

A G E N D A

City Council Meeting

Monday, October 21, 2024 – 6:00 p.m.

➤ **OPENING**

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

➤ **FORMAL PUBLIC COMMENT**

Formal Public Comment – City Council Agenda Protocol

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

➤ 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

- **Alcoholic Beverage License Application:** Receipt of public comment on an alcohol beverage license application made by Ibrahim M. Saliba to sell wines, beer, and/or malt beverages at Gregory M. Parker, Inc. (D/B/A Parker's #39) 4219 Augusta Road, Garden City, Georgia.
- **Alcoholic Beverage License Application:** Receipt of public comment on an alcohol beverage license application made by Itzhel I. Cortez Cano to sell wines, beer, and/or malt beverages at Laguna Mexican Grill & Bar, LLC, 174 Minus Avenue, Garden City, Georgia.
- **Alcoholic Beverage License Manager's Application:** Receipt of public comment on a manager's alcohol beverage license application made by Amber Kaluzynaki to sell wines, beer, and/or malt beverages at Love's Travel Stops & Country Stores, Inc. (D/B/A Love's Travel Stop#893) 2 Sonny Perdue Drive Garden City, Georgia.

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 October 7th Pre-Agenda Session, City Council Meeting Minutes and October 14th workshop.

➤ **City Manager Updates**

- Staff reports are included with the agenda packet.

➤ **ITEMS FOR CONSIDERATION**

- **Resolution – Konter Sales Agreement:** A resolution authorizing the Mayor and Council to enter into a sale agreement with Konter Development Company, Inc. measuring approximately 10.70 acres located along the northern side of U. S. Highway 80 at 2779 U. S. Highway 80; to authorize the Mayor to execute the sales transaction.
- **Resolution – Chatham Engineering, LLC Service Proposal Agreement:** A resolution authorizing the City of Garden City to engage the services of Chatham Engineering, LLC in connection with adding a generator or upgrading the current generator in city hall; to authorize the City Manager to execute a letter of proposal for such services; and for other purposes.
- **Resolution – CrowderGulf Debris Removal Agreement:** A resolution approving the ratification of the City Manager's notice to proceed performing storm debris removal, reduction, and disposal services in connection with Hurricane Helene pursuant to contract dated January 1, 2022; approving the allocation of an amount not to exceed \$1,500,000.00 for such services; authorizing the City Manager to execute all documents necessary to effectuate the purchase of such services; providing and effective date; and for other purposes.
- **Resolution – Debris Staging Site Agreement (1342 Dean Forest Road):** A resolution of the Mayor and Council authorizing the execution of a lease agreement with Katherine C. Ward, Jim Rabbon Ward, III and Melissa Albrecht for use of a 6.14 acre parcel located at 1342 Dean Forest Road for use as a temporary debris staging and reduction site to store, manage and reduce storm debris generated by Hurricane Helene; and for other purposes.
- **Resolution – Senior Center Parking Lot Improvements:** A resolution by the City of Garden City to enter into a contract with Platinum Materials, LLC in the amount of \$71,301.77 for the replacement of the deteriorating parking lot at the Senior Citizen Center located at 78 Varnedoe Avenue in Garden City, Georgia.
- **Resolution – Norfolk Southern Lease Agreement:** A resolution of the Mayor and Council approving and authorizing an execution of a lease agreement between Norfolk Southern Railway Company and Garden City, Georgia for a 264,000 square foot tract of abandoned railroad right-of-way located at mile post FL4 running between Rowe Avenue and Pipe Makers Canal along Pipkin Avenue; making other findings and provisions related to the subject lease; and declaring an effective date.

- **Write-Off of 2017-2018 Utility Accounts Receivables Deemed Uncollectible:** Consideration by the Mayor and City Council authorizing the write-off of the 2017-2018 utility accounts (bad debt) totaling \$88,603.49 that staff has identified as outside of the statute of limitations or recovery (older than six years) and therefore deemed uncollectible.
- **Alcoholic Beverage License Application:** Consideration by the Mayor and Council of an alcohol beverage license application made by Ibrahim M. Saliba to sell wines, beer, and/or malt beverages at Gregory M. Parker, Inc. (D/B/A Parker's #39) 4219 Augusta Road, Garden City, Georgia.
- **Alcoholic Beverage License Application:** Consideration by the Mayor and Council of an alcohol beverage license application made by Itzhel I. Cortez Cano to sell wines, beer, and/or malt beverages at Laguna Mexican Grill & Bar, LLC, 174 Minus Avenue, Garden City, Georgia.
- **Alcoholic Beverage License Manager's Application:** Consideration by the Mayor and Council of a manager's alcohol beverage license application made by Amber Kaluzynaki to sell wines, beer and/or malt beverages at Love's Travel Stops & Country Stores, Inc. (D/B/A Love's Travel Stop #893) 2 Sonny Perdue Drive, Garden City, Georgia

➤ **ADJOURN**



City of Garden City
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735
Email: Occtax@gardencity-ga.gov

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 9/6/2024

For the Year: 2025

Expires at December 31 of the above year.

Type of License (check all that apply)

- | | | | |
|--|------------|--|----------|
| <input type="checkbox"/> Spirituous Liquors (package) | \$2,722.00 | <input checked="" type="checkbox"/> Beer and/or malt beverages | \$682.00 |
| <input type="checkbox"/> Spirituous Liquors (by the drink) | \$2,722.00 | <input checked="" type="checkbox"/> Wines | \$236.00 |
| <input checked="" type="checkbox"/> Advertising Cost | \$95.00 | | |

TOTAL: \$ 1013.00

Business Information

Business Name: Gregory M. Parker, Inc.

D/B/A/ (if applicable): Parker's #39

Business Address: 4219 Augusta Road, Garden City, GA 31408 Business Phone: 912-966-2684

Mailing Address: 171 Crossroads Parkway Emergency Phone: 912-231-1001
(If different from Business Address)

City: Savannah State: Georgia Zip Code: 31407

Business Email Address: vjohnson@parkersav.com

What other kinds of business will be conducted at this location? Convenience store w/gas sales

List all persons with a financial interest in the business:

(For corporations, include all stockholders who own more than 10% of the outstanding stock of the corporation.)

Name	Address	% Ownership
Gregory M. Parker	10 E. Taylor Street, Savannah, GA 31401	100%

Has any person having an interest in said business been convicted of any violation of law other than a traffic violation? Served time in prison, or other correctional institution? ☐ Yes ☒ No

If Yes, describe circumstances: _____

Applicant/Licensee InformationFull Name: Ibrahim M. SalibaHome Address: 307 Hammocks ViewPhone: 973-583-6271City: SavannahState: GAZip Code: 31410

SSN: _____

Date of Birth: _____

Age: _____

Ever held a similar license: YesYear: 2024Describe the interest owned or held by the applicant in the business: None

Will the applicant operate the business in person?

☒ Yes☐ No

If No, list the name of the manager: _____

Brief personal history of applicant:


(Include education, previous jobs, businesses owned, and any place of residence during the last five years.)

Criminal history of applicant (if any): N/A**Fingerprints of applicant shall be required with the initial application.**

List five character references that will vouch for the applicant:

Name	Address
Brendan Khoyan	166 Green Paddock Circle, Guyton, GA 31312
Mallory Jones	2143 E. 41st Street, Savannah, GA 31404
Robert Ely	737 TE Glisson Road, Ellabell, GA 31308
Elias Saliba	116 Maple Hill Road, Clifton, NJ 07013
Nicholas Saliba	18 Gillies Street, Clifton, NJ 07013

*ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH, WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO BE TRUE UNDER PENALTY FOR FALSE SWEARING AS PROVIDED BY LAW.


Applicant's Signature

Sworn to and subscribed before me this

13th day of September, 20 24
Notary Public

THIS PAGE FOR OFFICE USE ONLY

Application received by: Katie Drager Date: 9/18/24

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license SKD Date: 9/25/24

Separate report submitted to the City Administrator:

 Date: 9/26/24
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: _____ Date: _____



City of Garden City
100 Central Avenue, Garden City, Georgia 31405
Phone: 912.966.7777 Fax: 912.966.2735
Email: Occtax@gardencity-ga.gov

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

Date Filed: 07/08/2024

For the Year: 2024

Expires at December 31 of the above year.

Type of License (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Spirituous Liquors (package) \$2,722.00 | <input checked="" type="checkbox"/> Beer and/or malt beverages \$682.00 ✓ |
| <input checked="" type="checkbox"/> Spirituous Liquors (by the drink) \$2,722.00 | <input checked="" type="checkbox"/> Wines \$236.00 |
| <input checked="" type="checkbox"/> Advertising Cost \$95.00 ✓ | |

TOTAL: \$ 3,404.00

Business Information

Business Name: Laguna Mexican Grill & Bar LLC

D/B/A/ (if applicable): _____

Business Address: 174 Minus Ave

Business Phone: 912-659-3103

Mailing Address: 329 Pecan Grove Blvd

Emergency Phone: _____

(If different from Business Address)

City: Bloomington

State: GA

Zip Code: 31302

Business Email Address: lagunamexgrillbar@gmail.com

What other kinds of business will be conducted at this location? Mexican Full Service Restaurant & The Kingston Hotel

List all persons with a financial interest in the business:

(For corporations, include all stockholders who own more than 10% of the outstanding stock of the corporation.)

Name	Address	% Ownership
Itzhel Cortez	329 Pecan Grove Blvd. Bloomington, GA	

Has any person having an interest in said business been convicted of any violation of law other than a traffic violation? Served time in prison, or other correctional institution? ☐ Yes ☒ No

If Yes, describe circumstances: _____

Applicant/Licensee InformationFull Name: Itzhel I. Cortez CanoHome Address: 329 Pecan Grove BlvdPhone: 912-659-3103City: BloomingtondaleState: GAZip Code: 31302

SSN: _____

Date of Birth: _____

Age: _____

Ever held a similar license: N/A

Year: _____

Describe the interest owned or held by the applicant in the business: Serve alcoholic beverages in my restaurantWill the applicant operate the business in person? ☐ Yes ☐ No

If No, list the name of the manager: _____

Brief personal history of applicant:

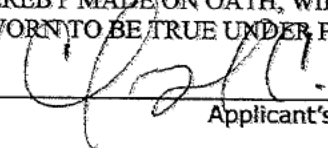
(Include education, previous jobs, businesses owned, and any place of residence during last five years.)

Previous medical assistant, live in Bloomingtondale, GA for the past 5 years,
graduated high school, received medical assistant certificate.Criminal history of applicant (if any): N/A**Fingerprints of applicant shall be required with the initial application.**

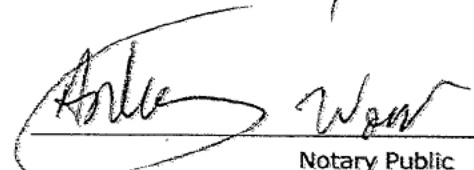
List five character references that will vouch for the applicant:

Name	Address
Daisy Simental	Bloomingtondale, GA
Cara Ruppard	Springfield, GA
Rodrigo Cortez	Savannah, GA
Angel Vega	Bloomingtondale, GA
Sunil Patel	Savannah, GA

*ALL OF THE FOREGOING INFORMATION IS HEREBY GIVEN AND ALL OF THE FOREGOING STATEMENTS ARE HEREBY MADE ON OATH, WILLFULLY, KNOWINGLY, AND ABSOLUTELY, AND THE SAME IS AND ARE HEREBY SWORN TO BE TRUE UNDER PENALTY FOR FALSE SWEARING AS PROVIDED BY LAW.


Applicant's Signature

Sworn to and subscribed before me this

11th day of July, 20 24
Notary Public

Anthony Wolff
NOTARY PUBLIC
CHATHAM COUNTY, GEORGIA
My Commission Expires
09/18/2027

THIS PAGE FOR OFFICE USE ONLY

Application received by: 7/18/24 Katie Draeger Date: 7/18/24

POLICE DEPARTMENT REVIEW

Fingerprinted by: OK for license SKP Date: 9/23/24

Separate report submitted to the City Administrator:

 Date: 9/26/24
Police Chief

Public Hearing held on: _____

Date advertised in Savannah Morning News: _____

Action of Council: ☐ Approval ☐ Denial

License(s) Issued: _____ Date: _____

SYNOPSIS

Pre-Agenda Session Monday, October 7, 2024 - 5:30 p.m.

Call to Order: Mayor Campbell called the pre-agenda session to order at approximately 5:30 p.m. and gave the invocation.

Attendees

Council Members: Mayor Bruce Campbell, Councilmember Gwyn Hall, Councilmember Richard Lassiter, Councilmember Natalyn Morris, Councilmember Debbie Ruiz, and Councilmember Kim Tice.

Staff Members: Rhonda Ferrell-Bowles, City Manager; James P. Gerard, City Attorney; Yoland Irizarry, HR Director; Cliff Ducey, Recreation Director; Gil Ballard, Police Chief; Virgil Moore; Public Works Director, Mike Dick; Fire Chief, Katie Draeger; Finance Director, Ben Brengman; IT/Special Projects Director, Veronica Enoch; Executive Assistant and Tonya Roper, Clerk of Council.

Mayor's Updates

The Mayor gave a reminder of a morning call for storm updates.

City Council Updates

Councilmember Tice discussed residents appearing at the meeting during the informal comment period to speak regarding drainage canal issues. City Manager affirmed that upon inspection of walking the canal that the City's side is clean. City Manager and Public Works Director acknowledged with Councilmember Tice that inquiries addressed whenever received, and the City will follow-up with any additional concerns.

City Manager Updates

The City Manager gave an overview of items on the agenda. She stated that we have a proclamation on the agenda for Retired Educators Day.

1. Formal Public Comment

The City Manager reported there is a formal public comment by Al Ellisor, assistant manager of Ace Acres Mobile Home Park to address City Council in discussing the permit fee for new mobile homes in Garden City. City Manager said that Staff has talked with Mr. Ellisor and explained that we are working on the fee schedule, but it won't be available until the end of the year for adoption of January 1.

Councilmember Tice and City Manager recognized the rate for a mobile home permit is over \$4000 and discussed that Staff does not have the authority to waive the fee. A dialogue followed regarding what is included with the permit fees, if additional fees are charged beyond the permit itself, the location of this mobile home park with acknowledgement by City Manager and Clerk of Council that

the fee is all inclusive and Mr. Ellisor was notified of his request to appear for the formal comment period.

2. Public Hearing

There are three public hearings for alcohol licenses, and everything checked out on them.

3. Approval of City Council Minutes

Consideration of the minutes from the Pre-Agenda Session and City Council's last meeting in September.

4. Items for Consideration

- (a) The City Manager stated that we have a resolution for the GDOT school zone flashers and signage agreement to enter a contract with Hoffman Electric in the amount of \$72,500 for removal and installation of school zone flashers and signage on State Route 21 at the new school.

Police Chief addressed Councilmember Daniel concerns regarding the removal of the flashers. Councilmember Hall provided background to inquiries for the naming of the complex as Davis-Edwards- Harris Educational Complex versus the school's name which is still Groves High School.

- (b) A resolution to enter into an agreement with Savannah Area Chamber to provide marketing, public relations and advertising to promote tourism, conventions and trade shows in the City. If approved the agreement will go through the chamber of Visit Savannah.
- (c) A resolution for the Rostan Solutions agreement for the storm debris monitoring and services and help in applying for FEMA due to Hurricane Helene.

City Manager confirmed that Crowder Gulf will help in clearing current debris prior to the arrival of the next storm coming in. An agreement for land with permits being put into place for any current debris. Council and Staff discussed all areas to be addressed based on a map of the City, the number of dispersed trucks, the debris contractor's great ability to work with the City as a team and any remaining power outage assessments and resolve which is determined by the power company.

- (d) A resolution for the FY2025 Police and City vehicle lease/purchase order. City Manager confirmed that there is nothing coming out of this year's budget for this request; this allows the City to place our name on the order list.

(e) The City Manager stated we have the alcohol beverage license applications for consideration.

City Attorney discussed the request by Mr. Carl Lee for the road extension of Briarwood. There is no recollect per Mr. Lee of previous conversations regarding where there were promises of pavement extension. Mr. Lee recalls the discussion with the former City Manager that it could be done but with Mr. Lee as the property owner funding the cost of the extension. Mr. Lee requests a consideration by Council to put down some type of apron to extend the road using gravel or dirt.

City Attorney stated the Kimker deannexation will need to be discussed and placed on the next workshop; it will be at the discretion of the Council to vote on the item at the next meeting.

City Attorney and Council discussed citations issued to Lamar Advertising concerning extension of a sign beyond its space. Any ordinance requests will need to be started at the Planning Commission level. City Attorney confirmed his non-authority to hold off on any court dates.

City Attorney, City Manager and Staff addressed inquiries of Councilmember Morris' concerns regarding the waiver of fees, the timeframe to submit, residents' ability to contact FEMA, the City's application process for permitting due to any citizen repair from storm damage and the contact information for FEMA regarding assistance.

Adjournment: Given no other items to discuss, the Mayor and City Council adjourned the pre-agenda session at approximately 5:55p.m.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council 10-21-24.

MINUTES

City Council Meeting Monday, October 7, 2024 – 6:00 p.m.

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

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

Roll Call

City Council Members: Mayor Bruce Campbell, Mayor Pro-Tem Marcia Daniel, Councilmember Gwyn Hall, Councilmember Richard Lassiter, Jr., Councilmember Natalyn Morris, and Councilmember Kim Tice. Absent: Councilmember Debbie Ruiz.

Staff Members: Rhonda Ferrell-Bowles, City Manager; James P. Gerard, City Attorney; Gil Ballard, Chief of Police; Ben Brengman, IT/Special Projects Director; Katie Draeger, Finance Director; Mike Dick, Fire Chief; Cliff Ducey, Parks and Recreation Director; Virgil Moore, Public Works Director; Veronica Enoch, Executive Assistant; Tonya Roper, Clerk of Council and Andrew Guzman, IT Technician.

Mayor Campbell presented on behalf of Mayor and Council to designate November 3, 2024, as “Retired Educators Day” with the recipient stating her appreciation for Mayor and Council’s recognition for the association of retired educators within the area.

Formal Public Comment: Mr. Al Ellisor III, assistant manager of Ace Acres Mobile Home Park requests to address the City Council to discuss the permit fee for new mobile homes in Garden City.

Mr. Ellisor said that he appreciated the Council’s time and consideration of this matter. Mr. Ellisor stated he is the co-manager of Ace Acres mobile park located at 5228 Augusta Road; we rent mobile homes and lots. We are in the process of entertaining the idea of fulfilling the 40-lot capacity – which means the addition of nine more homes. We were in the process of a lease signing with a proposed tenant with the intention of a home being placed in the park. The tenant rescinded their offer due to the \$4500 fee for the permit. Mr. Ellisor stated the fee is shown on the fee schedule; he then asked why are the fees so high in comparison to surrounding municipalities?

Councilmember Tice asked Mr. Ellisor if he knew of the fees for other municipalities.

Mr. Ellisor said that we were unaware of this fee; we are asking for the fees to be in line with what others are charging. Mr. Ellisor stated that Pooler is \$60, Port Wentworth is \$300, and Effingham County is \$200. He said we take pride in our land, property and mobile homes. We are asking that the fee is competitive and a representative of the area; expansion is difficult for the remaining lots at this rate.

Mr. Ellisor confirmed his location for Council, he stated that he has spoken with Staff and has been informed that the fee schedule is being reviewed. He said he would appreciate any consideration as we are having to turn people away due to the fee, and it is difficult for potential tenants to budget this amount.

The City Manager confirmed that Staff is currently working on the fee schedule. The City Manager said we are hoping to have something to present to Council at the October 14th workshop or the October 28th workshop.

Mr. Ellisor stated that the current fee schedule is affecting the planning of the mobile home park's schedule, time is of an essence, and this is a time-sensitive matter for our business.

Councilmember Hall responded that any changes or updates to the fee schedule will need to be considered by City Council.

Informal Public Comment: Ellie Malanowski, 114 Smith Avenue stated that we have lived at our property for four years, and three years back our property was okay but now every time it rains the property floods. Mrs. Malanowski stated she has spoken with Councilmember Tice and staff regarding concerns and surveying of the canal along with any adjustments that can be done. The canal has washed away so there's no retaining. Staff has been out and looked at the property, we have flooded inside, there's a lot of debris on the side of the house as well. She said I have also contacted Chatham County for help as I'm aware that the canal belongs to them as well.

Councilmember Tice stated there were two City employees that have come out to assess the canal and will come up with a date to meet with you to review your concerns.

Mr. Malanowski asked whether the Canal belongs to the City or the County.

The City Manager confirmed that the side that belongs to the City is clean.

Virgil Moore, Public Works Director confirmed the location of the City's portion of the canal.

Councilmember Tice reiterated that Staff has been communicating and working towards a goal to meet and address concerns.

Joel Boblasky stated he appreciated the opportunity to introduce himself to Mayor and Council as a republican candidate for Chairman of the Chatham County Commission. He stated that he may not be in the right forum for the introduction. He has been part of the appeals process and understands the importance of emergency services, roads, bridges, drainage, local spending and leadership.

Given no other speakers, Mayor Campbell closed the public comment portion of the meeting.

Public Hearings: Alcohol Beverage License Application: Receipt of public comment on an alcohol beverage license application made by Rigoberto Velasco to sell wines, beer, and/or malt beverages

at Pupuseria Salvadorena Las Veronicas, LLC (D/B/A Pupuseria Salvadorena Las Veronicas) 109 Minus Ave, Suite C1 Garden City, Georgia.

Alcohol Beverage License Manager's Application: Receipt of public comment on a manager's alcohol beverage license application made by Dalya Velasco to sell wines, beer, and/or malt beverages at Pupuseria Salvadorena Las Veronicas, LLC (D/B/A Pupuseria Salvadorena Las Veronicas) 109 Minus Ave, Suite C1 Garden City, Georgia.

Alcohol Beverage License Application: Receipt of public comment on an alcohol beverage license application made by Ashok Lakhani to sell wines, beer, and/or malt beverages at Ganesh 1109, LLC (D/B/A BP 4801) 4801 Augusta Road, Garden City, Georgia.

Given no further speakers for those in favor or opposition; Mayor Campbell closed the Public Hearing.

City Council Minutes: Councilmember Daniel motioned to approve the minutes from the September 16th Pre-Agenda Session and City Council Meeting. The motion was seconded by Councilmember Tice and passed without opposition.

Items for Consideration

Resolution – GDOT SR 21 School Zone Flashers and Signage Agreement: The Clerk of Council read the heading of a resolution authorizing the City of Garden City, Georgia to enter into a contract with Hoffman Electric in the amount of \$72,500.00 for removal and installation of school zone flashers and signage on the segment of State Route 21 between Brampton Road and Rommel Avenue in Garden City, Georgia, where the newly constructed Davis-Edwards-Harris Educational Complex is located.

Councilmember Tice made a motion to approve the resolution. Councilmember Daniel seconded the motion; all vote to approve the motion.

Councilmember Morris announced that she would like to make a motion to amend the agenda and to add to the agenda a resolution to temporarily wave the building permit fees related to storm damage from Storm Helene. Councilmember Lassiter seconded the motion; all vote to approve the motion.

Resolution – Visit Savannah Agreement: The Clerk of Council read the heading of a resolution authorizing the City of Garden City, Georgia to enter into a memorandum with the Savannah Area Chamber of Commerce, Inc. acting through its business unit of Visit Savannah to provide marketing, public relations, advertising, and other services to promote tourism, conventions, and trade shows in the City, in return for the City's payment to the authority of the Hotel-Motel occupancy tax which the City shall collect and disburse pursuant to Code Sections of the official Code of Georgia annotated and any additional funds made available by the City for such purpose; authorizing the City Manager to execute the memorandum of agreement.

Councilmember Morris made a motion to approve the resolution for the Visit Savannah agreement. Councilmember Tice second the motion. The motion passes without opposition.

Resolution – Rostan Solutions Agreement: The Clerk of Council read the heading of a resolution ratifying the City Manager’s decision to engage the services of Rostan Solutions, LLC for providing storm debris monitoring services in connection with property damage caused by Hurricane Helene, and for providing public assistance consulting services with respect to recovering from Federal and State agencies eligible costs that shall be incurred by the City as a result of the City’s response to the hurricane; ratifying the City Manager’s execution of task orders for such services.

Councilmember Daniel made a motion to approve the resolution. Councilmember Hall seconded the motion; all vote in favor of the motion.

Resolution – FY2025 Police & City Vehicle Reserve Order: The Clerk of Council read the heading of a resolution approving the lease purchasing of fourteen (14) City vehicles from Enterprise FM Trust to be added to the City’s Vehicle Fleet.

Councilmember Lassiter made a motion to approve the resolution. Councilmember Morris seconded the motion; all vote in favor of the motion.

Alcohol Beverage License Application: The Clerk of Council read the heading for consideration by the Mayor and Council of an alcohol beverage license application made by Rigoberto Velasco to sell wines, beer, and/or malt beverages at Pupuseria Salvadorena Las Veronicas, LLC (D/B/A Pupuseria Salvadorena Las Veronicas) 109 Minus Ave, Suite C1 Garden City, Georgia.

Councilmember Daniel made a motion to approve the application. Councilmember Lassiter seconded the motion. The motion passes without opposition.

Alcoholic Beverage License Manager’s Application: The Clerk of Council read the heading for consideration by the Mayor and Council of a manager’s alcohol beverage license application made by Dalya Velasco to sell wines, beer, and/or malt beverages at Pupuseria Salvadorena Las Veronicas, LLC (D/B/A Pupuseria Salvadorena Las Veronicas) 109 Minus Ave, Suite C1 Garden City, Georgia.

Councilmember Lassiter made a motion to approve the application. Councilmember Tice seconded the motion. The motion passes without opposition.

Alcoholic Beverage License Application: The Clerk of Council read the heading for consideration by the Mayor and Council of an alcohol beverage license application made by Ashok Lakhani to sell wines, beer, and/or malt beverages at Ganesh 1109, LLC (D/B/A BP 4801) 4801 Augusta Road, Garden City, Georgia.

Councilmember Daniel made a motion to approve the application. Councilmember Lassiter seconded the motion. The motion passes without opposition.

Resolution – Temporary Building Permit Fee Waiver: The Clerk of Council read the heading for consideration by the Mayor and Council of a resolution to temporarily waive building permit fees related to storm damage from Tropical Storm Helene with notification of the timeframe for the waiver to end December 31st, 2024.

Councilmember Lassiter made a motion to approve the resolution. Councilmember Tice seconded the motion. All vote approving the motion; vote passes without opposition.

Adjournment: Given no other items on the agenda to discuss, Mayor Campbell called for a motion to adjourn the meeting. Councilmember Hall motioned to adjourn the meeting at approximately 6:29 p.m. The motion was seconded by Councilmember Daniel and passed without opposition.

Transcribed & submitted by: The Clerk of Council

Accepted & approved by: The City Council on October 21, 2024

SYNOPSIS

City Council Workshop Monday, October 14, 2024 – 5:30 p.m.

Call to Order: Mayor Campbell called the workshop to order at approximately 5:30pm and Councilmember Daniel gave the prayer.

Council Members Present: Mayor Bruce Campbell, Mayor Pro-tem Marcia Daniel, Councilmember Gwyn Hall, Councilmember Natalyn Morris, Councilmember Debbie Ruiz and Councilmember Kim Tice. Councilmember Richard Lassiter was absent.

Staff Members Present: Rhonda Ferrell- Bowles, City Manager; James P. Gerard, City Attorney, Major Brian Hood, Police Administrative Commander; Michelle Johnson, Assistant Fire Chief; Katie Draeger, Finance Director; Cliff Ducey, Parks and Recreation Director; Virgil Moore, Public Works Director; Dagny Pariani, Wastewater/Water Treatment Manager; Robert Wellmaker, Chief Building Official; Jonathan Trego, Planning Supervisor; Veronica Enoch, Executive Assistant; and Tonya Roper, Clerk of Council.

Attendees: Michael Bruner, Board of Appeals/Planning Commission Chair.

➤ **Water/Sewer Deannexation Petition:**

City Attorney stated he was approached by the representative of the property owners. The property owners are requesting that these five properties be deannexed from Garden City and back into the County because the City is unable to provide water and sewer services to the property as they are looking to develop the properties – the development will require water/ sewer service. The requestors are using the initial method of the two processes for deannexation which the City has discretion to deannexed subject to the County needs to also approve the deannexation. The County has been notified and we're awaiting a response from the County. City Attorney discussed and explained the protocol of other municipalities, how the County's acceptance process of a returned property is determined and the rezoning of the deannexed property for the usage of the properties in question.

Wastewater/Water Treatment Plant Manager stated that under a recent law if a municipality is not able to provide services, a property owner is able to seek private services. If denied, the property owner has the right to get their own services.

Councilmember Daniel stated that the closest service in this area is City of Savannah.

City Attorney confirmed with Council that this request to utilize the mandatory law of legislature does not qualify.

This item is pending further review and authorization by both the County and City.

➤ **Municipal Court Judge/Code Enforcement (Discussion):**

City Manager stated our current Judge Crystal Harmon will be ending her term with the City. Our associate Judge is Lindy Moody and has shown interest in the position. We must have a resolution to appoint the new Chief Judge as well as to handle the Code Enforcement cases.

City Manager addressed with Council that Judge Moody has currently handled both Code Enforcement and Municipal cases in the past. There are several contracts that will require appointment and selections for associate judge, judge Pro-tems - Craig Tomlinson and Craig Hall, public defenders - Ty Wilson and Pro-tem Lawrence Kells, and prosecuting attorneys – Caroline Bradley and Pro-tem Ashley Beard. The consideration would follow the same process as with our current Judge Crystal Harmon.

Council agreed to move forward with a date to be determined for the item for consideration.

➤ **Expansion of City Hall Generator:**

City Manager gave an overview of the proposal. She stated that when we have a storm, the windows do not open. The current generator is running the bare minimum which does not include heating and cooling. Chatham Engineering is familiar with our City Hall and has been a part of this building since the beginning. The cost before you for consideration is just for them to begin the process to determine the install for the generator to run the building for the entirety of a storm. This is approximately two-year process. The cost of generator would come back before you. City Manager reported the purpose of the item is to request permission to proceed with the cost engineering services of \$39,700 for the scope of work.

Council agreed to move forward with the consideration.

➤ **Crowder Gulf Debris Removal**

City Manager discussed the number of 152 loads that have been currently picked up, the removal of low hanging limbs, and that removal is about 25% complete with the amount of removal being \$922,275.00 with a not-to-exceed amount of \$1.5 million for Hurricane Helene. These costs will be recovered by FEMA per the emergency declaration – this is the same process as with Hurricane Matthew.

Council agreed to move forward with item for consideration.

➤ **Public Works 2024 Ram 3500 Pickup**

City Manager stated that we currently have a 2008 Ford F-250 that has reached it's end due to high mileage and maintenance. Public works budgeted for a F-350 Super-duty for \$76,730 but through the Enterprise lease they were able to come up with a 2024 Ram Pickup to work for them for a cost of \$51,642 which is a savings of \$25,088.

Council agreed to move forward with the item for consideration.

➤ **Senior Center Parking Lot Improvements**

City Manager discussed the bid process for the reconstruction of the parking lot at the Senior Center. The process concluded today at 2pm with the lowest bidder being Platinum Asphalt & Concrete at \$71,301.77. The project was budgeted at \$80,000.

Parks & Recreation Director confirmed with Council a timeframe for the project, a parking plan for the seniors and tree removal for preparation of the work.

Council agreed to move forward with the item for consideration based on the bid process of the awarded vendor.

➤ **FY2025 Fee Schedule**

City Manager and Finance Director including Staff from Planning and Police discussed the recommended updates to the City-wide fee schedule along with addressing concerns of the Councilmember Morris regarding changes to regulatory fees, code enforcement, inspections, utilities and miscellaneous fees. The Building Official addressed questions regarding tree removal fees by referencing the requirements within the Tree Protection and Landscaping ordinance. Finance Director gave an overview of the changes regarding the short-term rental and Bed & Breakfast based on the new ordinance.

Council agreed that this item requires further review by Staff.

➤ **Mayor's Updates**

No further updates.

➤ **City Council's Updates**

No further updates.

➤ **City Manager's Updates**

City Manager provided an overview of the remaining FY2024 meeting schedule. Upon discussion, Council agreed to cancel the scheduled workshop for October 28, 2024.

The meeting adjourned approximately at 6:20p.m.

Transcribed by: Clerk of Council

Approved by Mayor & Council: 10-21-24



FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



REPORT TO MAYOR AND CITY COUNCIL

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 4, 2024

SUBJECT: *Fire Department September 2024 Report*

Report in Brief

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

The operations detail contained in this report is for the month of September 2024 and all related information is current as of September 30, 2024.

Prepared by: Heather Bayer
Title: Executive Assistant

Reviewed by: Michael Dick
Title: Chief of Fire

Rhonda Ferrell-Bowles, City Manager

Attachment(s)



FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



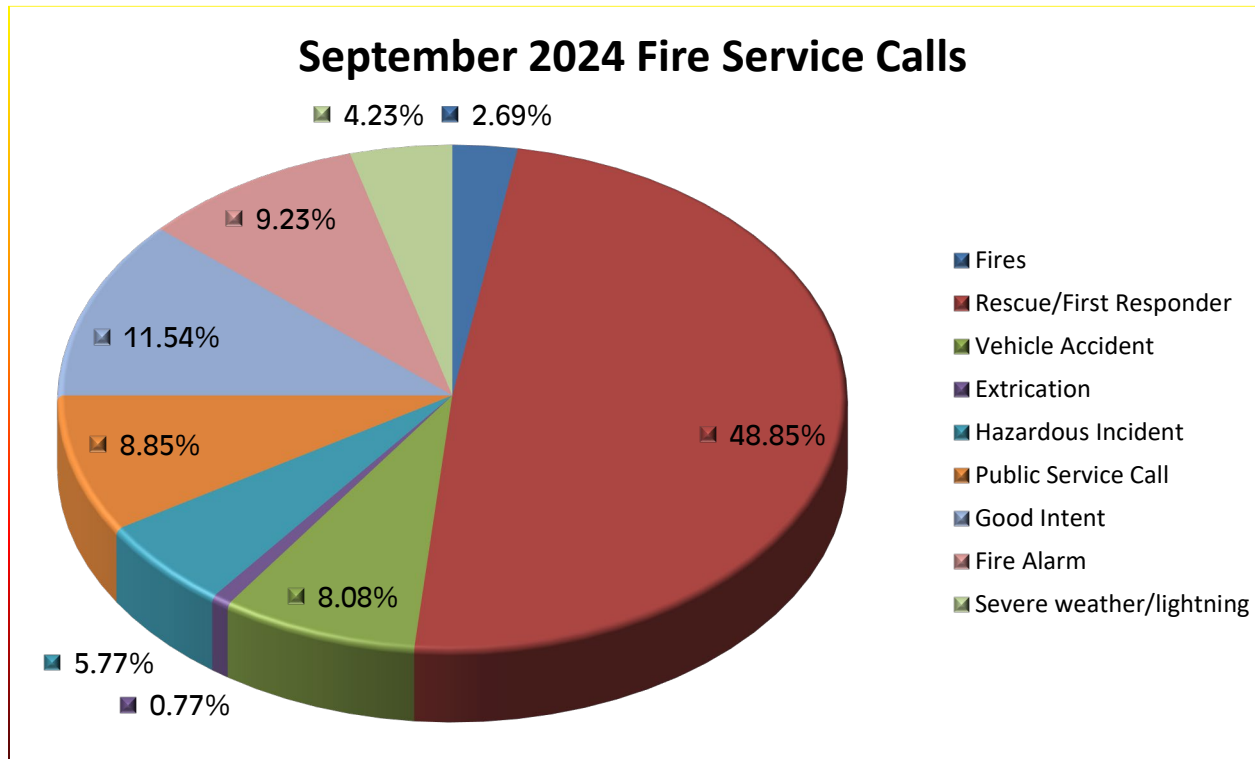
Calls for Service in September 2024

There was a total of 260 calls for service in the month of September 2024.

Current month's calls included:

Incident Type:

Building fire	2	First Responder	127
Cooking fire, confined to container	2	Vehicle Accident	21
Road freight or transport vehicle fire	1	Extrication	2
Grass fire	1	Hazardous Incident	15
Outside rubbish, trash or waste fire	1	Public Service Call	23
Severe weather & natural disaster	1	Good Intent	30
(flood/wind storm/tornado assess)	11	Fire Alarm	24





FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



Department Training

In September, fire personnel reported a total of 529 hours of training resulting in an average of 19.59 hours of training per Firefighter and a total of 4,932 hours for the year.

Department Activities/Events

On September 6th, several Garden City firefighters attended the 2nd annual 9/11 Memorial Stair Climb at the Civic Center in Savannah to honor those firefighters lost on September 11, 2001. The event is to run/climb 110 flights of stairs, the same amount as the World Trade Center. A lot of participants are current firefighters that wear their turnout gear/SCBAs/helmets, just as the brave souls did on 9/11.





FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



Community Relations

During the month of September, there were 2 resident requests completed for smoke alarm installs. One request was on Azalea Avenue and the other was on Big Hill Road.

GCFR is grateful to Coca Cola and Vulcan materials for their generous donation of Powerade and pizza to show their appreciation for first responders!!



On September 18th, the Fire Department participated in a SafeKids car seat check with the Police Department at City Hall.





FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



Hurricane Helene Storm Damage





FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780





FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



Apparatus

Apparatus	Year/Make/Model	Status	YTD Maintenance
NEW Engine 201	2024 Pierce Pumper	In service	\$17.08
Engine 201 (now 204)	2016 Pierce Pumper	In service	\$17,333.81
Engine 202	2016 Pierce Pumper	In service	\$3,436.60
Engine 203 (Reserve 202)	2000 E-One Pumper	Surplus	\$16,817.03
Tender 202	2015 Kenworth Tanker	In service	\$8,049.04
Truck 202 (ladder)	2003 E-One Ladder Truck	In service	\$35,910.69
		Total Vehicle Maint	\$81,564.25



FIRE CHIEF MIKE DICK

GARDEN CITY FIRE RESCUE

100 CENTRAL AVENUE
GARDEN CITY, GEORGIA 31405
912-966-7780



Fire Marshal

In September, the Fire Marshal's Office continued to work on annual fire inspections and certification training hours. Our office continued to work with business owners to get them into compliance with fire inspections. We will be moving to Export Boulevard and Aviation Court once Augusta Road (Highway 21) is complete. Our office attended the bi-monthly Georgia Fire Inspector's Association training in Forsyth to receive 4 hours of continuing education. Fire Marshal Carlos Nevarez serves as the training officer for the association and hosted more than 120 fire inspectors across the state. October is Fire Prevention Month and this year's fire prevention week begins October 6th through the 11th. GCFR will be visiting schools and churches to provide fire safety education in our community.

Below are the numbers for the month:

Total number of Inspections:	95
Total number of Pre-Plans:	0
Total number of Plan Review Hours:	8 hrs.
Total number to Regulatory Fees Collected:	\$8,435.00
Total Miscellaneous Account Collected:	\$775.00

Looking Ahead

- Focusing on building maintenance in the stations to improve condition and appearance.
- Continue progress on aggressive training schedule to bring all department personnel up to required standards.
- Continue broadening the community outreach with continued programs such as community CPR classes, the smoke detector program, and Close Before you Doze.

Incident Type Report (Summary)

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Incident Type Category (FD1.21): 1 - Fire						
111 - Building fire	2	0.77%	235,000.00	60,000.00	295,000.00	99.83%
113 - Cooking fire, confined to container	2	0.77%				
132 - Road freight or transport vehicle fire	1	0.38%	0.00	0.00	0.00	0.00%
143 - Grass fire	1	0.38%	500.00	0.00	500.00	0.17%
151 - Outside rubbish, trash or waste fire	1	0.38%				
Total: 7		Total: 2.69%	Total: 235,500.00	Total: 60,000.00	Total: 295,500.00	Total: 100.00%
Incident Type Category (FD1.21): 3 - Rescue & Emergency Medical Service Incident						
311 - Medical assist, assist EMS crew	1	0.38%				
321 - EMS call, excluding vehicle accident with injury	126	48.46%				
322 - Motor vehicle accident with injuries	15	5.77%				
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.38%				
324 - Motor vehicle accident with no injuries.	5	1.92%				
352 - Extrication of victim(s) from vehicle	1	0.38%				
353 - Removal of victim(s) from stalled elevator	1	0.38%				
Total: 150		Total: 57.69%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 4 - Hazardous Condition (No Fire)						
412 - Gas leak (natural gas or LPG)	1	0.38%				
441 - Heat from short circuit (wiring), defective/worn	1	0.38%				
444 - Power line down	8	3.08%				
461 - Building or structure weakened or collapsed	5	1.92%				
Total: 15		Total: 5.77%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 5 - Service Call						
551 - Assist police or other governmental agency	4	1.54%				
552 - Police matter	2	0.77%				
553 - Public service	15	5.77%				
554 - Assist invalid	1	0.38%				
561 - Unauthorized burning	1	0.38%				
Total: 23		Total: 8.85%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 6 - Good Intent Call						
611 - Dispatched and cancelled en route	24	9.23%				
621 - Wrong location	1	0.38%				
622 - No incident found on arrival at dispatch address	2	0.77%				
651 - Smoke scare, odor of smoke	3	1.15%				
Total: 30		Total: 11.54%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 7 - False Alarm & False Call						
700 - False alarm or false call, other	1	0.38%				
733 - Smoke detector activation due to malfunction	1	0.38%				
735 - Alarm system sounded due to malfunction	3	1.15%				
743 - Smoke detector activation, no fire - unintentional	1	0.38%				
744 - Detector activation, no fire - unintentional	1	0.38%				
745 - Alarm system activation, no fire - unintentional	17	6.54%				

Basic Incident Type Code And Description (FD1.21)	Total Incidents	Total Incidents Percent of Incidents	Total Property Loss	Total Content Loss	Total Loss	Total Loss Percent of Total
Total: 24		Total: 9.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Incident Type Category (FD1.21): 8 - Severe Weather & Natural Disaster						
800 - Severe weather or natural disaster, other	4	1.54%				
813 - Wind storm, tornado/hurricane assessment	2	0.77%				
815 - Severe weather or natural disaster standby	5	1.92%				
Total: 11		Total: 4.23%	Total: 0.00	Total: 0.00	Total: 0.00	Total: 0.00%
Total: 260		Total: 100.00%	Total: 235,500.00	Total: 60,000.00	Total: 295,500.00	Total: 100.00%

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: October 15, 2024

CT: Human Resources Department Report for September 2024

Report in Brief

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

Prepared by: Yolanda Irizarry

Title: Human Resources Director

Reviewed by: _____

Title _____

City Manager

**Garden City
Human Resources Department
September Month-End Report**

Recruitment/Positions Filled

In addition to continuously recruiting Police Officers/Police Officer Recruits and Firefighters, the City has job opportunities for a Water/Sewer Repair Technician, Heavy Equipment Operator, and Public Works Crew Leader.

New Hires

The City welcomed two (2) new hires during the month of September: one as a Firefighter and the other as a Police Officer Recruit.

Promotions/Milestones

There were nine (9) promotions during the month of September. Four (4) of these promotions were at the Fire Department; where all four individuals were promoted to Firefighter Engineer. The remaining five promotions were at the Police Department, with two individuals being promoted to Police Corporal, one to Sergeant, and one to Major.

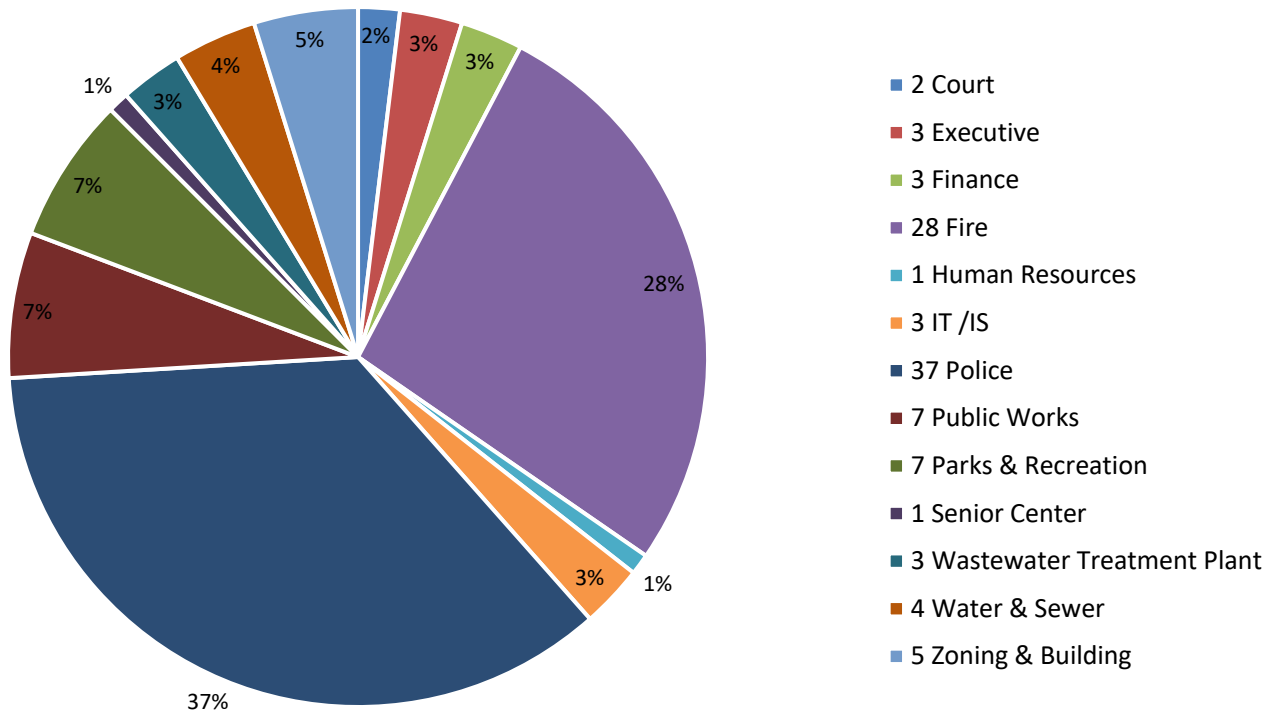
Employment Terminations

There were five (5) separations from employment: three of them were voluntary resignations from the Police Department, one resignation from the Public Works Department, and one resignation from the Planning and Zoning Department.

City Employment

The City ends the month of September with 104 full-time employees.

Active Full-Time Employees by Department



Additional Personnel Information Including Part-Time Employees

This report normally covers the count for full- and part-time employees. Included in the count below for City employees is part-time regularly scheduled, temporary, part-time, casual/summer help (persons that have other employment and work as needed), along with full-time employees.

September	
TOTAL EMPLOYEES:	117
FULL-TIME ONLY:	104
CONTRACTOR/TEMP:	0
PART-TIME:	5
PART-TIME/CASUAL -SEASONAL	8

Employee Turnover Data Per Month

Month	Percent
January	2%
February	1%
March	1%
April	5%
May	1%
June	1%
July	6%
August	1%
September	5%
October	
November	
December	

Garden City Personnel Data
New Hires – 2024

Job Title	Hire Date
Wastewater Supervisor	1/1/2024
Wastewater Operator Class III	1/1/2024
Police Officer Recruit	1/2/2024
Firefighter	1/31/2024
Firefighter	2/19/2024
Receptionist – Front Desk	2/20/2024
Police Officer	2/27/2024
Firefighter	3/21/2024
Police Officer Recruit	3/22/2024
Recreation Programs Coordinator	4/22/2024
Public Works Technician	4/23/2024
Firefighter	4/30/2024
Police Officer	6/03/2024
Firefighters (2)	6/07/2024
Financial Services Specialist	6/10/2024
Meter Reader	7/1/2024
Police Officer	7/8/2024
Planning and Economic Development Director	7/9/2024
Police Officer	7/29/2024
Public Works and Utilities Department Administrator	7/29/2024
Firefighter	8/3/2024
Firefighter	9/5/2024
Police Officer Recruit	9/23/2024

October Monthly Report for the Mayor and City Council

To the Honorable Mayor and city council

Date: 10/18/2024

Subject: Information Technology Monthly Report for September 2024

Report in brief:

The Information Technology and Building Department Monthly Report includes detailed information to inform the public and City Council.

Prepared by: Andrew Guzman

Title: Information Technology Specialist

Technology Report

Garden City Information Technology September 2024 End-of-Month Report

- 4 Computers for the Cooper Center have been deployed.
- A total of 42 helpdesk tickets have been submitted with 40 tickets being closed.
- Initiated data pull from server that hosts Tyler Technologies for migration to i3 Verticals for Court software.
- Initiated Multifactor Authentication (MFA) for users with Office 365 accounts
- Initiated integration of ChatpGPT into BossDesk platform to streamline helpdesk tickets

- Currently in development & testing phase with Planning & Zoning module for Cloud permit software
- Investigated and ordered hardware needed for Water Meter readings to comply with AutuVu specifications

Building Maintenance

- Scheduled maintenance for lighting fixtures in Police Department
- Service Requested - Troubleshoot the Utility Billing request to exit button that will not open door.
- Access Control Service - police parking lot rear door exit has been serviced

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM *Parks & Recreation*



Parks & Recreation 2024 September Report

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: October 16th, 2024

SUBJECT: *Parks & Recreation 2024 September Report*

Report in Brief

The Parks & Recreation Monthly Status Report includes a summary of the monthly activities and projects of all divisions within the Department.

The operations detail contained in this report is for the Month of September 2024 and all related information is current as of October 16, 2024.

Parks & Recreation Department Status Report Summary - August 2024

Prepared by: Cliff Ducey

Title Parks & Recreation Director

Rhonda Ferrell, City Manager

Adult Programs Senior Center Programs/Activities

- *In September we averaged 50 Senior Citizens per day and served 880 meals.*
- *The September Luau at the Center with games and Hawaiian food was a big success, 51 attended.*
- *October 31 lunch BOO-Bash at the GC senior center.*



Come join the fun at the Garden City Senior Center 78 Varnedoe Ave, 912-966-7791

➤ *Sports Programs/Events*

During the month of September 129 youths participated in Garden City's Parks and Rec Youth Programs.



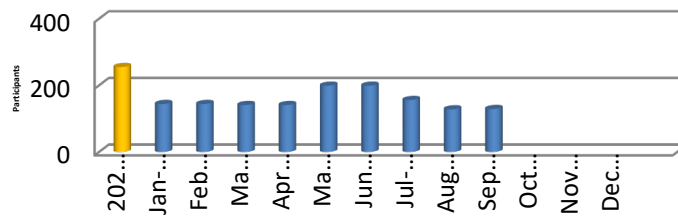
➤ *Upcoming Sports Programs/Events*



Basketball Youth Sports Registration

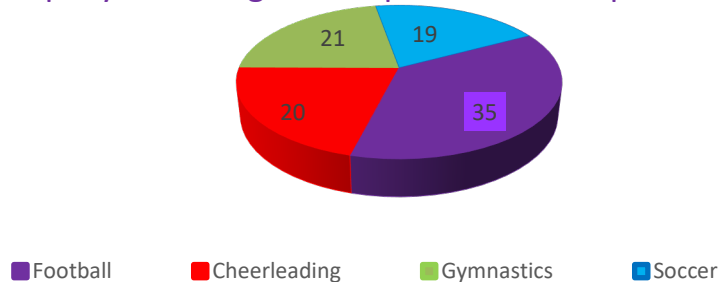
**Register at Garden City Gym 402 Market St. Monday –Friday 8:30am – 5pm
(Check, Money Order, Credit/ Debit Card only) Please Call 912-966-7788**

Recreation Programs/Activities Participation Summary September 2024



*The graphs
are visual
summaries of
the number of
participants in
Garden City's
Recreation*

Top 4 youth Programs September Participation 2024



Park Maintenance:

We have completed our cleanup of the parks from the hurricane. We had several trees come down and a lot of debris.

Prepared by: Cliff Ducey
Title: Parks & Recreation Director



REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: October 1, 2024

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

Report in Brief

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

The operations detail contained in this report is for September 2024 and all related information is current as of October 1, 2024.

Prepared by: Jonathan Trego

Title PZ SUPV

Reviewed by: _____

Title _____

Rhonda Ferrell-Bowles; City Manager

Attachment(s)

- Code Enforcement

Planning and Economic Development Department

Status Report

Summary – September 2024

Permits

There were 30 permits issued during the month. *They included:*

New Construction Building Permits

Renovation/Expansion Building Permits

Miscellaneous Permits

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



	<u>Number of Permits</u>
2023 Year End	531
Jan-24	42
Feb-24	27
Mar-24	34
Apr-24	35
May-24	34
Jun-24	31
Jul-24	28
Aug-24	36
Sep-24	30
Oct-24	
Nov-24	
Dec-24	
2024 YTD	297

Inspections

Inspections scheduled included:

- 09 Business License
- 27 Mechanical/Electrical/Plumbing
- 28 Building
- 01 Site (Property/Development/Preliminary/Demolition)

Code Enforcement Activity

- 91 Courtesy Notice of Violations Issued
- 05 Signs
- 00 Sanitation Citations (Enforcement Ceased per CM)
- 41 Re-Inspections
- 60 Cases Closed (Compliance or Dismissed)
- 54 Vehicles Tagged Derelict or tagged for tow
- 07 Vehicles Towed
- 45 Vehicles Move by Owner or brought into compliance
- 13 Court Citations
- 15 Miscellaneous Inspections (Checking zoning, business license, permits)
- 10 Housing codes
- 01 Cease and Desist orders obtained
- 02 Warrants and Court Orders obtained
- 07 Properties that the City worked on (including cutting, cleaning, securing) and billed
- 02 Code Enforcement condemnations (placards posted – including unfit, unsecure, unsafe)
- 00 Stormwater Inspections
- 04 Stop Work Order Issued

Memorandum

To: Rhonda Ferrell-Bowles
From: Eric Griffin and Benji Selph – Code Enforcement
Date: October 1, 2024
Re: Council Report

The Code Enforcement Unit activity report for September 2024 is as follows:

Signs- 05

Sanitation Citations- 00 (Sanitation Enforcement to Cease until further notice per CM)

Courtesy Notices and Violation Notices- 91

Re-inspections- 41

Cases Closed (Compliance or dismissed)- 60

Vehicles Tagged Derelict or tagged for tow- 54

Vehicles Towed- 7

Vehicles MBO or brought into compliance- 45

Court Citations- 13

Misc Inspections (including zoning insps, tax cert checks, permit checks, routine insps)-15

Housing Codes- 10

Cease and Desist Orders obtained- 1

Warrants and other Court Orders obtained- 2

Properties that the City worked on (including cutting, cleaning, securing) and billed- 7

CE Condemnations (Placards posted- including for unfit, unsecure, unsafe)- 2

Stormwater Inspections (EPD)- 0

Stop Work Orders Issued- 4

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL

DATE: 10-14-2024

SUBJECT: POLICE DEPARTMENT MONTHLY STATUS REPORT

Report in Brief

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

The operations detail contained in this report is for the month of September 2024.

Prepared by: Jeri Varnum
Title: Executive Assistant/Accreditation Manager

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

Rhonda Ferrell
City Manager

Attachment(s)



Police Department - September 2024 Status Report

Calls for Service

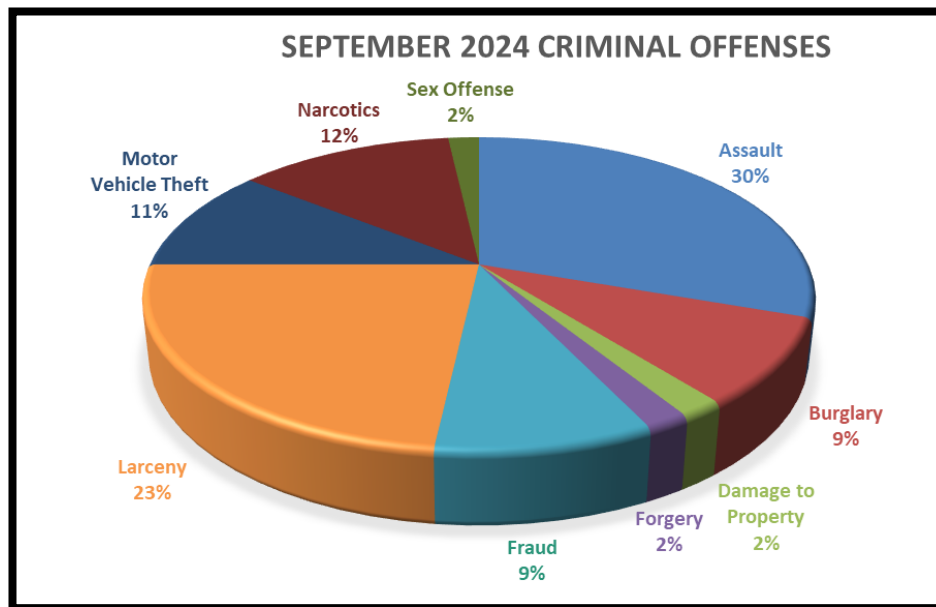
There were a total of 1,734 calls for service and self-initiated activity in the month of September, for a total of 15,152 calls for service year to date.

There were 234 incident reports written in the month of September, for a total of 2,409 for the year.

Adult & Juvenile Arrest/Charge Summary

Adult Arrests - 97 Juvenile Arrests - 2

<u>Offenses</u>			
Assault	17	Burglary	5
Damage to Property	1	Forgery	1
Fraud	5	Larceny	13
Motor Vehicle Theft	6	Narcotics	7
Sex Offense	1		



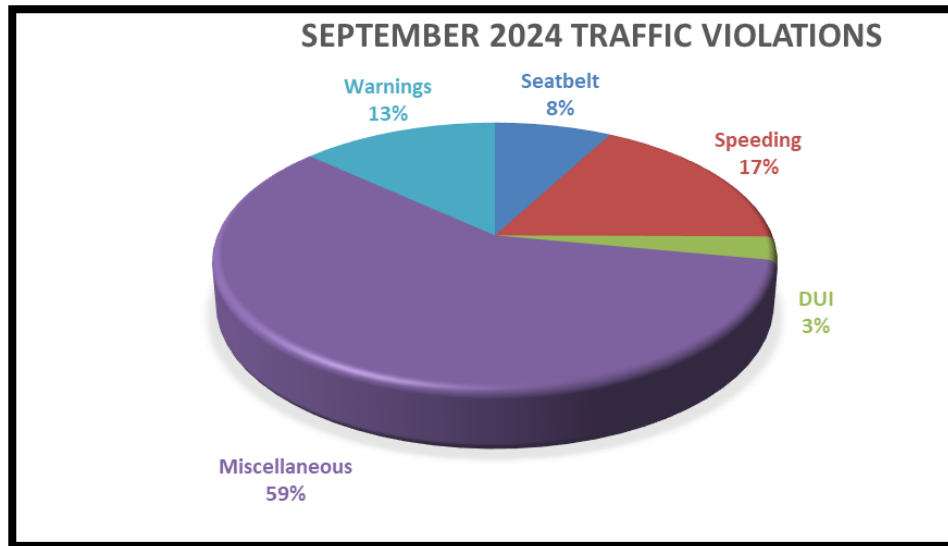
Current Month's Top Criminal Violations by District

	Daniel District 1	Ruiz District 2	Morris District 3	Lassiter, Jr. District 4	Tice District 5
Assault	1	6	5	3	3
Burglary	1	1	0	1	2
Damage to Property	0	0	0	1	2
Forgery	1	0	0	0	0
Fraud	0	1	1	2	0
Kidnapping	1	0	0	0	0
Larceny	5	2	9	3	2
MV Theft	2	0	4	0	0
Narcotics	1	2	2	1	1
Robbery	0	0	0	1	0
Stolen Property	0	0	1	0	0

School Zone Violations There were 66 citations issued for the school zone cameras on Kessler Avenue in September. A total of 895 citations have been issued for 2024.

Traffic Violations There were 1,019 traffic violations during September, 65 of which were commercial vehicle citations. A total of 11,716 traffic violations have been written for 2024.

<u>Traffic Violations Issued</u>	Speeding Violations	176	Fatalities	0
	Seat Belt Violations	80	Written Warnings	135
	DUI Citations	29	Miscellaneous Citations	599



Accidents

Total Accident Reports	63	
Public Roadway Accidents	42	Private Property Accidents 21

Open Records Requests The Garden City Records Clerk received and processed 173 Open Records requests for September. A total of 2,170 Open Records Requests have been processed in 2024.

Training During September 2024, police personnel reported a total of 187 hours of training. Some of the training classes the officers attended during the month were: Standardized Field Sobriety Testing, Taser 7 Operator, Latent Fingerprint Development, K-12 Active Shooter: Mindset to Win, Tactical First Aid, GACP District Training, and Intoxilyzer 9000 re-certification.

Items of Interest for September 2024

- The Garden City Police Department is proud to announce the promotion of five members of our team. The following officers were selected for promotion: Major Brian Hood, Sergeant Scott Butts, Corporals Jacob Bashaw, David Johnson, and Trenario Scott.
- The Police Department hosted a car seat installation and inspection event. We were able to provide a car seat to a family in need.
- A huge thank you to Vulcan Materials for their continued support of our Cops at Bus Stops program! Their generosity and donations contribute greatly to our youth outreach events.
- The Police Department had a great time hosting 2 COPS at Bus Stops at 3rd Street and Davis Avenue.
- The Department has 6 Police Officer vacancies.

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: October 10, 2024

SUBJECT: *Department of Public Works – Monthly Status Report*

Report in Brief

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

The operations detail contained in this report is for the month of September and all project related information is current as of 09/30/2024.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Virgil Moore
Title Director of Public Works

Rhonda Ferrell, City Manager

Attachment(s)



October 1 – 31, 2024,
Breast Cancer Awareness Month

Department of Public Works



Public Works Department

Monthly Status Report

Summary – September 2024

Operations & Maintenance:

Public Works personnel completed 10 **Resident Requests**, and 175 **Work Orders** for the month of August.

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

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

Storm Drainage:

- Ditch/Canal Maintenance: Dug – 3,000 ft., Cut – 3,850 ft.

Streets:

- Street Repairs – Potholes – Rommel Ave., Thirteen St., Godbee Ave., Shaw Ave., Big Hill Rd., and Old Louisville Road and Heidt. Filled various small potholes around the city.
- Street Sweeper Mileage – 0.00132
- Signs: Multiple Knockdowns/replacements – 05

Mixed Dry Trash Collection by City and Disposal:

- 00.00 Tons Collected – 35.86
- 00.00 Tons Collected Total Mixed Dry Trash – 251.44 YTD
- Cost of Tons Collected Total Mixed Dry Trash – 3,269.42
- Cost of Tons Collected Total Mixed Dry Trash YTD – 24,446.70
- 467.02 Tons Collected YTD taken to Savannah Regional Landfill

Trees:

- Removed 1 Live Oak Tree and all debris – 333 Salt Creek Road - \$4,600.00 – Southeastern Tree Service, Inc.

Savannah River Utilities – 4116 Augusta Avenue – Emergency Water Leak (2” Main) - \$5,750.00, Jack and Bore Sewer Line - 4220 Louisville Road - \$9,657.38, Pump Station Repair (Emergency/After Hours) - \$37,609.45.

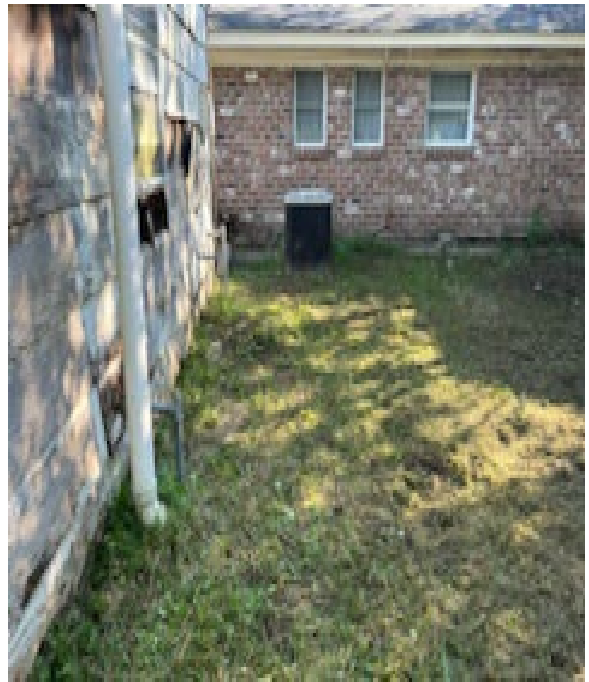
Garden City Police Department – Stop Sign on Town Center Drive at Sunshine Avenue was down. Sign has been replaced. Sunday, September 15, 2024.

Request to be cut by Code Enforcement September 11, 2024
97 Bays Avenue

Before

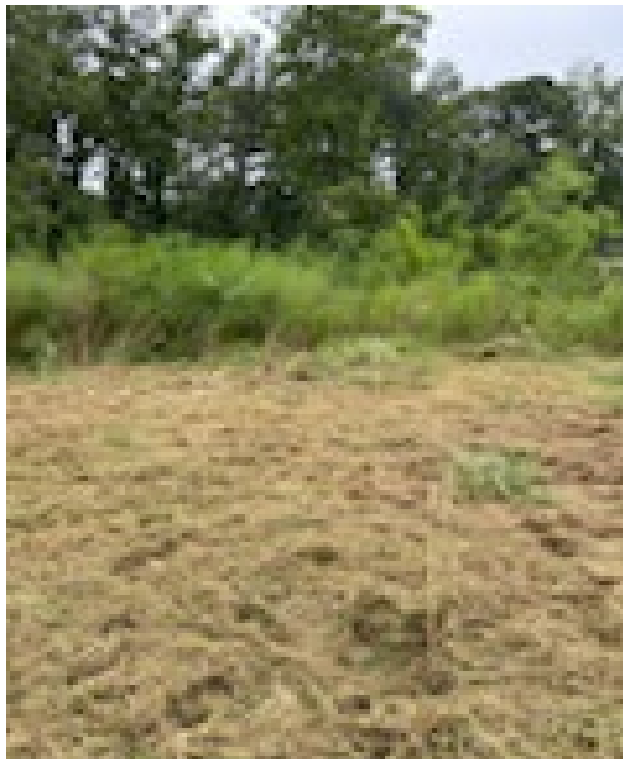


After



Request to be cut by Code Enforcement September 11, 2024
98 Bays

Before



After

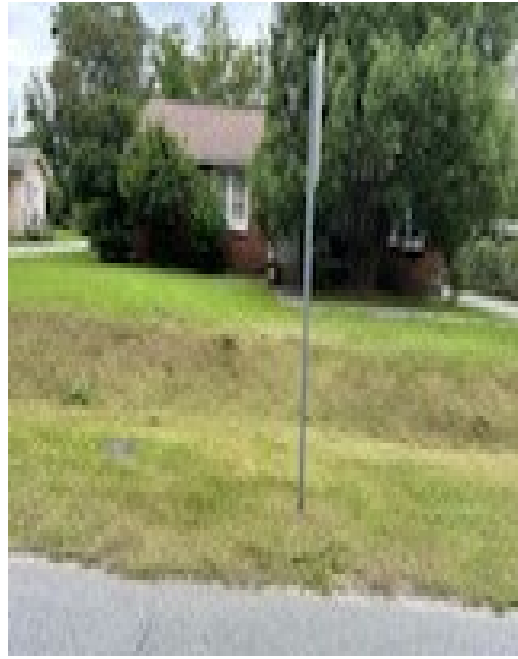


Request to be cut by Code Enforcement September 11, 2024
118 Smith Avenue

Before



After



Request to be cut by Code Enforcement September 10, 2024
4023 2nd Street

Before



After



REPORT TO MAYOR AND CITY

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL DATE: October 11, 2024

**SUBJECT: *Waste Water Treatment and Collections and Water Treatment
Monthly Status Report***

Report in Brief -

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

The operations detail contained in this report is for the month of September and all project related information is current as of 09/30/2024.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Dagny Pariani
Title Plant Manager

Rhonda Ferrell, City Manager

Attachment(s)



Happy Halloween
October 31, 2024

**Department of Wastewater Treatment
and Collection - Water Treatment**



**Department of Waste Water Treatment and Collections
and Water Treatment
Monthly Operating Report – September 2024**

DRINKING WATER & WASTEWATER TREATMENT SYSTEMS

EXECUTIVE SUMMARY

- The treatment plant received a total of 9.25 inches of rain during the month and treated 34.7 million gallons.
- The max EFF daily flow for the treatment plant was 4.45 MGD recorded on September 26, 2024.
- The water system withdrew a total of 27.5 MG from well facilities and purchased 1.0 MG from the Savannah Southbridge System (Town Center Water System) and 0.32 MG from Savannah I&D (Prosperity Drive)
- Monthly drinking water bacteriological sampling completed = passed
- Monthly water and wastewater reporting submitted to State = no violations reported
- System wide power outages caused by Hurricane Helene 9/26 – 10/5

ATTENTION ITEMS

- Clarifiers 1 and 2 – Southern Civil onsite installing the new equipment
- 3rd and 80 lift station rehab – Station running on bypass pump. Electrical contractor began install of new components
- WWTP Basin 2 aerator – awaiting bearing replacement
- WWTP drying beds – back pressure from drain box has caused several of the tiles to unseat. The beds need to be rehabbed
- Headworks upgrade – the headworks drum screen is overloaded and has no back up. Need to move forward with this project.
- Well 2 – EPD has requested the City either abandon the well or sign off on a full rehab

MAINTENANCE ITEMS - WATER

- Prosperity Drive system – Received notice from EPD about copper exceedance. GRWA completed source water sampling on our behalf
- Generator PM's completed



MAINTENANCE ITEMS - WASTEWATER

- Groves LS – Notified that station is now City responsibility. Immediately starts having problems. One pump has a burned-up motor and the other pump is nonfunctional due to a clogged discharge line. Station running on bypass
- 3rd and 80 LS – Running on bypass. Electrical contractor has installed new panel. Waiting on GA Power to connect
- Azalea LS – soft start replaced on pump 3. Station is fully operational
- Chatham City – generator alternator failed
- WWTP – Coolant fan in main plant generator failed. Rental generator unit brought in
- WWTP – Clarifier 1 startup complete. Contractor moved to clarifier 2 install
- WWTP belt press – Working with manufacturer for warranty repair on polymer pump
- Generator PM's completed

MISCELLANEOUS ITEMS

- Dexter Fortson SCADA waiting on IT to send computer for hardware install
- GRWA completed smoke testing on sewer lines in Smith Ave and Rossignol Hill areas

PERFORMANCE MATRIX

	Monthly Performance Indicator to Savannah River (mg/L)	Target or Limit (mg/L)
Flow, Monthly Avg.	1.2 MGD	2.0 MGD
TSS, Monthly Avg.	2	30
TSS, Weekly Avg.	3	45
TSS % Removal	99%	85%
BOD5, Monthly Avg.	5	30
BOD5, Weekly Avg.	8	45
BOD5 % Removal	96%	85%
Ammonia-N, Monthly Avg.	2.5	17.4
Ammonia-N, Weekly Avg.	3.9	26.1
Total Phosphorus, Monthly Avg.	2.47	Report
Fecal coliform, Monthly Avg.	2 CFU	200 CFU
Fecal coliform, Weekly Avg.	3 CFU	400 CFU
Chlorine, Daily Max	0.50	0.50
pH, Daily Min-Max	6.6 – 7.3	6.0-9.0
Dissolved Oxygen, Daily Min.	2.3	>2.0

REPORT TO MAYOR AND CITY COUNCIL

AGENDA ITEM

TO: THE HONORABLE MAYOR AND CITY COUNCIL **DATE: October 11, 2024**

SUBJECT: *Water and Sewer Operations Monthly Status Report*

Report in Brief -

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

The operations detail contained in this report is for the month of September and all project related information is current as of 09/30/2024.

Prepared by: Lynnette S. Hymes
Title Executive Administrative Assistant

Reviewed by: Geunmarth Vallada
Title Manager Water/Sewer Operations

Rhonda Ferrell, City Manager

Attachment(s)

Department of Water and Sewer Operations



Domestic Violence Awareness Month
October 2024



Department of Water and Sewer Operations Monthly Operating Report – September 2024

Water/Sewer Operations & Maintenance

Service Orders and Work Orders: 91 Service Orders, 35 Work Orders

Hydrant Services: 0

Water Line Services: 30

Located Services: 84

Utility Services:

- Meter Services: 0
- Connects: 32
- Disconnects: 41
- Delinquent Disconnects: 78

* Maintenance Services consist of repairs made for leaks at the meter, register repairs, box or lid replacements, as well as, requested cleaning services for apartments.

Sewer Operations and Maintenance:

- Gravity Main/Manhole Services: 2
- Lateral/Blockage Services: 2
- Sanitary Sewer Overflow Event: 0
- Storm Pipes Cleaned: 4
- Jet Vac: 4

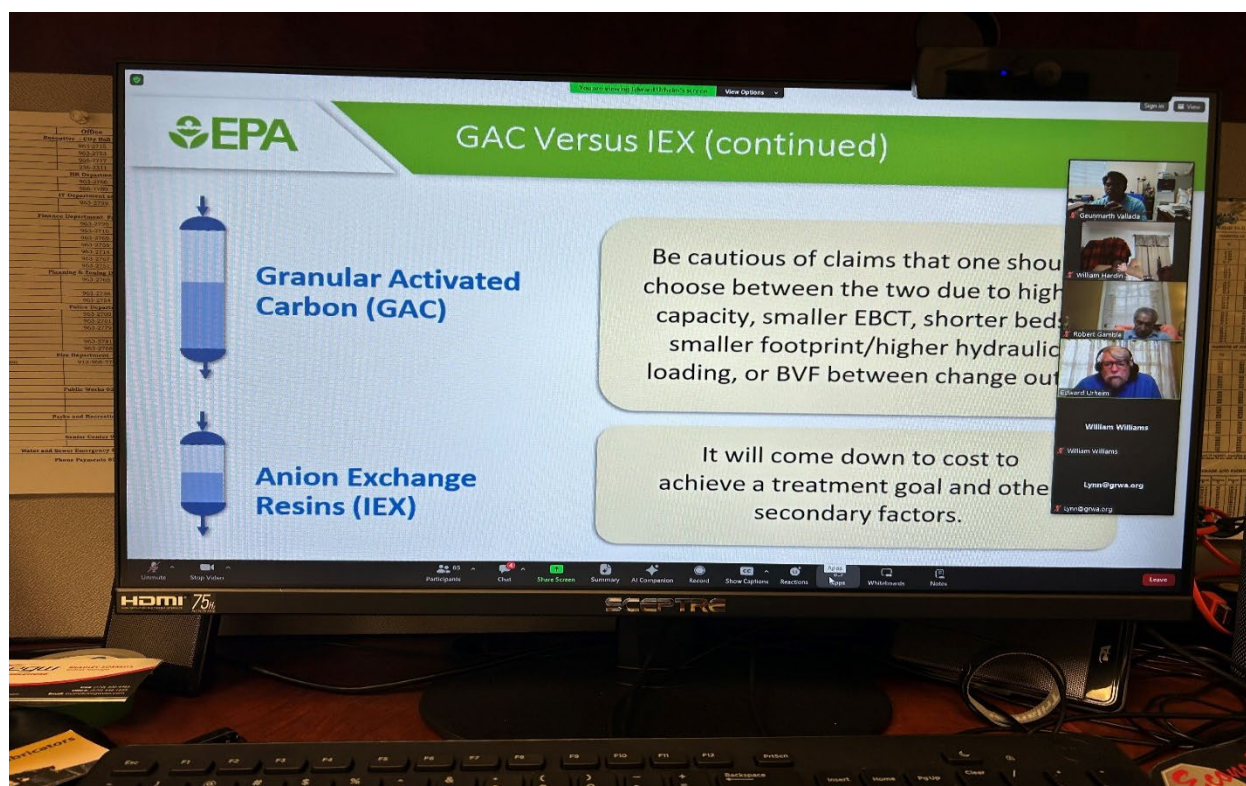
Bypass Setups – 8 Lift Stations



81 Bays Avenue – Placed Sod on the Grass after Meter Services 09-06-2024



APS Recycling with GC water operations September 3 to 7, 2024







Releasing air for effluent lines. Pipe Makers Canal September 27



Water leak repair 114 Oberlin Drive



Chatham Villa Drive Jetting out Culvert September 26, 2024



Clearing Culvert at Rommel Ave. September 26, 2024



Clearing Culvert at Rommel Ave. September 26, 2024



GARDEN CITY RESOLUTION

WHEREAS, the City is prepared to consummate its sale of real property measuring approximately 10.70 acres located along the northern side of U.S. Highway 80, just West of Griffin Avenue, at 2779 U.S. Highway 80, Garden City, Georgia, listed in the Office of the Chatham County Board of Assessors as Tax Parcel Nos. 6-0926-05-016, 6-0926-05-018, 6-0926-05-019, and 6-0926-05-020, on all of the terms and conditions of that certain Sales Contract between the City and Konter Development Company, Inc. (“Konter”), having an effective date of February 7, 2023, which Sales Contract has been previously amended by that certain Amendment to Sales Contract dated as of April 10, 2023, by that certain Second Amendment to Sales Contract having an effective date of May 8, 2023, by that certain Third Amendment to Sales Contract having an effective date of June 7, 2023, by that certain Fourth Amendment to Sales Contract having an effective date of July 6, 2023, by that certain Fifth Amendment to Sales Contract having an effective date of October 2, 2023, by that certain Sixth Amendment to Sales Contract having an effective date of January 2, 2024, by that certain Seventh Amendment to Sales Contract having an effective date of March 27, 2024, and by that certain Eighth Amendment to Sales Contract having an effective date of June 27, 2024, which Sales Contract has been assigned to The Preserve at Tranquil Pond, LLC (the “Sales Transaction”); and,

WHEREAS, the Mayor and Council have reviewed, or had the opportunity to review to the extent they chose to do so, the Sales Documents (as hereinafter defined) to be used in connection with the Sales Transaction, including but not limited to, deeds, affidavits, development agreements and other transfer documents (collectively, the “Sales Documents”) and consent and approve the Sales Transaction;

NOW, THEREFORE, be it resolved by the Mayor and Council of Garden City, GA, and it is hereby resolved that Bruce Campbell, as the Mayor of the City, is hereby authorized, on behalf of the City, and at his sole discretion under his signature (as attested to by the Clerk of Council), to negotiate, modify, execute, deliver, and accept the Sales Documents, all on such terms and conditions as the Mayor may deem to be in the best interest of the City, and to take any and all other action necessary, appropriate, advisable, required or convenient in connection therewith, and to execute any and all documents of any kind (any amendments to, or modifications of any thereof) necessary, appropriate, advisable, required or convenient to consummate the Sales Transaction and to carry in effect this Resolution, the necessity and propriety of any of the foregoing actions to be conclusively evidenced by the taking of such actions by the Mayor.

BE IT FURTHER RESOLVED, that any actions taken on or prior to the date hereof by the Mayor or the City Manager in connection with the Sales Transaction be and they hereby are approved, confirmed, ratified and adopted as actions of the City effective as of the date(s) such actions were taken, and the Mayor is authorized to take and do any such further acts and deeds, modify any documents related to the Sales Transaction, and execute and perform, for and in the name of the City, such documents, deeds, papers and instruments as are necessary, appropriate, advisable, required or convenient in order to effectuate the purposes and intents of this Resolution and to consummate the Sales Transaction, and the taking of any and all actions and deeds, and the execution and delivery of any such documents, deeds, papers and instruments is hereby ratified

and approved, the necessity or propriety of any of the foregoing actions to be conclusively evidenced by the taking of such actions by the Mayor.

ADOPTED AND APPROVED this 21st day of October, 2024.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this 21st day of October, 2024.

BRUCE CAMPBELL, Mayor

A RESOLUTION AUTHORIZING THE CITY OF GARDEN CITY TO ENGAGE THE SERVICES OF CHATHAM ENGINEERING, LLC, IN CONNECTION WITH ADDING A GENERATOR OR UPGRADING THE CURRENT GENERATOR IN CITY HALL; TO AUTHORIZE THE CITY'S CITY MANAGER TO EXECUTE A LETTER PROPOSAL FOR SUCH SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, Garden City, Georgia, is desirous of engaging the engineering services of Chatham Engineering, LLC, to assist it with either adding a generator or upgrading the current generator at City Hall to ensure that all of the power needs of the of the facility are provided for during electrical power outages; and,

WHEREAS, the generator to be installed or upgraded will have a transfer switch, sub-base fuel tank, and bypass switch to allow connections to portable generators in the event that it fails, runs out of fuel, or cannot, on its own, meet all of the power needs of City Hall; and,

WHEREAS, Chatham Engineering, LLC, has offered to develop plans and specifications for both an upgraded or additional generator for consideration by Mayor and Council, to solicit bids for either the additional or upgraded generator as determined by Mayor and Council, to evaluate the contractor proposals, and to provide construction administrative services for the upgrade or installation work; and,

WHEREAS, Chatham Engineering, LLC, is well-qualified to provide such services, having been previously engaged by the City as the engineer on a number of projects for the City, and carrying professional liability insurance coverage of \$1,000,000.00 for its work; and,

WHEREAS, Chatham Engineering, LLC, has submitted a letter proposal to perform the above-mentioned scope of work at a fee of \$39,700.00 plus reimbursable expenses as set forth therein, which falls in line with the charges previously paid by the City for such engineering services rendered on comparable projects, and which may be funded by the City's FY2024 General Fund Budget, a copy of said letter proposal being attached hereto as Exhibit "A";

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

1. Based on the findings and recommendations of the City's retained engineer, the City shall either add a generator or upgrade the current generator at City Hall to ensure that all of the power needs of the of the facility are provided for during electrical power outages. The non-engineering costs associated with the addition or upgrade of a generator shall be provided for in the City's FY 2025 Capital Projects Fund Budget.

2. The City shall engage the professional engineering services of Chatham Engineering, LLC, to develop plans, solicit and evaluate contractor bids, and provide construction administrative services for either adding a generator or upgrading the current generator in City Hall. The determination of whether the City adds a generator or upgrades its current generator shall be determined by Mayor and Council based on the engineering company's findings and recommendations.
2. The City Manager is hereby authorized to execute, on behalf of the City, the letter proposal attached hereto as Exhibit "A" defining both the scope and establishing the engineering fee of \$39,700.00 plus reimbursable expenses, for the performance of the above-described work, as well as any other documents necessary to complete the work in accordance therewith. The engineering costs shall be funded by the City's General Fund in accordance with the City's FY 2024 Budget.

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

SO RESOLVED this ____, October, 2024.

TONYA ROPER, Clerk of Council

Received and approved this ____ day of October, 2024.

BRUCE CAMPBELL, Mayor



August 16, 2024

Garden City
Attn: Ben Brengman
100 Main St
Garden City, GA 31408

Via e-mail: bbrengman@gardencity-ga.gov

RE: New Generator for City Hall
Garden City, GA

To Whom it May Concern:

Thank you for requesting a proposal for our engineering services for the above-referenced project. This proposal outlines our scope of work, fee and general contractual items based on our knowledge of the project.

Scope of Work:

Provide electrical design services to design a new emergency generator to serve all the loads in the existing City Hall based on the following:

1. Visit site to review existing conditions.
2. Meet with GA Power engineer to review scope of work.
3. Design new generator, transfer switch, sub-base fuel tank and bypass switch to allow connection to portable generator. Design to include modifying or adding brick wall and modifying existing lawn sprinkler and area drainage system. Design to include phasing plan to minimize outages to City Hall by specifying temporary portable generator to power City Hall during construction. Design to include stepping on loads during and after transfer of load.
4. Civil design to address relocating lawn sprinkler and catch basin. Does not include obtaining civil permit.
5. Provide plans and specifications ready for bidding, to include Garden City front end documents.
6. Bidding - Attend pre-bid meeting and issue addendums to bidders.
7. Construction Administration
 - a. Review contractor submittals.
 - b. Site Visits - Visit site to review contractor's work and to review pay requests. Proposal based on 6 site visits to include pre-construction meeting, pre-final and final construction reviews. Delivery of generator and emergency equipment currently is estimated to be 50 weeks after review of shop drawings.
 - c. Provide record drawings based on contractor markups.

Chatham Engineering Company, LLC
109 Park of Commerce Drive, Suite 6 • Savannah, GA 31405-1396
T 912 • 238 • 2400 f 912 • 238 • 2412

Fee Computation

Our fees for the above referenced Scope of Work will be as follows:

Site Visit	\$2,700.00
Design	\$22,400.00
Bidding	\$2,400.00
Construction Administration	<u>\$12,200.00</u>
Total	\$39,700.00

This fee is valid for a period of ninety (90) days from the date of this proposal.

Additional Services:

Any other services outside the above referenced Scope of Work will be billed based on the hourly billing rates of the personnel performing the work. Our range of hourly rates is listed below:

Sr. Engineer	\$150.00 - \$225.00 per hour
Engineer	\$100.00 - \$150.00 per hour
Designer	\$90.00 - \$170.00 per hour
CAD Operator	\$75.00 - \$90.00 per hour
Specification Editor	\$65.00 - \$90.00 per hour
These rates are subject to change annually.	

Reimbursable Expenses:

Out-of-town mileage at current federal rate (currently \$0.67/mile), printing (other than for in-house coordination), photography, overnight mailing (if necessary) or any other expenses incurred will be reimbursable at cost.

We will invoice this project on a monthly basis for work complete. Payment will be due within 30 (THIRTY) days from the date of the invoice. In the event payment is not made, a 1-1/2% per month interest charge on the unpaid balance will be added.

Our professional liability on this project will be limited to \$1,000,000.00 (ONE MILLION DOLLARS).

Should the project be terminated, all services rendered through the date of the receipt of the written termination to stop work shall be paid in full by the client.

If you concur with the above, please sign and return a copy of this proposal to us for our files. *Our firm requires a signed agreement for all projects.*

Again, we appreciate the opportunity to work with you on this project. If you have any questions, please call at your convenience.

Sincerely,

Acknowledged & Accepted


S. Michelle Peavler, P.E.

(Date)

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RESOLUTION

AN RESOLUTION APPROVING THE RATIFICATION THE CITY MANAGER'S NOTICE TO CROWDERGULF, LLC, TO PROCEED PERFORMING STORM DEBRIS REMOVAL, REDUCTION, AND DISPOSAL SERVICES IN CONNECTION WITH HURRICANE HELENE PURSUANT TO CONTRACT DATED JANUARY 1, 2022; APPROVING THE ALLOCATION OF AN AMOUNT NOT TO EXCEED \$1,500,000.00 FOR SUCH SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE OF SUCH SERVICES; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on or about January 1, 2022, the Mayor and Council approved a two-year agreement (the "Agreement") with CrowderGulf, LLC, for storm debris removal, reduction, and disposal services, said Agreement having one extension option for a two-year period which was exercised by the City; and,

WHEREAS, on September 30, 2024, during the Local State of Emergency declared by the Mayor and City Manager on September 25, 2024, the City Manager provided CrowderGulf, LLC, with a Notice to Proceed pursuant to the Agreement for commencing the performance of storm debris removal, reduction, and disposal services in connection with Hurricane Helene; and,

WHEREAS, on October 3, 2024, the City received a cost estimate from CrowderGulf, LLC, in the amount of \$922,275.00 for performing storm debris removal, reduction, and disposal services in connection with Hurricane Helene, said estimate being attached hereto as Exhibit "A"; and,

WHEREAS, CrowderGulf, LLC, has notified the City that the actual cost for its services may be as high as \$1,500,000.00 due to the extraordinary high volume of debris generated by Hurricane Helene;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Garden City, GA, that the City hereby ratifies the City Manager's providing notice to CrowderGulf, LLC, to commence the performance of storm debris removal, reduction, and disposal services in connection with Hurricane Helene pursuant to the terms and provisions of the Agreement.

BE IT FURTHER RESOLVED that the cost estimate of CrowderGulf, LLC, in the amount of \$922,275.00 for performing storm debris removal, reduction, and disposal services in connection with Hurricane Helene as set forth in the attached Exhibit A is hereby approved.

BE IT FURTHER RESOLVED, that an additional amount not to exceed \$577,725.00 be allocated and spent for storm debris removal, reduction, and disposal services performed by

CrowderGulf, LLC, in connection with Hurricane Helene to the extent that the actual costs for such services exceed the estimated costs for such services.

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute all documents necessary to effectuate this transaction.

This Resolution shall become effective upon its adoption.

ADOPTED AND APPROVED this _____ day of October, 2024.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this _____ day of October, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

City of Garden City, GA Hurricane Helene Debris Cost Estimate					
Date 10.8.2024					
Debris Qty Estimate based on assessment and industry standards					
	Description	UNIT	ESTIMATED QUANTITY	UNIT RATE	ESTIMATED COST
	Veg Debris - pickup veg debris from ROW and haul to DMS 0-15 Miles	CY	40,000.00	\$ 7.60	\$ 304,000.00
	Veg Debris - pickup veg debris from ROW and haul to DMS >15-30 Miles	CY		\$ 7.90	\$ -
	Veg Debris - pickup veg debris from ROW and haul to DMS >30-60 Miles	CY		\$ 8.25	\$ -
	Veg Debris - pickup veg debris from ROW and haul to DMS >60 Miles	CY		\$ 8.50	\$ -
	Veg Debris - pickup veg debris from ROW and haul to TDAS 0-15 Miles	CY		\$ 7.60	\$ -
	Veg Debris - pickup veg debris from TDAS and haul to DMS or Final Disposal 0-15 Miles	CY		\$ 7.60	\$ -
	Veg Debris - pickup veg debris from TDAS and haul to DMS or Final Disposal >15-30 Miles	CY		\$ 7.90	\$ -
	Veg Debris - pickup veg debris from TDAS and haul to DMS or Final Disposal >30-60 Miles	CY		\$ 8.25	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to DMS 0-15 Miles	CY		\$ 7.60	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to DMS >15-30 Miles	CY		\$ 7.90	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to DMS >30-60 Miles	CY		\$ 8.25	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to DMS >60 Miles	CY		\$ 8.50	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to Landfill 0-15 Miles	CY		\$ 9.20	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to Landfill >15-30 Miles	CY		\$ 10.20	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to Landfill >30-60 Miles	CY		\$ 12.90	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (NON-RACM) material from ROW and haul to Landfill >60 Miles	CY		\$ 14.00	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to DMS 0-15 Miles	CY		\$ 7.60	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to DMS >15-30 Miles	CY		\$ 7.90	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to DMS >30-60 Miles	CY		\$ 8.25	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to DMS >60 Miles	CY		\$ 8.50	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to Landfill 0-15 Miles	CY		\$ 9.20	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to Landfill >15-30 Miles	CY		\$ 10.20	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to Landfill >30-60 Miles	CY		\$ 12.90	\$ -
	C&D Debris - pickup C&D debris or Mixed Debris (RACM) material from ROW and haul to Landfill >60 Miles	CY		\$ 14.00	\$ -
	Remove and transport White Goods from ROW to DMS.	Per Unit		\$ 30.00	\$ -
	Remove and transport White Goods from ROW to Recycling Facility or approved disposal facility.	Per Unit		\$ 40.00	\$ -
	Transport from DMS to Recycling Facility or approved disposal facility.	Per Unit		\$ 20.00	\$ -
	Freon Removal / Recycling Management	Per Unit		\$ 35.00	\$ -
	Electronic Waste Removal from ROW and Dispose at City approved Site.	Per Unit		\$ 35.00	\$ -

Removal of hazardous trees (leaning or damaged) from ROW or public property that are 13" to 24" with the trunk measured at DBH.	Each	100.00	\$ 140.00	\$ 14,000.00
Removal of hazardous trees (leaning or damaged) from ROW or public property that are >24"-36" with the trunk measured at DBH.	Each	100.00	\$ 225.00	\$ 22,500.00
Removal of hazardous trees (leaning or damaged) from ROW or public property that are 36"-48" with the trunk measured at DBH.	Each	20.00	\$ 285.00	\$ 5,700.00
Removal of hazardous trees (leaning or damaged) from ROW or public property that are >48" with the trunk measured at DBH.	Each	20.00	\$ 340.00	\$ 6,800.00
Removal of hazardous hanging limbs from ROW or public property that are >2 inches.	Per Tree	2,000.00	\$ 75.00	\$ 150,000.00
Demolition of Structures 0-15 Miles one-way (NON-RACM)	CY		\$ 14.95	\$ -
Demolition of Structures >15-30 Miles one-way (NON-RACM)	CY		\$ 15.95	\$ -
Demolition of Structures >30-60 Miles one-way (NON-RACM)	CY		\$ 16.95	\$ -
Demolition of Structures >60 Miles one-way (NON-RACM)	CY		\$ 17.95	\$ -
Demolition of Structures 0-15 Miles one-way (RACM)	CY		\$ 19.95	\$ -
Demolition of Structures >15-30 Miles one-way (RACM)	CY		\$ 20.95	\$ -
Demolition of Structures >30-60 Miles one-way (RACM)	CY		\$ 21.95	\$ -
Demolition of Structures >60 Miles one-way (RACM)	CY		\$ 22.95	\$ -
Grinding/Chipping vegetative debris, based on Incoming Cys	CY	40,000.00	\$ 2.90	\$ 116,000.00
Burning veg debris, based on Incoming Cys	CY		\$ 1.90	\$ -
Processing and/or compacting C&D materials and mixed debris, based on Incoming Cys	CY		\$ 2.50	\$ -
Processing and/or compacting concrete materials and masonry, based on Incoming Cys	CY		\$ 2.50	\$ -
Debris Management Site Management	CY	40,000.00	\$ 1.25	\$ 50,000.00
Load and Transport processed vegetative debris from DMS to final disposal. (0 to 15 miles)	CY	11,500.00	\$ 3.25	\$ 37,375.00
Load and Transport processed vegetative debris from DMS to final disposal. (>15-30 miles)	CY		\$ 3.90	\$ -
Load and Transport processed vegetative debris from DMS to final disposal. (>30-60 miles)	CY		\$ 4.50	\$ -
Load and Transport processed vegetative debris from DMS to final disposal. (>60 miles)	CY		\$ 5.60	\$ -
Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (0 to 15 miles)	CY		\$ 3.75	\$ -
Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>15-30 miles)	CY		\$ 4.75	\$ -
Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>30-60 miles)	CY		\$ 5.75	\$ -
Load and Transport compacted C & D and Mixed Materials from DMS to final disposal. (>60 miles)	CY		\$ 6.75	\$ -
Cleaning and clearing of storm drain lines. Drain line diameter 0 to 15 inches.	LF		\$ 6.00	\$ -
Cleaning and clearing of storm drain lines. Drain line diameter >15 to 36 inches.	LF		\$ 8.00	\$ -
Cleaning and clearing of storm drain lines. Drain line diameter >36 inches.	LF		\$ 12.00	\$ -
Debris to be place at the ROW for collection as storm debris.	CY		\$ 8.00	\$ -
Cleaning and clearing of catch basins and inlets. 4' x 4'	Each		\$ 120.00	\$ -
Cleaning and clearing of catch basins and inlets. 8' x 8'	Each		\$ 250.00	\$ -
Cleaning and clearing of catch basins and inlets. 10' X 10'	Each		\$ 300.00	\$ -
Cleaning and clearing of catch basins and inlets. 20' x 20'	Each		\$ 600.00	\$ -
Total Contract Items				\$ 722,275.00
Estimated Pass Through Items				
Estimated Tipping Fees				\$ 200,000.00
Total Estimate				\$ 922,275.00
Please note this is only an estimate. Involcing will be based on actual quantittles reconciled by the monitoring firm.				



G A R D E N C I T Y

Memo

To: Rhonda Ferrell, City Manager

From: Benjamin Brengman, Information Technology/Special Projects Director 

Re: Crowder Gulf Debris Removal

Date: 10/9/24

The City of Garden City initiated the service contract with Crowder Gulf after Hurricane Helene's storm during the emergency declaration signed by the mayor. After inspecting the city's damages, Crowder Gulf estimated that the cost of debris removal would be \$922,275.00, but the cost could be higher if the quantity of debris increases. It is recommended that we draft a resolution to go to the City Council for formal consideration with a not-to-exceed \$1.5 million in the case the debris removal quantities increase.

These costs will be recovered by FEMA per the emergency declaration signed by the President of the United States.

Attached is the estimation from Crowder Gulf.

RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT WITH KATHERINE C. WARD, JIM RABBon WARD, III, AND MELISSA ALBRECHT FOR USE OF A 6.14 -ACRE PARCEL LOCATED AT 1342 DEAN FOREST ROAD IN GARDEN CITY, GEORGIA, FOR USE AS A TEMPORARY DEBRIS STAGING AND REDUCTION SITE TO STORE, MANAGE AND REDUCE STORM DEBRIS GENERATED BY HURRICANE HELENE, AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of Garden City, Georgia, has determined heretofore that it is essential for the City to identify and lease property within the City to be used as a temporary debris staging and reduction site to store, manage and reduce (by chipping and grinding), storm debris generated by hurricanes which is collected by the City's licensed debris management contractor or subcontractors from local public residential, commercial and industrial properties, streets, roads, and other rights-of-way, and other sites within the City as may be directed by the City Manager; and,

WHEREAS, the City Manager and the City's current debris management contractor, to-wit, CrowderGulf, LLC, have inspected that certain 6.14-acre parcel of land owned by Katherine C. Ward, Jim Rabbon Ward, and Melissa Albrecht at 1342 Dean Forest Road in Garden City, Georgia, and have found it to have the size, location, and topography essential for its use as a debris staging and reduction site in response to the property damage caused by Hurricane Helene; and,

WHEREAS, Katherine C. Ward, Jim Rabbon Ward, and Melissa Albrecht offered to enter into a lease (the "Lease") with the City for the above-described property which (a) provides for a term of six (6) months running from October 7, 2024, through April 7, 2025, and (b) charges monthly rent at the rate of Five Thousand and 00/100 Dollars (\$5,000.00), which monthly rent shall commence accruing on the date whenever the City commences occupancy and/or use of the leased premises for use as a debris staging and reduction site; and,

WHEREAS, on October 3, 2024, during the Local State of Emergency declared by the Mayor and City Manager on September 25, 2024, the City Manager executed the Lease as well as an assignment of the City's interest in the Lease to CrowderGulf, LLC (the "Assignment"); and,

WHEREAS, the City, through its Mayor and City Manager, has charter authority to enter into leases for the purpose of performing its governmental function of protecting and preserving the person and property of its residents during times of emergencies; and,

WHEREAS, copies of the Lease and Assignment are collectively attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED:

1. The Mayor and Council of Garden City, Georgia, find that the leasing of the above mentioned 6.14-acre parcel owned by Katherine C. Ward, Jim Rabbon Ward, and Melissa Albrecht at 1342 Dean Forest Road in Garden City, Georgia, and the assignment of such

Lease to CrowderGulf, LLC, are essential to the performance of the City's governmental function of protecting and preserving the person and property of its residents from the damaging effects of Hurricane Helene. Accordingly, the Lease and Assignment are hereby approved, and the City's Manager act of executing same is hereby ratified.

2. The City Manager is hereby authorized and directed in the name and on behalf of the City to do all things necessary or appropriate to effectuate the purposes hereof.
3. This Resolution shall be effective immediately.

This ____ day of October, 2024.

ADOPTED AND APPROVED this ____ day of October, 2024.

TONYA ROPER, Clerk of Council

Received and approved this ____ day of October, 2024.

BRUCE CAMPBELL, Mayor

EXHIBIT "A"

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

THIS LEASE INDENTURE is made as of the 3 day of October, 2024, between KATHERINE C. WARD, JIM RABON WARD, III, and MELISSA ALBRECHT, all of Chatham County, Georgia ("Lessors"), and GARDEN CITY, GEORGIA, a Georgia municipal corporation ("Lessee"):

Lessors, in consideration of the rent later specified to be paid by Lessee, and the covenants and agreements later contained, by the Lessee to be performed, have let unto the Lessee a 6.14 acre portion of Lot 202A of the Subdivision of Lot 202, Silk Hope Farms Subdivision, Garden City, Chatham County, Georgia, more commonly known as 1342 Dean Forest Road, Garden City, Georgia, and having a Chatham County, Georgia, Property Identification Number of 60990 02001A (the "Leased Premises") A copy of the Chatham County, Georgia, Tax Map showing the subject property is attached hereto as Exhibit "A".

To hold unto Lessee on the following terms and conditions:

1. Term: The term of this lease shall be six (6) months, commencing on the date when the condition precedent to this lease set forth in Paragraph 7 is satisfied. If such condition is not satisfied by October 19, 2024, Lessors may, by notice to Lessee, cancel this lease, in which event the parties shall be discharged from all obligations.

2. Rental: Lessee agrees to pay to Lessors as monthly rent for the Leased Premises the sum of Five Thousand and No/100's (\$5,000.00) Dollars, which monthly rental shall be paid in advance at the commencement of the lease and on the first (1st) day of each month thereafter. The rent for the first and last months of the lease term shall be pro-rated based on the number of days during which the Lease has been in effect for those months.

3. Purposes: The Leased Premises shall be used by Lessee solely as a temporary debris staging and reduction site to store, manage, and reduce (by chipping and grinding), storm debris generated by Hurricane Helene collected by Lessee's licensed debris management contractors or subcontractors from local public, residential, commercial, and industrial properties, streets, roads, other rights-of-way, and other sites within Garden City as may be directed by Lessee. The debris will consist of only dry trash and vegetative materials which, once reduced by chipping and grinding, will be

hauled away to a licensed and permitted final disposal site. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Leased Premises and its occupancy thereof, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violations or nuisances in or upon the Leased Premises which are connected with Lessee's use of the Leased Premises. Any improvements required to be made to the Leased Premises due to Lessee's use and occupancy of the Leased Premises and the manner in which Lessee conducts its debris storage, management, and reduction operations on the Leased Premises shall be made at Lessee's sole cost and expense. Lessee will be responsible for securing any permits which may be required in order to perform its use of the Leased Premises. Lessee shall not dispose of any hazardous wastes of any kind on said Leased Premises and shall not conduct any activity on said Leased Premises which may or does require a hazardous waste treatment, storage or disposal facility permit from either the federal or state agencies. All dry trash and vegetative materials stored, managed, and reduced, on the Leased Premises shall be removed within thirty (30) days of receipt on the Leased Premises, and in any event, no later than the expiration of the Lease. The Leased Premises shall not be used for any other purposes without the written consent of Lessors being first obtained. Only City employees or employees of City contractors/subcontractors shall enter the Leased Premises, and employees of contractors/subcontractors shall be accompanied by City employees at all times while on the Leased Premises. Lessee's operations on the Leased Premises may be conducted 24 hours a day, seven days per week.

4. Property Improvements: Lessee shall secure the Leased Premises and make such other changes, alterations or improvements as may be necessary to fit the Leased Premises for its proposed use, at its sole cost and expense. All equipment (including trucks and trailers) and improvements of every kind installed by Lessee shall remain the property of Lessee, who may remove them upon the termination of this lease, provided, that such removal shall be done in such a manner as not to injure or damage the Leased Premises; and provided, further, that should Lessee fail to remove the improvements as above provided, Lessors at their option, may require Lessee to remove them. In the event that Lessee shall fail to remove the improvements within thirty (30) days after receipt of notice from Lessor, Lessors may remove them and dispose of them as they see fit; in such case, Lessee will pay Lessors upon demand the cost of that

removal, plus the cost of transportation and disposition of that which is removed.

5. Maintenance: Lessee represents that it has inspected and examined the Leased Premises and accepts them in their present condition, and agrees that Lessors shall not be required to make any improvements or repairs upon the Leased Premises demised or any part of them. Lessee agrees to keep the Leased Premises safe and in good order and condition at all times during the lease term, and upon expiration of this lease, or at any sooner termination, Lessee will quit and surrender possession of the Leased Premises peaceably and in as good order and condition as the Leased Premises were at the commencement of the term, reasonable wear, tear, and damage by the elements excepted. Lessee further agrees to leave the Leased Premises free from all nuisance and dangerous and defective conditions.

6. Liability: To the extent permitted by law, Lessee shall save Lessor harmless from any loss, cost, or damage that may arise in connection with this lease or the use of the Leased Premises by Lessee, or its agents, contractors, subcontractors, and employees. Lessee shall, during the lease term, maintain in effect bodily injury and property damage liability insurance in connection with the use and condition of the Leased Premises in amounts of not less than \$1,000,000.00 single limit liability. Lessee shall also keep in full force and effect during the term of the Lease worker's compensation coverage.

7. Condition Precedent to Lease: The effectiveness of this lease is conditioned upon the approval of the Leased Premises for use by Lessee as a temporary debris staging and reduction site for dry trash and vegetative materials by the Environmental Protection Division of the Georgia Department of Natural Resources. Further prior to commencement of this lease, Lessee shall provide to Lessors an operational plan and a list of equipment to be utilized on the Leased Premises.

8. Default: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessee, and such default continues to exist ten (10) days after Lessee receives from Lessors a written notice of the default and demand to cure same, then in that event, Lessors may terminate and end this lease, immediately,

and Lessors may enter upon the Leased Premises and remove all persons and property, and Lessee shall not be entitled to any money previously paid to Lessors; in the event Lessors shall bring a legal action to enforce any of the terms of this lease, or to obtain possession of the Leased Premises by reason of any default of Lessee, or otherwise, Lessee agrees to pay Lessors all costs of such legal action including reasonable attorney fees actually incurred.

9. Holding Over: In the event that Lessee shall hold over and remain in possession of the Leased Premises with the consent of Lessors, the holding over shall be deemed to be from month to month only, and upon all of the same rents, terms, covenants, and conditions as contained herein.

10. Notices: Any notices that are required here, or which either Lessors or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, addressed to Lessee at 100 Central Avenue, Garden City, Georgia 31405; Attention Rhonda Ferrell-Bowles, City Manager, or addressed to Lessor at 103 Wild Turkey Lane, Pooler, Georgia 31322, Attention Katherine C. Ward.

11. Assignments: Lessee may assign this lease to any bonded, permitted, and licensed debris management contracting company provided that the original Lessee remain primarily liable for the performance of all terms of this lease.

12. Successors in Interest: All of the terms, covenants, and conditions contained here shall continue, and bind all successors in interest of Lessee and Lessors.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this instrument has been executed by KATHERINE C. WARD, JIM RABBOB WARD, III, and MELISSA ALBRECHT, and GARDEN CITY, GEORGIA, has caused their presents to be executed by its City Manager, attested by the City Clerk, and affixed with its seal, all as of the day and year first above written.

LESSORS:

Katherine C. Ward (L.S.)
Katherine C. Ward

Jim Rabbon Ward, III (L.S.)
Jim Rabbon Ward, III

Melissa Albrecht (L.S.)
Melissa Albrecht

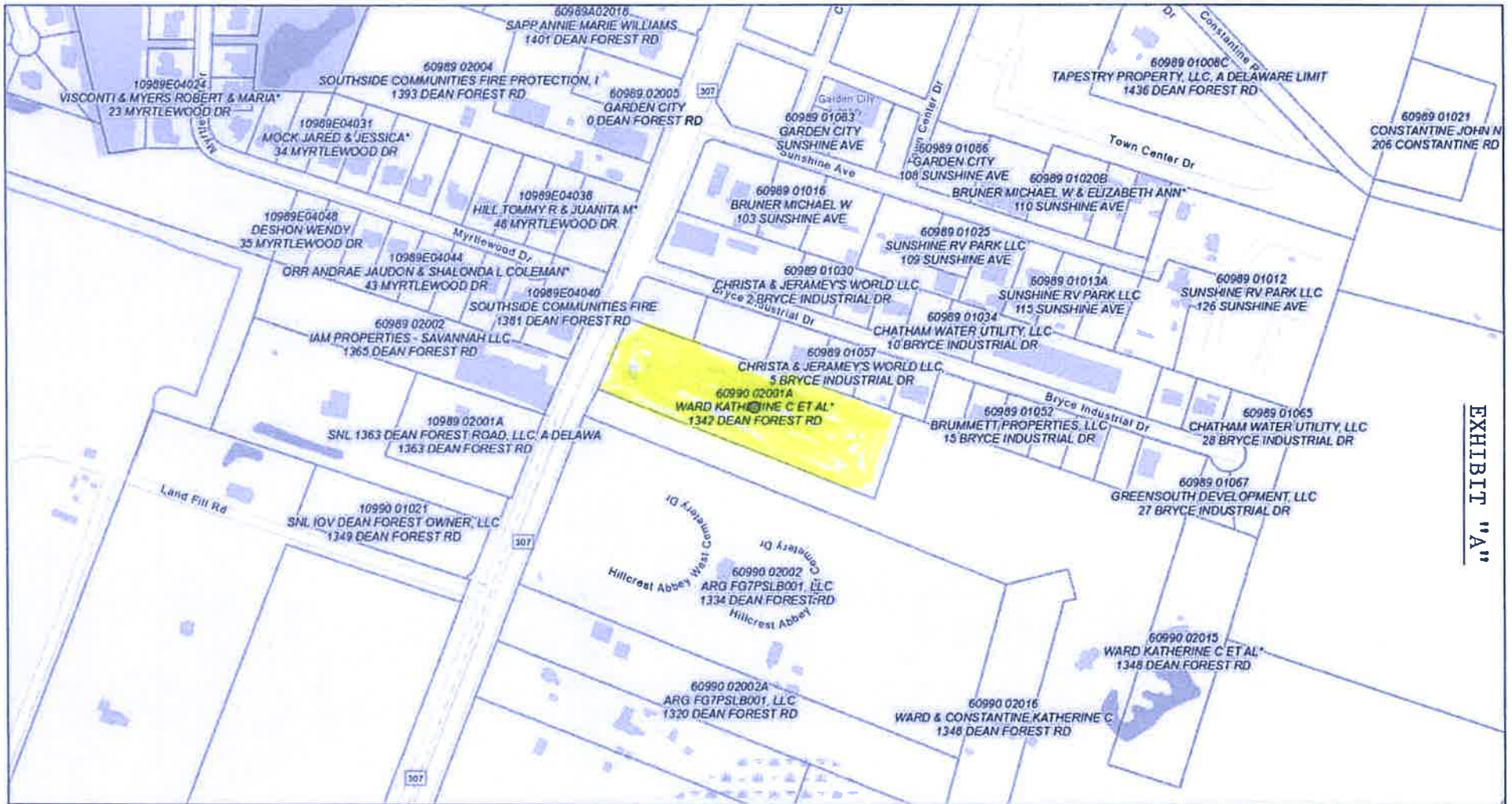
LESSEE:

GARDEN CITY, GEORGIA

By: Rhonda Ferrell-Bowles
Rhonda Ferrell-Bowles, City Mgr.

Attest: Tonya Roper
Tonya Roper, Ck. Of Council

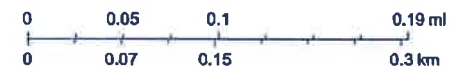
SAGIS Map Viewer



10/3/2024, 1:21:28 PM

- Owner, PIN and Address Labels
- Property Boundaries (Parcels)

1:4,514



Earl Community Maps Contributors, City of Hinesville, Savannah Area GIS, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, SAGIS

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

ASSIGNMENT OF LEASE

For valuable consideration, the receipt and adequacy of which are expressly acknowledged, assignor and assignee agree that:

1. Definitions. In this assignment, the following terms have the meanings given to them.

- (a) Assignor: Garden City, Georgia
- (b) Assignee: CrowderGulf, LLC
- (c) Lease: Lease dated October 3, 2024, between Katherine C. Ward, Jim Rabbon Ward, III, and Melissa Albrecht, as Lessors, and Assignor, as Lessee, for the below-defined Premises (the "Lease").
- (d) Premises: a 6.14 acre portion of Lot 202A of the Subdivision of Lot 202, Silk Hope Farms Subdivision, Garden City, Chatham County, Georgia, more commonly known as 1342 Dean Forest Road, Garden City, Georgia, and having a Chatham County, Georgia Property Identification Number of 60990 02001A (the "Leased Premises").
- (e) Date: October 4, 2024
- (f) Delivery of possession: As determined by Paragraph 4 of the Lease.

2. Assignment and Delivery of the Premises. Assignor assigns to Assignee, effective as of the date hereof, all of Assignor's right, title, and interest in the Lease. Assignor will deliver possession of the Premises to Assignee on the date determined by Paragraph 4 of the Lease, or on such other date as may be set forth above for delivery of possession.

3. Assumption and Acceptance of the Premises. Assignee assumes and agrees to perform each and every obligation of Assignor under the Lease, effective as of the date hereof. Assignee will accept the Premises in their condition as of the date hereof.

4. Assignor's Warranties. Assignor warrants to Assignee that (a) the Lease is in full force and effect and unmodified, (b) Assignor's interest in the Lease is free and clear of any liens, encumbrances, or adverse interests of third parties, (c) Assignor has full and lawful authority to assign its interest in the Lease, and (d) there is no default under the Lease or any circumstances which by lapse of time or after notice would be a default under the Lease. The warranties contained in this paragraph will be true as of the date of Assignor's execution of this Assignment, and these warranties will survive said date.

5. Mutual Indemnification. Assignor will indemnify Assignee against and hold Assignee harmless from any and all loss, liability, and expense (including reasonable attorney's fees and court costs) arising out of any breach by Assignor of its warranties contained in this Assignment, and Assignee will indemnify Assignor against and will hold Assignor harmless from any loss, liability, and expense (including reasonable attorney's fees and court costs) arising out of any breach by Assignee of its agreements contained in this Assignment after the date hereof.

6. Consent. The effectiveness of this Assignment is conditioned upon the endorsement of the consent below.

7. Amendment of Agreement. Assignor authorizes Assignee to amend the Lease after the date hereof only with its approval (said approval not being unreasonably withheld), provided that no such amendment shall increase the amount of rent for which Assignor shall be obligated under the Lease.

8. Joint and Several Liability. The liability of Assignor and Assignee under the Lease will be joint and several.

9. Entire Agreement. This Assignment embodies the entire agreement of Assignor and Assignee with respect to the assignment of the Lease, and it supersedes any prior agreements, whether written or oral, with respect to such assignment except for that certain Contract for Annual Disaster Debris Removal, Reduction and Disposal Services for Hurricane Helene. between Assignor and Assignee, the terms and provisions of which remaining in full force and effect and governing in the event that such terms and provisions conflict with any of the terms and provisions which are set forth in this Assignment. This Assignment may be modified only by a written instrument duly executed by Assignor and Assignee.

10. Binding Effect. The terms and provisions of this Assignment will inure to the benefit of, and will be binding upon, the successors and assigns of Assignor and Assignee.

Signature Page Follows

Assignor and Assignee have executed this Assignment under seal on the ____ day of October, 2024.

GARDEN CITY, GEORGIA, ASSIGNOR



Witness

By: 
Rhonda Ferrell-Bowles, City Manager

Attest: 
Tonya Roper, City Clerk

CROWDERGULF, LLC, ASSIGNEE


Witness


By: 
Name: Reid Lopez


Its: Senior Vice President


(Seal)

The undersigned consent to the foregoing Assignment on the express conditions that (1) Assignor will remain liable for the performance of each and every one of its obligations under the Lease, and (2) this consent will not be deemed a consent to any subsequent assignment, but rather any subsequent assignment will require the consent of the undersigned pursuant to the Lease.


Witness


Witness


Witness


KATHERINE C. WARD, LESSOR


JIM RABBON WARD, III, LESSOR


MELISSA ALBRECHT, LESSOR

GARDEN CITY RESOLUTION

WHEREAS, Garden City, Georgia, desires to enter into a contract for the replacement of the deteriorating parking lot at the Senior Citizen Center located at 78 Varnedoe Avenue, in Garden City, Georgia, which involves the milling out of the asphalt surfacing and the removal of roots over the entire area of the parking lot and the laying down of replacement asphalt and the re-stripping of the parking area (the “Contract Work”); and,

WHEREAS, the City budgeted the amount of \$80,000.00 for the performance of the Contract Work; and,

WHEREAS, the City solicited competitive bids for the performance of the Contract Work; and,

WHEREAS, invitation for bids was advertised in the Savannah Morning News and on the City’s website for two weeks commencing September 27, 2024 (see Exhibit “A”); and,

WHEREAS, the City’s solicitation of proposals followed normal protocol by encouraging responses from small and/or minority business enterprises; and,

WHEREAS, the City obtained the following three (3) bids for the performance of the Contract Work before the bid deadline on October 14, 2024:

<u>Contractor</u>	<u>Bid Amount</u>
Platinum Materials, LLC 11 Gateway Blvd., South, Ste. 4 Savannah, Georgia 31419	\$71,301.77 <u>See Exhibit “B”</u>
Odom Asphalt Post Office Box 180 Leesburg, GA 31763	\$92,170.00 <u>See Exhibit “C”</u>
JW Oliver Construction 636 McClain Road Jesup, Georgia 31545	\$300,025.00 <u>See Exhibit “D”</u>

WHEREAS, based on criteria including, but not limited to, price, ability, qualifications and experience, the Director of the Parks and Recreation Department has concluded that Platinum Materials, LLC is the lowest responsive and responsible bidder for the Contract Work whose bid conforms to the requirements and criteria set out in the bid solicitation;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Garden City, Georgia, that Platinum Materials, LLC, is determined to be the lowest responsible bidder for the Contract Work at the quote amount of \$71,301.77, and that a contract or purchase order for the performance of the Contract Work be awarded to such company.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the contract or purchase order for the Contract Work and to do whatever else is reasonably necessary to carry out the terms and provisions thereof on behalf of the City.

BE IT FURTHER RESOLVED the funding for the Contract Work shall be derived from monies budgeted for the Department of Parks and Recreation in the General Operating Fund.

ADOPTED AND APPROVED this ____ day of October, 2024.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this _____ day of October, 2024.

BRUCE CAMPBELL, Mayor

LOCALiQ

The Augusta Chronicle
Athens Banner-Herald
Savannah Morning News

PO Box 631697 Cincinnati, OH 45263-1697

AFFIDAVIT OF PUBLICATION

Oliver Maner Llp
218 West State Street
Savannah GA 31401

STATE OF GEORGIA, COUNTY OF CHATHAM

The Savannah Morning News, a daily newspaper published and of general circulation in Chatham County; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/27/2024, 10/04/2024

and that the fees charged are legal.

Sworn to and subscribed before on 10/04/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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Please do not use this form for payment remittance.

AMY KOKOTT
Notary Public
State of Wisconsin

ADVERTISEMENT FOR BIDS

PROJECT NO. 2024-RD-01 - RECONSTRUCTION OF PARKING LOT AT GARDEN CITY SENIOR CENTER LOCATED AT 78 VARNEDOE AVENUE IN GARDEN CITY, GEORGIA. Sealed bids will be accepted by Garden City, Georgia, from contractors for Project No. 2024-RC01 at Garden City City Hall, 100 Central Avenue, Garden City, Georgia, 31405, until 2:00 p.m. on October 14, 2024, at which time they will be publicly read aloud. Envelopes must be clearly marked in the bottom left hand corner "Bid for Project 2024-RC-01". The Project includes the milling out and disposal of approximately two (2") inches of asphalt surfacing and the removal of tree roots over the parking lot area located at 78 Varnedoe Avenue, Garden City, Georgia, measuring approximately 25,000 square feet and the replacing of same with two (2") inches of asphalt with a compacted and rolled sub base, a binder layer, and a top layer of fresh asphalt, all rolled and smoothed over the 25,000 square feet area such that the finished elevation of the new asphalt matches the adjacent pavement surface, together with the re-striping of the lot (including the designation of handicap parking spaces) in accordance with the existing layout.

The plans and specifications for the Project may be examined and/or copies obtained at the Garden City Parks and Recreation Department at 402 Market Street (Lower Woodville Gym Building), Savannah, Georgia 31408 (Telephone Number - (912) 966-7788; Fax Number - (912) 966-7775). If mailed, an additional fee will be charged to cover postage and handling. The plans and specifications can be sent electronically at no charge. Bids shall be valid for 30 days from the date of opening unless extended otherwise. The City reserves the right to reject any and all bids or to waive any informalities in the bidding and shall determine which bid or bidders is the most responsive, satisfactory, and responsible, and shall be the sole judge thereof. The award of the Project will not occur until the City has reviewed all bids for responsiveness and responsibility determinations, and the Mayor and Council of Garden City, Georgia, has formally awarded the Project.

All work for the Project shall be conducted in compliance with a permit granted to Garden City, Georgia. Local preference shall be given to businesses having a business location within the geographic boundaries of Chatham County.

It is the policy of Garden City to provide minority and women owned and operated business enterprises with equal opportunity in connection with the City's procurement and contracting activities, consistent with federal, state, and local laws.

Dated this 24th day of September, 2024.

Is/ Tonya Roper

Tonya Roper, Clerk of Council

EXHIBIT "B"

ASPHALT ▼ CONCRETE
PLATINUM
MATERIALS
1-888-PLATINUM

PROPOSAL NUMBER

1071-1

ADDRESS

78 Varmedoe Ave, Savannah, GA, 31408

CLIENT

City of Garden City
Cliff Ducey

CONTACT

(912)657-8814

10/9/2024

PROPOSAL

CITY OF GARDEN CITY/SENIOR CENTER

Dear Cliff Ducey,

Thank you for the opportunity to provide you with a proposal. Platinum Paving and Concrete stands behind every project we perform.

We look forward to working with you on this project.

ADDRESS
11 GATEWAY BLVD S SUITE
44
SAVANNAH, GA
31419

TELEPHONE
912-713-7283 office

EMAIL
COMPANY: MARYANN@PLATINUMPAVINGGA.COM
SALESPERSON: TMOORE@PLATINUMPAVINGGA.COM
THOMAS MOORE

2024-RC-01

AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

Platinum Paving proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$71,301.77, SEVENTY-ONE THOUSAND, THREE HUNDRED ONE DOLLARS AND SEVENTY-SEVEN CENTS

Payment is to be made as follows: • 100% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

Thomas Moore,
tmoore@platinumpavingga.com

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **Platinum Paving** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____

Project 2024-rc-ei

EXHIBIT "C"
ESTIMATE



Prepared For

Garden City Senior Center
78 Varnedoe Avenue
Savannah, GA 31408

Odom Asphalt

PO BOX 180
Leesburg, Georgia 31763
Phone: (229) 886-5263
Email: odomasphalt@gmail.com

Estimate # 1149

Date 10/10/2024

Business / Tax # 85-0864569

Description

Total

Asphalt Milling / Tree Root Removal / Asphalt Overlay (Approximately 25,000 sq. ft.) \$92,170.00

Asphalt Milling

1. Mill designated existing top layer of asphalt down to appropriate depth for new 2" asphalt installation
2. Load and dispose of all asphalt millings

Asphalt Prep / Overlay

1. Remove any tree roots as deemed necessary before repairing and compacting sub base
2. Apply tack coat
3. Install and compact 1/2" 19mm binder course
4. Apply tack coat
5. Install 1.5" of 9.5mm of hot mix asphalt
6. Compact newly installed top layer of asphalt with roller
7. Dress edges with topsoil where applicable
8. Rid area of all debris

Parking Lot Striping

1. Lay out, stencil and prep newly installed asphalt for parking spaces
2. Paint parking spaces as existing, to include all handicap, arrows, etc.

Subtotal \$92,170.00

Total \$92,170.00

EXHIBIT "D"

JW Oliver Construction, Inc.

636 McClain Rd

Jesup, GA 31545 US

9122946459

office@jwolverconstructioninc.com

Estimate

ADDRESS

Garden City, Georgia
100 Central Ave
Garden City, GA 31405

SHIP TO

Garden City, Georgia
100 Central Ave
Garden City, GA 31405

ESTIMATE

1018

DATE

10/14/2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
10/14/2024	Mobilization	Mobilization	1	30,000.00	30,000.00
10/14/2024	02.10 Demo	Demo and haul off Asphalt in Existing parking lot	1	55,000.00	55,000.00
10/14/2024	02 Site Work	Grading Complete	1	110,025.00	110,025.00
10/14/2024	02 Site Work	Repave Existing Parking lot with 2" 9.5MM Asphalt	1	80,000.00	80,000.00
10/14/2024	02 Site Work	Striping & Signage	1	25,000.00	25,000.00

Payment and Performance Bond can be added for a 1.5% rate.

TOTAL

\$300,025.00

Accepted By

Accepted Date

RESOLUTION

RESOLUTION OF THE MAYOR AND COUNCIL OF GARDEN CITY, GEORGIA, APPROVING AND AUTHORIZING AN EXECUTION OF A LEASE AGREEMENT BETWEEN NORFOLK SOUTHERN RAILWAY COMPANY AND GARDEN CITY, GEORGIA, FOR A 264,000 SQUARE FOOT TRACT OF ABANDONED RAILROAD RIGHT-OF-WAY LOCATED AT MILE POST FL4 IN GARDEN CITY, GEORGIA, RUNNING BETWEEN ROWE AVENUE AND PIPE MAKERS CANAL ALONG PIPKIN AVENUE; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT LEASE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Norfolk Southern Railway Company has offered to lease to Garden City a 264,000 square foot of abandoned railroad right-of-way running between Rowe Avenue and Pipe Makers Canal along Pipkin Avenue (the "Property") for beautification and trail purposes; and,

WHEREAS, the lease terms offered by Norfolk Southern Railway Company include, but are not limited to, (a) the payment of a non-refundable lease application fee of Five Hundred and 00/100's (\$500.00) Dollars; (b) annual rent in the amount of Three Hundred and 00/100 (\$300.00) Dollars; (c) annual rent increases by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for all Urban Consumers (CPI-U) (1982-1984=100) U.S. City Average, All Items; (d) the right of either party to terminate the lease agreement for any reason by giving the other party no less than 30 days' advance notice of such termination; (e) the City's paying all costs for maintaining the Property; (f) the Property being conveyed "As Is" without warranty of any kind, whether express or implied including any warranty of quiet enjoyment, the implied warranties of merchantability, habitability, or fitness for a particular purpose, or any other implied warranties; (f) the City's agreement to furnish and bear the cost of all power, utilities, and other services needed to maintain the Property; (h) the City's agreement to maintain liability insurance for its operations on the Property, (g) the City's agreement to indemnify Norfolk Southern Railway Company (to the extent permitted by State law), for losses caused by its use and occupancy of the Property, and (h) the City's agreement to restore the Property at the termination of the lease agreement to the same condition as that existing at the time of entering upon the Property, reasonable and ordinary wear and tear and damage by the elements excepted; and,

WHEREAS, the form of the lease agreement, attached hereto as Exhibit "A" should be approved and accepted;

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

Section 1 – That the findings set out in the preamble of this Resolution are hereby approved.

Section 2 – That the form of the lease agreement between Norfolk Southern Railway Company and Garden City, Georgia, attached hereto as Exhibit “A” for the 264,000 square foot parcel of land located at Mile Post FL4, running between Rowe Avenue and Pipe Makers Canal along Pipkin Avenue in Garden City, Chatham County, Georgia, be, and the same is hereby approved and accepted.

Section 3 – That the City Manager be, and she is hereby authorized to execute on behalf of the City a lease agreement for said right-of-way in a form substantially similar to the lease attached hereto as Exhibit “A”.

Section 4 – That this Resolution shall be effective from and after its date of passage.

ADOPTED AND APPROVED this _____ day of October, 2024.

TONYA ROPER, Clerk of Council

RECEIVED AND APPROVED this _____ day of October, 2024.

BRUCE CAMPBELL, Mayor

LEASE AGREEMENT

THIS LEASE (this "Lease"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "Effective Date") by and between NORFOLK SOUTHERN RAILWAY COMPANY a(n) VIRGINIA corporation (the "**Landlord**") and CITY OF GARDEN CITY, a(n) GEORGIA GOVERNMENT ENTITY (the "**Tenant**").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, and without any warranty or representation, that certain real property located at Milepost FL 4 in GARDEN CITY, CHATHAM COUNTY, GEORGIA, having an area of 264,000.00 square feet, more or less, the location and dimensions of which are substantially shown on Exhibit "A" attached hereto (the "**Land**"), together with all improvements thereon (the "**Improvements**"). The Land and the Improvements are collectively referred to herein as the "**Premises**". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for beautification and trail purposes and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on November 1, 2024 and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on (the "**Rental Commencement Date**") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of Three Hundred and 00/100 Dollars (**\$300.00**). The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) (1982-1984 = 100) U.S. City Average, All Items (the "**Index**") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published

by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The "**Adjustment Date**" shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the "**Base Index**". The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the "**Adjustment Index**". On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at Mail Code 5629, P.O. Box 105046, Atlanta, Georgia 30348-5046, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Taxes. See Rider.

5. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

6. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

7. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or

alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

8. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 8 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

9. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

10. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "**Landlord Related Entities**") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "**Landlord Entities**") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "**Claims**") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

11. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

12. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

13. Assignment. Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 13 shall be void and shall constitute a default hereunder.

14. Environmental. Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq. (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq. Tenant shall indemnify, defend and hold the Landlord Entities

harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 14 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this Paragraph 14. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 14 shall survive the expiration or earlier termination of this Lease.

15. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 13 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in

connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossessory, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

16. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

17. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 13, above.

18. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or

agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

19. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) **Landlord:** c/o Director Real Estate, Norfolk Southern Corporation, 650 W Peachtree St NW, Atlanta, GA 30308, or at such other address as Landlord may designate in writing to Tenant.

(b) **Tenant:** CITY OF GARDEN CITY, 100 CENTRAL AVE, , GARDEN CITY GA 31405, **NO P.O. BOXES**, or at such other address as Tenant may designate in writing to Landlord.

Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

20. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

21. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

22. Tenant's Insurance. Tenant shall provide the following insurance for the term of this lease. All insurance shall be maintained in the form and with a company (or companies) satisfactory to the Landlord.

(a) **Commercial General Liability Insurance:** This insurance shall be provided by a current ISO occurrence form policy including coverage for damages because of bodily injury, property damage, personal and advertising injury, and the products-completed operations hazard. This insurance shall have a maximum deductible of no more than \$5,000, annual limits of at least \$2,000,000 occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage.

(b) **Automobile Liability Insurance:** If Tenant operates any vehicles on the leased property, Tenant shall be required to carry Automobile Liability Insurance. This insurance shall be provided by a current ISO occurrence form policy (or equivalent) and apply on an "any auto"

(Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least \$1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading.

(c) Workers' Compensation: If Tenant has any employees that will enter the leased property, Lessee shall maintain workers' compensation insurance as required by statute in the state in which the Work or Services, as applicable, will take place.

(d) Employer's Liability: Provided that Tenant is required to maintain workers' compensation coverage required by (c), Employer's Liability insurance shall be provided with limits of at least \$1,000,000 for each bodily injury by accident, bodily injury by disease, and annual aggregate.

General Insurance Requirements. Each insurance policy referred to in this Lease shall comply with the following requirements, and Tenant to cause its insurance to comply with the following.

(a) Additional Insureds. All insurance required by this Lease (excluding only Workers' Compensation) shall name the Landlord as additional insureds with an appropriate endorsement to each policy.

(b) Tenant's Coverage Primary and Without Right to Contribution. All policies secured by Tenant, whether primary, excess, umbrella or otherwise, and providing coverage to the Landlord as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies the Landlord may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Landlord may have secured for itself.

(c) Severability of Interests (Cross Liability). No cross liability exclusions are permitted that apply to the Additional Insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

(d) Waiver of Subrogation. To the fullest extent permitted by law, all insurance furnished by Tenant in compliance with Lease shall include a waiver of subrogation in favor of the Landlord with an appropriate endorsement to each policy.

(e) Notice of Cancellation, Modification or Termination. All policies required under this Lease shall not be subject to cancellation, termination, modification or changed, or non-renewed except upon thirty (30) days' prior written notice to the Additional Insureds.

(f) No Limitation. The insurance coverages maintained by Tenant shall not limit any of their indemnity obligations or other liabilities under this Lease.

(g) Certificates of Insurance. Tenant shall furnish certificates of insurance to Landlord at . The Certificate of Insurance shall be on an ACORD form. The Insured box on the ACORD form shall be filled out with the Tenant's Legal name and address **EXACTLY** as defined on the Agreement Header and Signature Line of this Lease.

On the ACORD form, the box titled **DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS** shall include this **EXACT** language:

“Norfolk Southern Corporation and its Subsidiaries, as Certificate Holder has been endorsed to all of the applicable policies as an additional insured including the General Liability policy, the Umbrella/Excess Policy (if used), and, if required by the Lease, the Employer’s Liability policy and the Automobile Liability policy. All policies have been endorsed to waive subrogation against Norfolk Southern Corporation and its Subsidiaries, as well as to indicate that they may not seek contribution against policies issued to Norfolk Southern Corporation or its subsidiaries. All policies have been endorsed to provide Norfolk Southern Corporation and its Subsidiaries 30 days’ notice of cancellation.”

The **CERTIFICATE HOLDER** box on the ACORD form shall include this **EXACT** name and address:

**Norfolk Southern Corporation and its Subsidiaries
650 W Peachtree St NW,
Atlanta, GA 30308**

A Sample Copy of an insurance certificate showing the required language to be included on the insurance Certificate is attached to this Lease in Exhibit D.

23. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

24. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES “AS IS” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

25. Survival. The provisions of Paragraphs 7, 8, 10, 14, 18 and 21 shall survive the expiration or earlier termination of this Lease.

26. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of the paragraph entitled, “Assignment”

set forth herein, this Lease shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

27. Signature. The parties agree that if an authorized officer of a party fully signs this Agreement in the appropriate location(s) below and then returns that signature to the other party via electronic means with a pdf or similar scanned copy of that signature, then that scanned signature shall serve as that party's signature for the Agreement, and, upon full execution of the Agreement by all parties, shall create a legally binding Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Exhibit A



EXHIBIT B

RIDER TO LEASE AGREEMENT BY AND BETWEEN THE NORFOLK SOUTHERN RAILWAY COMPANY, AS LANDLORD, AND CITY OF GARDEN CITY, AS TENANT

This rider is attached to and made a part of the referenced Lease Agreement. In the event of an inconsistency between the terms of this Rider and the terms of the Lease agreement, the terms of this Rider shall control.

Landlord Pays Taxes. Notwithstanding any provision of the Lease to the contrary, Landlord shall pay all real estate taxes and assessments (regular or special) pertaining to the Premises on or before the date the same become delinquent. Notwithstanding the foregoing, Tenant shall be responsible for any taxes or assessments imposed upon or assessed against Tenant's personal property, and Tenant shall pay and be liable for all rental, sales and use taxes, and other similar taxes, if any, levied or imposed by any city, state, county or other governmental authority (including any rental tax). Such payments shall be paid concurrently with the payment of base rental or other sum due hereunder upon which the tax is based. If Landlord pays any taxes or assessments which are Tenants responsibility under this Paragraph, Tenant shall reimburse Landlord within ten (10) days after Tenant's receipt of paid invoices for such taxes and assessments.



G A R D E N C I T Y
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Memo

To: Rhonda Ferrell-Bowles, City Manager
From: Katie Draeger, Finance Director
Date: October 15, 2024
Re: Write-off of 2017-2018 Utility Accounts Receivables Deemed Uncollectible

Per the accounts receivable write-off of uncollectible utility debt policy adopted by the City Council on November 21, 2016, annually and as warranted, the finance/utility billing staff, after having exhausted all established standard collection procedures and available resources, will identify any utility accounts receivable that meet the criteria for designation as an uncollectible account and prepare a request for the write-off of the accounts receivable (bad debt) for submittal to the City Council for consideration.

Attached is the list of 2017 – 2018 utility accounts that staff has identified as outside of the statute of limitations of recovery (older than six (6) years) and, therefore, no longer eligible to be collected. Staff requests that City Council to authorize the write-off of the 2017 – 2018 utility accounts receivables (bad debt) totaling \$88,603.49.

If you have any questions, please let me know.

Account#	Name	Service Date	Balance
002-2300-02	JOHN KELLY	6/13/2017	224.05
006-1090-04	LAKIEMA FLORES	6/13/2017	312.56
006-1310-10	LAKESHA LEACH	6/13/2017	540.31
007-0430-04	RONALD SMITH	6/13/2017	969.88
008-1920-02	WENDY HUNTER	6/13/2017	242.93
014-0280-04	RASHAD ADAMS	6/13/2017	117.82
014-0665-08	PATRICKA BELTON	6/13/2017	166.79
014-0816-05	RENARDA SCOTT	6/13/2017	167.18
014-0856-07	JARROD BROWN	6/13/2017	142.60
014-1007-07	RONALD SMITH	6/13/2017	25.00
014-2365-08	SELITA KNIGHTON	6/13/2017	362.96
017-0121-06	NAFEEHA ALEXANDER	6/13/2017	1,094.35
017-0140-07	NARSEKIERRA HEATH	6/13/2017	192.66
017-0385-10	TATIANA WRIGHT	6/13/2017	151.25
017-0475-10	JESSICA DARRISAW	6/13/2017	121.16
017-0498-07	DALISHUA WILLIAMS	6/13/2017	431.80
014-0814-06	MICHAEL ROBINSON	6/14/2017	134.99
010-0490-03	BERNARD GRANT	6/16/2017	309.15
014-0780-09	DEANNA ADKINS	6/16/2017	66.49
014-2295-08	NANCY FUTCH	6/16/2017	121.50
006-1700-06	KELVIN MIKELL	6/19/2017	153.41
017-0175-10	ALEXUS PERRY WEBBER	6/19/2017	88.89
004-1760-06	JESSELL CONS	6/22/2017	429.30
015-0402-03	TRAVIS POTTER	6/28/2017	194.94
003-0661-08	RYAN ADAMS	6/30/2017	93.33
006-1830-10	WALTER KENNY JR	6/30/2017	343.66
017-0265-08	MARIA GONZALEZ	7/6/2017	101.61
015-1005-07	CORTNEY HODGDON	7/11/2017	81.79
017-0185-07	RASHEEDAH SHARIF	7/19/2017	115.77
014-1033-01	NORMAN HARGROVE	7/20/2017	127.82
008-1290-04	MACKENZIE WILKERSON	7/24/2017	250.91
014-2588-06	BRITNEY CAMPBELL	7/26/2017	598.97
006-1470-04	ANJELIKA CRAWFORD	8/1/2017	270.46
014-0230-05	JOHN TAYLOR	8/1/2017	68.61
001-2390-07	ASHLEY C GILLIS	8/9/2017	111.24
002-1600-09	KATHERINE BLACKWELL	8/11/2017	35.06
001-0420-10	SIERRA HAYES	8/14/2017	87.83
014-2042-03	ANTHONY L BEST	8/14/2017	149.28
017-0365-08	HELEN WELLS	8/16/2017	95.53
002-0131-11	D. ANTHONY DUBBERLY	8/17/2017	270.89
002-1690-05	HOLLY WATSON	8/17/2017	679.44
003-0150-02	MELISSA CROSBY	8/17/2017	6,624.11
014-0971-04	JESSICA BRIGDON	8/17/2017	113.45
014-2586-07	EBONY LOCKE	8/17/2017	135.11
015-0304-08	PATRICK HORTON SR	8/17/2017	129.91
017-0495-07	EMEFE PURVIS	8/17/2017	172.69
014-0931-03	MICHELE WILBUR	8/18/2017	144.64
008-0120-04	ANDREW WILLIFORD	8/29/2017	323.35
014-2390-01	WANDA HALL	8/29/2017	120.00
014-2554-05	SABRINA LEE	8/30/2017	253.18
012-9116-01	COWARD ARIC RUDOLPHJR	9/1/2017	196.26
003-0370-08	WANDA ENRIQUEZ	9/18/2017	377.90
006-0560-01	GLENDA BENNETT	9/18/2017	337.33
007-0213-08	NATASHA BANNER	9/18/2017	276.46
008-1960-10	DIANETRE BRYANT	9/18/2017	239.79
014-2430-01	JUAN CALDERON	9/18/2017	135.36
017-0285-08	SHARI WATTS	9/18/2017	5,482.11
017-0370-07	RANDALL MAXWELL	9/18/2017	46.69
006-1680-03	GIOVANNA JOYNER	9/22/2017	90.20
003-1850-01	JOHNNY ALCALAN	9/25/2017	362.86

017-0170-04	EBONY JOHNSON	9/27/2017	47.82
016-0021-01	ANGEL M. DIAZ	9/28/2017	54.40
012-4070-02	WILLIAM WELLS	10/2/2017	333.04
014-0992-05	BESSIE SEABROOKS	10/4/2017	269.01
001-2230-03	STEPHANIE BOAZ	10/17/2017	226.47
009-1868-03	AMBER RODRIGUEZ	10/17/2017	495.77
017-0175-12	MONIQUE GLOVER	10/17/2017	145.22
007-1960-04	SHANIKA GEIGER	10/18/2017	31.98
008-1840-11	ELISA MARTINEZ	10/27/2017	244.19
017-0560-12	CAROLYN WILLIAMS	10/27/2017	130.94
006-1080-04	DELSA JASON	10/31/2017	52.87
007-1460-10	CARLTON CARTER	10/31/2017	260.61
017-0135-04	LONNIE BRIDGES	11/2/2017	149.19
005-1790-08	TANYA OVERTON	11/6/2017	354.08
007-2020-06	NICOLE TOLIVER	11/6/2017	46.04
017-0190-06	SHELBI BREWTON	11/8/2017	1,026.39
004-2540-01	YUTAKA JAPANESE STEAKHOUSE	11/13/2017	1,511.26
008-1520-08	JESSICA CLARKE	11/13/2017	286.37
009-2270-03	BRADLEY FLANDERS	11/13/2017	428.32
010-0600-07	MICHAEL ROSE	11/13/2017	239.89
012-3151-01	LISA MURRAY	11/13/2017	98.16
012-4212-01	MYRA HOLDER	11/13/2017	141.35
012-4855-03	CYNTHIA STEWART	11/13/2017	174.77
012-9203-02	KIMBER PECK	11/13/2017	164.68
014-0375-05	PRISCILLA WRIGHT	11/13/2017	93.69
014-2046-05	ALESHA LANE	11/13/2017	169.83
014-2165-04	JULIO MIRABAL	11/13/2017	192.55
014-2295-09	NDEYE ASTU	11/13/2017	254.40
014-2550-06	TRELLIS JACKSON	11/13/2017	158.65
015-2201-07	CHARLES COOPER	11/13/2017	126.62
017-0420-04	ALEX TOLBERT SR	11/13/2017	123.66
097-0112-02	DARYAN ANDERSON	11/13/2017	174.77
014-0914-04	COURTNEY JENKINS	11/29/2017	327.25
007-1280-05	STEPHANIE JONES	11/30/2017	259.55
007-2290-06	ARMAUN GRIFFIN	11/30/2017	248.63
009-1670-01	REBECCA COLEMAN	11/30/2017	357.01
014-2103-06	TYIESHA WILLIAMS	11/30/2017	237.70
014-2588-07	ZYKERRIA LEE	11/30/2017	125.00
015-0306-06	TONY MAXWELL	11/30/2017	121.39
015-2204-04	RODERICK LARRY	11/30/2017	124.70
017-0375-06	KELLY GRIFFIN	11/30/2017	524.74
012-6011-02	STEVEN M VICK	12/4/2017	76.99
014-2576-05	EDWARD RUSSELL	12/4/2017	304.42
097-5080-02	JOSE BRICENO	12/4/2017	135.00
097-5118-01	JEWELL STONE SIGLER	12/4/2017	435.00
097-5137-02	STEPHEN A. JONES	12/4/2017	453.75
100-0968-01	VINCENT & ANDRA STEELE	12/4/2017	382.44
007-2630-02	STEPHANIE TURNER	12/8/2017	72.69
014-0535-04	SAMPSON GREEN	12/13/2017	118.28
001-0280-04	JERRY HODGE	12/15/2017	255.20
010-0240-10	TINA M. HOBBS	12/15/2017	353.08
014-0340-08	MICHAEL MORGAN	12/15/2017	41.31
002-0070-04	EMALEE M. HUTTO	12/20/2017	125.49
015-2104-04	DIANNE MOREIRA	12/20/2017	27.14
003-0661-10	MARQUITA COBBS	12/21/2017	208.68
014-0765-05	CANDACE BUCKLE	12/28/2017	220.05
008-0330-06	JERRID THIGPEN	12/29/2017	268.14
008-1230-01	JOAN B. FISHER	12/29/2017	433.86
014-2444-01	JANICE JONES	12/29/2017	1,804.77
015-0703-08	MAECON BRYANT	12/29/2017	110.17
017-0065-07	MARKEEM GREEN	1/2/2018	67.17

014-0500-03	FRANK WILLIAMS	1/8/2018	118.93
007-0980-02	JORGE RIVERA	1/10/2018	918.27
014-2109-03	TAMESIA KENNEDY	1/11/2018	83.60
002-1550-10	LUIS ALBERTO GARCIA	1/17/2018	180.55
008-0935-03	TRINITY CHURCH OF GOD	1/17/2018	227.32
008-1090-02	TRINITY CHURCH OF GOD	1/18/2018	196.57
097-0937-02	LOW COUNTRY CUSTOMS	1/24/2018	163.78
001-2230-04	TABATHA SCISSION	1/29/2018	417.11
004-2610-05	DINGBATS CAFE LLC	1/29/2018	336.45
006-0940-08	THOMICA JOHNSON	1/29/2018	308.64
007-1450-06	EARLINTRA MILLER	1/29/2018	256.85
014-0670-03	LATRICA S DRAYTON	1/29/2018	95.63
014-0810-07	KHARIA JOHNSON	1/29/2018	117.39
014-1040-05	FRANCES ARENAS	1/29/2018	128.28
014-2452-04	SHONTAY DAVIS	1/29/2018	137.86
014-0425-08	STEPHANIE BACON	1/30/2018	258.83
014-0370-09	MARCIA POWELL	2/2/2018	115.61
007-1440-07	ANTONIA PRESCOTT	2/7/2018	122.51
097-5141-03	MASTER DELI PROVISIONS INC	2/9/2018	135.00
002-1600-10	NANCY M. MORRIS	2/14/2018	143.24
014-0886-04	PAMILA GREEN	2/16/2018	34.52
015-0103-06	KRYSTAL YOUNG	2/19/2018	85.79
005-1265-07	BIONCA KING	2/20/2018	299.84
008-1840-12	DONNY SMITH	2/20/2018	252.94
014-0970-04	DEBORAH THOMAS	2/26/2018	237.12
003-2280-05	LATESHA DOZIER	2/27/2018	429.08
004-1670-05	CHRISTINE SINGLETON	2/27/2018	240.90
005-1790-09	TRACEY PLUMMER	2/27/2018	269.17
006-0282-07	BALON ARKWRIGHT	2/27/2018	225.88
007-2855-03	IN AND OUT LIQUOR	2/27/2018	121.40
010-0690-02	ROMINE ENTERPRISES LLC	2/27/2018	273.30
014-0826-03	KENNETH LOCKE	2/27/2018	97.30
014-2615-01	JUAN LEMUS	2/27/2018	290.97
017-0440-08	DIAMOND WHITE	2/27/2018	128.47
010-0600-08	JOYLYN CHISHOLM	3/5/2018	26.39
012-4340-04	THOMAS ERIC STEWART	3/8/2018	158.37
097-0843-03	SHARON B. WESTALL	3/8/2018	185.62
012-3990-03	STEPHEN CARROLL	3/12/2018	420.05
014-2310-04	RONALD GARNETT	3/12/2018	449.97
012-3251-01	ZOWIE BROOKS	3/19/2018	97.80
097-3430-01	TRINA SNYDER	3/19/2018	114.23
006-0910-03	SHANA ROWE	3/20/2018	333.38
014-1039-06	DANELL LEE	3/22/2018	143.69
002-1840-05	THOMAS A YOUNG	3/28/2018	150.19
010-1198-05	EMILY DALE	3/29/2018	163.26
014-0984-05	IEISHA RHANEY	3/30/2018	129.98
014-2135-02	MARIA ESPAILLAT	3/30/2018	108.89
014-2401-03	INES BENIGNO	3/30/2018	216.66
014-0971-05	MAURICE LUCAS	4/9/2018	133.15
015-0704-06	ELAINE KELLY	4/17/2018	101.78
012-3630-01	LILLIAN WISE	4/26/2018	67.53
015-2302-02	CONSTANCE WILLIAMS	5/3/2018	40.21
005-2000-04	JAXWIRELESS LLC	5/11/2018	168.18
002-1150-07	MATTHEW EADY	5/14/2018	274.48
002-1910-05	JOHN NELSON	5/14/2018	122.31
004-1445-01	BOB HOLDINGS LLC.	5/14/2018	218.56
014-0695-07	CLARENCE MITCHELL	5/14/2018	465.13
017-0455-02	GREGORY FURMAN	5/14/2018	288.02
017-0193-04	SHEENA KING	5/15/2018	544.46
017-0420-05	DONTAVIA REMON FREEMAN	5/15/2018	106.39
006-0490-03	LAKIEMA FLORES	5/16/2018	463.37

014-0818-04	ROBYN GORDON	5/25/2018	250.97
097-0101-00	DAVID GROOVER	6/1/2018	379.86
003-0370-11	TAMARA LYNN DELOACH	6/7/2018	166.73
004-1830-14	JACQUELINE MARSHALL	6/7/2018	248.74
009-1370-02	GEORGIA FREIGHTWAYS	6/8/2018	512.46
005-1360-04	NATASHA GILMORE	6/13/2018	37.80
014-0775-08	RAPHALA GILES	6/21/2018	115.55
015-2104-05	TREVEON HOUSTON	6/29/2018	150.98
002-1100-06	RAYMOND BULLOCK	7/1/2018	962.93
009-0980-02	SHARAN GRANT	7/3/2018	136.56
017-0530-10	BRANDY JONES	7/9/2018	252.68
014-0595-06	SHAKELUA RHANEY	7/12/2018	51.00
001-0020-06	MLK LOTTERY STORE- 2	7/13/2018	357.30
005-1268-03	NATALIE JOHNSON	7/13/2018	303.20
007-0130-04	SONDRA FELICIA NEWTON	7/13/2018	257.11
009-1868-04	VICTORIA BOSTIC	7/13/2018	567.79
014-0824-04	ANDREW PHILLIPS	7/13/2018	122.94
017-0225-00	CHELBY RAWLS	7/13/2018	165.34
017-0550-08	EYA MOHAMMAD ALBTOOSH	7/13/2018	114.52
007-2120-08	LEDY GONZALEZ	7/31/2018	230.61
008-1500-08	CHARITY EDWARDS	7/31/2018	264.71
014-0545-04	DAVID FRAZIER	7/31/2018	114.59
014-0827-05	TAMEKA SMITH	7/31/2018	112.48
014-0965-02	KASITY WILLIAMS	7/31/2018	150.94
014-2295-10	TERRY PRATER	7/31/2018	252.56
014-2320-01	DORESE HARRELL	7/31/2018	264.86
017-0385-12	MARQUITTA SHEPPARD	7/31/2018	138.55
007-0235-06	MATTARINE JOHNSON	8/1/2018	930.98
014-0740-04	EUGENE MILLER	8/1/2018	93.55
004-1660-04	NICOLE JAKOB-MONTES	8/6/2018	315.53
017-0520-10	TINEFFEYA FIRARY	8/9/2018	79.18
015-2701-05	ALLISON DOBSON	8/14/2018	133.09
002-1460-03	LORENTINA ASHLEY	8/15/2018	806.04
015-1506-07	JODI JACKSON	8/16/2018	90.68
003-0370-12	MYRA MYRICK	8/20/2018	181.23
097-9059-00	JAMES WELLS	8/21/2018	123.28
008-1730-03	TRACY BLAND	8/22/2018	145.45
002-2330-09	TERRIE ROBERSON	8/24/2018	234.25
015-0605-06	MAURTRINIECE SINGLETON	8/27/2018	123.42
014-0923-03	CARRIE RUSSELL-GAINES	8/31/2018	38.28
014-2583-03	KRISTIE FOWLER	8/31/2018	104.49
012-4205-02	WALTER & LACEY BARNARD	9/4/2018	50.28
014-0795-08	BRITTANY FIELDS	9/12/2018	134.42
006-0850-05	AGOLDHEART ENTERPRISES	9/14/2018	254.67
014-2079-08	MELISSA PEYTON	9/14/2018	222.82
017-0115-10	MONIQUE GIBBONS	9/14/2018	173.60
017-0140-10	TIERRA MURREL	9/14/2018	183.55
017-0165-06	NICOLE OLIVIA BROWN	9/14/2018	2,189.01
014-0685-06	DERRICK PARKER	9/17/2018	73.58
008-0090-02	THOMAS HURST	9/18/2018	376.87
097-0508-00	JOSEPH D. WILLIAMS	9/18/2018	378.57
014-0560-02	KELLY TUCKER JR	9/24/2018	95.58
014-0848-05	DIONNE JENKINS	9/24/2018	209.85
006-1680-04	LATIKQUA ROBINSON	9/26/2018	116.25
097-0918-02	ATLANTIC UNDERGROUND UTILITIES INC	9/26/2018	1,157.46
097-0919-02	ATLANTIC UNDERGROUND UTILITIES INC	9/26/2018	733.83
005-0760-01	COYLE BUSINESS PRODUCTS	9/27/2018	188.15
097-0395-01	ADAM WELCH	9/30/2018	339.50
010-1166-00	YAUPON REAL ESTATE, LLC	10/1/2018	52.48
012-1001-01	TONY E. LA FAVOR	10/1/2018	1,544.53
014-0660-03	JEANIENE E. JOHNSON	10/1/2018	25.65

014-0919-03	JUDY CROSS	10/2/2018	108.56
009-0690-09	ROBERT DOWD	10/3/2018	306.73
001-0110-08	ROBERT WRIGHT	10/12/2018	294.89
008-1820-07	MATTHEW SMITH	10/12/2018	108.87
014-0620-05	RICHARD MERRIN	10/12/2018	128.87
014-0922-02	JAILYNN S. PULLIAM	10/12/2018	129.80
014-1034-05	SHEKERIA HILLS	10/12/2018	107.58
017-0210-01	SAUL HERNANDEZ	10/12/2018	301.86
017-0290-07	JADE JENKINS	10/12/2018	134.65
002-2300-03	DEAN AUSTRINO	10/17/2018	52.45
014-0908-07	BRANDON BALDWIN	10/17/2018	79.05
014-0360-05	CHERELLE BARNES	10/22/2018	93.54
004-1700-08	ERIC CHINA	10/23/2018	254.60
008-1735-02	MARGARET WILSON	10/24/2018	190.24
014-1013-02	LAKEYSHA DIXON	10/30/2018	33.17
004-2500-01	THOMAS R. SCANLON	11/1/2018	1,142.92
012-4580-01	RICK DOAK	11/1/2018	1,626.69
014-0825-05	SHERITA JOHNSON	11/2/2018	226.46
009-1220-02	BENJAMIN BIRD	11/5/2018	192.69
097-3426-02	ANITA & ATRONL WADDY	11/5/2018	4,142.84
006-0282-08	ISIDRO CERVANTES TRUJILLO	11/14/2018	315.30
014-0755-04	SAKINAH SHABAZZ	11/14/2018	135.33
014-2441-06	JAMES MERCHANT	11/14/2018	155.61
017-0460-04	DELMHAR THOMAS	11/14/2018	1,127.25
014-0225-08	DEJA MASON	11/15/2018	76.51
015-3401-06	ALICIA FERGUSON	11/15/2018	42.72
010-0440-06	MICHAEL H. BOATWRIGHT	11/16/2018	240.74
014-0125-07	FOSTER TAYLOR	11/19/2018	79.91
008-1310-09	CARRISON EUBANKS	11/20/2018	91.83
014-0869-02	SHAWNTAVIA BROWN	11/20/2018	101.61
017-0295-04	JOSE MIGUEL CHRINOS	11/26/2018	145.01
014-0989-04	JESSICA WILLIAMS	11/28/2018	261.42
004-1280-05	IMPROVING LIVES CHURCH	12/4/2018	557.64
100-0656-01	BOBBY SCOTT III	12/4/2018	85.00
008-1320-05	ANDY MOON	12/14/2018	290.27
009-1860-04	CHEYENNE MCNEELY	12/14/2018	343.19
014-1039-07	DARNELL JOHNSON	12/14/2018	115.42
015-1501-05	AMANDA WOOD	12/14/2018	147.98
015-3306-07	KHALIL BADGER	12/14/2018	115.89
015-1502-07	NATAYVIOUS BADIE	12/18/2018	91.02
014-0957-06	KIEATRIA STEPHENS	12/19/2018	59.01
017-0430-07	ROBERT GADSON	12/27/2018	411.20

88,603.49