia.

ADOPTED this _____ day of September, 2026.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this _____ day of September, 2026.

BRUCE CAMPBELL, Mayor

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AUTHORIZING A FINANCIAL CONTRIBUTION OF \$60,000.00 TO THE COMMUNITY HOUSING SERVICES AGENCY, INC. (CHSA) TO SUPPORT RESIDENTIAL HOUSING REPAIRS FOR GARDEN CITY RESIDENTS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Community Housing Services Agency, Inc. (CHSA) previously applied for the FY26 Chatham County Blueprint Grant to support critical residential housing repairs across Chatham County; and,

WHEREAS, under the initial grant framework, Chatham County planned to fund \$250,000 of a total \$500,000 grant, with municipal matches based on population, resulting in a proposed Garden City cash match of \$60,000 and a corresponding \$60,000 match from Chatham County; and,

WHEREAS, the Mayor and Council of Garden City previously approved issuing a letter of commitment for the \$60,000 cash match contingent upon the grant award; and,

WHEREAS, although the FY26 Chatham County Blueprint Grant was not awarded to CHSA, CHSA has requested that Garden City contribute the \$60,000 previously earmarked to directly support vital housing repairs for Garden City residents; and,

WHEREAS, CHSA currently holds approximately \$58,919 in available matching funds and anticipates receiving an additional \$25,000 from the Georgia Ports Authority earmarked specifically for Garden City, creating a combined pool of supplemental resources; and,

WHEREAS, CHSA currently provides up to \$5,000 in repair funding per household, and Garden City's \$60,000 contribution will enable CHSA to increase maximum assistance up to \$10,000 per household, immediately benefiting approximately 12 Garden City families; and,

WHEREAS, this collaborative investment establishes a formal strategic partnership between Garden City and CHSA, demonstrating the City's commitment to workforce housing, home preservation, and the well-being of its residents while helping leverage future financial resources.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, as follows:

1. **Authorization of Contribution:** The Mayor and Council hereby approve and authorize a direct financial contribution of \$60,000.00 to the Community Housing Services Agency, Inc. (CHSA) dedicated exclusively to residential housing repairs within Garden City, Georgia.
2. **Execution of Agreement:** The City Manager and/or Mayor are hereby authorized to execute any necessary operational agreements, grant contracts, or administrative documents required to effectuate the transfer of funds and ensure program compliance.

3. **Effective Date:** This Resolution shall become effective immediately upon its adoption.

ADOPTED by the Mayor and Council of Garden City, Georgia, this ____ day of September, 2026.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

**A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA,
APPOINTING MEMBERS TO THE GARDEN CITY COMMUNITY HOUSING
COMMITTEE PURSUANT TO THE RESOLUTION ADOPTED ON AUGUST 17, 2026;
FIXING INITIAL TERMS OF OFFICE; AND FOR OTHER LAWFUL PURPOSES.**

WHEREAS, on August 17, 2026, the Mayor and Council of Garden City, Georgia, adopted a resolution establishing the Garden City Community Housing Committee for participation in the Georgia Initiative for Community Housing (GICH); and,

WHEREAS, Section 2 of said August 17, 2026, Resolution provides that the Housing Committee shall consist of seven (7) members appointed by the Mayor and Council representing municipal administration and key community stakeholders; and,

WHEREAS, Section 3 of said Resolution establishes initial staggered terms of two (2) and three (3) years for the appointees to ensure continuity of institutional knowledge, with initial terms expiring on December 31, 2027, and December 31, 2028, respectively; and,

WHEREAS, the Mayor and Council now desire to formally appoint individuals to fill the seats established under the August 17, 2026, Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AS FOLLOWS:

Section 1. Appointment of Members

The following individuals are hereby appointed to serve as members of the Garden City Community Housing Committee in the specified stakeholder capacities:

1. **Local Elected Official / Municipal Representative:** Michael Bruner
2. **Municipal Staff / Representative:** Carlos Nevarez (Planning Director)
3. **Real Estate Development:** *[To Be Determined / Vacant]*
4. **Housing / Social Services Provider:** Anita Smith-Dixon
5. **Housing / Social Services Provider:** April Givens
6. **Business / Banking / Education:** Maeeta Baker-Johnson
7. **Garden City Resident:** Rochelle Ferguson

Section 2. Designation of Terms

Pursuant to Section 3 of the August 17, 2026, Resolution, the initial terms of service for the appointed members shall be designated as follows:

(a) Initial Two-Year Terms (Expiring December 31, 2027):

- **Municipal Representative:** Michael Bruner
- **Garden City Resident Representative:** Rochelle Ferguson
- **Education / Stakeholder Representative:** Maeeta Baker-Johnson

- **Housing / Social Services Non-Profit Representative:** Anita Smith-Dixon

(b) Initial Three-Year Terms (Expiring December 31, 2028):

- **Municipal Representative:** Carlos Nevarez
- **Housing / Social Services Non-Profit Representative:** April Givens
- **Real Estate Development Representative:** *[To Be Determined]*

Section 3. DCA Contacts Designation

Pursuant to Section 2(a) of the August 17, 2026, Resolution, **Carlos Nevarez** (Planning Director) is hereby designated as the Primary Contact, and **Michael Bruner** is designated as the Secondary Contact for the Georgia Department of Community Affairs (DCA).

Section 4. Effective Date

This Resolution shall take effect immediately upon its adoption by the Mayor and Council of Garden City, Georgia.

ADOPTED this _____ day of September, 2026.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, ACCEPTING THE BID OF A.D. WILLIAMS CONSTRUCTION CO., INC. FOR THE CONSTRUCTION OF THE 2026 CHATHAM PARKWAY IMPROVEMENTS PROJECT; AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$334,502.20; AUTHORIZING THE CITY MANAGER AND OTHER APPROPRIATE CITY OFFICIALS TO EXECUTE CONTRACT DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Garden City, Georgia ("City"), solicited competitive sealed proposals for the **2026 Chatham Parkway Improvements Project** running from the I-16 bridge to US 80, which include the following:

- Milling and resurfacing existing asphalt pavement along Chatham Parkway.
- Shoulder grading and rehabilitation along approximately 5,400 linear feet of roadway.
- Maintenance of traffic during construction.
- Replacement and installation of pavement markings, including:
 - Lane lines
 - Centerlines
 - Directional arrows
 - Railroad crossing markings
 - Thermoplastic striping and symbols
- Traffic signal improvements at the Chatham Parkway and Telfair Place intersection, including installation of Wavetronix detection equipment and related signal upgrades;

and,

WHEREAS, prior to the public opening of bids, the City formally issued **Addendum No. 1** revising the bid documents to delete Item 9 (Permanent Grassing) and Item 20 (Reset Guardrail); and,

WHEREAS, on **August 20, 2026**, four (4) sealed bids were publicly opened and read aloud, with all prospective bidders acknowledging receipt of Addendum No. 1 in their submitted bid proposals; and,

WHEREAS, City Engineer **Leon Davenport, P.E.**, evaluated all bid submissions and issued a formal Engineering Recommendation memorandum dated **August 26, 2026**, to City Manager Rhonda Ferrell-Bowles; and,

WHEREAS, **A.D. Williams Construction Co., Inc.** submitted the lowest responsive and responsible bid in the total amount of **Three Hundred Thirty-Four Thousand, Five Hundred Two Dollars and Twenty Cents (\$334,502.20)**; and,

WHEREAS, the City Engineer verified that the bid submitted by A.D. Williams Construction Co., Inc. was complete, properly executed, in full conformance with the bid documents as modified by Addendum No. 1, and within a reasonable, acceptable cost range compared to other submitted bids; and

WHEREAS, the Mayor and Council of Garden City find that awarding the construction contract for the 2026 Chatham Parkway Improvements to A.D. Williams Construction Co., Inc. is in the best interest of the health, safety, and welfare of the citizens and public infrastructure of Garden City.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, and it is hereby resolved by authority of the same, as follows:

1. **Award of Contract:** The Mayor and Council hereby accept the recommendation of the City Engineer and formally award the construction contract for the **2026 Chatham Parkway Improvements** project to **A.D. Williams Construction Co., Inc.** of Savannah, Georgia, in the contract amount of **\$334,502.20**.
2. **Execution of Contract Documents:** The City Manager, Rhonda Ferrell-Bowles, or her designee, alongside appropriate City staff and legal counsel, is hereby authorized and directed to execute and deliver the formal Construction Contract, Notice of Award, Notice to Proceed, and all related agreement documents necessary to effectuate the work on behalf of Garden City, Georgia.
3. **Conflict & Severability:** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any section, paragraph, clause, or provision of this Resolution shall be held invalid or unenforceable, the remaining portions shall remain in full force and effect.
4. **Effective Date:** This Resolution shall become effective immediately upon its adoption by the Mayor and Council.

ADOPTED this _____ day of September, 2026.

TONYA ROPER,
Clerk of Council

RECEIVED AND APPROVED this _____ day of September, 2026.

BRUCE CAMPBELL, Mayor

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING AND ADOPTING THE UPDATED PAVEMENT CONDITION ASSESSMENT ROAD LIST AND STANDARDIZED SELECTION FRAMEWORK FOR MUNICIPAL ROAD RESURFACING; AUTHORIZING SUBMISSION OF THE STANDARDIZED ROAD LIST TO THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR LOCAL MAINTENANCE IMPROVEMENT GRANT (LMIG) FUNDING; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Garden City, Georgia ("City"), is responsible for the ongoing maintenance, repair, and resurfacing of publicly maintained roadways within its municipal boundaries; and,

WHEREAS, the City's Consulting Engineer and Public Works Department recently completed a comprehensive engineering assessment of all city-maintained roadways to evaluate infrastructure quality and eliminate arbitrary street selection; and,

WHEREAS, roadway conditions were evaluated and updated utilizing the industry-standard Pavement Condition Index (PCI), which rates road condition quality on a scale from 1 (Deficient) to 100 (Good), with gravel roads designated with a rating of 0; and,

WHEREAS, a formalized, data-driven framework has been established to categorize roadways into four core priority tiers to guide future maintenance and resurfacing cycles:

1. **Priority Tier 1 (Preventive / PCI 70–85):** Low-cost preservation for roads in Fair-to-Good condition to prevent rapid deterioration to structural failure;
2. **Priority Tier 2 (Rehabilitation / PCI 50–69):** Targeted rehabilitation for roads in Poor-to-Fair condition to maximize pavement lifespan per dollar spent;
3. **Priority Tier 3 (Reconstruction / PCI 1–49):** High-cost full-depth reclamation and structural reconstruction, to be budgeted as major capital improvement projects through the annual municipal budget process; and,
4. **Gravel Roads (PCI 0):** Publicly maintained unpaved corridors; and,

WHEREAS, the Consulting Engineer and City staff will utilize this updated assessment to prioritize roadways within Tier 2 based on PCI scores and geographic grouping to optimize contractor mobilization costs and operational efficiency; and,

WHEREAS, adopting this objective, standardized pavement management framework ensures long-term fiscal responsibility, uniform infrastructure quality across all city districts, and objective mathematical justifications for infrastructure expenditures; and,

WHEREAS, the updated Pavement Assessment Road List (attached hereto as **Exhibit A**) will serve as the official basis for submittals to the Georgia Department of Transportation (GDOT) for the City's Local Maintenance Improvement Grant (LMIG) funding requests.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, and it is hereby resolved by authority of the same, as follows:

1. **Approval and Adoption of Road List and Framework:** The Mayor and Council hereby approve and adopt the updated Pavement Assessment Road List attached hereto as **Exhibit A**, along with the standardized, PCI-based priority tier framework for municipal road resurfacing selection.
2. **Authorization for GDOT Submittals:** The City Manager, Consulting Engineer, and appropriate City staff are hereby authorized and directed to submit the updated Pavement Assessment Road List to the Georgia Department of Transportation (GDOT) as the basis for current and future Local Maintenance Improvement Grant (LMIG) funding applications and program administration.
3. **Implementation & Prioritization:** City staff and the Consulting Engineer are authorized to execute road selection, resurfacing schedules, and annual capital improvement budgeting in accordance with the strategic objectives and tier criteria set forth in the Pavement Condition Assessment framework.
4. **Conflict & Severability:** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. **Effective Date:** This Resolution shall become effective immediately upon its adoption.

Adopted this the ____ day of September, 2026, in open session.

TONYA ROPER,
Clerk of Council

Received and Approved this ____ day of September 2026.

BRUCE CAMPBELL, Mayor

EXHIBIT A

Road Name	From	To	Length (Miles)	Rating
Jasper Drive	Chatham Villa Dr	Byck Avenue	0.12	95
13th Street	Tallmadge Avenue	Griffin Avenue	0.20	75
1st Street	Oak St	2nd Street	0.28	60
2nd Street	Oak St	Delettre Street	0.23	62
3rd Street	Minus Avenue	US 80	0.52	60
4th Street	SR 26	Oak Street	0.36	65
5th Street	Oak St	Dead End	0.36	70
6th Street	SR 26	Dead End	0.32	40
7th Street	US 80	Dead End	0.16	70
8th Street	US 80	Dead End	0.20	90
Airport Park Dr.	Dean Forest Road	Dead End	0.31	65
Anfield Street	Oak St	Davis Avenue	0.14	70
Ansford Drive	Lynn Dr	Azalea Avenue	0.10	75
Aviation Court	Commerce Blvd	Dead End	0.12	75
Azalea Ave	Camellia Avenue	Ansford Drive	0.50	75
Bays Avenue	Russell Ave	Dead End	0.16	70
Bazemore Avenue	SR 21	Dead End	0.06	40
Beasley Road	SR 307	Dead End	0.28	0
Bell Road	Minus Avenue	Dead End	0.13	65
Big Hill Rd	SR 21	Dead End	1.07	65
Bisbee Street	Sharon Park Dr	DeLoach Avenue	0.21	80
Biscut Hill Road	Old Louisville Road	Dead End	0.05	60
Bishop Avenue	Tyson Avenue	Pipkin Avenue	0.25	75
Bowman Avenue	Azalea Avenue	Smith Avenue	0.26	75
Brampton Rd	SR 21	Main Street	0.59	90
Briarwood Drive	Wildwood Dr	Dead End	0.15	75
Bud Brown Drive	Big Hill Rd	Dead End	0.30	65
Bunger Rd	Telfair Road	I-16 Overpass	0.40	75
Burgess Road	SR 307	Dead End	0.23	0
Burnsed Ave	SR 26	Main Street	0.30	75
Byck Avenue	Sparkman Dr	Chatham Villa Dr	0.42	75
Camellia Ave	Nelson Avenue	Azalea Avenue	0.37	75
Central Avenue	Sunshine Rd	Dead End	0.27	80
Chatham Parkway	I-16	SR 26	1.23	90
Chatham Villa Dr	SR 21	Byck Avenue	0.40	75
Colonial Trail	Big Hill Rd	Dead End	0.16	65
Commerce Blvd	SR 307	Dead End	0.61	50
Commerce Court	Commerce Blvd	Dead End	0.31	65
Constatine Road	Town Center Dr	Dead End	0.23	80
Cooper Ave	Oglesby Avenue	Pricilla Thomas Way	0.25	65
Coulson Drive	Rommel Avenue	Dead End	0.12	90
Covington Avenue	SR 26	Woodlawn Ave	0.13	90

Crager Court	SR 25	Dead End	0.07	90
Daniel Avenue	Smith Avenue	Dead End	0.21	75
Davis Ave	8th Street	Dead End	0.80	70
Delettre Avenue	2nd Street	Dead End	0.38	65
DeLoach Avenue	SR 26	Shaw Avenue	0.19	0
Eagles Way	US 80	Dead End	0.39	100
Elm Street	SR 21 Spur	Dead End	0.14	90
Export Boulevard	SR 307	Dead End	0.90	70
Fall Ave	SR 25	Pineland Drive	0.20	100
Festival Place	SR 307	Central Avenue	0.06	80
Godbee Avenue	Dead End	Dead End	0.30	80
Governor St.	Talmdage Avenue	Griffin Avenue	0.21	70
Griffin Ave.	SR 26	Old Louisville	0.47	80
Hangar Court	Commerce Blvd	Dead End	0.16	60
Harrell Drive	SR 21	Osceola Drive	0.18	75
Hawkinsville Road	Railroad Street	Dead End	0.60	70
Heidt Ave.	SR 26	Old Louisville Ave	0.27	40
Herty Avenue	Rommel Avenue	Azalea Avenue	0.19	70
Hickory Drive	Azalea Avenue	Smith Avenue	0.19	85
Hoss Drive	Heidt Avenue	Chatham Pkwy	0.14	75
Junction Avenue	SR 26	Old Louisville Rd	0.16	90
Kelly Hill Road	SR 26	Dead End	0.39	85
Kessler Ave.	Old Louisville Road	SR 26	0.60	70
Kicklighter Way	SR 26	Dead End	0.13	40
Lee Avenue	Redmond Ave	Dead End	0.21	70
Leon Village Drive	Oak St	SR 21	0.34	90
Leone Avenue	Hawkinsville Rd	Big Hill Rd	0.16	60
Live Oak Way	Big Hill Rd	Water Oak Way	0.19	55
Lynah Avenue	Kessler Ave	Old Louisville Road	0.29	40
Minus Ave	SR 25	Dead End	0.52	40
Morgan Industrial Blvd	SR 307	Dead End	0.23	70
Nelson Ave	Azalea Avenue	SR 25	0.55	75
Oak St	SR 21	Dead End	0.30	60
Oberline Drive	Lynn Dr	Smith Avenue	0.09	80
Oglesby Ave	SR 21	Dead End	0.16	85
Old Dean Forest	Airport Park Dr	Dead End	0.51	30
Old Louisville Rd	SR 307	Kessler Avenue	2.32	65
Olmstead Drive	Byck Ave	Byck Avenue	0.23	80
Osceola Drive	Harrell Dr	Dead End	0.09	75
Pineland Dr	Salt Creek Road	Dead End	1.01	95
Pipkin Avenue	Bishop Avve	Rommel Ave	0.26	75
Priscilla D. Thomas Way	SR 21	Dead End	0.82	65
Prosperity Dr	SR 307	Dead End	1.11	70
Quinney Lane	SR 26	Kessler Avenue	0.15	75

Redmond Ave	Varnedoe Ave	Nelson Ave	0.26	75
Rommel Ave	SR 21	SR 25	0.82	100
Ronnie Ave	Azalea Avenue	Smith Avenue	0.15	80
Rowe Ave	Nelson Avenue	Pipkin Avenue	0.11	80
Russell Ave	SR 21	Nelson Ave	0.38	70
Salt Creek Rd	SR 25	Dead End	1.60	70
Sharon Park Dr	SR26	Old Louisville	0.48	80
Shaw Ave	Talmadge Avenue	DeLoach Avenue	0.40	80
Silk Hope Rd	Salt Creek Road	Dead End	0.20	75
Smith Ave	SR 21	SR 25	1.00	75
Sparkman Dr	SR 21	Dead End	0.49	70
Spivey Ave	Dead End	Dead End	0.32	80
St Joseph Ave	SR 21	Dead End	0.19	30
Sunshine Ave	SR 307	Dead End	0.20	65
Talmadge Ave. N	SR 26	Old Louisville	0.49	75
Talmadge Ave.S	SR 26	Dead End	0.21	75
Telfair Place Rd.	Telfair Road	Chatham Parkway	0.28	65
Telfair Place Rd.	Chatham Parkway	Dead End	0.44	65
Telfair Rd	Chatham Parkway	Dead End	0.95	35
Tower Dr	Pineland Drive	SR 25	0.20	75
Town Center Dr	SR 307	Sunshine Avenue	0.40	70
Tremont Rd	Telfair Road	I-16 Overpass	0.30	60
Tyson Ave	Bishop Avve	Dead End	0.06	70
Varnedoe Ave	Rommel Avenue	SR 21	0.82	70
Wallberry St	Azalea Avenue	Smith Avenue	0.19	75
Water Oak Way	Live Oak Ln	Dead End	0.29	95
West Chatham Blvd	SR 26	West Chatham Ct	0.15	70
West Chatham Ct	Chatham Parkway	Dead End	0.23	75
Wildwood Dr	Bowman Ave	Dead End	0.08	75
Winoca Dr	Duke St	Dead End	0.13	75
Woodlawn Ave	Talmadge Avenu	Dead End	0.28	90

From 2022

42.95

Gravel Road

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, ACCEPTING THE QUOTE FROM DUSTCOM LIMITED FOR THE EMERGENCY REPAIR OF A FIRE HYDRANT ON HIGHWAY 21 IN AN AMOUNT NOT TO EXCEED \$50,000.00; AUTHORIZING THE PERFORMANCE OF WORK PURSUANT TO THE EXISTING EMERGENCY SERVICES CONTRACT; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, a non-functioning fire hydrant located on Highway 21 represents a critical water distribution and fire suppression infrastructure asset for Garden City, Georgia ("City"); and,

WHEREAS, the non-functioning status of this fire hydrant presents a significant public safety risk and service gap, as it provides essential fire protection services to a nearby local school and multiple area businesses; and,

WHEREAS, Dustcom Limited has submitted a repair quote in the amount of **\$49,695.00** to perform the necessary emergency repairs and restore full operational functionality to the fire hydrant; and,

WHEREAS, due to the immediate safety risk posed by this infrastructure deficiency, the work will be executed pursuant to the existing Emergency Services Contract previously approved by the City Council on **March 16, 2026**; and,

WHEREAS, sufficient funding for the repair is available within the current fiscal year's Water/Sewer Fund under infrastructure maintenance, requiring no budget amendment; and,

WHEREAS, the City Manager has formally recommended that the Mayor and Council accept the quote and authorize an expenditure not to exceed **\$50,000.00** to ensure the complete and, expeditious restoration of this critical fire protection asset.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, Georgia, in regular session assembled, and it is hereby resolved by authority of the same, as follows:

1. **Acceptance of Quote & Award:** The Mayor and Council hereby accept the quote from **Dustcom Limited** and authorize the emergency repair of the Highway 21 fire hydrant for an amount not to exceed **\$50,000.00** (with the quoted project cost set at **\$49,695.00**).
2. **Authorization Under Emergency Contract:** The performance of the repairs is hereby authorized pursuant to the terms, conditions, and rate structures established under the City's Emergency Services Contract with Dustcom Limited approved on **March 16, 2026**.

3. **Funding Allocation:** The cost of the repairs shall be funded entirely through the current fiscal year's Water/Sewer Fund (Infrastructure Maintenance line item), with no budget amendment required.
4. **Execution of Documents:** The City Manager, Rhonda Ferrell-Bowles, or her designee, alongside appropriate City staff and legal counsel, is hereby authorized and directed to issue the Notice to Proceed, execute purchase orders, and deliver all related documents necessary to complete the repair project.
5. **Conflict & Severability:** All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict. If any provision of this Resolution is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
6. **Effective Date:** This Resolution shall become effective immediately upon its adoption by the Mayor and Council.

ADOPTED this _____ day of September, 2026.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this _____ day of September, 2026.

BRUCE CAMPBELL
Mayor

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, SELECTING COCA-COLA BOTTLING COMPANY UNITED, INC. (SAVANNAH COCA-COLA BOTTLING COMPANY) FOR AN ON-PREMISES BEVERAGE MARKETING AND EXCLUSIVITY AGREEMENT FOR THE GARDEN CITY RECREATION COMPLEX; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the City of Garden City, Georgia, seeks to secure an advantageous on-premises beverage marketing and exclusivity agreement for the Garden City Recreation Complex to maximize financial revenue, secure athletic support equipment, and provide quality concessions and vending services for the community; and,

WHEREAS, the City evaluated proposals submitted by Coca-Cola Bottling Company United, Inc. (Savannah Coca-Cola) and PepsiCo; and,

WHEREAS, a critical comparative financial and operational analysis reveals that the proposal submitted by Coca-Cola Bottling Company United, Inc. provides superior financial value, guaranteed cash flow, safer volume baselines, and exclusive brand sponsorship; and,

WHEREAS, the key advantages of selecting Coca-Cola Bottling Company United, Inc. include, but are not limited to, the following:

1. **Superior Overall Value and Revenue Generation:** The Coca-Cola contract package delivers \$9,535.00 in Year 1 and \$28,605.00 over a 3-year term (projected at \$47,675.00 over 5 years), compared to PepsiCo's total projected 5-year payout of \$32,000.00, resulting in an additional \$15,675.00 in funding for the City.
2. **Guaranteed Annual Cash Flow:** Coca-Cola guarantees a consistent, higher annual payout starting at \$9,535.00 in Year 1 and maintaining an estimated \$9,350.00 annually thereafter, whereas PepsiCo's annual funding drops significantly to \$6,000.00 per year after Year 1.
3. **Achievable Volume Baselines with Lower Risk:** Coca-Cola's financial projections are built upon an attainable baseline of 900 cases per year (with a \$3.00/case rebate amounting to \$2,700.00 annually). In contrast, PepsiCo requires a high volume threshold of 1,500 cases per year to realize its full rebate, placing financial penalties and lower funding risks on the City if sales fluctuate.
4. **Exclusive Athletic Sideline Support:** The Coca-Cola agreement includes up to \$500.00 annually (\$2,500.00 over 3 years) in POWERADE branded sideline equipment (coolers, towels, squirt bottles, etc.) for the Athletic Department, designating POWERADE as the exclusive isotonic sports drink brand for the complex - a benefit unique to The Coca-Cola Company.
5. **Comprehensive Funding Elements:** The agreement includes an annual \$2,000.00 Marketing Fund, \$750.00 in complimentary product (50 cases of 12oz cans and 16.9oz

Dasani for facility events), a 15% vending commission rate (generating approximately \$3,085.00 annually), and a \$500.00 infrastructure allocation for recycling containers.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AS FOLLOWS:

Section 1. Selection and Award

The Mayor and Council hereby formally select and approve the proposal from **Coca-Cola Bottling Company United, Inc. (Savannah Coca-Cola Bottling Company)** for the On-Premises Beverage Marketing Agreement for the Garden City Recreation Complex over the competing proposal from PepsiCo.

Section 2. Terms of Agreement

The agreement shall be for an initial term of three (3) years and shall incorporate the following core funding elements and operational expectations:

(a) Funding Payout Structure:

- **Marketing Fund:** \$2,000.00 annual flat-rate marketing support.
- **Case Rebate:** \$3.00 per case rebate (excluding 12oz cans and 16.9oz bottles; 20oz products required in concessions) based on an estimated 900 cases annually (\$2,700.00/year).
- **Complimentary Product:** \$750.00 annually (50 cases of 12oz cans and 16.9oz Dasani water) for facility events upon request (not for resale).
- **POWERADE Premiums & Equipment:** Up to \$500.00 annually in POWERADE branded sideline equipment (coolers, towels, squirt bottles) for the Athletic Department.
- **Full Service Vending Commission:** 15% commission rate on all product collected out of vending machines, paid monthly when accrued amounts exceed \$50.00 (estimated at \$3,085.00 annually).
- **Recycling Infrastructure:** A one-time placement value of \$500.00 in recycling containers.

(b) Exclusivity & Venue Expectations:

- Coca-Cola shall maintain exclusive beverage rights and trademark exposure across all product categories (carbonated soft drinks, juices, sports drinks, enhanced beverages, teas, and water) for all complex activities, events, concessions, vending, and athletic programs.
- The City shall purchase all beverage products directly through Savannah Coca-Cola and provide exclusive signage, banners, and advertising exposure at all complex venues and athletic programs.

- POWERADE shall serve as the exclusive isotonic brand for beverages and equipment at all complex events.
- The City shall grant Coca-Cola the right of first refusal for contract renewal and participate in a yearly Coca-Cola fundraising initiative.

Section 3. Authorization

The City Manager and City Attorney are hereby authorized and directed to finalize and execute the formal agreement with Coca-Cola Bottling Company United, Inc. and take all necessary actions to implement the terms of this Resolution.

Section 4. Effective Date

This Resolution shall take effect immediately upon its adoption by the Mayor and Council of Garden City, Georgia.

ADOPTED this _____ day of September, 2026.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, ACCEPTING THE TERMS OF THE 2025 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD; DESIGNATING THE CITY OF SAVANNAH AS THE FISCAL AND COMPLIANCE AGENT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAVANNAH AND GARDEN CITY; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the Bureau of Justice Assistance under the U.S. Department of Justice, provides federal funding to units of local government for programs, equipment, and initiatives designed to prevent and control crime; and,

WHEREAS, the City of Savannah and Garden City, Georgia, have been certified as disparate by the U.S. Department of Justice and are consequently required to submit a joint application for the aggregate of funds allocated to both jurisdictions; and,

WHEREAS, the 2025 JAG Award allocates a total combined sum of \$104,432.00, distributed as follows:

- **City of Savannah:** \$94,073.00
- **Garden City:** \$10,359.00; and,

WHEREAS, the City of Savannah and Garden City have agreed to maintain this specific allocation distribution and to submit a joint application allowing for separate and distinct projects within each respective jurisdiction; and,

WHEREAS, the City of Savannah and Garden City have mutually agreed that the City of Savannah shall serve as the applicant and fiscal/compliance agent for the joint JAG application and award; and,

WHEREAS, an Intergovernmental Agreement has been drafted defining the individual and mutual responsibilities of each City under the grant award, requiring formal approval and authorization by the Mayor and Council of Garden City; and,

WHEREAS, the Mayor and Council of Garden City find that accepting the terms of this grant award and entering into the agreement with the City of Savannah serves the best interests of the health, safety, and welfare of the citizens of Garden City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, AS FOLLOWS:

1. **Acceptance of Grant Award:** The Mayor and Council of Garden City hereby formally accept the terms and conditions of the 2025 Byrne Memorial Justice Assistance Grant

(JAG) Program award in the total amount of \$104,432.00, with Garden City's subrecipient allocation totaling \$10,359.00.

2. **Designation of Fiscal Agent:** The Mayor and Council hereby confirm the designation of the City of Savannah to act as the applicant, fiscal agent, and compliance monitor for the joint 2025 JAG award.
3. **Authorization to Execute Agreement:** The City Manager of Garden City is hereby authorized and directed to execute, on behalf of Garden City, that certain *Agreement Between the Mayor and Aldermen of the City of Savannah and the City of Garden City for the 2025 Byrne Justice Assistance Grant Program Award* (a copy of which is attached hereto as Exhibit A), alongside all other necessary documents related to the administration of said grant.
4. **Severability:** Should any sentence, clause, phrase, or section of this Resolution be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.
5. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

ADOPTED by the Mayor and Council of Garden City, Georgia, this ____ day of September, 2026.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

EXHIBIT A

AGREEMENT BETWEEN THE MAYOR AND ALDERMEN OF THE CITY OF
SAVANNAH AND THE CITY OF GARDEN CITY FOR THE 2025 BYRNE JUSTICE
ASSISTANCE GRANT PROGRAM AWARD

THIS AGREEMENT is made and entered into on this the _____ day of _____, in the year 2026 by and between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH herein after referred to as the CITY and the CITY OF GARDEN CITY herein after referred to as SUBRECIPIENT.

WHEREAS, the Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the Bureau of Justice Assistance under the U.S. Department of Justice, provides funds to units of local government for the control and prevention of crime; and

WHEREAS, the CITY and SUBRECIPIENT have been certified as disparate by the U.S. Department of Justice and are therefore required to submit a joint application for the aggregate of funds allocated to them; and

WHEREAS, the 2025 JAG Award allocates funds to the CITY and SUBRECIPIENT as follows:

City of Savannah	\$94,073
Garden City	\$10,359

for an aggregate total of \$104,432; and

WHEREAS, the CITY and SUBRECIPIENT have agreed to maintain the above said allocation distribution; and

WHEREAS, in accordance with the 2025 JAG Program guidelines the CITY and SUBRECIPIENT have further agreed to submit a joint application that allows for separate and distinct projects within each jurisdiction: and

WHEREAS, the CITY and SUBRECIPIENT have mutually agreed that the CITY shall serve as the applicant and fiscal agent for the joint JAG application and award; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SPECIFIC PROVISIONS:

1. RESPONSIBILITIES OF CITY: CITY shall have the following responsibilities:
 - a. CITY shall serve as applicant/fiscal agent for the joint JAG application and award.

- b. CITY shall draw down the total JAG award in the amount of \$104,432 and shall hold these funds in its investment fund. Upon proper request by SUBRECIPIENT, CITY shall provide to SUBRECIPIENT its portion of the award as detailed previously.
 - c. CITY, as the fiscal agent, shall submit all required reports to the JAG program office.
 - d. CITY shall provide monitoring of SUBRECIPIENT compliance with all aspects of the grant including, but not limited to, financial and programmatic.
- 2. RESPONSIBILITIES OF SUBRECIPIENT: SUBRECIPIENT shall have the following responsibilities:
 - a. SUBRECIPIENT shall adhere to and comply with all aspects of the JAG grant including pre-award and post-award requirements. These requirements include, but are not limited to public notification, procurement procedures, documentation, asset tracking and internal controls.
 - b. SUBRECIPIENT shall provide to CITY adequate documentation to substantiate costs for the JAG funded portions of this Program when seeking disbursement of allocated funds. Adequate documentation, at a minimum, shall include copies of cancelled checks, and appropriate invoices, and information showing compliance with procurement requirements.
 - c. SUBRECIPIENT shall provide to CITY all documentation requested by CITY for timely submission of required reports to the JAG program office.
 - d. SUBRECIPIENT shall provide cooperation in all aspects and facets of subrecipient monitoring to be performed by CITY. All requests by CITY will be performed by SUBRECIPIENT in a timely manner and in the prescribed fashion.
- 3. MUTUAL RESPONSIBILITIES: CITY and SUBRECIPIENT shall both have the following responsibilities:
 - a. Each party shall be wholly responsible for using their respective portion of the JAG award, as defined above, in accordance with the joint application.
 - b. Each party shall be wholly responsible for managing and documenting use of their respective portion of the JAG award, as defined previously, in accordance with the provisions set forth in the JAG Program Solicitation document.
 - c. Each party shall be responsible for funding reimbursements that may be required by the U.S. Department of Justice for ineligible costs or otherwise.
- 4. MODIFICATION: This Agreement shall not be modified except in writing executed by all parties who sign the Agreement. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year indicated below:

[Signatures on Following Page]

[Signature Page]

CITY OF SAVANNAH

By: _____
City Manager

SEAL

Attest: _____
Clerk of Council

GARDEN CITY

By: _____
City Manager

SEAL

Attest: _____
Clerk of Council

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GARDEN CITY, GEORGIA, TO APPROVE AN AGREEMENT FOR FIRE SERVICE AUTOMATIC AID BETWEEN THE CITY OF POOLER, GEORGIA, THE CITY OF PORT WENTWORTH, GEORGIA, THE CITY OF BLOOMINGDALE, GEORGIA, AND THE CITY OF GARDEN CITY, GEORGIA; TO AUTHORIZE THE CITY MANAGER AND THE CITY FIRE CHIEF TO EXECUTE SAID AGREEMENT; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, the municipalities of the City of Pooler, the City of Port Wentworth, the City of Bloomingdale, and the City of Garden City, Georgia, maintain professional fire departments equipped for fire prevention, fire suppression, emergency medical services, hazardous materials response, technical rescue, and support services; and,

WHEREAS, the participating municipal fire departments have determined that entering into an automatic aid agreement is mutually beneficial to enhance public safety, life safety, and property protection for the citizens of each respective jurisdiction through coordinated, pre-planned emergency responses and joint training exercises; and,

WHEREAS, this Agreement is authorized pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph III, and the Official Code of Georgia Annotated (O.C.G.A.) § 36-69-1 *et seq.*, known as "The Georgia Mutual Aid Act"; and,

WHEREAS, the Mayor and Council of the City of Garden City, Georgia, deem it to be in the best interest of the health, safety, and welfare of the citizens of Garden City to approve and enter into the *Agreement for Fire Service Automatic Aid* with the Cities of Pooler, Port Wentworth, and Bloomingdale (a copy of which is attached hereto as Exhibit A).

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

Section 1. Approval of Agreement

The Mayor and Council hereby formally approve the *Agreement for Fire Service Automatic Aid* by and between the City of Pooler, Georgia, the City of Port Wentworth, Georgia, the City of Bloomingdale, Georgia, and the City of Garden City, Georgia, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

Section 2. Authorization to Execute

The City Manager (Rhonda Ferrell Bowles) and the City Fire Chief (Michael Dick) are hereby authorized and directed to execute, sign, and deliver said Agreement, along with any other

related documents necessary to effectuate the purposes of this Resolution, on behalf of the City of Garden City, Georgia.

Section 3. Severability

If any section, clause, sentence, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution, which shall remain in full force and effect.

Section 4. Effective Date

This Resolution shall take effect and be in full force immediately upon its adoption by the Mayor and Council of the City of Garden City, Georgia.

Adopted this the ____ day of September, 2026, in open session.

TONYA ROPER,
Clerk of Council

Received and Approved this ____ day of September 2026.

BRUCE CAMPBELL, Mayor

EXHIBIT A

STATE OF GEORGIA

COUNTY OF CHATHAM

AGREEMENT FOR FIRE SERVICE AUTOMATIC AID

This Agreement (the "Agreement") is made and entered into this 1st _____ day of November 2024 by and between the CITY of POOLER, GEORGIA, PORT WENTWORTH, GEORGIA, BLOOMINGDALE GEORGIA and GARDEN CITY, GEORGIA, all municipal corporations of the State of Georgia (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Pooler Fire Department, Port Wentworth Fire department, Bloomingdale Fire department and the Garden City Fire department maintains staff for the purpose of fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services; and

WHEREAS, Pooler Fire Department, Port Wentworth Fire department, Bloomingdale Fire department, and the Garden City Fire department have determined that it is to the advantage and benefit of the citizens of Pooler, Port Wentworth and Garden City to render supplemental, fire suppression, emergency medical, hazardous material, technical rescue incident and/or support assistance to the other Fire Departments located in Chatham County, and likewise such Fire Departments will in turn assist listed Fire Department in the event of a fire, emergency medical, hazardous material, or technical rescue incident or other local emergency, and to take part in joint training exercises; and

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement for Automatic Aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section I 1, Paragraph 3, and the Official Code of Georgia Annotated O.C.G.A 36-69-1, et. seq., "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

ARTICLE 1 - AUTOMATIC AID AND FIRST RESPONSE

Paragraph 1.0 The Parties have defined specific response areas within their respective fire districts that are mutually beneficial for assisting each other through automatic aid, These areas will be referred to as the "response area." This Agreement can be modified to add or remove response areas, provided that any changes receive written approval from all Parties.

Paragraph 1.1 In the event of any fire, emergency medical, hazardous material, or technical rescue incident, or other local emergency occurring in the response area, the Parties shall have first responder responsibilities, and automatically respond based on preset response plans and may furnish such fire,

emergency medical, hazardous material, technical rescue, and/or support services as may be reasonably required to cope with such emergency to the limitations hereinafter set forth in this Agreement.

Paragraph 1.2 The extent of Automatic Aid provided shall be determined through mutual agreement between the Fire Chief or designated representative of each Fire Department. These agreements will be documented in the Computer Aided Dispatch (CAD) response plan.

Paragraph 1.3 The dispatcher of the primary department will simultaneously dispatch the fire department resources of the assisting department as outlined in the Computer-Aided Dispatch (CAD) system's predetermined response plan, without the need for additional request or approval. This process ensures that resources from all departments are automatically deployed to incidents as pre-arranged, facilitating faster and more coordinated responses.

Paragraph 1.4 Each Party within the designated response district shall ensure that appropriate apparatus and personnel are in place to enable automatic dispatch of resources from the other Party in accordance with this agreement. All Parties agree to respond automatically when an incident occurs, without requiring direct communication or additional requests. This agreement also allows either Party to provide Automatic Aid when requested by a third-party entity, as long as the request aligns with the pre-established response protocols outlined in this agreement.

Paragraph 1.5 Personnel who respond will work under their own supervisors and with their own equipment to the extent possible.

Paragraph 1.6 All general direction relative to the work will be given by the appropriate personnel of the Party receiving the aid.

Paragraph 1.7 It is further agreed that, to the extent necessary as determined and agreed upon by the Fire Chiefs for each Party, the Parties will participate in joint annual training exercises as required by Insurance Service Office (ISO) to promote a basic standardization of operations.

Paragraph 1.8 Each Party shall retain primary responsibility for determining the most appropriate response resources to be utilized within its jurisdiction; however, standardization for common incident types is desirable and the acknowledged goal of this Agreement.

ARTICLE 11 - LIABILITY

Paragraph 2.0 There shall be no liability imposed on any Party or its personnel for failure to respond to an incident due to resource limitations or as a result of any act or omission in good faith to fulfill the terms of this Agreement.

Paragraph 2.1 For purposes of this Agreement, each Party's employees shall be deemed to be the employees and agents of that Party only, and under no circumstances shall any employee be deemed to be an employee or agent of any other entity or the other Party.

Paragraph 2.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the Party that owns such equipment or apparatus, provided however that compensation for damages to equipment or apparatus that occurs during a natural disaster, a state of emergency, as declared by a local, state, or federal governing authority, or any other incident for which state or federal aid is provided to the Party requesting aid, shall be distributed to the Party providing aid in proportion to the level of actual

involvement incurred while providing automatic aid. In the event of a specific incident where the Party having jurisdiction within its geographical boundaries may be able to recover the costs of mitigating an accident from a third party who is legally responsible for causing the incident, the costs incurred by the Party providing aid may be reimbursed to that agency to the extent that costs exceeding the costs incurred by the Party having jurisdiction are recovered from said responsible third party; in such case, the Party providing aid being reimbursed its costs from such excess funds.

Paragraph 2.3 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE 111 - COMPENSATION

Paragraph 3.0 Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to all Parties.

Paragraph 3.2 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

Paragraph 3.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

ARTICLE IV - RELEASE OF CLAIMS

Paragraph 4.0 Except as provided for in Paragraph 2.2 above, and to the extent allowed by law, each Party to this Agreement hereby knowingly waives, covenants not to sue, and agrees to hold harmless, the other Party for and from any and all claims which it may have or may acquire that in any way that relate to or may arise out of the provision of automatic aid activities outside its jurisdiction while rendering assistance pursuant to this Agreement.

ARTICLE V - INJURIES TO PERSONNEL

Paragraph 5.0 Any damage or other compensation which is required to be paid to any fire department employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VI - NO BENEFIT TO THIRD PARTIES

Paragraph 6.0 This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VII - TERM OF AGREEMENT

Paragraph 7.0 This Agreement shall commence upon its approval by the respective governing bodies of the Parties and shall continue until December 31 of that calendar year. This Agreement shall be renewed annually by the Parties on January 1st, and each year thereafter unless and until such time as written notice of termination or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

Paragraph 7.1 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE VIII - STANDBY OF EQUIPMENT

Paragraph 8.0 Each Party agrees and acknowledges that it will be the responsibility of each Party to provide the backup coverage necessary for its own fire department.

ARTICLE IX - ADMINISTRATION

Paragraph 9.0 It is agreed by each of the Parties that for the purpose of liaison and administration, the Fire Chief of both Parties shall be jointly responsible for administration of this Agreement.

ARTICLE X - CONSTRUCTION

Paragraph 10.0 Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other automatic aid agreement as specifically provided by the laws of the State of Georgia.

ARTICLE XI - ENTIRE AGREEMENT

Paragraph 11.0 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 11.1 This Agreement shall be the sole instrument for the provision of automatic aid for emergency services between the Parties.

Paragraph 11.2 This Agreement is intended to work in concert with any and all other existing agreements between the Parties which address similar issues relating to the provision of cooperative

mutual aid emergency services. Should the terms of this Agreement conflict with the provisions of any other existing agreement between the Parties, the terms of this Agreement shall take precedence.

ARTICLE XII - SEVERABILITY OF TERMS

Paragraph 12.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIII - GOVERNING LAW

Paragraph 13.0 This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

IN WITNESS WHEREOF, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

POOLER, GEORGIA

By: _____

Attest: _____

GARDEN CITY, GEORGIA

By: _____

Rhonda Ferrell Bowles, City Manager

Attest: _____

PORT WENTWORTH, GEORGIA

By: _____

Attest: _____

BLOOMINGDALE, GEORGIA

By: _____

Attest: _____

FIRE CHIEFS

Pooler Fire Chief Wade Simmons

Port Wentworth Fire Chief Lance Moore

Bloomington Fire Chief Ferman Tyler

Garden City Fire Chief Michael Dick

RESOLUTION

WHEREAS, the Mayor and Council of Garden City, Georgia, wish to purchase that certain tract or parcel of land located in Garden City, Georgia, measuring 2.27 acres, more or less, known as the Eastern Half of Lot 19, Happy Discovery Tract, Section B, being assigned a Chatham County, Georgia, Property Identification Number of 60086-03007, together with all rights, privileges, easements, benefits, and agreements appurtenant thereto, owned by Marsha Mack, Keith Mack, Kerry Mack, and Kenneth Mack, with the intent to use the property to construct thereon a bypass road running from Priscilla D. Thomas Way to Hawkinsville Road to eliminate the safety hazards and delays currently associated with the Priscilla D. Thomas Way railroad crossing; and,

WHEREAS, the City has been able to reach an agreement with Marsha Mack, Keith Mack, Kerry Mack, and Kenneth Mack on all the terms and conditions of the sale/purchase, said agreement being embodied in the sales contract which is attached hereto as Exhibit 1; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of Garden City, Georgia, that the City proceed with acquiring that certain tract or parcel of land located in Garden City, Georgia, measuring 2.27 acres, more or less, known as the Eastern Half of Lot 19, Happy Discovery Tract, Section B, being assigned a Chatham County, Georgia, Property Identification Number of 60086-03007, by authorizing the City Manager to execute the sales contract attached hereto as Exhibit 1 on behalf of the City; to execute and deliver any and all documents or agreements reasonably required to consummate the transaction; and to do and perform any and all further acts and things which the City Manager shall deem necessary or appropriate in his discretion to effectuate the transaction contemplated therein.

ADOPTED by the Mayor and Council of Garden City, Georgia, this ____ day of September, 2026.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor

EXHIBIT A

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

AGREEMENT FOR PURCHASE AND SALE
OF PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF PROPERTY ("Agreement") is made and entered into this ____ day of September, 2026, by and between **MARSHA MACK, KEITH MACK, KERRY MACK, and KENNETH MACK** (the "**Sellers**"), and **GARDEN CITY, GEORGIA**, a Georgia municipal corporation with its City Hall located at 100 Central Avenue in Garden City, Georgia 31405 (the "**Purchaser**"), for the purchase and sale of that certain tract or parcel of land located in Garden City, Georgia, measuring 2.27 acres, more or less, known as the Eastern Half of Lot 19, Happy Discovery Tract, Section B, being assigned a Chatham County, Georgia, Property Identification Number of 60086-03007, together with all improvements, fixtures, and landscaping thereon and all rights, privileges, easements, benefits, and agreements appurtenant thereto, as more particularly described on Exhibit A attached hereto and more particularly shown on the map attached hereto as Exhibit B, both Exhibits being incorporated herein by reference thereto and made a part hereof (the "**Property**").

W I T N E S S E T H :

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

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

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

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

2. Purchase Price and Terms of Payment. The purchase price to be paid by Purchaser to Sellers for the Property (hereinafter referred to as the "Purchase Price") shall be One Hundred Thirty Thousand and 00/100's (\$130,000.00) Dollars.

The Purchase Price shall be paid as follows:

(a) The sum of One Thousand and No/100 (\$1,000.00) Dollars shall be due and payable from Purchaser as earnest money (the "Earnest Money") within three (3) business days of the Effective Date (defined in Subparagraph 23(l)) of this Agreement. The Earnest Money shall be deposited with the Escrow Agent hereinafter named in an IOLTA trust account for which no interest shall accrue to either party (the "Escrow Account").

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

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

3. Closing.

(a) The consummation of the purchase and sale contemplated by this Agreement by the deliveries required under Subparagraph 3(b) below (the "Closing") shall occur on or before the later of December 31, 2026, or fifteen (15) days after the day when the special acquisition contingency is satisfied or waived under Paragraph 23 (the "Closing Date"), subject to the satisfaction or waiver of all other conditions to Closing set forth herein. The exact date, time and place of the Closing shall be determined by Purchaser by notice to Sellers not less than five (5) days prior to the date of Closing. The Closing Date may be extended by mutual agreement of the parties or pursuant to the provisions of this Agreement.

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

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

(ii) A Limited Warranty Deed with its effective date left blank, conveying to Purchaser fee simple title to the Property as described on the attached Exhibit A or as derived from the below-defined Survey (if a Survey is performed), free and clear of all liens, encumbrances, easements, and restrictions, except for the Permitted Exceptions defined in the below Paragraph 8;

(iii) A title affidavit executed by Sellers containing the minimum representations reasonably required in order to issue an owner's title insurance policy insuring Purchaser's fee simple title to the Property free of exceptions for (A) the rights of parties in possession and parties claiming rights in the Property,

except parties claiming under the Permitted Exceptions, (B) mechanics' and materialmen's liens arising through Sellers, (C) unrecorded easements arising through Sellers, and (D) brokerage liens arising through Sellers;

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

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

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

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

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

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

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

(a) Sellers shall pay (a) fees and expenses associated with any title clearance matters, (b) the transfer tax due with respect to the Limited Warranty Deed by which the Property is conveyed to Purchaser; and (c) any other costs and expenses actually incurred by Sellers, including, without limitation, Sellers' attorney fees and expenses.

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

5. Prorations.

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

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

(b) Non-Tax Matters. All rents, charges for utilities, including water and sewer, and for any utility services, maintenance services, maintenance and service contracts which are assigned to Purchaser at the Closing, and all other operating costs and expenses and all other income, costs, and charges of every kind which in any manner relate to the operation of the Property shall be prorated as of midnight on the Closing Date.

6. Representations, Covenants, and Warranties of Sellers.

(a) Sellers hereby represent, covenant and/or warrant as follows:

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

(ii) Sellers have the right, power, and authority to close the transaction herein described;

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

(iv) Sellers have not generated, disposed of, released, or found any hazardous substances or wastes on the Property and have received no written notice of the existence of any areas on the Property where hazardous substances or wastes have been generated, disposed of, released, or found. For purposes of this Agreement, the term "hazardous substances or wastes" shall mean petroleum including crude oil or any fraction thereof, and any substance identified in CERCLA, RCRA or any other federal, state, or other governmental legislation or ordinance identified by its terms as pertaining to the disposal of hazardous substances or wastes;

(v) Sellers covenant and agree with Purchaser that so long as this Agreement

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

(vi) Sellers have received no notice of, nor are they aware of, any pending, threatened, or contemplated action by any governmental authority other than Garden City or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof (Sellers agreeing to promptly notify Purchaser if they receive such notice or learn of such contemplated or threatened action prior to any Closing hereunder);

(vii) Neither Seller has entered into no agreement or lease, oral or written, not referred to herein, that will be binding upon Purchaser of the Property and neither the execution nor the consummation of this Agreement by Sellers will result in a violation or breach of any contract or agreement to which either Seller is a party;

(viii) There are no judgments, claims, liens, actions, or proceedings pending or, to the Sellers' knowledge, threatened against or affecting either Seller or the Property, either at law or in equity in any court or before or by any governmental authority which would prevent consummation of the transactions contemplated herein and in accordance with the terms contained herein;

(ix) None of the Sellers is a "foreign person" as that term is defined in the Internal Revenue Code of 1954, as amended, and the Regulations promulgated pursuant thereto, and Purchaser has no obligation under Internal Revenue Code Section 1445 to withhold any pay over to the Internal Revenue Service any part of the "amount realized" by Sellers in the transaction contemplated hereby (as such terms is defined in the Regulations issued under Internal Revenue Code Section 1445); and,

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

(b) Except as specifically set forth in this Agreement, Sellers do not, by the execution and delivery of this Agreement, and, Sellers shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed. Without limiting the generality of the foregoing, except as expressly set forth in the Agreement, Sellers make, and shall make, no

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

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

(d) The provisions of this Paragraph 6 shall survive the Closing for a period of two (2) years.

7. Title Examinations and Objections.

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

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

shall satisfy or correct said Non-Monetary Title Objections, on or before the Closing Date.

(c) In the event that either Sellers fail to respond to Purchaser's Title Objections or Sellers notify Purchaser that they have elected not to cure or satisfy any such Non-Monetary Title Objection, then within ten (10) days after expiration of the five (5) day response period, Purchaser shall by written notice to Sellers elect one of the following:

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

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

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

8. Conveyance-Permitted Title Exceptions. Sellers shall convey title to the Property to the Purchaser by Limited Warranty Deed, together with the easements, rights and benefits pertaining to the Property, subject to the following Permitted Title Exceptions ("Permitted Title Exceptions"):

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

(b) Applicable subdivision and zoning ordinances and all other restrictions and

regulations imposed by governmental authorities;

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

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

9. Escrow Agent.

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

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

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

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

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

(f) Purchaser and Sellers hereby agree and acknowledge that the Escrow Agent assumes no liability in connection herewith except for gross negligence or willful misconduct; that the Escrow Agent shall never be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement; and that in the event of any dispute under this Agreement, the Escrow Agent may seek advice from its own counsel and shall be

fully protected in any action taken by it in good faith in accordance with the opinion of its counsel.

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

10. Access to and Examination of the Property.

(a) Between the Effective Date of this Agreement and the Closing Date, Purchaser and Purchaser's agents, employees, contractors, representatives, and other designees (herein collectively called "Purchaser's Designees") shall have the right to enter the Property for the purposes of inspecting the Property, conducting soil tests, conducting surveys, and conducting any other investigations, examinations, tests, and inspections as Purchaser may reasonably require to assess the condition of the Property; provided, however, that (i) any activities by or on behalf of Purchaser, including, without limitation, the entry by Purchaser or Purchaser's Designees onto the Property or the other activities of Purchaser or Purchaser's Designees with respect to the Property (Purchaser's Activities") shall not damage the Property in any manner whatsoever (except as reasonably necessary to complete Purchaser's Inspection as contemplated pursuant to this Paragraph, (ii) in the event the Property is altered or disturbed in any manner in connection with any Purchaser's Activities, Purchaser promptly return and restore the Property to substantially the condition existing prior to the Purchaser's Activities, and (iii) Purchaser shall indemnify, defend, and hold Sellers harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys fees and expenses and court costs) suffered, incurred or sustained by Sellers as a result of, by reason of, or in connection with any Purchaser's Activities.

(b) Purchaser shall have until November 1, 2026 (herein called the "Inspection Period"), to perform such investigations, examinations, tests, and inspections as Purchaser shall deem necessary or desirable to determine whether the Property is suitable and satisfactory to Purchaser. In the event that Purchaser shall determine that the Property is not suitable and satisfactory to it, Purchaser shall have the right to terminate this Agreement by giving written notice to Sellers on or before the expiration of the Inspection Period; in such event, Ten and 00/100's (10.00) Dollars of the Earnest Money shall be paid to Sellers as consideration for Sellers' execution of and entry into this Agreement and the remainder of the Earnest Money shall be refunded to Purchaser promptly upon request, and, except as expressly provided in the Agreement, all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. The failure of the Purchaser to provide Sellers such notice of termination shall be deemed a waiver of Purchaser's rights hereunder, and all Earnest Money will thereafter become non-refundable except (i) in the event of a default committed

hereunder by the Sellers, or (ii) unless otherwise expressly provided for herein to the contrary.

(c) Within fifteen (15) days of the Effective Date of this Agreement, Sellers shall provide Purchaser with all documents in their possession concerning the Property's environmental and geo-technical condition, all reports evidencing inspections of the Property within the last three (3) years (herein called the "Due Diligence Materials"). Until Closing, Purchaser and Purchaser's Designees shall maintain all Due Diligence Materials as confidential information. If the purchase and sale of the Property is not consummated in accordance with this Agreement, regardless of the reason or the party at fault, Purchaser shall immediately re-deliver to Sellers all copies of the Due Diligence Materials, whether such copies were actually delivered by Sellers or are duplicate copies made by Purchaser or Purchaser's Designees.

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

12. Default.

(a) Sellers' Default. In the event Sellers default in the performance of any of their obligations hereunder or breach any of their covenants hereunder, or in the event that any representation, warranty, or statement made by Sellers hereunder is or becomes false or misleading in any material, adverse respect as of the Effective Date of this Agreement or the Closing Date, the Earnest Money shall be returned to Purchaser, without prejudice to any other rights or remedies of Purchaser hereunder. Purchaser shall have the right to seek specific performance of this Agreement against Sellers in the event that Sellers fail or refuse to perform any covenant or agreement of Sellers hereunder and the right to sue for and receive monetary damages.

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

13. Casualty.

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

(b) In the event of any damage to or destruction of the Property or any portion thereof which may impede, delay or interfere with Purchaser's planned development or intended use of the Property, the Purchaser shall, by written notice to Sellers delivered within ten (10) business days of receiving written notice from Sellers of such event, elect to: (a) terminate this Agreement and all of its obligations under this Agreement, whereupon the Earnest Money shall be returned to Purchaser and this Agreement shall become null and void and no party shall have any right, duty or obligation under this Agreement; or (b) consummate the purchase of the Property. If Purchaser does not elect to terminate this Agreement pursuant to clause (a) of this Paragraph 13(b), then Sellers shall on the Closing Date transfer and assign to Purchaser, in form reasonably satisfactory to Purchaser, all rights and claims of Sellers with respect to payment for damages and compensation on account of such damage or destruction.

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

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

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

PURCHASER:	Garden City, Georgia Rhonda Ferrell-Bowles, City Manager 100 Central Avenue Garden City, Georgia 31405
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With a copy to: James P. Gerard, Esquire
Oliver Maner LLP
218 West State Street
Savannah, Georgia 31401

SELLERS: Ms. Marsha Mack
137 West 142nd Street, Apt. 3
New York, N.Y.10030

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

18. Assignment. Without the prior written consent of the Sellers (which consent will not be unreasonably denied), Purchaser cannot assign this Purchase Agreement to a third party. Any assignment made by Purchaser without Sellers' consent thereto, if required, shall be void. If Purchaser requests and Sellers consent to an assignment, Purchaser will deliver a fully executed instrument of assignment to Sellers, in form and substance satisfactory to Sellers, at least five (5) business days prior to Closing. No assignment shall relieve Purchaser from its obligations hereunder, and all representations, covenants and indemnities made by Purchaser hereunder also shall be made by Purchaser's assignee and, where applicable, shall survive the Closing.

19. Real Estate Broker. Each party agrees to indemnify, defend, and save the other party harmless from and against any claim or demand made by any real estate broker, agent, or finder claiming to have dealt or consulted with it or any of its representatives, employees or agents contrary to the foregoing representation and warranty. Each representation, warranty and agreement contained in this paragraph shall survive the closing of the sale of the Property and the disbursement of the proceeds of such sale.

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

21. Like-Kind Exchange. In the event either Sellers or Purchaser intend for this transaction to qualify as a "like-kind" exchange under Section 1031 of the Internal Revenue Code, the other party agrees to cooperate with the exchanging party in arranging this transaction as to qualify as a "like-kind" exchange, including its assignment to a "qualified intermediary" pursuant to Section 1031, at no cost or expense to the cooperating party. Notwithstanding the provisions of Paragraph 18, this Agreement may be assigned by the exchanging party to a

“qualified intermediary” provided the cooperating party is given notice thereof at least ten (10) business days prior to the Closing Date.

22. Survival of Agreement Provisions. Unless otherwise expressly provided herein to the contrary, all representations and warranties made by Sellers shall survive the Closing by two (2) years.

23. Special Acquisition Contingency.

The obligations of Purchaser under this Agreement to proceed to Closing are expressly conditioned upon Purchaser acquiring fee simple title to the real property immediately adjacent to the Property, commonly known as 0 Priscilla D. Thomas Way, Garden City, Georgia (Lot 8, Section C, Happy Discovery Subdivision, Garden City, Chatham County, Georgia; Chatham County, Georgia, Tax Parcel No. 60821 03006) (the "Adjacent Property"). If Purchaser is unable to acquire fee simple title to the Adjacent Property on or before June 30, 2027, and does not waive this contingency in writing, either party may terminate this Agreement by delivering written notice of termination to the other party in which case this Agreement shall become null and void, neither party shall have any further obligations or liabilities hereunder (except for those provisions that expressly survive termination), and the Earnest Money Deposit shall be immediately refunded in full to Purchaser.

24. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLERS:

_____(L.S.)
Marsha Mack

Date: _____

Witness

_____(L.S.)
Keith Mack

Date: _____

Witness

Kerry Mack (L.S.)

Date: _____

Witness

Kenneth Mack (L.S.)

Date: _____

Witness

GARDEN CITY, GEORGIA

By: _____
Rhonda Ferrell-Bowles, City Manager

Date: _____

Witness

ESCROW AGENT:
OLIVER MANER LLP

By: _____
James P. Gerard, Partner

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

ALL that certain lot, tract or parcel of land situate, lying and being in the Eighth G.M. District of Chatham County, Georgia, located between Augusta and Louisville Roads, about five miles west of the City Hall of the City of Savannah, and being known and designated as the Eastern One-Half of Lot 19, Section B of the Happy Discovery Subdivision, said Eastern One-Half of Lot 9 containing 2.37 acres and having a frontage on the Hawkinsville Road of 99 feet, with a depth southwardly along its eastern boundary line of 1,032 feet, and a depth across the rear thereof of 99.18 feet, and being bounded as follows: on the North by the Hawkinsville Road; on the East by Lot 18, Section B, Happy Discovery Subdivision; on the South by Lot 8, Section C, Happy Discovery Subdivision; and on the West by the remaining One Half of Lot 19.

EXHIBIT B

PROPERTY MAP



Chatham County, GA



Overview



Legend

- Parcels
- Water

Parcel ID	60886 03007	Alternate ID	2989219	Owner Address	MACK MARSHA & KEITH ET AL*
Sec/Twp/Rng	0--	Class	R3 - Residential Lots		4016 3RD STREET
Property Address	HAWKINSVILLE RD	Acreage	2.27		GARDEN CITY, GA 31408
	GARDEN CITY				
District	(060) GARDEN CITY				
Brief Tax Description	EAST ONE HALF OF LOT 19 SEC B				
	(Note: Not to be used on legal documents)				

Date created: 9/9/2026
Last Data Uploaded: 9/9/2026 6:07:49 AM

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF GARDEN CITY, GEORGIA, AUTHORIZING THE DESIGNATION AND USE OF A ONE ACRE PORTION OF THE CITY-OWNED 47.87 ACRE TRACT LOCATED ON BIG HILL ROAD, GARDEN CITY, GEORGIA (CHATHAM COUNTY, GEORGIA TAX PARCEL NUMBER 60887 01004) AS A DEDICATED LAW ENFORCEMENT FIREARMS TRAINING FACILITY; RESTRICTING USE EXCLUSIVELY TO THE GARDEN CITY POLICE DEPARTMENT AND AUTHORIZED LAW ENFORCEMENT PARTNERS; PROVIDING FOR OPERATIONAL CONTROL; REPEALING CONFLICTING RESOLUTIONS; AND FOR OTHER LAWFUL PURPOSES.

WHEREAS, Garden City, Georgia (the "City") is a municipal corporation organized and existing under the laws of the State of Georgia; and,

WHEREAS, the City is the owner of certain real property measuring 47.87 acres located within its corporate limits on Big Hill Road, Garden City, Georgia, being a portion of Lot 49, Block A, of the Happy Discovery Tract (Chatham County, Georgia, Tax Parcel No. 60887 01004) (the "Property"); and,

WHEREAS, maintaining a highly trained, qualified, and proficient police force is essential to preserving public safety, peace, and welfare within Garden City; and,

WHEREAS, regular proficiency, firearms qualification, and tactical training are mandatory requirements and critical components of professional law enforcement operations; and,

WHEREAS, the Mayor and City Council have determined that establishing a dedicated, municipal law enforcement firearms range at the Property will serve a vital public purpose by providing a secure, accessible, and safe environment for required law enforcement training; and,

WHEREAS, to ensure public safety, sound control, and proper oversight, the use of said facility shall be strictly restricted and limited exclusively to official training, qualification, and tactical exercises conducted by the Garden City Police Department and its invited law enforcement partner agencies;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, sitting in regular session assembled, and it is hereby resolved by authority of the same, as follows:

1. **Authorization of Property Use:** The City Council hereby authorizes and designates one acre of the City-owned Property located on Big Hill Road in Garden City, Georgia (Chatham County, Georgia, Tax Parcel Number 60887 01004) for use as a law enforcement firearms training range and tactical facility, said one acre parcel being behind the public

works and wastewater facilities as shown in red on the aerial map attached hereto as Exhibit A.

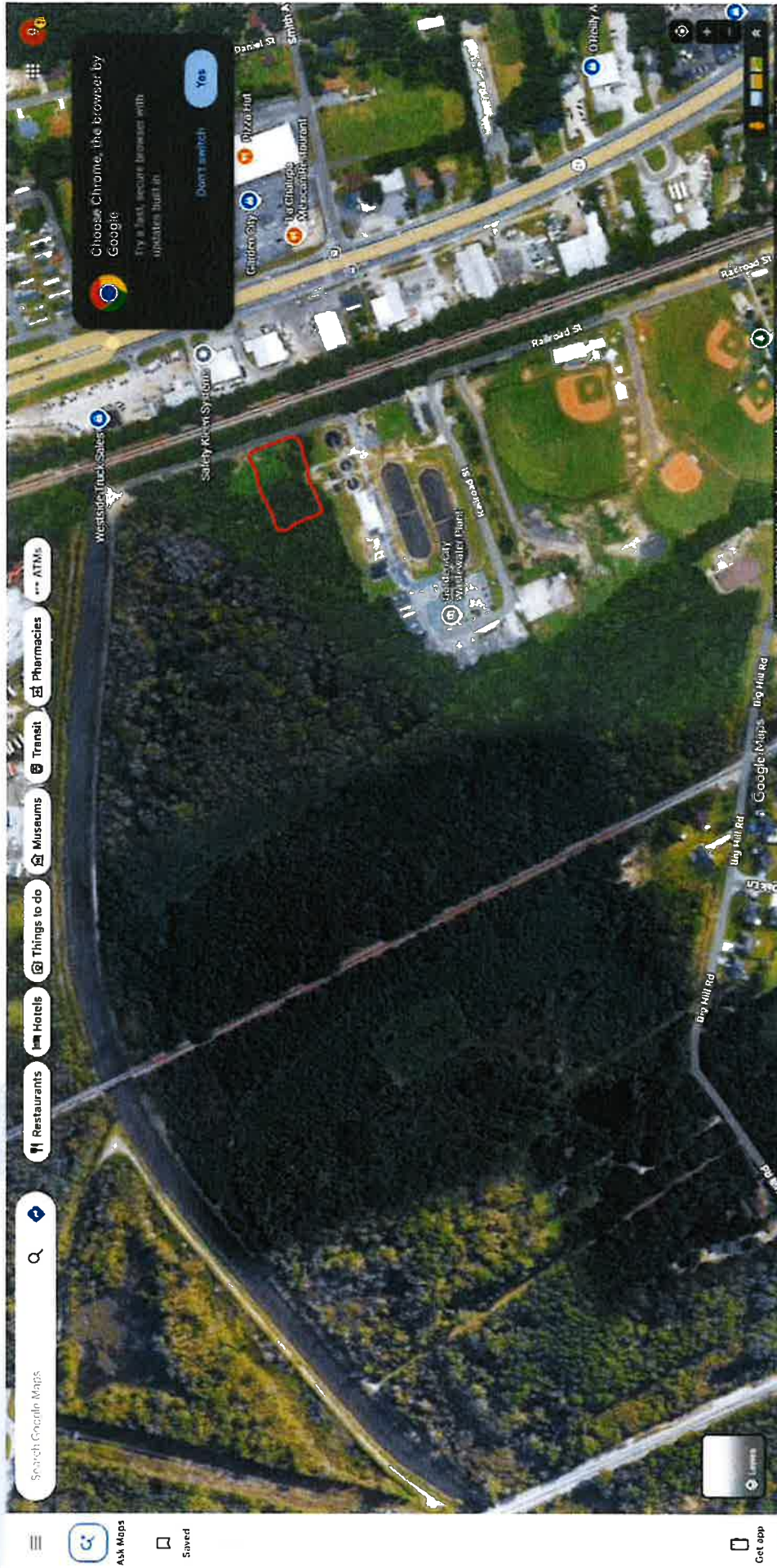
2. **Exclusive Law Enforcement Purpose:** The facility shall be used **exclusively** by the Garden City Police Department and its invited law enforcement partner agencies for official law enforcement training, firearms qualification, tactical maneuvers, and related professional operations.
3. **Public Access Prohibited:** The facility shall **not** be open to the general public, commercial entities, or unapproved private individuals at any time.
4. **Operational Oversight and Rules:** The Chief of Police of Garden City, or their designated designee, is hereby authorized and directed to establish operational rules, safety protocols, scheduling procedures, interagency use agreements, and security measures necessary to govern the safe and efficient operation of the facility.
5. **Severability:** If any section, paragraph, clause, or provision of this Resolution shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining provisions.
6. **Repealer:** All resolutions, orders, or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.
7. **Effective Date:** This Resolution shall become effective immediately upon its adoption by the Mayor and City Council.

ADOPTED this _____ day of September, 2026.

TONYA ROPER
Clerk of Council

RECEIVED AND APPROVED this ____ day of September, 2026.

BRUCE CAMPBELL, Mayor



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